

## DEED OF CONVEYANCE

This DEED OF CONVEYANCE ("Deed") is made on this [ ] day of [ ] 2019 at [ ]  
BY AND AMONG:

PUSHPAK COMMERCIAL COMPANY LIMITED,(CIN No \_\_\_\_\_), a company incorporated under the Companies Act, 1956 and a Company within the meaning of the Companies Act, 2013 and having its registered office at 135, Biplabi Rashbehari Basu Road, P.O G.P.O P.S Bowbazar, Kolkata – 700 001 having Permanent Account No. [AABCP7078B] hereinafter referred to as the "Owner" (which term or expression shall unless excluded by or repugnant to the subject or context mean and include its successor or successors in interest and assigns) represented by its constituted Attorney Mr. Arun Kumar Sancheti, son of Sri Sumermall Sancheti residing at 26B, Camac Street, Police Station- Park Street, Post Office- Park Street,Kolkata – 700 017 having Permanent Account No. AKOPS4951L, of the FIRST PART;

AND

PS GROUP REALTY PVT. LTD (CIN No U65922WB1988PTC044915), a company incorporated under the Companies Act, 1956 and a Company within the meaning of the Companies Act, 2013 and having its registered office at 1002 E M Bypass, P.S. Pragati Maidan (previously – Tiljala), P.O. Dhapa, Kolkata 700105 having Permanent Account No. AABCP5390E, acting through its Director \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_), son of \_\_\_\_\_, residing at \_\_\_\_\_, Police Station- \_\_\_\_\_, Post Office- \_\_\_\_\_,Kolkata – 700 \_\_\_\_\_ having Permanent Account No. \_\_\_\_\_ and authorized vide Board resolution dated [ ], (hereinafter referred to as the "Promoter", which expression shall unless repugnant to the context or meaning thereof mean and include its successor or successors in interest and assigns) of the SECOND PART;

AND

MPMC PRIVATE LIMITED (formerly known as Mrinalini Properties & Mercantile Company Private Limited) (CIN No \_\_\_\_\_)a company within the meaning of the Companies Act 2013 having its registered office situated at No. 7B, Pretoria Street, Police Station- \_\_\_\_\_, Post Office- \_\_\_\_\_,Kolkata – 700 071 having Permanent Account No. AACCM0632Pacting through its Director \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_), son of \_\_\_\_\_, residing at \_\_\_\_\_, Police Station- \_\_\_\_\_, Post Office- \_\_\_\_\_,Kolkata – 700 \_\_\_\_\_ having Permanent Account No. \_\_\_\_\_ and authorized vide Board resolution dated [ ], hereinafter referred to as the CONFIRMING PARTY (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the THIRD PART;

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 "Purchaser", which expression shall unless repugnant to the context or meaning thereof mean and include his/her/their heirs, legal representatives, successors, executors, administrators and/or assigns) of the FOURTHPART.

[OR]

[\_\_\_\_], a company incorporated under the Companies Act, 1956 and 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 "Purchaser", which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-interest and assigns) of the FOURTHPART.

[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 "Purchaser", 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 assigns) of the FOURTHPART.

[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 "Purchaser", 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 assigns) of the FOURTHPART.

[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 "Purchaser", which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, legal representatives, executors, administrators, successors and assigns as well as the said HUF and the members of the said HUF, their respective heirs, legal representatives, executors, administrators, successors and assigns) of the FOURTHPART.

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

WHEREAS:

- A. The Owner is the absolute lawful owner of all that piece and parcel of land admeasuring 1 Bigha 18 cottahs 11 chittacks 14 sq.ft. (more or less) situate at Municipal Premises No. 7 Dr. U.N. Brahmachari Street, Kolkata 700017 (more fully and particularly described in Schedule A hereunder written and hereinafter referred to as the "Said Premises"). The vesting of the absolute freehold ownership of the Said Premises in favour of the Owner is more particularly detailed in Schedule B hereunder.

- B. The Owner desired to develop the Said Premises comprising of residential and commercial segment and for that purpose had approached with the proposal of development of the Said Premises wherein the Owner would allow, permit and that the Promoter would have all right power and authority to develop the Said Premises at its own cost and expenses.
- C. Pursuant to the above, by a registered Development Agreement dated 29<sup>th</sup> August 2016 ("Development Agreement") executed between the Owner and PS Group Realty Ltd (now known as P S Group Realty Pvt. Ltd.) and MPMC Private Limited (formerly known as Mrinalini Properties and Mercantile Company Private Limited) being the Confirming Party herein and registered at the office of the ARA-II, Kolkata and recorded in Book No. I, CD Volume No. 1902-2016 Page from 119387 to 119465 Being No. 190203780 for the year 2016 the Owner granted to P S Group Realty Ltd. (now known as P S Group Realty Pvt. Ltd.) the right to develop the Said Premises by constructing a new building thereon comprising of residential cum commercial segment. Pursuant to the said Development Agreement, a separate registered Power of Attorney dated 14<sup>th</sup> September, 2016 was also executed accordingly by the Owner in favour of PS Group Realty Ltd. (now known as P S Group Realty Pvt. Ltd.) and Gaurav Dugar and was registered at the office of the Additional Registrar of Assurances-III, Kolkata and recorded in Book No. IV, CD Volume No. 1903-2016 Page from 135493 to 135513 Being No. 190305681 for the year 2016.
- D. A part of the said Premises comprises of a Heritage Building and Appurtenances (defined below).
- E. The Promoter caused a map or plan being No. 2016070011 dated 15/04/2016 hereinafter referred to as the said "Plan") sanctioned by the Kolkata Municipal Corporation whereby the Promoter became entitled to undertake development of the said Premises by causing construction of a new building at the said Premises comprising of basement plus ground plus seventeen (B+G+17) upper floors and various car parking spaces (hereinafter referred to as the NEW BUILDING) wherein the ground and first floor of the said new building has been reserved for commercial purposes (hereinafter referred to as "the COMMERCIAL AREA") and the upper floors and/or the remaining part of the said new building has been reserved and/or is meant for residential purposes (hereinafter referred to as the RESIDENTIAL AREA) ("Project").
- F. The Purchaser, being desirous of purchasing an Apartment forming part of the residential area in the Project, applied to the Promoter vide prescribed Application Form No. [ ] dated [ ] ("Application Form") and has been allotted vide letter dated [ ] ("Allotment Letter") by the Promoter an Apartment being Unitno. [ ] having carpet area of [ ] square feet and having square feet [ ] of super built-up area:

AREA	Sq.Ft
Carpet Area of Unit	
Super built-up Area	
Garage Open	
Garage Covered (Basement)	

type [\_\_\_], on [\_\_\_] floor in the Building ("Unit") along with [\_\_\_] number of garage/covered car parking space bearing nos. [\_\_\_] in the [\_\_\_] [*Please insert the location of the garage/covered parking*], ("Garage") together with undivided proportionate share in the Common Areas (*defined hereinafter*) and together with undivided proportionate share in the land comprised in the Said Premises excluding Heritage area (all the aforesaid hereinafter collectively referred to as "the said Apartment", more particularly described in Schedule C and the floor plan of the Apartment are annexed hereto and marked as Schedule D) and having the specifications mentioned in Schedule E herein together with right to use the proportionate undivided shares in the Common Areas (defined below).

- G. Subsequently an agreement to 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 Purchaser whereby the Owner and the Promoter agreed to transfer and the Purchaser agreed to purchase the Said Apartment on freehold ownership basis 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.
- H. The Purchaser has from time to time has paid in full the payments as stipulated in the ATS.
- I. The Promoter since has completed construction of the Said Apartment and pursuant to the Plan a Partial Completion Certificate dated 30<sup>th</sup> August, 2018 from basement plus ground floor upto thirteenth floor has been issued by the Kolkata Municipal Corporation and intimated the Purchaser about its intention of executing this Deed. The Promoter has handed over physical possession of the Owner's Allocation to the Owner in terms of the Development Agreement.
- J. The Purchaser has now approached the Promoter for execution of this Deed 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 Agreement or thereafter;

"Association" shall mean [\_\_\_] set up under the West Bengal Apartment Ownership Act, 1972 or as per applicable laws;

"Common Areas" shall mean the areas, amenities and facilities within the Project specified in Schedule G herein;

“Common Expenses” shall include all expenses for the management, maintenance and upkeep of the Project as indicated in Schedule H hereto and shall be proportionately payable periodically as Maintenance Charges by all Unit Owners including the Purchaser;

“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 Owners 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;

“Maintenance Agency” 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;

“Unit Owners” shall according to the context, mean all purchasers and/or intending purchasers of different Apartments for residential purpose in the Project.

Said Premises means the piece of land mentioned in Schedule “A” (excluding the Heritage Area) as stated hereinafter.

HERITAGE BUILDING AND APPURTENANCES shall mean the existing building consisting of ground floor and 1 (one) upper floor, erected on a part of the said Premises declared as a Heritage Building by Kolkata Municipal Corporation (Heritage Building) TOGETHER WITH the land underneath the existing Building exclusive portico having an area of 5.36 Kottah approx. AND TOGETHER WITH adjacent area facing Loudon Street in front of the Heritage Building having an area of 1.18 Kottah approx. (Collectively Heritage Building And Appurtenances and marked in the Plan attached in the Development Agreement and shown in Red Border therein) together with exclusive passage for ingress and egress to the Heritage Building, rights of easements, which is exclusively owned and possessed by the Owner to the exclusion of the Promoter and other unit owners.

COMMERCIAL AREA – All That the Ground Floor and entire First Floor of the New Building together with separate entrance, lobby together with undivided proportionate share or interest in the said Premises.

## 2. CONVEYANCE AND TRANSFER

### 2.1 In consideration of the payment mentioned in Schedule F, the Owner and the Promoter:

(A) hereby sell convey and/or transfer, absolutely and forever, to the Purchaser the Said Apartment Unit no. [ ] having carpet area of [ ] square feet and having [ ] square feet of super built-up area, type [ ], on [ ] floor in the Building (“Unit”) along with [ ] number of garage/covered car parking space bearing nos. [ ] in the [ ] together with undivided proportionate share in the Common Areas and together with undivided proportionate share in the land comprised in the Said Premises (more fully described in Schedule “C” herein and hereinafter referred to as the said Apartment); and

(B) hereby grant a perpetual and non-exclusive right to use and enjoy the Common Areas in common with all the other Unit Owners;

free from all encumbrances, trusts, liens, lispendens, mortgages, charges and attachments whatsoever with freehold title and all benefits and rights hereby granted to the Purchaser, subject further to the observance and performance by the Purchaser of all the terms and conditions of the management, administration and maintenance of the Common Areas and subject further to the Purchaser paying and discharging all rates, taxes, impositions, outgoings relating to the period from the date of its possession and/or the deemed date of possession, as the case may be, wholly with respect to the said Apartment and proportionately with respect to the Common Areas.

- 2.2 The term 'the said Apartment' wherever used in this Deed shall include all the properties and rights mentioned in Clause 2.1 hereinabove which are being hereby sold and/or granted, unless contrary to the context and it is expressly made clear that the same constitute one residential unit.
- 2.3 AND IT IS HEREBY EXPRESSLY AGREED AND MADE CLEAR that the payments paid by the Purchaser includes the cost of prorata share in the common areas as defined under the West Bengal Industry Regulation Act 2017 (ACT) and as such upon formation of the Association the prorata share of the Purchaser into or upon the common areas hereby sold and transferred in favour of the Purchaser shall stand transferred and/or vested in the Association upon formation without any further act deed or thing as provided under the provisions of Section 17 of the West Bengal Industry Regulation Act 2017 and until then the Purchaser shall hold the same in trust for such Association.
- 2.4 The right of the Purchaser shall be restricted to the Said Apartment together with the right to use the common areas and the Purchaser shall have no right, title or interest whatsoever in respect of the others units and garage in the Project.
- 2.5 In respect of the other spaces, properties and other rights which are not intended to be transferred to the Purchaser as aforesaid, the Owner/Promoter shall be entitled to use, utilise, transfer, 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 (provided the same are not contrary to the terms and conditions of the Deeds of Conveyance in favour of the Unit Owners including the Purchaser herein), without any reference or objection of the Purchaser. The Purchaser 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.
- 2.6 The Purchaser shall use and enjoy the said Apartment in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Unit Owner and/or of the Promoter.
- 2.7 The Purchaser shall be entitled TO HAVE AND TO HOLD the said Apartment hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Unit Owner and/or of the Promoter.
- 2.8 The sale of the said Apartment is together with and subject to the mutual easements and restrictions mentioned in this Deed including in Schedule-I hereto and the terms, conditions,

restrictions, stipulations, obligations and covenants mentioned in this Deed and Schedule-J hereto, which shall be covenants running with the said Apartment in perpetuity.

2.9 The Confirming Party hereby confirms the absolute sale and transfer of the said Apartment in favour of the Purchaser with freehold title thereto absolutely and forever.

2.10 For the beneficial use and enjoyment of the Owner's Allocation but not otherwise, the Owner's Allocation in the New Building/s shall be subject to the same restrictions on transfer and use as are applicable to the Developer's Allocation in the New Building/s intended for the common benefits of all occupiers of the New Building/s which will include those contained in this deed.

### 3. COVENANTS OF THE OWNER, THE PROMOTER AND THE CONFIRMING PARTY

3.1 The Owner and the Promoter hereby covenant with the Purchaser that they:

- (a) have the right to sell, transfer and convey the said Apartment to the Purchaser free from all encumbrances;
- (b) shall, at the costs and requests of the Purchaser, execute all necessary documents as may be reasonably required for more perfectly assuring the said Apartment to unto and in favour of the Purchaser.

3.2 The Promoter hereby covenants with the Purchaser that the Promoter is lawfully entitled to develop the Project and to transfer its rights in respect of the said Apartment.

3.3 The Promoter here by further covenants with the Purchaser that the Promoter has received payments as mentioned in Schedule-F and acknowledges the receipt thereof in the Memo of Consideration hereunder since the said Apartment is comprised in the Promoter's Allocation.

3.4 The Owner and the Promoter hereby further covenant that the Purchaser shall, subject to observing, performing and complying with the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including, Schedule I and Schedule J, peaceably own, hold and enjoy the said Apartment.

3.5 The Owner and the Promoter hereby further covenant that the Purchaser shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates charges encumbrances liens attachments lispensens debuttar or trust or claims and demands whatsoever created occasioned or made by the Owner and/or the Promoter or any person or persons having or lawfully or equitably claiming from, under or in trust for them.

3.6 The Confirming Party hereby declares and covenants that the registered Indenture dated 25<sup>th</sup> March, 1981 (fully mentioned in Schedule B hereto) is valid and subsisting and that by the said Indenture dated 25<sup>th</sup> March, 1981 the Owner herein became the absolute lawful owner of the said Premises with freehold title which is hereby again acknowledged and confirmed by the Confirming Party and that the entire right, title and interest of the Confirming Party in respect of the said Premises came to an end and thereafter the Confirming Party does not have any right, title, interest, claim or demand whatsoever into or upon the said Premises or any part thereof or the new buildings constructed thereon and that the Confirming Party is joining this Deed of Conveyance as a Confirming Party for

confirming the transfer of absolute lawful freehold title in respect of the said Apartment in favour of the Purchaser.

#### 4. COVENANTS OF THE PURCHASER

##### 4.1 The Purchaser agrees, undertakes and covenants to:

- (a) perform, observe and comply with all the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in the Agreement to Sale (as if they were incorporated in these presents) and 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 Service Tax and/or GST, betterment and/or development charges under any statute, rule or regulation, electricity charges and the 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, ownership and/or maintenance of the said Apartment and/or relating to this Deed of Conveyance shall be paid without raising any objection thereto, within 15 (fifteen) days of demand being made and the Owner 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 Owners are not adversely affected by any acts or defaults of the Purchaser;
- (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, sale or disposal of any other unit or apartment in the Project;
- (e) not to claim any right or interest whatsoever in respect of Commercial or Heritage area nor for deduction granted for payment of maintenance charges and common expenses @ 75% of the rate applicable to the other residential Owners of New Building and agree never object the same or raise any dispute.
- (f) not question the quantum or apportionment of the Common Expenses mentioned in Part IV of Schedule-H (Common Expenses) or the basis thereof;
- (g) not object to the user of the Common Areas (mentioned in Schedule-G) by the other Unit Owners;
- (h) comply with and honour the mutual easements, common rules and restrictions mentioned in Schedule-I;
- (i) get the said Apartment mutated in his name and/or separately assessed by the Corporation;



- (j) pay all amounts and deposits that are payable by the Purchaser under this Deed of Conveyance and/or which are the liability of the Purchaser 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
- (k) pay all future betterment/development charges etc. relating to the said Apartment and/or the Common Areas.

4.2 The Purchaser 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.

5. POSSESSION:

At or before the execution of this Deed, the Purchaser herein confirms that it has independently satisfied itself about the right, title and interest of the Promoter in the Said Premises, the Plans and the constructions, including the quality and specifications thereof, the carpet area and the super built-up area of the said Apartment, 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 Building, 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 said Apartment has been handed over by the Promoter to the Purchaser, which the Purchaser admits, acknowledges and accepts.

SCHEDULE A  
[Description of Said Premises]

ALL THAT piece and parcel of land measuring an area of 1 Bigha 18 kottahs 11 chittacks 14 sq.ft. (more or less) (less Heritage area mentioned hereinbelow) situate lying at and being Municipal Premises No. 7, Dr. U.N. Brahmachari Street, P.S. Shakespeare Sarani, Kolkata 700017 and butted and bounded in the manner following:

- ON THE NORTH: Premises No. 6 Dr. U.N. Brahmachari Street
- ON THE EAST : Dr. U.N. Brahmachari Street
- ON THE SOUTH : Premises No.7/1 Dr. U.N. Brahmachari Street
- ON THE WEST : Premises No. 4 Outram Street

ALL THAT existing building (declared as heritage property) consisting of ground floor ADMEASURING 3858.35 square feet of built up area and 1(one) upper floor ADMEASURING 3858.35 square feet of built up area erected on a part of the said premises TOGETHERWITH the demarcated land of the existing heritage Building admeasuring 5.36 Kottah approximately together with the adjacent area admeasuring 1.18 Kottah facing U.N. Brahmachari street (Loudon Street) together with exclusive Portico/Porch passage facing premises no. 6, Loudon street Kolkata for ingress and egress to the Heritage Building, the map/or plan is annexed hereto and marked as Annexure .

SCHEDULE B  
[Vesting of title of the Said Premises]

- A) Prior to the year 1981 Messrs. Mrinalini Properties & Mercantile Company Private Limited (now known as MPMC Private Limited and being the Confirming Party herein) was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the Municipal Premises No. 7 Dr. U.N. Brahmachari Street (formerly Loudon Street), P.S. Shakespeare Sarani Kolkata 700 017 together with the building and structures standing thereon (more fully and particularly mentioned and described in SCHEDULE A above and hereinafter referred to as the said PREMISES)
- B) By a registered Deed of Lease dated 28<sup>th</sup> February 1981 and made between Messrs. Mrinalini Properties & Mercantile Company Private Limited therein referred to as the Lessor of the One Part and Pushpak Commercial Company Limited therein referred to as the Lessee of the Other Part and being the Owner herein and registered at the office of Registrar of Assurances, Calcutta in Book No. I Volume No. 96 Pages 155 to 179 Being No. 1561 for the year 1981 the said Messrs. Mrinalini Properties & Mercantile Company Private Limited (being the Confirming Party herein) granted a Lease in respect of the entirety of the said Property unto and in favour of the said Pushpak Commercial Company Limited (being the Owner herein) for a period of 99 years commencing from 28<sup>th</sup> January 1981 at the rent and subject to the terms and conditions contained and recorded in the said Deed of Lease (hereinafter referred to as the PRINCIPAL LEASE)
- C) Subsequent to the execution of the said Principal Lease, by a registered Indenture dated 25<sup>th</sup> March 1981 registered at the office of the Registrar of Assurances, Kolkata in Book No. I, Volume No.174, Pages 11 to 18, Being No. 2525 for the year 1981 the said Messrs. Mrinalini Properties & Mercantile Company Private Limited (being the Confirming Party herein) for the consideration therein mentioned, inter alia, released, relinquished, assigned and assured all that the reversion or reversions, remainder or remainders and the inheritance in fee simple of the said Messrs. Mrinalini Properties & Mercantile Company Private Limited of and in the said Premises unto and in favour of the said Pushpak Commercial Company Limited (being the Owner herein) with the intent that the term created by the Principal Lease shall and may absolutely merge and be extinguished in the fee simple and inheritance of the said Premises to the end and intent that the said Mrinalini Properties and Mercantile Company Private Limited (being the Confirming Party herein) shall have no further or other claim or demand in upon or against the said Premises. Consequent to such transfer and assignment of the reversionary interest, the leasehold interest held by the said Pushpak Commercial Company Limited stood merged into the freehold right and title of the said Pushpak Commercial Company Limited. Accordingly the said Pushpak Commercial Company Limited (being the Owner herein) became the absolute lawful owner of the said Premises with a freehold title free from all encumbrances, charges, liens, lispensens, attachments, trusts, claims, demands, mortgages, wakfs, debutters, debts, uses, executions, liabilities, prohibitions,

restrictions, leases, tenancies, licenses, requisitions, acquisitions and alignments, etc., whatsoever or howsoever to the exclusion of Messrs. Mrinalini Properties & Mercantile Company Private Limited (being the Confirming Party herein).

- D) The name of the Confirming Party was changed from Mrinalini Properties and Mercantile Company Private Limited to MPMC Private Limited and a fresh Certificate of Incorporation consequent on change of name was issued by the Registrar of Companies, West Bengal on 10<sup>th</sup> June, 1994. The Confirming Party is an existing Company bearing CIN U70101WB1967PTC027179. The Confirming Party is a party to the registered Development Agreement dated 29<sup>th</sup> August 2016 and has acknowledged the absolute lawful freehold ownership title of the Owner and confirmed that the Confirming Party does not have any right, title, interest, claim or demand into or upon the said Premises or any part thereof or the new buildings constructed thereon.
- E) The said Premises is now mutated in the name of the Owner herein in the records of the Kolkata Municipal Corporation as the absolute owner thereof.

SCHEDULE C  
(Said Apartment)

Apartment Unit no. [ ] having carpet area of [ ] square feet and having [ ] square feet of super built-up area, type [ ], on [ ] floor in the Building ("Unit") along with [ ] number of garage/covered car parking space bearing nos. [ ] in the [ ] together with undivided proportionate share in the Common Areas and together with undivided proportionate share in the land comprised in the Said Premises

SCHEDULE D  
[Plan of Said Apartment]  
[Attached as separate sheet]

SCHEDULE E  
[Specifications of the Apartment]

Structure:-

- Foundation: RCC Pile Foundation.
- Building: Reinforced Concrete Cement (RCC) framed structure with columns, beams and slabs.
- Elevators:-
- Two Nos. of Automatic Lift of Mitusbushi (10 passenger) each and one service/ servants bed lift of OTIS make with ARD device.

Windows:-

- Windows – large French type aluminum/UPVC (Fenesta) matching with the elevation.

Wall Finish and Interiors:-

- Common areas will be painted with Acrylic Emulsion Paint.

- All Lobbies with decorative ceiling and imported Italian marble/ Granite paneled lift façade and flooring.
- Anti-termite, treatment on land and building plinth

General Facilities:-

- Intercom facility in each flat/apartment (with closed circuit T.V.) for communication between main lobby, gate and flats/apartments.
- DTH/Cable connection in all bedrooms and drawing room.
- Fire fighting equipments as per recommendations.
- Generator Back-up of TIL/Volvo/Perkins or equivalent in full for to each flat/apartment to be made available with automatic changeover and overload protection three phase type and any power requirement will be available at an extra cost.
- Air-conditioned Community Hall with adjacent terrace will be for user of the all the Residential Flat Owners. However the Unit Owners shall not be entitled to let out and/or commercially use the community hall with adjacent terrace.
- Main lobby at the ground floor to be air-conditioned (Daikin/Toshiba/ Mitusbushi)
- Water proofing of the roof and finished with roof tiles.
- Corporation supply with adequate UG reservoir for drinking and fire fighting water along with iron removal and filtration unit
- Driveway – Greenery, flowerpots/creepers. Floors with heavy duty tiles/ stone
- Provisions for 2 Telephone lines in each flat/apartment in each room.
- Decorative Boundary wall with proper landscaping and as per specification of the Architect
- Well equipped Gym with AC.

SCHEDULE F

[PAYMENTS]

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

SCHEDULE – G

## PART I

(Common Areas for Residential Area only)

1. Lobbies, common passages and staircases of the building comprised in the Residential Area and common paths comprised in the Residential Area
2. Wires and accessories for lighting of common areas of the building comprised in the Residential Area
3. Ultimate Roof (save and except a reserved roof of 699 sq ft belonging to the Owner which reserved roof is delineated in red borders in the Roof Map or Plan annexed hereto and the same cannot be used for any commercial purpose). The Owner will not make any permanent construction without the approval of the Kolkata Municipal Corporation but however will be entitled to make structures of temporary nature.
4. Car Porch Area
5. Space for Generator installation, electrical installation and meter room (except exclusively demarcated generator space, Air conditions Unit area on Second floor as per plan attached for commercial building).
6. Air-conditioned Community Hall with adjacent terrace/Gym /games room
7. Two Passenger Lift and One Stretcher Lift, Lift Machineries and Lift Pits

## PART II

(Common Areas for Commercial Area)

1. Lobbies, common passages and staircases of the building comprised in the Commercial Area and common paths comprised in the Commercial Area
2. Wires and accessories for lighting of common areas of the building comprised in the Commercial Area
3. Lift for Commercial Area
4. Exclusively demarcated generator space, Air conditions Unit area on Second floor as per plan attached for commercial building

## Part III

(Common Areas for both Residential Area and Commercial Area)

1. Common drains, sewers and pipes
2. Common water reservoirs, water tanks, water pipes (save those inside any

- Flat/Apartment) and deep tubewell appurtenant to the building
3. Pumps and motors
  4. Lightening Arrester
  5. The Land in the said Premises excluding Heritage Area.
  6. Fire Fighting equipments in the building
  7. Intercom System
  8. Lawn/landscaped area comprised in the said Premises
  9. Caretaker Room, Darwan Roof / Ghumti
  10. In & Out Entrance Gate

SCHEDULE – H  
(Common Expenses)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the drive way when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the property.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit/Apartment) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming part of the Project.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Association may think fit.

11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. 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(s) or Common Areas or any part thereof excepting in so far as the same are the responsibility of the individual Purchaser(s) / occupiers of the Project.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to any individual Purchaser/occupier of Project.
15. Generally managing and administering the development and protecting the amenities in the Project and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any of the occupants of the Project.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance 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 with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the Project.
18. Insurance of fire fighting appliances and other equipment for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Association may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Association it is reasonable to provide.
21. In such time to be fixed annually as shall be estimated by the Association (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this Schedule to be or expected to be incurred at any time.
22. 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 Association and shall only be applied in accordance with unanimous or majority decision of the members of the Association and with the terms of this Schedule.
23. The Purchaser (s) under the scope of these presents undertakes to reimburse and / or pay the proportionate charges towards the diesel expenses for providing substitute backup for electricity in the form of generator services to the extent of such proportionate KVA load allocated and / or taken by the Purchaser(s) herein in respect of his/ her/their unit in the Project and such expenses incurred shall be reflected and / or incorporated in a separate bill which shall be raised on every English calendar month. In the event if any Purchaser makes a

default in making such payment for consecutive two months in such a situation the Association shall have the unfettered right to withdraw such facility after giving 21 (twenty one) days notice in writing to remedy the default. Be it further stated herein that these charges shall have to be borne by the Purchaser(s) herein over and above the monthly maintenance charges.



## SCHEDULE-I

### (Mutual Easements & Restrictions)

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

- i. The Purchaser(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 Purchasers 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 Purchaser(s) or any person deriving title under the Purchaser(s) or the servants, agents, employees and invitees of the Purchaser(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 Purchaser 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 Purchaser(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 Purchaser and occupiers of the other spaces and portion of the Building(s)

## SCHEDULE-J

### (Purchaser's Covenants)

Part-I  
(Specific Covenants)

The Purchaser 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 Apartment 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, building therein or Common Areas free of cost and the Purchaser 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, stair case, common parts and portions for the purpose of erection, repair and replacement of such neon signs.
- d) deposit the amounts for common purposes as required by the Maintenance Agency;
- e) use and occupy the said Apartment only for the purpose of residence and not for any other purpose;
- f) use the Common Portions without causing any hindrance or obstruction to other Unit Owners and occupants of the Building;
- g) keep the said Apartment and partition walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Apartment 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 Apartments/parts of the Building;
- h) 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 Apartment or the Common Portions for the purpose of fixing, changing or repairing the concealed wiring and pipelines and/or air-conditioners or otherwise;
- i) maintain and/or remain responsible for the structural stability of the said Apartment and not to do anything which has the effect of affecting the structural stability of the Building;

- j) use and enjoy the spaces comprised in the Common Portions for the Common Purposes;
- k) to pay charges for electricity in relation to the said Apartment wholly.
- l)
  - (i) In the event if the said Apartment is booked prior to obtaining of completion certificate the Purchaser 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 Apartment wholly;
  - (ii) In the event if the said Apartment is booked after obtaining of completion certificate, the Purchaser 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 Apartment wholly on completion of 15(Fifteen) days from the date of booking.
- m)
  - (i) In the event if the Apartment is booked prior to obtaining of completion certificate the Purchaser 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 Apartment wholly and to pay proportionate share of such rates and taxes payable in respect of the said Apartment until the same is assessed separately by the Municipal Corporation;
  - (ii) In the event if the Apartment is booked after obtaining of completion certificate, the Purchaser, 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 Apartment wholly and to pay proportionate share of such rates and taxes payable in respect of the said Apartment until the same is assessed separately by the Municipal Corporation on completion of 15(Fifteen) days from the date of booking.
- n) pay for other utilities consumed in or relating to the said Apartment;
- o) allow the other Unit Owners the right to easements and/or quasi-easements;
- p) 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

- q) observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes.

2. The Purchaser agrees undertakes and covenants:

- a) not to damage, demolish or cause to be damaged or demolished the said Apartment 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 Purchaser to put a decent nameplate on the outface of the main door of the said Apartment;
- 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 Apartment 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 Apartment 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 Apartment 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 Apartment 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 Apartments 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 Apartment 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 Apartment 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 Purchaser;
- s) not to sell, transfer, let out or part with possession of the said Parking Spaces, independent of the said Apartment and to use the same only for the purpose of parking motor car provided however that the said parking space may be sold to any other Unit Owner of the Building;
- t) not to use the said Apartment for any purpose save and except for residential purpose and not to use the said Apartment 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 Apartment 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 kutchra 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 Apartment 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;
- z) not to make claim of any right of pre-emption or otherwise regarding any of the other Apartments or any portion of the Building and/or the Premises;
- aa) not to subdivide the said Apartment 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 Owners;
- ad) not to install any loose, hanging or exposed wires or cables anywhere outside the said Apartment;
- ae) not to interfere with, obstruct or hinder the rights of the Owner/Promoter regarding the roofs as mentioned in this Deed 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 Apartment 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 Owners/occupiers of the said Premises and/or the neighbourhood;
- ag) not to use the said Apartment 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 Apartment 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 Parties agree with regard to the Commercial area and Heritage area as follows:

- a) The ground and first floor of the new building constructed at the said Premises by the Promoter in accordance with the said Plan has been reserved for commercial purposes (hereinafter referred to as the COMMERCIAL AREA)
- c) The owners and occupiers of Commercial Area and Heritage Area will be liable to share and/or contribute proportionately towards the maintenance charges provided however that the maintenance charges for the Commercial Area shall be 75% of the rate of maintenance charges for the Residential Area from time to time.
- d) The occupiers of the residential area will have no right over and in respect of the commercial area and will not be entitled to do any act deed or thing whereby the owners and occupiers of the commercial area are prevented from carrying on business and/or using and occupying the said commercial area or any part or portion thereof in accordance with law. Similarly, the owners and occupiers of the Commercial Area will have no right over and in respect of the residential area and will not be entitled to do any act deed or thing contrary to the rights and entitlements of the Unit Owners of the residential area.
- e) The said demarcated HERITAGE BUILDING AND APPURTENANCES will have a separate entrance and the Purchasers and/or any person claiming through or under these presents shall not be entitled to claim any right over and in respect of the said HERITAGE BUILDING AND APPURTENANCES and the said HERITAGE BUILDING AND LAND APPURTENANCES thereto is excluded out of the transfer and/or assignment in terms of this deed. It is clarified that the owners and occupiers of the said HERITAGE BUILDING AND APPURTENANCES will have the right to use only the common area basement, Ground Floor Driveway / Passage and not any part or portion of the Residential Area.
- e) The owners and occupiers of Commercial Area and Heritage Building Area will be liable to share and/or contribute towards the maintenance charges @75% of the maintenance charges payable by the residential area owners.
- f) The Owner, Pushpak Commercial Company Limited including its successors-in-interest and assigns shall not use the Commercial Area and/or Heritage Area as a night club and that if any portion of the Commercial Area or Heritage Area is used as a restaurant or

bar, the entry and exit for the visitors, guests, staff, employees, etc. to the restaurant or bar shall be through the Heritage Building only and no other entry to the Project shall be used.

g) The Second Floor/ Top Roof Garden of the Heritage Building has been connected to the Second Floor and Top Roof of the New Building solely for the purpose of repairs & maintenance and is not meant for access of the owners and occupants of the residential area to the commercial area or to the heritage building and appurtenances and similarly is also not meant access of the owners and occupants of the Commercial Area and/or the owners of the Heritage Building and Appurtenances to the Residential area .

h) The Owner shall be at liberty to connect the Second Floor/Top Roof Garden of the Heritage Building to the Second Floor and Top Roof of the New Building. The said roof of the Heritage Building has been delineated in the map annexed hereto. However, such connectivity between the Ground Floor of the Heritage Building and the Ground Floor of the New Building or between the Second Floor/the Roof Garden of the Heritage Building and the Second Floor and Top Roof of the New Building shall not under any circumstances whatsoever create any right of any nature in favour of the Developer or its transferee/s over and in respect of the said Heritage Building and Appurtenances or any part thereof.

4. The stamp duty, registration fees and incidental expenses in respect of this Deed of Conveyance are being paid and borne by the Purchaser. The Purchaser hereby indemnifies the Promoter fully regarding all payments as mentioned in Schedule F.
5. The Building constructed at the Premises has been named as "The Loudon Residences". The Purchaser and/or the Unit Owners 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.
6. The Purchaser shall have no connection whatsoever with the other Unit Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Purchaser and the other Unit Owners (either express or implied) and the Purchaser shall be responsible to the Promoter for fulfillment of the Purchaser's obligations irrespective of non-compliance by any other Unit Owner.
7. The Purchaser may deal with or dispose of or alienate or transfer the said Apartment subject to the following conditions:
  - a) The said Apartment shall be one lot and shall not be partitioned or dismembered in parts and shall not be sold or transferred in divided or demarcated parts by the Purchaser. In case of sale of the said Apartment 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 Apartment by the Purchaser 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 Purchaser may transfer/alienate the said Apartment shall automatically be also bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Purchaser 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 Apartment payable to the Promoter, the Maintenance Agency and the Municipal Corporation are paid by the Purchaser 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.
8. The Purchaser shall not claim any partition of the land comprised in the Premises.
9. The Purchaser shall use and enjoy the said Apartment 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 Owner and/or the Promoter.
10. The Purchaser 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 Purchaser and shall be responsible for and shall keep the Promoter/Owner indemnified also against all actions claims proceedings costs expenses and demands made against or suffered by the Promoter/Owner as a result of any act, omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance by the Purchaser of any of the terms, conditions, covenants contained in this Schedule or elsewhere in this Deed.
11. The Purchaser 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 Apartment) thereof by the Promoter/Owner.

Part - II  
(Maintenance)

1. The Premises, the Building and the Common Portions shall be managed and maintained by the Maintenance Agency.
2. The Purchaser 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 Owners 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 Owners.
5. The Purchaser 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 Purchaser 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. The liability to pay interest shall be without prejudice to the right of the Maintenance Agency under Clause 8 below.
6. Apportionment of any liability of the Purchaser in respect of any item of expense, taxes, dues, levies or outgoings payable by the Purchaser shall be done by the Maintenance Agency whose decision shall be final and binding on the Purchaser and the Purchaser 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 Purchaser and/or the said Apartment 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 Purchaser after giving 1 (one) month notice in writing.
9. The Purchaser shall co-operate with the other Unit Owners, 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 Apartments in the Building, the Promoter and Owner, shall take steps for formation of the Association in consultation with all the Unit Owners for the maintenance and management of the Common Portions described in Schedule-G, the Building and other areas at the Premises. The maintenance of the Building has been made over to the Unit Owners and upon such making over, the Unit Owners shall be responsible for the maintenance of the Building and the Premises. The Unit owners shall make payment of the expenses relating to the period prior to the handing over of maintenance to the Association. The Unit Owners shall hand over all deposits lying with each of them 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 Purchaser 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 Owner/Promoter as the case may be and the Purchaser hereby consents to accept and sign the same and to assist the Owner/Promoter in all respects in formation of the Association. However all the deeds will have the common recitals, obligations and rights.
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 Purchaser 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 Owners. 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 Purchaser and all Unit Owners 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 Owners without the participation of all Unit Owners shall not be entitled to be recognised by the Promoter and shall not have any right to represent the Unit Owners 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 Owners proportionately and all its decisions shall be by majority of votes according to proportionate interest, and not number of members. The Unit Owners (including the Purchaser) may amend and/or modify the rules and regulations of the Association by 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 to Sale of flats/apartments and the Deeds of Conveyance executed by the Promoter in favour of the Unit Owners.
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 Building 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 Owners.

9. Majority of the Unit Owners may by majority 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 Apartments by their respective owners or for the mutual benefit of the Unit Owners 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 to Sale and/or the Deeds of Conveyance executed by the Promoter in favour of the Unit Owners.
10. 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 Owners including the Purchaser 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 Owners including the Purchaser 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, the Promoter and/or its directors, employees or agents shall have any liability or responsibility whatsoever under any circumstance.

Part –IV  
(Mutation, taxes and impositions)

1. The Purchaser shall apply for and obtain within six months from the date thereof, mutation, separation and/or apportionment of the said Apartment in his own name without in any way making or keeping the Promoter/Owner liable and/or responsible in this regard on any account whatsoever. The Promoter shall fully co-operate with the Purchaser 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/Owner or the Maintenance Agency, as the case may be, will be entitled to get the said Apartment mutated and apportioned in the name of the Purchaser and in such an event be further entitled to recover all costs, charges and expenses, including professional fees therefor from the Purchaser. All such amounts shall be paid and/or be payable by the Purchaser within 15(fifteen) days of being called upon to do so. In the event of failure to do so, the Purchaser 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 Apartment 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 Purchaser.

4. Besides the amount of the Impositions, the Purchaser 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 Purchaser of Impositions and Penalties in respect of the said Apartment booked prior to obtaining of completion certificate would accrue with effect from the date of Completion Certificate and for the Apartments 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 Purchaser thereof from the Purchaser.

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 Confirming Party at ...

in the presence of :

SIGNED AND DELIVERED by the PURCHASER at .....

in the presence of :

RECEIPT AND MEMO OF CONSIDERATION:

RECEIVED from the withinnamed Purchaser the within mentioned 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 Number	Date	Bank, Branch	Cheque Amount (excluding tax)		
1.						
2.						
3.						
4.						
5.						
6.						

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

WITNESSES:

(Promoter)