

## DEED OF CONVEYANCE

This DEED OF CONVEYANCE (“Deed”) is made on this [\_\_\_] day of [\_\_\_] 2024 at [\_\_\_]

BY AND AMONG:

**TEXMACO INFRASTRUCTURE & HOLDINGS LIMITED (PAN AABCT0814B)** and **(CIN: L70101WB1939PLC009800)** a company within the meaning of the Companies Act 2013, and having its registered offices at Premises No. \_\_\_\_\_, Police Station \_\_\_\_\_, Kolkata –700 \_\_\_\_\_, represented by its constituted attorney **PS GROUP REALTY PRIVATE LIMITED (PAN AABCP5390E) (CIN U65922WB1988PTC044915)**, a company within the meaning of the Companies Act 2013, and having its registered offices at 1002 E.M. Bypass, Police Station Pragati Maidan (previously Tiljala), Post Office Dhapa, Kolkata – 700105, pursuant to a registered power of attorney dated \_\_\_\_\_, registered in the office of \_\_\_\_\_ and recorded in Book No. \_\_, Volume No. \_\_\_\_\_, Page Nos. from \_\_\_\_\_ to \_\_\_\_\_, being No. \_\_\_\_\_ for the year \_\_\_\_\_, acting through its authorized signatory **MR RADHESHYAM PANCHARIA [PAN AEQPP5365K] [AADHAAR No. 676100507035]** son of Bhanwar Lal Pancharia and working for gain at 1002, E M Bypass, Police Station Pragati Maidan, Post Office Dhapa, Kolkata 700 105, authorized and appointed *vide* a Board Resolution dated [●], hereinafter referred to as the **“OWNER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and assigns) of the **FIRST PART**.

AND

**PS GROUP REALTY PRIVATE LIMITED (PAN AABCP5390E) (CIN U65922WB1988PTC044915)**, a company incorporated under the Companies Act, 2013 and having its registered office at 1002 E.M. Bypass, Police Station Pragati Maidan (previously Tiljala), Post Office Dhapa, Kolkata 700105, acting through its authorized signatory **MR RADHESHYAM PANCHARIA [PAN AEQPP5365K] [AADHAAR NO. 676100507035]** son of Bhanwar Lal Pancharia and working for gain at 1002, E M Bypass, Police Station Pragati Maidan, Post Office Dhapa, Kolkata 700 105, authorized and appointed *vide* Board resolution dated [●], and hereinafter referred to as the **“PROMOTER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and assigns) of the **SECOND PART**.

The Owner and the Promoter shall jointly and collectively be referred as the “**TRANSFERORS**” for the purpose of brevity and where the context so permits it shall refer to only such of it as is concerned with the relevant matter(s)/issue(s).

AND

Mr [\_\_\_], son of [\_\_\_], PAN No: [\_\_\_], AAADHAR No: [\_\_\_] and Mrs [\_\_\_], wife of [\_\_\_], PAN No: [\_\_\_], AAADHAR No: [\_\_\_], both residing at [\_\_\_], (hereinafter collectively referred to as the “ALLOTTEE”, which expression shall unless repugnant to the context or meaning thereof mean and include his/her/their heirs, representatives, successors-in-interest, executors and/or permitted assigns) of the THIRD PART.

[OR]

[\_\_\_], a company within the meaning of the Companies Act, 2013 and having its registered office at [\_\_\_] P.O [\_\_\_], P.S [\_\_\_], having PAN: [\_\_\_], represented by its authorized representative Mr [\_\_\_], son of [\_\_\_], residing at [\_\_\_], P.O [\_\_\_], P.S [\_\_\_], having Aadhar No. [\_\_\_], authorized vide board resolution dated [\_\_\_], (hereinafter referred to as the “ALLOTTEE”, which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-interest and permitted assigns) of the THIRD PART.

[OR]

[\_\_\_] [PAN: [\_\_\_]], a partnership firm established under the Indian Partnership Act, 1932 and having its office at [\_\_\_] P.O [\_\_\_] P.S [\_\_\_] and represented by its authorised partner [\_\_\_] [PAN: [\_\_\_]], [AAADHAR No: [\_\_\_]], son of [\_\_\_] and residing at [\_\_\_] P.S [\_\_\_] P.O [\_\_\_], (hereinafter referred to as the “ALLOTTEE”, which expression shall unless repugnant to the context or meaning thereof mean and include the partners of the firm for the time being and their successors and permitted assigns) of the THIRD PART.

[OR]

[\_\_\_] [PAN: [\_\_\_]], a trust/society established under the Indian Trusts Act, 1882/Societies Registration Act, 1860 and having its office at [\_\_\_] P.S [\_\_\_] P.O [\_\_\_] and represented by its [\_\_\_] Mr [\_\_\_] [PAN: [\_\_\_]], [AAADHAR No: [\_\_\_]], son of [\_\_\_] and residing at [\_\_\_] P.S [\_\_\_] P.O [\_\_\_], (hereinafter referred to as the “ALLOTTEE”, which expression shall unless repugnant

to the context or meaning thereof mean and include all the trustees of the trust for the time being/all the members of the Governing Body of the society for the time being and their successors-in-office and permitted assigns) of the THIRD PART.

[OR]

Mr [\_\_\_] [PAN: [\_\_\_]], [AAADHAR No: [\_\_\_]], son of [\_\_\_] residing at [\_\_\_] P.S [\_\_\_] P.O [\_\_\_] for self and as the Karta of the Hindu Joint Mitakshara Family known as [\_\_\_] HUF [PAN: [\_\_\_]], having its place of business/ residence at [\_\_\_] P.S [\_\_\_] P.O [\_\_\_] (hereinafter referred to as the "ALLOTTEE" which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assigns) of the THIRD PART.

The Owner, the Promoter and the Allottee shall collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. The Owner is absolutely and lawfully entitled to the Said Land, morefully described in Part – I of Schedule A hereto and is fully seized and possessed of the Said Land. The Owner is also entitled to the leasehold rights in respect to the Private Passage Area, morefully described in Part II of Schedule A (the Said Land with the Building thereon togetherwith the Private Passage Area hereinafter referred to as the "**Project**" named as "Jadegrove Phase-I).
- B. The vesting of ownership in respect of the Said Land and vesting of the leasehold rights of Private Passage Area, in favour of the Owner is more particularly detailed in **Part – III** of **Schedule A** hereunder.
- C. The Owner desired to develop the Said Land and for that purpose had approached with the proposal of development of the Said Land wherein the Owner would allow, permit and that the Promoter would have all right power and authority to develop the Said Land at its own cost and expenses.

- D. The Owner and the Promoter have entered into a Development Agreement dated 15<sup>th</sup> July, 2022 registered at the office of DSR – III, South 24 Parganas, in Book No. I, Volume No. 1603-2022, Pages 418284 to 418338, Being No. 160311143 for the year 2022 (“Development Agreement”) for the purpose of development by the Promoter a real estate project over the said Land. The Owner has also granted to the Promoter Power of Attorney dated 25.07.2023, registered in the office of DSR-III, South 24 Parganas and recorded in Book –I, Volume No. 1603-2023, Pages from 306648 to 300662, being No. 160311142 for the year 2023.
- E. The Said Land is earmarked for the purpose of a residential project having ground plus \_\_\_\_\_ (G+\_\_\_\_\_) storied building (hereinafter referred to as the “Building”) and the Private Passage Area shall be used by the Allottees of the Project and the Adjoining Project (defined below) for egress and ingress to the Project. The Promoter had applied for and obtained sanction of the building plan vide Building permit no. \_\_\_\_\_ dated \_\_\_\_\_ from Kolkata Municipal Corporation (hereinafter referred to as the said plan and shall include all alterations and/or modifications made thereto from time to time and as may be permitted by the authorities concerned) and commenced construction of the Building in the Project. The Promoter agrees and undertakes that it shall not make any changes to the plans of the Project except in strict compliance with Section 14 of the Act and Section 9 (3) of the Rules and other laws as applicable.
- F. The Promoter vide letter dated \*•+ has submitted for the commencement of the Project.
- G. The Promoter has registered the Project as a separate Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority (“Authority”) at [ ] on [ ] under Registration No. [ ].
- H. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title, and interest of the Promoter regarding the Land on which Project is to be constructed have been completed.

- I. The Allottee had applied to the Promoter for purchase of an Apartment in the Project vide Application (“**Application**”, morefully detailed in **Part - III of Schedule B**) on the terms and conditions recorded therein, in pursuance whereof, by and under a provisional allotment letter (“**Allotment Letter**”, morefully detailed in **Part - IV of Schedule B**), the Promoter has provisionally allotted in favour of the Allottee All That the Unit (“**Said Unit**”) together with such number(s) of car parking space(s), if any, to be earmarked, identified and designated by the Promoter at the Building and/or the Said Project, which do not form a part of the Common Areas, (“**Car Parking Space**”) for the parking of private medium sized/standard car(s) owned by the Allottee within such space(s), subject to and on the terms and conditions recorded in the Application and the Allotment Letter and the general terms and conditions forming a part of and/or governing the said provisional allotment and/or the Allotment Letter, and further subject to the Allottee making payment of the consideration amount as well as all other dues, deposits, costs and expenses, each of which were unconditionally accepted by the Allottee, with the tentative floor plan of the Said Unit being annexed hereto, marked as **Part II of Schedule B** (Said Unit together with the permission to park private medium sized car(s) owned by the Allottee within the space comprising the Car Parking Space if any, hereinafter collectively shall be referred to as “**Said Apartment**” as morefully in **Part - I of Schedule B** hereunder written) in accordance with the Specifications, marked as **Schedule C** hereto together with the irrevocable right to use the common areas, parts, portions, installations and facilities of the Project in common with the remaining allottees of the Project (hereinafter collectively referred to as the “**Common Areas**”, and more particularly described in **Schedule - E** hereto)
- J. Subsequently an Agreement for Sale dated [\_\_\_] (“ATS”) was executed and registered at the office of [\_\_\_], in Book No. [\_\_\_], Volume No. [\_\_\_], Pages [\_\_\_] to [\_\_\_], Being No. [\_\_\_] for the year [\_\_\_] among the Owner, the Promoter and the Allottee, whereby the Promoter agreed to sell transfer and convey and the Allottee agreed to purchase and acquire on ownership the said Apartment subject to the terms and conditions contained in the said ATS and Allotment Letter, which terms and conditions, for all purposes and unless repugnant to the context, shall form part of this Deed and in case of any contradiction, the terms contained in this Deed shall prevail.
- K. The Allottee has from time to time paid in full as stipulated in the ATS.

- L. The Promoter since has completed construction of the said Apartment and pursuant to the Plan a completion certificate dated \_\_\_\_\_ has been issued by the Kolkata Municipal Corporation (“**Completion Certificate**”) and intimated the Allottee about its intention of executing this Deed.
- M. The Allottee has now approached the Promoter for execution of this Deed to sell transfer and convey to the Allottee for the Term which the Promoter has agreed.

NOW, THEREFORE, IT IS WITNESSETH THAT:

1. DEFINITIONS

In this Deed, (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the following meanings assigned to them herein below:

“Applicable Law” shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Deed or thereafter;

“Association” shall mean Association set up under the West Bengal Apartment Ownership Act, 1972 or as per applicable laws;

“Built-up Area” shall mean the Carpet Area of such Apartment and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Apartment /Balcony and any other Apartment /Balcony and the niches/cupboard, elevation, treatment and the area covered by all other external walls of the such Apartment /Balcony

“Common Areas” shall mean the areas, amenities and facilities within the Project specified in Part I of **Schedule E** and General Common Elements (*defined below*) specified in Part II of **Schedule E** herein;

“Common Expenses” shall include all expenses for the management, maintenance and upkeep of the Project as indicated in **Schedule F** hereto and shall be proportionately payable periodically as maintenance charges by all Unit Allottee including the Allottee;

“Common Purposes” shall include the purpose of managing and maintaining the Project, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Allottee and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas in common;

“Exclusive Balcony/Verandah/Open Terrace Area” or “EBVT Area” shall mean the floor area of the balcony or verandah and/or open terrace, which is appurtenant to the net usable floor area of Unit, meant for the exclusive use of the Allottee;

“Maintenance Agency or Facility Management Company (FMC)” shall mean initially the Promoter or any entity/agency appointed by the Promoter for the maintenance and shall ultimately mean the Association formed in terms of this Deed;

“Net Area” shall mean sum of the carpet area of the Unit and EBVT area.

“Unit Allottee” shall according to the context, mean all allottees and/or intending allottees of different apartments for residential usage in the Project.

## 2. Disclosures, Disclaimer Confirmation And Acknowledgement

2.1 At or before the execution of this Deed the Allottee has fully satisfied himself/itself/herself as to:

- i) The ownership of Owner and the right of the Promoter in respect the said Land;
- ii) The leasehold interest of Owner and the right of the Promoter in respect the said Private Passage Area;
- ii) The right of the Owner and the Promoter to transfer and/or sell the Apartment in terms of this Deed;
- iii) Has inspected the plan sanctioned by the authorities concerned;
- iv) The Completion Certificate issued by the Kolkata Municipal Corporation;
- v) The proposed location, lay out plan and the dimensions of each of the Said Apartment;

- vi) The nature, state, condition and measurement of the Said Land, the said Private Passage Area and the Project, as applicable, and the manner in which the same is/are presently intended to be used;
- vii) The nature and the extent of the rights and benefits proposed to be granted and/or extended to the Allottee as also the several obligations to be performed and fulfilled by the Allottee, each to the satisfaction of the Promoter
- viii) Acknowledges that the right of the Allottee shall remain restricted to the said Apartment and that the Allottee shall have no right over and in respect of the other parts and portions of the Project except the right to use in common the various Common Areas in common with the other Allottees and occupiers.
- ix) Acknowledges that the terms and conditions of this Deed are fair and reasonable.
- x) Has obtained independent legal advice and the Advocates so appointed by the Allottee have also caused necessary searches/investigation of title to be made.
- xi) Acknowledges that the said Project is a very prestigious complex and as such the Allottee agrees to abide by the terms and conditions herein contained and also the house rules as hereinafter appearing.
- xii) The Allottee hereby confirms that he/she/it is executing this Deed with full knowledge of all the laws, rules, regulations, notifications etc applicable to the Project.
- xiii) The Allottee has fully satisfied himself/herself/itself as to the carpet area comprised in the said Apartment and further acknowledges that the building and/or the said Apartment has been constructed erected and completed with the materials/specifications which have been detailed out in the said ATS.
- xiv) The Allottee is fully satisfied as to the structural stability of the said Building.
- xv) For a regulated and disciplined use of car parking spaces, the Promoter has reserved the right to allot parking facility to the interested co-applying for the same in an organised manner whereby each such interested co-acquirers shall be allotted car parking space of the type applied by him in an identified dependent or independent space.

### 3. Transfer



- 3.1 In consideration of the payment as mentioned in **Schedule D**, the entirety whereof has been paid by the Allottee to the Promoter at or before execution hereof and the receipt of the Promoter does hereby and by the Memo of Consideration hereunder written admit, the Owner the Promoter:
- (A) hereby sells and/or transfers, absolutely and perpetually forever to the Allottee the said Apartment as more fully described in **Part I of Schedule B** hereunder and delineated, demarcated and bordered in colour Red in the plan as annexed in **Part II of Schedule B** herein; and ;
- (B) hereby grants a perpetual and non-exclusive right to use and enjoy the Common Areas in common with all the other Unit Allotees in the Project (it is clarified that the Common Areas shall be transferred to the Association by the Promoter/ Owner) and Unit Allotees in the Adjoining Project (*defined below*), free from all encumbrances, trusts, liens, lis pendens and attachments whatsoever and all benefits and rights hereby granted to the Allottee, subject further to the observance and performance of the terms, conditions and stipulations as contained in this Deed and ATS and subject further to the observance and performance by the Allottee of all the terms and conditions of the management, administration and maintenance of the Common Areas and subject further to the Allottee paying and discharging all existing and future rates, taxes, impositions, outgoings from the date of its possession and/or the deemed date of possession, as the case may be, wholly with respect to the Apartment and proportionately with respect to the Common Areas.
- 3.2 The term 'the Apartment' wherever used in this Deed shall include all the properties and rights mentioned in Clause 3.1 hereinabove which are being hereby sold transferred and/or conveyed, unless contrary to the context and it is expressly made clear that the same shall constitute one unit.
- 3.3 The right of the Allottee shall be restricted to the Said Apartment together with the right to use the common areas and the Allottee shall have no right, title or interest whatsoever in respect of the others units and garage in the Project.
- 3.4 In respect of the other spaces, properties and other rights which are not intended to be sold conveyed and transferred to the Allottee as aforesaid, the Promoter shall be entitled to use, utilise, transfer, sell, convey, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit

and proper by it in its absolute discretion, without any reference or objection of the Allottee. The Allottee hereby consents to the same and undertakes not to raise any claim or create or cause to be created for any reason, directly or indirectly, any obstruction or hindrance whatsoever regarding the same.

- 3.5 The Allottee shall use and enjoy the said Apartment in the manner not inconsistent with its rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Unit Allottees and/or of the Promoter.
- 3.6 The Allottee shall be entitled TO HAVE AND TO HOLD the said Apartment hereby transferred, sold, conveyed, assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Allottee absolutely and forever in the manner not inconsistent with its rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Unit Allottees and/or of the Promoter.
- 3.7 The said Apartment is together with and subject to the mutual easements and restrictions mentioned in this Deed including in **Schedule-G** hereto and the common rules, terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed and **Schedule-H** hereto, which shall be covenants running with the said Apartment in perpetuity.

#### 4. COVENANTS OF THE OWNER AND PROMOTER

- 4.1 The Owner and Promoter hereby covenants with the Allottee that it:
- (a) The Owner and the Promoter have the right to sell, convey and transfer the said Apartment to the Allottee free from all encumbrances mentioned hereinabove;
  - (b) shall, at the costs and requests of the Allottee, execute all necessary documents as may be reasonably required for more perfectly assuring the said Apartment to unto and in favour of the Allottee.
- 4.2 The Promoter hereby covenants with the Allottee that the Promoter is lawfully entitled to develop the Project and to transfer its rights and that of the Owner in respect of the said Apartment.

- 4.3 The Promoter hereby further covenants with the Allottee that the Promoter has received payments as mentioned in **Schedule-D** and acknowledges the receipt thereof in the Memo of Consideration hereunder.
- 4.4 On timely and regularly paying all the Allottee 's payables and observing, performing and complying with all covenants and conditions herein contained and/or on its part to be observed, performed and/or fulfilled, the Allottee shall peacefully and quietly have and hold and enjoy the Apartment, without any interruption, eviction or disturbance by the Allottee or any person or persons claiming under or in trust for the Owner.
- 4.5 The Promoter hereby further covenant that post formation of the Association as per the applicable local law, the Promoter shall execute deed of transfer/conveyance of the common areas in favour of the Association. It being made clear that cost and charges including stamp duty and registration for such transfer shall be borne by the Association i.e., the cost shall be shared proportionately among the Unit Allotees.

## 5. COVENANTS OF THE ALLOTTEE

- 5.1 The Allottee agrees, undertakes and covenants to:
- (a) perform, observe and comply with all the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed and not to commit breach of or do any act contrary to any of the terms, covenants and conditions stated therein or herein;
  - (b) pay wholly in respect of the said Apartment and proportionately in respect of the Common Areas, the Common Expenses, maintenance charges, electricity charges and all levies, duties, charges, surcharges, rates, taxes and outgoings including GST, betterment and/or development charges under any statute, rule or regulation, electricity charges. Common Expenses and maintenance charges that may be and/or become payable at any time (including enhancements thereto and/or new imposition) relating to the construction, transfer and/or maintenance of the said Apartment and/or relating to this Deed of Conveyance shall be paid by the Allottee without raising any objection thereto, within 15(fifteen) days of demand being made and the Promoter shall not be liable for the same under any circumstance;
  - (c) regularly and punctually pay and contribute all costs and expenses for the utilities and facilities provided and/or obtained in the said Apartment and ensure that those to the

other Unit Allottees are not adversely affected by any acts or defaults of the Allottee;

- (d) not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the transfer, sell, convey or disposal of any other unit or apartment in the Project;
- (e) not question the quantum or apportionment of the Common Expenses mentioned in **Schedule- E** (Common Expenses) or the basis thereof;
- (f) not object to the user of the Common Areas (mentioned in Schedule-E) including the General Common Elements by the other Unit Allottee of the Project and the Adjoining Project (*defined below*);
- (g) comply with and honour the mutual easements, common rules and restrictions mentioned in **Schedule-G**;
- (h) get the said Apartment mutated in its name and/or separately assessed by the Corporation/Municipality or any competent authority;
- (i) pay all amounts and deposits that are payable by the Allottee under this Deed of Conveyance and/or which are the liability of the Allottee under this Deed of Conveyance even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance; and
- (j) pay all future betterment/development charges etc. relating to the said Apartment and/or the Common Areas.
- (k) On the front side of the Project, the Promoter is also undertaking development of ALL THAT Municipal Premises No. 18, Radhanath Choudhury Road (“**Adjoining Project**”). The Promoter for the beneficial interest of the Allottees and in order to provide wholistic range of facilities and amenities, the Promoter has formulated a Scheme whereby the Allottees of this Project and the Adjoining Project shall be entitled to enjoy and use certain identified common Facilities and Amenities of both, this Project and the Adjoining Project including the Private Passage Area (referred to as “the **General Common Elements**”, morefully detailed and described in PART II of **Schedule E**) similarly Allottees of the Adjoining Project shall be entitled to the same, this would ensure that the Allottees of both the Projects, have a wide range of facilities and amenities at their disposal. To facilitate such beneficial use of General Common Element, the Developer shall provide a temporary

access gateway on the eastern side of boundary wall of the Project which would directly connect with the Adjoining Project.

- (l) However each of the Allottees of the Project shall be limited and restricted to the user of General Common Elements in the Adjoining Project and shall have no access or user to any other parts and portions of the Adjoining Project. Similarly, the Allottees of the Adjoining Project shall be limited and restricted to the user of the General Common Elements in the Project and shall have no access or user to any other parts and portions of the Project.
  - (m) The Promoter upon obtaining the Occupancy Certificate or Completion Certificate of the Adjoining Project, the Promoter shall issue a notice in writing to the Allottees of the Project intimating the date from which the Allottees shall be entitled to use and avail the General Common Elements and on and from such date the Allottees shall be liable to pay the pro-rata cost of maintenance of the General Common Elements.
  - (n) The Promoter through itself or through a facility management company shall run, operate, manage and maintain the General Common Elements and on formation of Association of both, the Project and the Adjoining Project, an Apex Association shall be formed, which would comprise of representatives of both the Associations, for the maintenance and upkeep of the General Common Elements. Such Apex Association through itself or through a facility management company to run, operate, manage and maintain and to collect maintenance charges on pro-rata basis from the Allottees of the Project and the Adjoining Project.
  - (o) The Rules/ Bye Laws to regulate the use and maintenance of the General Common Elements shall during the interim maintenance period shall be framed by the Promoter with such restrictions as may be necessary for proper maintenance and all the Allottees of the Project and the Adjoining Project are bound to follow the same. After the General Common Elements of the Project and the Adjoining Project are handed over to the Apex Association, such Apex Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Apex Association.
- 5.2 The Allottee hereby acknowledges that it is his/her/its obligation to make payment of all rates, taxes and outgoings whether local state or central which may become payable in respect of his/her/it Apartment for the period commencing from as stipulated and shall

be liable to make payment as and when the same becomes due and payable without raising any objection whatsoever or howsoever and in any event agrees to keep the Owner / Promoter and/or their respective successors and/or successors saved harmless and fully indemnified from and against all costs charges actions suits and proceeding including litigation cost.

6. POSSESSION:

At or before the execution of this Deed, the Allottee herein confirms that it has independently satisfied itself about the right, title and interest of the Owner and the Promoter in the said Land and/or the said Apartment, the Plans and the constructions, including the quality and specifications thereof, the net area of the said Unit, the workmanship, the quality of materials used, the structural stability, necessary provisions have been made for the safety and security of the occupants of the Building and the completion of the Buildings, the Common Areas and the said Apartment and has agreed not to raise any objection of whatsoever nature. Simultaneously with the execution and registration of this Deed, khas, vacant, peaceful, satisfactory and acceptable possession of the Apartment has been handed over by the Promoter to the Allottee, which the Allottee admits, acknowledges and accepts.

7. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such, time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter.

It is expressly agreed and understood that the Promoter shall not be liable to rectify any defect occurring under the following circumstances:

- a. If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Purchaser taking over possession of the Said Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- b. If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Purchaser, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- c. If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- d. If the Purchaser after taking actual physical possession of the Said Unit, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
- e. Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.
- f. If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Purchasers or his / her agents in the manner in which same is required to be maintained.
- g. Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not

under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.

- h. Any defect due to force majeure
- i. Failure to maintain the amenities / equipments
- j. Due to failure of AMC
- k. Regular wear and tear
- l. If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained hereinabove in this clause.



## SCHEDULE-A

### Part I

[Description of said Land]

ALL THAT messages tenements dwelling houses out houses sheds and premises measuring about 70000 sqft (more or less) together with the piece and parcel of land containing an area of 6(six) Bighas 17(Seventeen) Cottahs 6(six) Chittacks and 3(three) sq.ft more or less situate lying at and being premises No. 17, Radhanath Chowdhury Road (on amalgamation of 17 & 20/2 Radhanath Chowdhury Road) , Kolkata – 700 015, Police Station – Entally, within Ward No. 56 of the Kolkata Municipal Corporation and Sub-Registration office- Sealdah in the District of South 24-Parganas and butted and bounded as follows:

**On the North:** Partly by Premises No. 14/1 Bibi Bagan Lane & 5ft common wide passage

**On the South:** Partly by Premises No. 23, Radhanath Chowdhury Road and Partly by Premises No. 24, Radhanath Chowdhury Road,

**On the East :** Partly Premises No. 19, Radhanath Chowdhury Road and partly by Premises No. 14/1, Radhanath Chowdhury Road

**On the West:** Partly by Premises No. 18, Radhanath Chowdhury Road, By Premises No. 20B Radhanath Chowdhury Road, By Premises No. 21/1 Radhanath Chowdhury Road and partly by 16ft. wide common passage

And delineated in the map/ plan attached as Annexure A hereto

## Part II

### PRIVATE PASSAGE AREA

ALL THAT piece and parcel of land containing an area 13.34 Cottahs more or less situate lying at and being Premises No. 18 Radhanath Chowdhury Road, (formerly Tangra Road), Kolkata 700015, Police Station-Entally, within Ward No.56 of the Kolkata Municipal Corporation being Holding No. 139 in Grand Division No. 1 Sub Division -H, Dihi-Panchannagram within Thana Entally and Sub Registration Office-Sealdah, in the District of South 24-Parganas and butted ad bounded as follows: -

ON THE NORTH : By a portion of Premises No. 18 Radhanath Choudhary Road

ON THE SOUTH : By Premises No.20A, Radhanath Choudhary Road;

ON THE EAST : By Premises No 17 Radhanath Choudhary Road;

ON THE WEST : By Radhanath Chowdhury Road;

## Part III

### TITLE

#### THE SAID LAND:

- A. By an Indenture dated 28th May 2011 registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. I CD Volume No. 11 Pages 2829 to 2848 Being No. 04573 for the year 2011 and made between (1) Nirmal Kumar Dutta (2) Naba Kumar Dutta (3) Shyamal Kumar Dutta (4) Probir Kumar Dutta and (5) Pronob Kumar Dutta therein collectively referred to as the Vendors of the One Part and the Owner herein therein referred to as the Purchaser of the Other Part, the said Vendors sold transferred conveyed assured and assigned unto and in favour of the Owner ALL THAT the Municipal Premises No. 17 Radhanath Chowdhury Road (formerly Tangra Road) Kolkata 700 015 containing by estimation an area of 3 bighas

14 cottahs 09 chittacks and 40 sq.ft. be the same a little more or less together with the structures standing thereon (hereinafter referred to as "Plot- A") for the consideration recorded in the said Indenture.

- B. By a Deed of Conveyance dated 9th February 2012 registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. I CD Volume No.3 Pages 2743 to 2759 Being No.01094 for the year 2012 and made between Lopamudra Data therein referred to as the Vendor of the One Part and the Owner herein therein referred to as the Purchaser of the Other Part the said Vendor sold transferred conveyed assured and assigned unto and in favour of the Owner ALL THAT the Municipal Premises No. 20/2, Radhanath Chowdhury Road (formerly Tangra Road) Kolkata -700015 containing estimation an area of 3 bighas, 2 cottahs, 12 chittacks and 8 sq.ft. be the same, a little more or less together with the various structures standing thereon (hereinafter referred to as "Plot-B") for the consideration recorded in the said Indenture.
- C. The said Plot-A and the said Plot-B are contiguous to each other as such the Owner herein applied for amalgamation of the same before the appropriate authority of the Kolkata Municipal Corporation and on or about 21/11/2016, the Said Plot A and B were amalgamated in the records of the Kolkata Municipal Corporation and such amalgamated premises have been renumbered as Municipal Premises No. 17, Radhanath Chowdhury Road, Kolkata - 700015.
- D. In the events aforesaid, the Owner became the owner of All That piece and parcel of land containing by admeasurement a total area of 6 Bighas, 17 Cottahs, 6 Chittacks and 3 Sq.ft. be the same a little more or less together with structures, messages and tenements standing thereon being premises No. 17, Radhanath Chowdhury Road, Kolkata - 700015 free from all encumbrances charges, liens, lispens, attachments, acquisitions, requisitions whatsoever or howsoever.

**PRIVATE PASSAGE AREA**

By a Deed of Assignment/Sub Lease dated 18th February 2021 registered in the office of ARA-IV, Kolkata vide Deed No. 01039 for the year 2021, made between Macfarlane & Co Limited and the Owner herein, granted an Assignment/Lease of the Private Passage Area, unto and in favour of the Owner herein for a term of 29 years commencing from 18th day of February 2021 and expiring on 17th day of February 2050 at the rent and on the terms and conditions contained therein.

## SCHEDULE-B

### PART I

(said Apartment)

ALL THAT the Unit no. [\_\_\_] having carpet area of [\_\_\_] square feet and Exclusive Balcony/Verandah/Open Terrace Area Or “EBVT Area”, if any, having area of [\_\_\_] square feet aggregating to a Net area of [\_\_\_] square feet, type [\_\_\_], on [\_\_\_] floor in the Building (“Unit”) along with [\_\_\_] number of garage/covered car parking space bearing nos. [\_\_\_] each admeasuring [\_\_\_] square metre in the [\_\_\_] [Please insert the location of the garage/covered parking], (“Garage”) now in course of construction on the said Land TOGETHER WITH the proportionate share in all common areas as permissible under law

### PART II

PLAN

### PART III

**(Application Form)**

PART IV

**(Allotment Letter)**

SCHEDULE-C

[Specifications of the Apartment]

SCHEDULE-D

[PAYMENTS]

1.2 The Total Consideration of Apartment is Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_) only (“Total Consideration of Apartment”).

Apartment No._____ Type ___ BHK Floor _____	Rate of Apartment per square foot of carpet area: Rs._____/-
Cost of apartment	Rs._____/-
Cost of exclusive balcony or verandah areas	Rs._____/-
Cost of exclusive open terrace	Rs._____/-
Proportionate cost of common areas & external walls	Rs._____/-
Preferential Location Charges	Rs._____/-

Cost of Car Park -	Rs. _____/-
Consideration for the Apartment	Rs. _____/-

1.2.2 The Total Extras and deposits in respect of Apartment is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only (“Total Extras and Deposits”).

Extras and Deposits :	Rs. _____/-
Advance Maintenance Charges- This amount is payable against 12 months advance maintenance charges for the said Apartment	Rs. _____/-
Sinking Fund- This amount is payable as funds for future repairs replacement, improvements and developments in the said Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes as the Promoter or the Association deem fit and proper.	Rs. _____/-
Transformer Charges & Electricity Charges- This amount is payable for the said Apartment as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Promoter in making arrangement with CESC Ltd. for providing and installing transformer at the said Project. Provided the Allottee shall pay the Deposit to CESC Ltd. directly on account of Individual Meter.	Rs. _____/-
Legal and Documentation Charges	Rs. _____/-
Association Formation Charges	Rs. _____/-
Club Deposit	Rs. _____/-
Diesel Generator Power Backup- Generator charges for limited back up	Rs. _____/-

VRV Air Conditioning Charges	Rs. _____/-
Property tax deposit- This amount is payable against proportionate share of Property Tax for the said Apartment for twelve months.	Rs. _____/-
Total Extras and Deposits (in Rupees)	Rs. _____/-

1.2.3 The Total Taxes (GST and/or Service Tax) paid in respect of Apartment is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only ("Total Tax").

#### SCHEDULE – E

(Common Areas)

#### PART I

1. The said Land

#### PART II

[GENERAL COMMON ELEMENTS]

### **Project**

1. Community Hall
2. Lobby
3. Squash Court
4. Tea Hall
5. Indoor Game
6. Out Door Activities
7. Pathways/Driveways leading to the General Common Elements in the Project
8. Stair Case leading to the General Common Elements in the Project
9. Elevator upto the General Common Elements in the Project
10. Private Passage Area

### **Adjoining Project**

1. Swimming Pool (Triple Height)
2. Gym
3. Badminton
4. Play Area
5. Pathways/Driveways leading to the General Common Elements in the Adjoining Project
6. Staircase upto the General Common Elements in the Adjoining Project
7. Elevator upto the General Common Elements in the Adjoining Project

### SCHEDULE – F

#### (Common Expenses)

1. Repairing, rebuilding, repainting, improving as necessary and keeping the Said Project, the Building(s) and the Common Areas And Facilities and every exterior part thereof in good and substantial repair, order and condition and renewing and replacing etc. all worn or damaged parts thereof.



2. As often as may be necessary in the opinion of the Promoter or the Facility Management Company, as the case may be, painting with quality paint and in a proper and workmanlike manner all the wood, metal, stone and other work of/at the Said Project, the Building(s) and the Common Areas And Facilities and the external surfaces of all exterior doors etc. of the Building(s) and the Common Areas And Facilities, and decorating and colouring all such parts of the Building(s) and the Common Areas And Facilities, as usually are or ought to be.
3. Maintaining, repairing and where, necessary reinstating any boundary wall, hedge or fence.
4. Keeping the driveways, passages and pathways of the Said Project in good repair, and clean, tidy and edged.
5. Cost of clearing, repairing, reinstating any drains and sewers.
6. Paying such workers as may be necessary in connection with the upkeep and maintenance of the Said Project, the Building(s) and the Common Areas And Facilities.
7. Cost of operating and maintaining the various facilities/utilities comprising a part of the Common Areas And Facilities.
8. Insuring any risks.
9. Cleaning as necessary, the external walls and windows (not forming part of any Apartment) in/at the Said Project and/or the Building(s) as may be necessary as also the Common Areas And Facilities, the passages, landings, staircases and all other common parts of the Building(s) and the Said Project as identified by the Promoter or the Facility Management Company, as the case may be.
10. Operating, maintaining and if necessary, renewing from time to time the lighting apparatus of the Said Project, the Building(s) and the Common Areas And Facilities, and providing additional lighting apparatus thereat.
11. Maintaining and operating the lifts, generator and all facilities and utilities forming a part of the Common Areas And Facilities and also those identified by the Promoter, if any.
12. Providing and arranging for removal of rubbish.
13. Paying all the rates, taxes, levies, duties, charges assessments and outgoings whatsoever

(whether central, state or local) assessed, charged or imposed or payable presently or in the future with retrospective effect or otherwise, in respect of the Said Project and/or Building(s) and/or the Common Areas And Facilities and/or any part thereof, excepting in so far as the same is the responsibility of an End User/the occupant of any Apartment.

14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by any Authority in connection with the Said Project and/or the Building(s) and/or any part thereof so far as the same is not the liability of and/or attributable to an End User/occupant of an Apartment.
15. Generally managing and administering and protecting the Said Project, the Building(s) and the Common Areas And Facilities, and for such purpose employing any contractor and enforcing the observance of the covenants on the part of the End Users/occupants of any of the Apartments.
16. Employing qualified accountant(s) for the purpose of auditing the accounts in respect of the Common Expenses, and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and/or with the provisions of all statutes and all regulations, orders and bye-laws made thereunder relating to the Said Project and/or the Building(s) and/or Common Areas And Facilities excepting those which are the responsibility of an End User/occupier of any Apartment.
18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Promoter may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management of the staff and complying with all relevant statutes and regulations and orders thereunder and employing whenever necessary suitable person(s) or firm to deal with these matters and disengage them when required.
20. The purchase, maintenance and renewal of any other equipment and the provision of any other service, which in the option of the Promoter or the Facility Management Company, as the case may be, it is reasonable to provide.
21. Charges/fees of the Facility Management Company if any.

22. Service charges of the Promoter till the maintenance is taken over by the Association.
23. Litigation expenses that may have to be incurred for any Common Purpose and/or for in/the larger/ greater interest of the Said Project and/or the Building(s).
24. Such periodic amounts, as may be estimated by the Promoter or the Facility Management Company, as the case may be, whose decision shall be final and binding, and to provide for a reserve fund for items of expenditure including those referred to in this Schedule to be incurred or expected to be incurred at any time.
25. Costs and expenses for the operation, management, maintenance, upkeep and administration of the mechanical vehicle parking spaces situate at any part or portion of the Said Project notwithstanding the fact that the Allottee has not been granted the right to use any of such mechanical vehicle parking spaces.
26. Such other costs, expenses etc. incidental to and/or ancillary to and/or related to/with any of the matters, items, issues etc. stated in this Schedule

## SCHEDULE-G

(Mutual Easements & Restrictions)

The under mentioned rights easements and quasi easements privileges of the Allottee (s) to be enjoyed along with other co-occupiers.

- i) The Allottee(s) shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the Said Apartment or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING UNTO THE Association the rights easements quasi easements privileges and appurtenances.

- ii) The right of access and passage in common with the Association and/or the Allottees and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other covered common areas installations and facilities in the Building and the Premises.
- iii) The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Apartment with or without vehicles over and along the drive-ways and pathways excepting area which are reserved and PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Allottee (s) or any person deriving title under the Allottee (s) or the servants, agents, employees and invitees of the Allottee (s) to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Allottees and the Association along such drive way and path ways as aforesaid.
- iv) The right of support shelter and protection of the Said Apartment by or from all parts of the Building so far they now support shelter or protect the same.
- v) The right of passage in common as aforesaid electricity water and soil from and to the Said Apartment through pipes drains wires and conduits lying or being in under through or over the Building and the Premises so as far as may be reasonable necessary for the beneficial occupation of the Said Apartment and for all purposes whatsoever.
- vi) The right with or without workmen and necessary materials for the Allottee (s) to enter from time to time upon the other parts of the Building(s) and the Premises for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the Said Apartment in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours' previous notice in writing of its intention so to enter to the Allottees and occupiers of the other spaces and portion of the Building(s)

#### SCHEDULE-H

(Allottee's Covenants)

Part-I

(Specific Covenants)

1. The Allottee agrees undertakes and covenants to:
  - a) comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency from time to time;
  - b) permit the Promoter, Maintenance Agency and their respective men, agents and workmen to enter into the said Unit for the Common Purposes with prior reasonable notice except in case of emergency/urgency Provided however that such right of the Promoter shall come to an end after handing over of maintenance of the Project to the Association;
  - c) Permit the Promoter to put up neon signs /sign board of the on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas free of cost and the Allottee(s) hereby consents and waives all rights to enable the Promoter to put up such neon sign, and agrees not to raise any objection or claim whatsoever. The Promoter shall be entitled to use the lifts, staircase, common parts and portions for the purpose of erection, repair and replacement of such neon signs. It is expressly agreed between the parties hereto that the brands and logos \_\_\_\_\_ shall be permanently displayed at various locations in the Building and/or the said Premises.
  - c) deposit the amounts for common purposes as required by the Maintenance Agency;
  - d) use and occupy the said Unit only for the purpose of residence and not for any other purpose;
  - e) use the Common Portions without causing any hindrance or obstruction to other Unit Allottees and occupants of the Building;
  - f) keep the said Unit and partition walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the Building and/or in the Premises

in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Units /parts of the Building;

- g) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Unit or the Common Portions for the purpose of fixing, changing or repairing the concealed wiring and pipelines and/or air-conditioners or otherwise;
- h) maintain and/or remain responsible for the structural stability of the said Unit and not to do anything which has the effect of affecting the structural stability of the Building;
- i) use and enjoy the spaces comprised in the Common Portions for the Common Purposes;
- j) to pay charges for electricity in relation to the said Unit wholly.
- k) (i) In the event if the unit is booked prior to obtaining of completion certificate the buyer shall bear and pay from the date of the Completion Certificate, the Common Expenses, common portion electricity charges and all costs, expenses and other outgoings in respect of the Premises proportionately and the said Unit wholly; and  
  
(ii) In the event if the Unit is booked after obtaining of completion certificate, the buyer shall bear and pay, the Common Expenses, common portion electricity charges and all costs, expenses and other outgoings in respect of the Premises proportionately and the said Unit wholly on completion of 15(Fifteen) days from the date of booking.
- l) (i) In the event if the Unit is booked prior to obtaining of completion certificate the buyer shall pay from the date of issue of the Completion Certificate, the Municipal Corporation Taxes and all other rates, taxes, levies, duties, charges, impositions outgoings and expenses (including water charges & taxes, if any) in respect of the Building and the Premises proportionately and the said Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Unit until the same is assessed separately by the Municipal Corporation; and  
  
(ii) In the event if the Unit is booked after obtaining of completion certificate,

the buyer, shall pay the Municipal Corporation Taxes and all other rates, taxes, levies, duties, charges, impositions outgoings and expenses (including water charges & taxes, if any) in respect of the Building and the Premises proportionately and the said Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Unit until the same is assessed separately by the Municipal Corporation on completion of 15(Fifteen) days from the date of booking.

- m) pay for other utilities consumed in or relating to the said Unit;
- n) allow the other Unit Allottees the right to easements and/or quasi-easements;
- o) regularly and punctually make payment of the Common Expenses, maintenance charges, Electricity Charges, Municipal Corporation Taxes and other payments mentioned herein within 15(fifteen) days of receipt of demand or relevant bill, whichever be earlier; and
- p) observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes.

2. The Allottee agrees undertakes and covenants:

- a) not to damage, demolish or cause to be damaged or demolished the said Unit or any part thereof;
- b) not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Building and not to make changes of a permanent nature except with the prior approval in writing of the Maintenance Agency and with the sanction of the authorities concerned;
- c) not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Building save at the place as be approved or provided by the Maintenance Agency. Provided however that nothing contained herein shall prevent the Allottee to put a decent nameplate on the outface of the main door of the said Unit;
- d) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Unit or any

portion thereof;

- e) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Unit or any part of the Building or the Premises or may cause any increase in the premium payable in respect thereof;
- f) not to make or permit or play any disturbing noises or loud sounds or music in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers and/or disturb them;
- g) not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc;
- h) not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency;
- i) not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs lounge or any external walls or the fences of external doors and windows including grills/gates of the said Unit which in the opinion of the Maintenance Agency differs from the colour Scheme of the building or deviation or which in the opinion of the Promoter may affect the elevation in respect of the exterior walls of the Premises;
- j) not to decorate the exterior of the Building otherwise than in the manner agreed by the Maintenance Agency in writing or in the manner as near as may be in which it was previously decorated;
- k) not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Building and to deposit the same in such place only in the Premises and at such time and in such manner as the Maintenance Agency may direct;
- l) not to store or allow anyone to store any goods articles or things in or around the staircase lobby landings or other common areas or installations of the Building;
- m) not to store in the said Unit or any part of the Premises any hazardous,



combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the Premises or any part thereof and/or the Premises and/or any neighbouring property to any risk of fire or any accident;

- n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Building;
- o) not to claim any exclusive right over and/or in respect of the roof or any open land at the Premises or any other open or covered areas of the Building and the Premises meant to be a common area or portion;
- p) not to shift or obstruct any windows or lights in the said Unit or the Building and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Unit without the prior consent in writing of the Maintenance Agency;
- q) not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Portions in any manner whatsoever;
- r) not to park or allow anyone to park any car at any place other than the space earmarked for parking cars of the Allottee ;
- s) not to sell, convey, transfer, let out or part with possession of the said Parking Spaces, independent of the said Unit and to use the same only for the purpose of parking motor car provided however that the said parking space may be allotted to any other Unit Allottees of the Building;
- t) not to use the said Unit for any purpose save and except for residential purpose and not to use the said Unit for any commercial, business or professional purpose including without limitation, as a doctor's chamber, diagnostic or testing unit, nursing home, computer or educational training centre, repairing centre, commercial guest house, Club House, Eatery boarding house, lodge, business centre, etc. or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Building or occupy any pathway, passages, corridor or lobby in any manner whatsoever;

- u) not to do any addition, alteration, structural changes, construction or demolition in the said Unit without prior written permission from the Municipal Corporation and other concerned authorities as also the Association and also subject to the condition that the same is not restricted under any other provision of this Deed;
- v) not to raise or put up any kutcha or pucca constructions, grills, walls or enclosure of any kind around the said Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;
- w) not to make any claim of any nature whatsoever with regard to the Premises besides the said Unit transferred hereby and the common enjoyment of the Common Portions;
- x) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the building or shall anything be projected out of any window of the Premises;
- y) not to keep or harbour any bird or animal in the Common Portions of the Premises and NOT to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said residential complex
- z) not to make claim of any right of pre-emption or otherwise regarding any of the other Units or any portion of the Building and/or the Premises;
- aa) not to subdivide the said Unit and/or the said Parking Space, if allotted, or any portion thereof;
- ab) not to attach or hang from the exterior of the Building on any side any radio or television aerial or TV /Satellite Dish Antenna;
- ac) not to interfere with the common use and enjoyment of the Common Portions by the Promoter or the other Unit Allottees;
- ad) not to install any loose, hanging or exposed wires or cables anywhere outside the said Unit;

- ae) not to interfere with, obstruct or hinder the rights of the Promoter regarding the roofs including the transfer of such rights and entitlements along and/or not to do anything that may be contrary to the provisions of this Deed;
  - af) not to carry on or permit to be carried on at the said Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Unit Allottees/occupiers of the said Premises and/or the neighbourhood;
  - ag) not to use the said Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Promoter to any liability under environmental laws;
  - ah) not to install air conditioners anywhere in the said Unit save and except the places which have been specified for such installations; and
  - ai) not to install grills which have not been approved by the Maintenance Agency.
3. The stamp duty, registration fees and incidental expenses in respect of this Deed of Conveyance are being paid and borne by the Allottee. The Allottee hereby indemnifies the Promoter fully regarding all payments as mentioned in Schedule D.
4. The Building constructed at the Premises has been named as “\_\_\_\_\_”. The Allottee and/or the Unit Allottees and/or the Maintenance Agency shall not be entitled to change the said name under any circumstances whatsoever without the consent in writing of the Owner and the Promoter.
5. The Allottee shall have no connection whatsoever with the other Unit Allottees and there shall be no privity of contract or any agreement or arrangement as amongst the Allottee and the other Unit Allottees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of the Allottee ’s obligations irrespective of noncompliance by any other Unit Allottees.
6. The Allottee may deal with or dispose of or alienate or transfer the said Unit subject to the following conditions:
- a) The said Unit shall be one lot and shall not be partitioned or dismembered in parts and shall not be sold, conveyed or transferred in divided or demarcated parts by

the Allottee. In case of sale and transfer of the said Unit in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.

- b) The transfer of the said Unit by the Allottee shall not be in any manner inconsistent with this Deed of Conveyance and the covenants contained herein shall run with the land and/or transfer. The person(s) to whom the Allottee may transfer/alienate the said Unit shall automatically be also bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Allottee by law and/or by virtue of this Deed of Conveyance.
  - c) All the dues including outstanding amounts, interest, maintenance charges, electricity charges, municipal corporation taxes and other taxes etc. relating to the said Unit payable to the Promoter, the Maintenance Agency and the Municipal Corporation are paid by the Allottee in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, run with such proposed transfer and the transferee shall be liable to make payment of the same.
7. The Allottee shall not claim any partition of the land comprised in the Premises.
  8. The Allottee shall use and enjoy the said Unit in the manner not inconsistent with his rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Unit Allottees and/or the Promoter.
  9. The Allottee shall be responsible for and shall keep the Promoter and/or the Maintenance Agency and/or the Association indemnified of from and against all damages claims demands costs charges and expenses and proceedings occasioned relating to the Premises or any part of the Building or to any person due to any negligence or any act deed or thing made done or occasioned by the Allottee and shall be responsible for and shall keep the Promoter indemnified also against all actions claims proceedings costs expenses and demands made against or suffered by the Promoter as a result of any act, omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance by the Allottee of any of the terms, conditions, covenants contained in this Schedule or elsewhere in this Deed.
  10. The Allottee agrees, undertakes and covenants not to make or cause any objection, interruption, interference, hindrance, obstruction or impediment for any reason or in any manner whatsoever relating to the construction, completion, sale, transfer, etc. of the

Building or any portion (other than the said Unit) thereof by the Promoter

Part - II

(Maintenance)

1. The Premises, the Building and the Common Portions shall be managed and maintained by the Maintenance Agency.
2. The Allottee shall accept the rules and regulations made by the Maintenance Agency (Rules) and shall diligently observe, perform and comply with the same.
3. The Maintenance Agency shall function at the costs of the Unit Allottees and will work on the basis of advance payments and/or reimbursements of all costs and outgoings for common purposes, including establishment costs and costs of its formation and/or operations and requirements for doing and/or making provisions for repairs painting replacements and renovations and for unforeseen eventualities.
4. The Maintenance Agency shall collect and pay all rates, taxes and outgoings, including for insurance for the Building and the Premises, which are not separately charged or assessed or levied on the Unit Allottees.
5. The Allottee shall make payment of all amounts demanded by the Maintenance Agency within 15 (fifteen) days of demand or the due date for the same and in case of any delay, the Allottee shall pay interest at the rate of 2 percent per annum compoundable monthly in respect of the unpaid amounts of maintenance charges, Electricity Charges, Municipal Corporation taxes, Common Expenses and/or other payments as also interest thereon and there shall be restriction on transfer, sale or tenancy of the said Unit till the dues are fully paid as also damages suffered or costs incurred, if any, due to delay in making payment or for realization. The liability to pay interest shall be without prejudice to the right of the Maintenance Agency under Clause 7 below.
6. Apportionment of any liability of the Allottee in respect of any item of expense, taxes, dues, levies or outgoings payable by the Allottee shall be done by the Maintenance Agency whose decision shall be final and binding on the Allottee and the Allottee shall not be entitled to raise any dispute or objection thereto.
7. The Maintenance Agency shall charge maintenance charges at such rate per square feet of

Super Built-up Area per month as may be decided by the Maintenance Agency and the Maintenance Agency shall be entitled to revise the maintenance charges from time to time.

8. The Maintenance Agency shall be entitled to withdraw, withhold, disconnect or stop all services, facilities and utilities to the Allottee and/or the said Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the maintenance charges, Electricity Charges, Municipal Corporation Taxes, Common Expenses and/or other payments by the Allottee after giving 1 (one) month notice in writing.
9. The Allottee shall co-operate with the other Unit Allottees, and the Maintenance Agency in the management and maintenance of the Premises and shall observe and comply with such covenants as be deemed reasonable by the Maintenance Agency for the Common Purposes.
10. All rights and entitlements of the Maintenance Agency shall be the rights and entitlements of the Promoter until the Association is formed and starts functioning effectively and till that time the Promoter shall maintain the Building and collect all funds, deposits, charges and expenses including the maintenance charges, Common Expenses, Deposits/Advances for Fund, Deposits/Advances for maintenance charges and Deposits/Advances for Municipal Corporation Taxes.

### Part - III

#### (Association)

1. After handing over possession of all the Units in the Building, the Promoter, shall take steps for formation of the Association in consultation with all the Unit Allottees for the maintenance and management of the Common Portions described in Schedule-E, the Building and other areas at the Premises. The maintenance of the Building shall be made over to the Association by the Maintenance Agency and upon such making over, the Association shall be responsible for the maintenance of the Building and the Premises. The Maintenance Agency shall make payment of the expenses relating to the period prior to the handing over of maintenance to the Association. The Maintenance Agency shall hand over all deposits lying with it after deduction/ adjustment of all dues, to the Association for smooth running. Such Association may be an association, syndicate, committee, body, society, company or an entity as the Promoter may decide. The Allottee shall, within 15 days from receiving a request from the Promoter, become a member of

the Association formed or to be formed at the instance of the Promoter.

2. All papers and documents relating to the formation of the Association shall be prepared and finalised by, Solicitor & Advocates of the Promoter and the Allottee hereby consents to accept and sign the same and to assist the Promoter in all respects in formation of the Association.
3. The employees of the Maintenance Agency for the common purposes such as watchmen, security staff, caretaker, liftmen, sweepers etc. may be employed and/or absorbed in the employment of the Association if the Association agrees for same and there will be no binding on the Association to absorb them. It is however made clear that all past dues of such employees relating to the period upto the date of the Completion Certificate shall be paid by the Promoter without any liability of the Allottee and thereafter for the period upto handing over of the maintenance to the Association shall be settled by the Maintenance Agency from the maintenance charges payable by the Unit Allottees. The Association shall issue fresh appointment letter to such employees, if any, appointed by them, and shall not be responsible for their past dues. After handing over of maintenance to the Association, all subsequent employment shall be done by the Association.
4. The Articles, Rules, Regulations etc. of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.
5. Notwithstanding anything contained elsewhere herein, the Allottee and all Unit Allottees shall bear and contribute / pay all proportionate costs and expenses for formation, including professional charges, and the functioning and upkeep of the Association, as determined by the Association, without any demur or delay.
6. Any association of whatsoever nature or nomenclature formed by any of the Unit Allottees without the participation of all Unit Allottees shall not be entitled to be recognised by the Promoter and shall not have any right to represent the Unit Allottees or to raise any issue relating to the Building or the Premises.
7. The Association, when formed, shall be owned and controlled by the Unit Allottees proportionately and all its decisions shall be by majority of votes according to proportionate interest, and not number of members. The Unit Allottees (including the Allottee) may amend and/or modify the rules and regulations of the Association by three-

fourths majority subject to the condition that no amendment or modification shall be valid if it is contrary to or in violation of any of the terms and conditions contained in the several Agreements for Sale of Units and the Deeds of Conveyance executed by the Promoter in favour of the Unit Allottees.

8. After the maintenance of the Building is made over by the Maintenance Agency to the Association, the Association may either manage the maintenance of the Buildings on its own or through any other third party or agency who shall carry out its duties in accordance with the terms and conditions contained in the several Deeds of Conveyance executed by the Promoter in favour of the Unit Allottees.
9. All the Unit Allottees may unanimously change, alter, add to, amend or modify the Rules and Regulations of the Association and frame such other rules, regulations and/or bye-laws for the Common Purposes, the quiet and peaceful enjoyment of the Units by their respective Allottees or for the mutual benefit of the Unit Allottees subject to the condition that no change, alteration, addition, amendment or modification shall be valid if it is contrary to or in violation of any of the terms and conditions contained in the several Agreement for Sale and/or the Deeds of Conveyance executed by the Promoter in favour of the Unit Allottees.
9. The Association shall, upon its formation, be entitled to all the rights with regard to the Common Portions/Purposes.
11. From the date of handing over of maintenance to the Association, the Promoter shall not have any responsibility whatsoever regarding the Building and the Premises and/or any maintenance, security, safety or operations including relating to fire-fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, installations, meters and connection, etc. and/or for any statutory compliances, permissions and licenses regarding the Building and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Unit Allottees including the Allottee and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Unit Allottees including the Allottee and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire licence, etc. and the Promoter



shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of handing over of maintenance, none of the Promoter and/or their directors, employees or agents shall have any liability or responsibility whatsoever under any circumstance.

Part –IV

(Mutation, taxes and impositions)

1. The Allottee shall apply for and obtain within six months from the date thereof, mutation, separation and/or apportionment of the said Unit in his own name without in any way making or keeping the Promoter liable and/or responsible in this regard on any account whatsoever. The Promoter shall fully co-operate with the Allottee in this regard and shall sign all necessary papers including no objection, consent etc., if and when required.
2. In case of default, the Promoter or the Maintenance Agency, as the case may be, will be entitled to get the said Unit mutated and apportioned in the name of the Allottee and in such an event be further entitled to recover all costs, charges and expenses, including professional fees therefor from the Allottee. All such amounts shall be paid and/or be payable by the Allottee within 15(fifteen) days of being called upon to do so. In the event of failure to do so, the Allottee shall be liable to pay interest on the unpaid amount at the rate of 12(twelve) per cent per annum with quarterly rests.
3. Until such time as the said Unit be separately assessed and/or mutated, all rates, taxes, outgoings and/or impositions levied on the Premises and/or the Building (Impositions) shall be proportionately borne by the Allottee.
4. Besides the amount of the Impositions, the Allottee shall also be liable to pay the penalty, interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (Penalties), proportionately or wholly, as the case may be.
5. The liability of payment by the Allottee of Impositions and Penalties in respect of the said Unit booked prior to obtaining of completion certificate would accrue with effect from the date of Completion Certificate and for the Units booked post completion certificate would accrue on completion of 30(thirty) days from the date of booking.
6. The Maintenance Agency shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the

Allottee thereof from the Allottee.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED AND DELIVERED by the  
OWNER at \_\_\_\_\_ in the presence  
of:

SIGNED AND DELIVERED by the  
PROMOTER at \_\_\_\_\_ in the  
presence of:

SIGNED AND DELIVERED by the  
ALLOTTEE at \_\_\_\_\_ in the  
presence of:

RECEIPT AND MEMO OF CONSIDERATION:

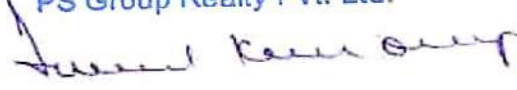
RECEIVED from the withinnamed Allottee the withinmentioned sum of Rs. \_\_\_\_\_ /-  
(In Words) being the consideration in full payable under these presents as per memo written  
hereinbelow:-

MEMO OF CONSIDERATION

Sl. No.	By or out of Cash/ Cheque	Date	Bank, Branch	Cheque Amount (including	GST Deductions	Consideration Amount
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	No.			tax)		(Excluding GST)
1						
2						
3						
4						
5						
6						
	TDS Deductions:					
	Total:					

(Rupees \_\_\_\_\_ only)

PS Group Realty Pvt. Ltd.  
  
 Director/Authorised Signatory