

under R.S. Khatian No.44, J.L. No.76, lying and situate at Mouza- Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman.

- 18) By Deed of conveyance dated 31.08.2012 registered at the office of the ADSR Burdwan being No.6741 for the year 2012 Dilip Chowdhury, sold, transferred and conveyed unto and in favour of ULLAHAS NANDINI UDYOG Private Limited of **ALL THAT** piece and parcel of shali land measuring about **1.50 decimal (643 sq.ft.)** more or less out of 32 decimal comprised in **R.S. & L.R. Dag No.381/596** under R.S. Khatian No.44, **L.R. Khatian No.2502**, J.L. No.76, lying and situate at Mouza- Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman.
- 19) By Deed of conveyance dated 09.11.1982 registered at the office of the Joint Sub-Registrar Sadar Burdwan being No.5540 for the year 1982 Rostam Mullick, sold, transferred and conveyed unto and in favour of Habib Mullick of **ALL THAT** piece and parcel of shali land measuring about **481 sq.ft.** more or less out of 32 decimal comprised in **R.S. & L.R. Dag No.381/596** under R.S. Khatian No.44, J.L. No.76, lying and situate at Mouza- Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman.
- ix) By Deed of conveyance dated 24.08.1999 registered at the office of the ADSR Burdwan and recorded in Book No.I, Volume No.181 pages: 50-54 being No.6326 for the year 1999 the said Bablu Mullick and others (legal heirs of Habib Mullick), sold, transferred and conveyed unto and in favour of Bimalendu Jash of **ALL THAT** piece and parcel of shali land measuring about **481 sq.ft.** more or less out of 32 decimal comprised in **R.S. & L.R. Dag No.381/596** under R.S. Khatian No.44, J.L. No.76, lying and situate at Mouza- Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman.

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- lx1) By Deed of conveyance dated 10.03.2010 registered at the office of the ADSR Burdwan and recorded in Book No.I, CD Volume No.6 pages: 4518- 4536 being No.2011 for the year 2010 the said Bimalendu Jash, sold, transferred and conveyed unto and in favour of Subir Adak and Tapan Banerjee of **ALL THAT** piece and parcel of shali land measuring about **481 sq.ft.** more or less out of 32 decimal comprised in **R.S. & L.R. Dag No.381/596** under R.S. Khatian No.44, J.L. No.76, lying and situate at Mouza- Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman.
- lx2) By Deed of conveyance dated 21.09.2012 registered at the office of the ADSR Burdwan and recorded in Book No.I, being No.7518 for the year 2012 the said Subir Adak and Tapan Banerjee, sold, transferred and conveyed unto and in favour of ULLAHAS NANDINI UDYOG PRIVATE LIMITED of **ALL THAT** piece and parcel of shali land measuring about **481 sq.ft.** more or less out of 32 decimal comprised in **R.S. & L.R. Dag No.381/596** under R.S. Khatian No.44, **L.R. Khatian No.2588 & 2589**, J.L. No.76, lying and situate at Mouza- Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman.
- lx3) By virtue of two Deeds of conveyance dated 31.08.2012 being No.6741 and 21.09.2012 being No.7518 the said ULLAHAS NANDINI UDYOG PRIVATE LIMITED became absolute Owner of **ALL THAT** piece and parcel of shali land measuring about **2.60 decimal (1124 sq.ft.)** more or less out of 32 decimal comprised in **R.S. & L.R. Dag No.381/596** under R.S. Khatian No.44, **L.R. Khatian No.2588 & 2589**, J.L. No.76, lying and situate at Mouza- Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman.

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- lx4) The said ULLAHAS NANDINI UDYOG PRIVATE LIMITED duly mutated its name in the records of rights under new L.R. Khatian No.3067 in respect of **ALL THAT** piece and parcel of shali land measuring about **2.60 decimal (1124 sq.ft.)** more or less out of 32 decimal having 813 share therein comprised in **R.S. & L.R. Dag No.381/596**, J.L. No.76, lying and situate at Mouza- Kanainatshal under P.S. Burdwan Sadar, District- Bardhaman.

THE SCHEDULE-B

(Part-I)

[APARTMENT]

GARAGE/ CLOSED PARKING

(IF APPLICABLE)

SET OUT

ON THE NORTH

ON THE SOUTH

ON THE EAST

ON THE WEST

(Part-II)

(Common Areas, Amenities and facilities)

SECTION-A

1. AREAS :

- i) The entire land for the Real Estate Project or where the project is developed in Phases and Registration under the Act of 2016 is sought for a Phase, the entire land for that Phase.

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- ii). Entrance and exit to the premises and the new building.
- iii). Durwans room, common toilet/urinals if any.
- iv) Boundary walls and main gate of the premises.
- v). Staircases and lobbies on the floors including Ground floor.
- vi). Entrance lobby, driveway except car parking space, electricity/utility/Generator/Pump/Motor/Office/Store room(s) to be used by the service Company and/or its agents if any.
- vii). Lift, Lift wall/well, landings, chute, lift machinery rooms, staircases etc.
- viii). Overhead tank/ under ground Reservoir/ Deep tube well.

2. WATER, PLUMBING AND DRAINAGE :

- i) Drainage and sewage lines and other installation for the same (except only those as are installed within the exclusive area of any FLAT/ UNIT and/or exclusively for its use).
- ii) Water supply systems.
- iii) All common plumbing installations for carriage of water (save only those as are within the exclusive area of any FLAT/ UNIT and/or exclusively for its use).

3. ELECTRICAL INSTALLATION :

- i) Transformer, Switchgear, Air Circuit Breaker, Electrical wiring, WBSEDCL meters, Sub-meters and other fittings (excluding only those as are installed within the exclusive area of any FLAT/ UNIT and/or exclusively for its use).
- ii) Lighting of the common portions.

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- iii) Lifts with all accessories.
- iv) Generator, its installation and allied accessories.

4. AMENITIES:

- i) Swimming Pool/ Kids Pool;
- ii) Indoor Games Room;
- iii) Gymnasium;
- iv) Community Hall;
- v) Jogging Trail;
- vi) Club;

5. OTHERS :

Such other common parts, areas equipments, installations, fittings, fixtures and spaces and any other facility and/or amenity to be used in common in or about the premises and the buildings as are necessary for the passage and/or the FLAT/ UNITS in common by the co-Owners excepting those which have been exclusively allotted to a FLAT/ UNIT Owner.

SECTION-B

(Those for which proportionate costs have been paid by the Buyers –

1. All cost towards internal electrifications such as installation of intermediate transformers, wiring, cabling and other installations connecting to individual buildings and as also towards common facilities like internal street/ passage lights, water pumps, fire and other emergency services. The electrical

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load capacity set to individual FLAT/ UNITS shall not exceed 4KW in case of a two bed roomed FLAT/ UNIT and shall not exceed **5KW** in case of **three** bed roomed FLAT/ UNIT. The above costs however does not include the expenses and deposits payable to WBSEB/ CESC towards H.T. Line and its infrastructure for bringing power/ service line.

2. Lift, common light, pump, fan, tube light in common area.

THE SCHEDULE-'C'
FLOOR PLAN OF THE APARTMENT

Set Out

THE SCHEDULE-D
(Extras and Deposits)

1. **EXTRAS** which shall include all costs, charges and expenses on account of :-
 - a) HT & LT power (including Sub-station, Transformers, Switch gears, cables, HT & LT panels and the like) and all the amounts and deposits payable to the electricity service provider ;
 - b) One or more generators and like other power-backup equipment and all their accessories (including cables, panels and the like) ;

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- c) Setting up or providing any common portion or facility either forming part of or in variation and/or addition to those mentioned in the Part-II of the SCHEDULE-B hereinabove written.
- d) Improved specifications of construction of the said complex over and above the Specifications described in the Agreement for Sale.
- e) Fees and expenses, if any, payable to any authority towards any Sale or Transfer Permission fees or otherwise in respect of the construction, sale or transfer envisaged hereunder.
- f) Stamp Duty, Registration Fees, Service Tax and any other tax and imposition levied by the State Government, Central Government or any other authority.
- g) Formation of Association/Holding Organization.
- h) All taxes, levies, betterment fees, development charges etc., under any statute rules and regulations on the Project Property or Development or on the construction or Marketing.
- i) Any internal change made in the layout and/or upgradation of fixtures and fittings.
- j) Swimming Pool and Usage charges.
- k) Charges for choice of floor and location.
- l) All other amounts on any account that may be charged by the Developer from the Transferees or any group of them from time to time.

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2. DEPOSITS (interest free) which shall include amounts of deposit on account of:-

- (a) Maintenance deposit to cover proportionate common expenses and maintenance charges (including reserves of 12-months maintenance charges or more or less),
- (b) Municipal rates and taxes etc,
- (c) Sinking Fund,
- (d) Electric Charges Deposit,
- (e) Any other deposits if so made applicable by the Promoter for any Transferable Areas.

SCHEDULE-E

(common expenses for maintenance, repairs, renewals, replacements)

- i) To regularly and punctually make payments of the Municipal rates, taxes and other outgoings payable in respect of the said FLAT/UNIT fully and proportionately for the common portion of the said building.
- ii) To regularly and punctually make payment of any fresh levies and impositions on account of rates and taxes payable for the common parts and portions of the said Building.
- iii) To regularly and punctually make payment of the proportionate share of Service/ Maintenance charges to the Vendor/Developer and upon formation to the said FLAT/UNIT

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Owner's Association for rendition of common services and for maintenance of the common expenses, parts and portions.

- iv) To pay and discharge all existing and future rates and water charges, taxes, duties, Assessments, impositions and outgoings of what so ever nature, whether or not of a capital or nonrecurring nature which now are or may be imposed and/or levied in future in respect of the said FLAT/UNIT wholly and proportionately for the said Building.
- v) To pay to the suppliers and indemnify the Vendor/Developer against and charges for electricity, telephone, water and other services consumed in the said FLAT/UNIT including any connection charge and meter installations costs and rents.
 - (a) Towards expenses for obtaining WBSEDCL connection charges to the said FLAT/UNIT of Rs...../- plus applicable GST.
 - (b) Towards security deposit for obtaining electric connection to the said FLAT/UNIT on actual basis.
 - (c) Towards proportionate part for deposit and incidental expenses plus applicable GST for the payment made to WBSEDCL for providing HT/ LT line transformer in the said premises on actual basis.
 - (d) Towards corpus deposit @ Rs...../- only.

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- (e) If at any time the Vendor/Developer shall be liable to make payment of any amount on account of statutory outgoing and/or impositions including sales tax, service tax, Goods & Service Tax etc. the Allottee/Purchaser(s) shall be liable and agrees to make payment of the amount on account of such statutory outgoings and sales tax, service tax and Goods & Service Tax and have agreed to keep the Vendor/Developer indemnified against all actions suits and proceedings.
- f) Towards expenses for payment towards municipal rates taxes and other outgoings of the said FLAT/UNIT annually.
- g) Towards**months** equivalent maintenance charges for common maintenance expenses @ **Rs.....** per month on chargeable area.
- h) Towards such further amounts which may become payable on account of statutory impositions and outgoings, including Goods & Service Tax if any.
- i) Towards expenses for Society/Association formation charges is **Rs...../-;**
- j) Towards deposit for Society/Association to be decided by the Vendor/Developer at the time of formation.
- k) Towards proportionate security deposit and incidental expenses plus applicable GST for installing transformer and common meter at the said building.

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Surplus, if any remain with the Vendor/Developer on account of the aforesaid payment the Vendor/Developer will hand over such surplus to the FLATOWNERS' ASSOCIATION upon its formation provided there shall be no default on the part of the Allottee/Purchaser(s) in making payment as mentioned herein above.

THE SCHEDULE-F

(House Rules and liability)

1. The Allottee/Purchaser(s) agrees to use and to hold the said FLAT/UNIT subject to the following covenants and conditions.

2. REPAIRS

i) From time to time and at all times to repair and maintain and keep in good and substantial, repair and condition the said FLAT/UNIT.

ii) To replace from time to time the fittings and fixtures including water and electrical installations with the intent and object or keep the neighboring FLAT/UNIT and/or to any part or portion of the said Building saved.

3. DECORATION

As often as reasonably necessary and in a workman like manner to prepare and decorate or otherwise treat, as appropriate all the exterior and internal parts of the FLAT/UNIT required to be treated properly. **If any alteration/ modification in the FLAT/UNIT is done the same shall not**

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violate any provision of the Building Construction Environment Management Regulation 2022 framed under Environment Protection Act 1986 read with Environment Protection Rules 1986.

4. NOTIFICATION OF DAMAGE:

The Allottee/Purchaser(s) shall forthwith notify the Vendor/ Developer and/or upon formation, the FLAT OWNERS' ASSOCIATION, of any damage defect or malfunction which may occur in or to any part of the FLAT/UNIT and/or the said building, water pipes, electrical wiring, or any other fittings and fixtures therein.

5. CLEANLINESS AND HYGIENE:

- i) The Allottee/Purchaser(s) shall keep the said FLAT/UNIT and/or every part thereof clean and hygienic and tidy and to keep all pipes, drains, basins, sinks and water closets clean and unblocked.
- ii) The Allottee/Purchaser(s) shall not throw refuse, rubbish, scrap, tins bottles, boxes, containers of any kind or any article or thing through or over windows or in any corridor or common part of the said premises except in the proper bins receptacles or containers only.

6. INSURANCE:

The Allottee/Purchaser(s) shall not permit or suffer to be done anything whereby the policy or polices of insurance on the

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building or the premises and/or the FLAT/UNIT against loss damage by fire or other risks may be rendered void or void able or whereby the rate of premium thereon may be increased.

7. WAIVER OF DEFAULT:

- i) No condoning, excusing, overlooking, indulgence or forbearance by the Vendor/Developer of any breach of the Allottee/Purchaser(s)' obligations herein shall operate as a waiver of the Vendor/Developer's right or in any way affect the Vendor/Developer's right hereunder in respect of any continuing or subsequent breach by the Allottee/Purchaser(s) of their obligations herein and no waiver by the Vendor/Developer shall be inferred from or implied by anything done or omitted by the Vendor/Developer but such waiver shall be expressly stated to be so in writing and signed by the Vendor/Developer. Any consent given by the Vendor/Developer shall operate as a consent only for the particular matter to which it relates and shall in no way operate as a waiver on release of any of the provisions herein nor shall it be construed as dispensing with the necessity of obtaining the specific written consent of the Vendor/Developer in future unless expressly so extended.

- ii) In giving its consent on any matters hereunder wherein the consent of Vendor/Developer is required, the Vendor/ Developer shall be at liberty to impose such conditions as it deems fit.

8. THE ALLOTTEE/PURCHASER(S) SHALL:

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- i) Co-operate with the other co-Purchasers and Vendor/ Developer and also with the FLAT OWNERS' ASSOCIATION in the management and maintenance of the said new building.
- ii) Observe the rules framed from time to time by the Vendor/Developer and upon the formation of the FLAT OWNERS' ASSOCIATION by such FLAT OWNERS' ASSOCIATION.
- iii) Use the said FLAT/UNIT for residential purposes and not for other purposes whatsoever.
- iv) Allow the Vendor/Developer or their representative with or without workmen to enter into the said FLAT/UNIT for the purpose of maintenance and repairs but generally within only with 48 hours prior notice in writing to the Allottee/ Purchaser(s).
- v) Pay and bear the common expenses and other outgoings and expenses since the day of possession or demand possession and also the rates and taxes for the said FLAT/UNIT and proportionately for the said building and/or common parts/areas and wholly for the said FLAT/UNIT and/or make deposits on accounts thereof in the manner mentioned hereunder to the Vendor/Developer and upon the formation of the FLAT OWNERS' ASSOCIATION to such FLAT OWNERS' ASSOCIATION. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the said FLAT/UNIT have been taken or not by

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the Allottee/Purchaser(s). The Allottee/Purchaser(s) shall pay the said amounts without raising any objection thereto regularly and punctually within**hours** to the Vendor/ Developer and upon formation of the FLAT OWNERS' ASSOCIATION to such FLAT OWNERS' ASSOCIATION.

- vi) Deposit the amounts reasonably required with the Vendor/ Developer and upon the formation of the FLAT OWNERS' ASSOCIATION with such FLAT OWNERS' ASSOCIATION towards the liability for rates and taxes and other outgoings.
- vii) Pay charges for electricity in or relation to the said FLAT/UNIT wholly and proportionately relating to the common parts.
- viii) Not to subdivide the said FLAT/UNIT and/or the parking spaces if allotted or any portion thereof.
- ix) Not do anything or prevent the Vendor/Developer for making further or additional constructions within any working day not withstanding any temporary disruption in the Allottee/ Purchaser(s) enjoyment of the said FLAT/UNIT.
- x) Maintain or remain responsible for the structural stability of the said FLAT/UNIT and not to do anything which has the effect of affecting the structural stability of the building.
- xi) Not do or cause anything to be done in or around the said FLAT/UNIT which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the

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said FLAT/UNIT or adjacent to the said FLAT/UNIT or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.

- xii) Not damage demolish or cause to damage or demolish the said FLAT/UNIT or any part thereof or the fittings and fixtures affixed thereto.
- xiii) Not close or permit the closing of verandas or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour schemes of the exposed walls of the verandas lounge or any external walls or the fences of external doors and windows including grills of the said FLAT/UNIT which in the opinion of the Vendor/Developer differs from the colour schemes of the building for deviation or which in the opinion of the Vendor/Developer may effect the elevation in respect of the exterior walls of the said building.
- xiv) Not install grills of any such design which have not been suggested and approved by the Architect.
- xv) Not do or permit to be done any act or thing which may render void or make void able any insurance in respect of the said FLAT/UNIT or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.

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- xvi) Not make in the said FLAT/UNIT any structural additions and/or alterations such as beams columns partition walls etc.
- xvii) Not use the said FLAT/UNIT or permit the same to be used for any purposes whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or the owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a **Boarding House, Club House, Nursing Home, Amusement or Entertainment Center, Eating or Catering Place, Dispensary or a Meeting Place** or for any commercial or industrial activities whatsoever.
- xviii) Not keep in the parking place anything other than private motor car or motor cycle and shall not raise or put any kutchra or pucca constructions grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking the parking place by putting any articles shall not be permitted. **The Common Areas cannot be altered or modified without consent of the Promoter and if the Promoter allows any such modification the same shall not violate any provision of the Building Construction Environment Management Regulation 2022 framed under Environment Protection Act 1986 read with Environment Protection Rules 1986.**

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- xix) Not use or permit to be used the allocated car parking space for any other purpose whatsoever other than parking of car/cars.
- xx) Not park car on the pathway or open spaces or at any other place of the building at any other place except the space allotted to him/her/its and shall use the pathways would be decided by the Vendor/Developer.
- xxi) Abide by such building rules and regulations as may be made applicable by the Vendor/Developer before the formation of the FLAT OWNERS' ASSOCIATION and after the FLAT OWNERS' ASSOCIATION is incorporated to comply with and/or adhere to the building rules and regulations of such FLAT OWNERS' ASSOCIATION.

RESTRICTIONS:

- xxiii) Lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the FLAT/UNIT in the Building.
- xxiv) Children shall not play in the stairways or elevators.
- xxv) No Allottee/Purchaser(s)/Occupier(s) shall make or permit any disturbing noises in the building or do or permits anything to be done therein which will interfere with the rights comforts or convenience of other occupiers. No occupier shall play upon or suffer to be played upon musical instruments or permit to be operated phonograph or radio or television, loud speaker in

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such the apartment if the same shall disturb or annoy other occupants of the building. No Occupier shall give vocal or instrumental instruction at anytime in order to reduce sounds emanating from an apartment.

xxvi) Each Owner shall keep such apartment in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors windows, terraces, and balconies thereof any dirt or other substances.

xxvii) No article shall be allowed to be placed in the halls or on the stair case landings.

xxviii) No shades, hangings, window guards, ventilators or air-conditioning devices shall be used in or about the building excepting such as shall have been approved by the Vendor/Developer.

xxix) No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the building except such as shall have been approved by the Vendor/Developer nor shall anything be projected out of any window of the Building without similar approval and shall install air conditioners only in the spaces specified by the Vendor/Developer and/or FLAT OWNERS' ASSOCIATION.

xxx) The passenger elevators in the building unless of the automatic type to be operated by the passenger shall be operated only by employees of the Vendor/Developer

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/Association and/or Syndicate and/or Society and there shall be no interference whatsoever with the same by Allottee/Purchaser(s) or members of their families, or their guests or employees or sub-tenants.

- xxxii) No vehicles, bicycles, scooters, shipping carts or similar vehicles shall be allowed in the passengers elevators except for wheel chairs meant for handicapped person(s) and baby carriages or any of the above mentioned vehicles shall be allowed to stand in the public halls, passageways.
- xxxiii) Water- closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same and damage resulting for misuse of any water closets or apparatus shall be make good by the FLAT/UNIT Owner in whose apartment it shall have been caused.
- xxxiv) No bird or animal shall be kept or harbored in the common areas of the Building. In no event dogs shall be permitted on elevators or in any of the common portion of the Building unless accompanied.
- xxxv) No radio or television aerial shall be attached to or hung from the exterior of the Building.
- xxxvi) The agents of the Syndicate / Society/ Association/ Vendor/ Developer/ Flat Owners' Association and any contractor or

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workman authorized by the Society/ Association/ Vendor/Developer/ Flat Owners' Association may enter in any flat at any reasonable hour of the day for the purpose of inspecting such flat.

xxxvi) Garbage and refuse from the apartment shall be deposited in such place only in the building and at such time and in such manner as may be directed by the Vendor/Developer/ Flat Owners' Association.

xxxvii) No vehicles belonging to a Allottee/Purchaser(s) or to a member of their family or guests, subtenant or an employee of a Lessee shall be parked in such manner as to impede or prevent ready access to the entrance of the Building by another vehicle.

xxxviii) These house rules may be altered and or added and or amended or repeated at any time by the Vendor/Developer and after formation of the Flat Owners' Association.

xxxix) Till formation of such Flat Owners' Association the Vendor/Developer or its representative shall manage and maintain the said Building and the common parts thereof.

11. THE ALLOTTEE/PURCHASER(S) AGREES THAT:

- i) The Allottee/Purchaser(s) shall pay regularly and punctually within **7th day** of every month and month by month the common expenses as described in the SCHEDULE-E hereunder written at such rate as may decided and

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determined and apportioned by the Vendor/Developer to be payable from the date of possession to the Vendor/Developer and upon formation and transfer of management of the Building to the Flat Owners' Association. Such payments are required to be made without any abatement or demand.

- ii) The proportionate rate payable by the Allottee/Purchaser(s) for the common expenses shall be decided by the Vendor/Developer from time to time and the Allottee/Purchaser(s) shall be liable to pay all such expenses wholly if it relates to the Allottee/Purchaser(s)' FLAT/UNIT only and proportionately for the Building as a whole. The statement of account of the apportionment of the charges as prepared by the Vendor/Developer or the Flat Owners' Association shall be conclusive and final. The Allottee/ Purchaser(s) shall not be entitled to dispute or question the same. In the event of the transfer of the management and administration of the said Building to the Flat Owners' Association in terms of these presents the employees of the Vendor/Developer such as watchman, security **staff, lift man etc. shall** be employed and/or absorbed in the employment of such FLAT OWNERS' ASSOCIATION with continuity of service and on the same terms and conditions of employment with the Vendor/ Developer and the Allottee/Purchaser(s) shall not be entitled to raise any objection thereto and hereby consents to the same.
- iii) After the formation of the FLAT OWNERS' ASSOCIATION the Allottee/Purchaser(s) shall pay such amounts for the aforesaid

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purpose as may be fixed and determined by the FLAT OWNERS' ASSOCIATION.

- iv) So long each FLAT/UNIT in the said premises is not separately mutated, the Allottee/Purchaser(s) shall pay the proportionate share of all rates and taxes assessed on the whole premises to the Vendor/Developer from the date of possession. Such proportion is to be determined by the Vendor/Developer on the basis of the area of such FLAT/UNIT in the said Building.
- v) If the Allottee/Purchaser(s) fail to pay the aforesaid expenses or part thereof within time as aforesaid the Allottee/Purchaser(s) shall be liable to pay interest at the rate of 2% per month and further that if any interest remain unpaid for sixty days, the Vendor/Developer or upon formation of FLAT OWNERS' ASSOCIATION such FLAT OWNERS' ASSOCIATION shall be at liberty to disconnect and/or suspend all common services attached to the Allottee/Purchaser(s)' FLAT/UNIT such as water supply, electricity connections, use of lifts etc. till such dues with interest are paid and shall be liable to pay the common expenses for such suspension period as well as reconnection charges.
12. Subject to Allottee/Purchaser(s) making payment the Vendor/ Developer / Flat Owners' Association shall be liable for:
- i) Repairing, rebuilding, repainting, improving or other treatments as necessary and keeping the property and every

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exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.

- ii). Painting with quality paint as often as may (in the opinion of the Vendor/Developer/ FLAT OWNERS' ASSOCIATION be necessary and in a proper and workmanlike manner.
- iii). Keeping the grounds of the said Building generally in a neat and tidy condition.
- iv) Keeping the passage in good clean and tidy.
- v) Paying cost of cleaning, repairing, any drains and sewers forming part of the property (not forming part of any FLAT/UNIT).
- vi) Paying such workers as may be necessary in connection with the upkeep of the property.
- vii) Insuring any risks.
- viii) Cleaning as necessary the external walls and windows and (not forming part of any FLAT/UNIT) in the property as may be necessary, keeping cleaned the common parts and halls passages landing and staircases and all other common parts of the Building.
- ix). Maintaining and operating the lifts.

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- x). Providing and arranging for the emptying receptacles for rubbish.
- xi). Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the Building or any part thereof excepting in so far as the same are the responsibility of the individual Owners / occupants of any FLAT/UNIT.
- xii) Generally managing and administering the development and protecting the amenities in the building and for that purpose employing contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the FLAT/UNIT.
- xiii) Employing qualified accountants for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amounts thereof for the period to which the accounts relate.
- xiv) Complying with the requirements directions of any competent authority and with the provisions of all statues and all regulations orders and by laws made there under relating to the building excepting those which are the responsibility of the Owner / occupier of any FLAT/UNIT.
- xv) Making Insurance of firefighting appliances and other equipment for common use and maintenance renewal and

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insurance of the common television aerials and such other equipment as the Vendor/Developer may from time to time consider necessary for the carrying out of the acts and things.

13. In such time to be fixed annually as shall be estimated by the FLAT OWNERS' ASSOCIATION (whose decision shall be final) to provide a reserve fund for items of expenditure to be or expected to be incurred at any time.
14. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the FLAT OWNERS' ASSOCIATION for the Owners of the FLAT/UNIT and shall be only applied in accordance with unanimous or majority decisions of the members of the FLAT OWNERS' ASSOCIATION and with the terms of this SCHEDULE.

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Designated Partner

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written:

SIGNED, SEALED AND DELIVERED
by the OWNER at Kolkata

Owner

SIGNED, SEALED AND DELIVERED
by the DEVELOPER
at Kolkata

Developer

SIGNED, SEALED AND DELIVERED
by the ALLOTTEE/PURCHASER(S)
at Kolkata

Allottee/Purchaser(s)

Witnesses :

Drafted by:

Advocate, High Court, Calcutta

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Designated Partner

RECEIVED by the VENDOR/DEVELOPER of and from within named ALLOTTEE/PURCHASER(S) a sum of **Rs.-----/-** (Rupees -----) only being the full consideration money as per memo below : **Rs.----- /-**

MEMO OF CONSIDERATION

Cheque Date	Drawn On	CH NO.	Total Flat Amount (In Rs.)	Total GST Recd Against payment (in Rs.)	Total Recd including GST in Cheque
		Total :		N/A	

(Rupees -----) only

WITNESSES :

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Sarthak Bajaria
Designated Partner

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DATED THIS DAY OF 2023

-BETWEEN-

ULLAHAS NANDINI UDYOG
PRIVATE LIMITED
OWNER

-AND-

SOUTHWINDS DEVELOPERS
LLP
DEVELOPER

-AND-

ALLOTTEE/PURCHASER

DEED OF CONVEYANCE

SOUTHWINDS DEVELOPERS LLP

Sarthak Bajaria
Designated Partner

SOUTHWINDS DEVELOPERS LLP

Santhak Bajaria
Designated Partner

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