

**DEED OF CONVEYANCE**

This DEED OF CONVEYANCE ("Deed") is made on this [ ] day of [ ] 2018 at [ ] BY  
AND :

**BETWEEN**

**PRANTIK CO-OPERATIVE HOUSING SOCIETY LIMITED (PAN AADAP7782N)**, a Society registered under the West Bengal Co-operative Societies Act, 1973, having its registered office at 157, Binoba Bhabe Road, P.O. Sahapur, Police Station Behala presently New Alipore, Kolkata – 700038, represented by and its Chairperson **MRS. PRITI M. SHAH (PAN \_\_\_\_\_)**, daughter of Late Vasantrai V. Kotecha and Wife of Sri. Manish Shah, by Nationality – Indian, by religion – Hindu, by Occupation – Business, residing at 4A, Santosh Roy Road, P.O. Barisha, Police Station Thakurpukur, Kolkata – 700008 and its Secretary **MR. MANISH SHAH (PAN \_\_\_\_\_)**, Son of Late Jayendra Kumar Shah, by Nationality – Indian, by religion – Hindu, by Occupation – Business, residing at 4A, Santosh Roy Road, P.O. Barisha, Police Station Thakurpukur, Kolkata – 700008 and its Treasurer **MR. NIMESH SHAH (PAN \_\_\_\_\_)**, Son of Late Jayendra Kumar Shah, by Nationality – Indian, by religion – Hindu, by Occupation – Business, residing at 4A, Santosh Roy Road, P.O. Barisha, Police Station Thakurpukur, Kolkata – 700008, hereinafter called and referred to as the "SELLER/OWNER" (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 and/or assigns) of the FIRST 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, representatives, successors-in-interest, executors and/or permitted assigns) of the SECOND PART.

The Owners/Sellers and the Purchaser shall collectively be referred to as the "Parties" and individually as a "Party".

**WHEREAS:**

A) Prantik Co-operative Housing Society Limited, a Society registered under the West Bengal Co-operative Societies Act, 1973, having its registered office at 157, Binoba Bhabe Road, P.O. Sahapur, Police Station Behala presently New Alipore, Kolkata – 700038 as Owner therein referred to as the purchaser by virtue of the following 34 Nos. of respective Deeds of Conveyance separately purchased **ALL THAT** piece and parcel of land measuring 78 Kottahs 4 Chittacks 16 Sq. ft. be the same or a little more or less lying and situated in different Dags and Khatians in Mouza Sahapur, J. L. No. 8, R. S. No. 179, Touzi Nos. 93 and 101, Pargana Magura, Police Station Behala, Sub-Registry Office at Alipore and within the local limit of the then South Suburban Municipality now within Ward No. 119 of The Kolkata Municipal Corporation, in the District of the then 24 Parganas now South 24 Parganas for valuable

consideration therein mentioned free from all encumbrances, liens, lispens, charges whatsoever the details of which are as follows:

SI.	DEED NO	DATE	REGD. OFFICE	VENDOR/SNAME	DETAILS OF LAND AREA K - C - SQF
1.	1878	15/10/1979	Jt. Sub-Registrar of Alipore at Behala	1) Pradip Kumar Das 2) Prodyot Kumar Das 3) Smt. Provabati Das	06 - 08 – 00 Dag No. 143 Khatian No. 379
2.	1879	15/10/1979	- Do -	1) Amiyangshu Kumar Das Promod Kumar Paul presented as Confirming Party	06 - 08 – 00 Dag No. 143 Khatian No. 379
3.	1902	24/10/1979	- Do -	1) Sk. Golam Hossain 2) Sk. Golam Ali 3) Musamat Khotaja Khatun 4) Musamat Fatema Khatun Subhas Chandra Guha presented as Confirming Party.	02 - 13 – 00 Dag Nos. 145 and 146 Khanda Khatian Nos. 1969,1594, 1596, 1597 and 1598
4.	1903	24/10/1979	- Do -	1) Sk. Golam Mohammad Promod Kumar Paul presented as Confirming Party.	04 - 00 – 00 Dag No. 143 Khatian No. 379

5.	1124	07/05/1980	- Do -	1) Musammata Jabeda Khatun	01 – 04 – 16 Dag Nos. 145 and 146 Khatian No. 1599
6.	1422	04/06/1980	- Do -	1) Marium Bibi, 2) Rahima Khatun, 3) Jamila Khatun.	03 – 06 - 00 Dag Nos. 145 and 146 Khatian No. 1971
7.	1433	04/06/1980	- Do -	1) S K. Noor Hossain	02 – 04 - 00 Dag Nos. 145 and 146 Khatian No. 1921
8.	3044	15/12/1980	- Do -	1) Golam Mohammad Sk.	02 – 05 - 34 Dag Nos. 145 and 146 Khatian No. 1593, 1595 1600
9.	490	21/02/1981	- Do -	1) Salema Khatun	01 – 04 - 00 Dag Nos. 145 and 146 Khatian No. 1968
10	1173	28/04/1982	- Do -	1) Musammata Rahila Khatun	01 – 04 - 16 Dag Nos. 145 and 146 Khatian No. 1601
11.	04258	17/05/2005	A.R.A.-I, Kolkata	1) Nityananda Sikdar	00 – 08 - 00 Dag Nos. 145 and 146 Khatian No. 1970

12.	13016	24/11/2008	A.D.S.R., Behala	1) Niryananda Sikdar 2) Chunilal Mukherjee	03 – 09 – 15 Dag Nos. 147 and 148 Khatian Nos. 1594, 1596, 1597, 1598, 1969
13.	13019	24/11/2008	- Do -	1) Biplob Majumder	02 – 14 - 15 Dag Nos. 147 and 148 Khatian Nos. 1593, 1595, 1600
14.	13020	24/11/2008	- Do -	1) Nityananda Sikdar	01 – 10 - 05 Dag Nos. 147 and 148 Khatian No. 1599
15.	13144	26/11/2008	- Do -	1) Mrinal Kanti Roy	01 – 10 - 00 Dag No. 141 Khatian No. 445
16	00542	20/01/2009	- Do -	1) Chunilal Mukherjee	00 – 11 - 00 Dag Nos. 147 and 148 Khanda Khatian No. 1970
17.	01062	03/02/2009	- Do -	1) Chunilal Mukherjee	03 – 10 - 15 Dag Nos. 147 and 148 Khatian No. 1601
18.	12322	07/12/2009	- Do -	1) Subhas Chandra Guha	01 – 14 - 24 Dag No. 138 Khatian No. 441

19.	12323	07/12/2009	- Do -	1) Ashutosh Guha	02 – 03 - 21 Dag No. 138 Khatian Nos. 439 and 441
20.	03771	05/04/2010	- Do -	1) Smt. Soma Guha 2) Swapan Kumar Guha 3) Smt. Leena Guha 4) Alope Kumar Guha 5) Tilak Guha	00 – 13 - 00 Dag No. 142 Khatian No. 443
21.	03772	05/04/2010	- Do -	1) Smt. Soma Guha	02 – 15 - 23 Dag No. 142 Khatian No. 443
22.	04670	05/05/2010	- Do -	1) Timir Baran Majumder	03– 11 - 00 Dag No. 139 Khatian No. 440
23.	06594	02/07/2010	- Do -	1) Samir Guha	02 – 03 - 00 Dag No. 140 Khatian No. 444
24.	08375	30/08/2010	- Do -	1) Smt. Padma Basak 2) Smt. Dolly Sukla Das (Naskar)	02 – 04 - 39 Dag No. 149 Khatian No. 442 within Khatian No. 439
25.	11365	15/12/2011 Subsequently changed the measurement of land by executing the following Deed	- Do -	1) Smt. Anjali Shaw	01 –04 - 00 Dag No. 149 Khatian No. 442 within Khatian No. 439

	01385 Deed of Declar	18/02/2013	A.D.S.R, Behala	1) Smt. Anjali Shaw	00 – 15 - 27  Dag No. 149  Khatian No. 442 within Khatian No. 439
26.	04027	23/04/2012	- Do -	1) Jaskaran Agarwal  2) Sanjay Kumar Sureka  3) Arun Kumar Agarwal,  4) Arun Chand Chowdhury  5) Neel Kamal Agarwal  6) Ashok Kumar Agarwal,  7) Vishwanath Koyal  8) Shiv Kumar Agarwal  9) Ashok Kumar Kedia	03 – 08 - 21  Dag Nos. 147 and 148  Khatian No. 1971
27.	04028	23/04/2012	- Do -	1) Kailash Chand Agarwal	00 – 10 - 20  Dag Nos. 147 and 148  Khatian No. 1971
29.	04042	24/04/2012	- Do -	1) Ajay Kumar Sureka	00 – 10 - 20  Dag Nos. 147 and 148  Khatian No. 1971

28.	04041	24/04/2012	- Do -	<p>1) Jaskaran Agarwal</p> <p>2) Sanjay Kumar Sureka</p> <p>3) Arun Kumar Agarwal,</p> <p>4) Arun Chand Chowdhury</p> <p>5) Neel Kamal Agarwal</p> <p>6) Ashok Kumar Agarwal,</p> <p>7) Vishwanath Koyal</p> <p>8) Shiv Kumar Agarwal</p> <p>9) Ashok Kumar Kedia</p>	<p>02 – 05 - 19</p> <p>Dag Nos. 147 and 148</p> <p>Khatian No. 1971</p>
30.	01965	18/02/2013	D.S.R.-II, Alipore	<p>1) Smt. Manjusree Sengupta alias Smt. Manhjusree Kundu</p>	<p>00 – 15 - 27</p> <p>Dag No. 149</p> <p>Khatian No. 442 within Khatian No. 439</p>
32.	04485	28/03/2013	D.S.R.-II, Alipore	<p>1) Pradip Sengupta,</p> <p>2) Pranab Sengupta</p> <p>3) Smt. Dipali Chatterjee alias Chattopadhyay alias Smt. Dipali Sengupta</p>	<p>02 – 14 - 36</p> <p>Dag No. 149</p> <p>Khatian No. 442 within Khatian No. 439</p>
33.	04560	20/05/2013	A.D.S.R, Behala	<p>1) Chunilal Mukherjee</p>	<p>01 – 09 – 15</p> <p>Dag Nos. 147 and 148</p> <p>Khatian No. 1968</p>

34.	01278	10/02/2016	- Do -	1) Smt.Kamana Biswas	02 – 06 - 13  Dag No. 149  Khatian No. 442
				TOTAL ..	78 - 04 – 16

**B) Whereas by virtue of the first 10 (ten) several Deeds of conveyance as recited hereinbefore, the Prantik Co-operative Housing Society Ltd. purchased ALL THAT piece and parcel of land measuring about 31 Cottahs be the same a little more or less now as Premises No.157, Vinoba Bhave Road, Kolkata - 700038 comprised in R.S. Dag Nos. 143, 145 and 146 in Mouza Sahapur, J. L. No.8, Touzi Nos. 93 and 101, Police Station Behala, District Sub-Registry Office at Alipore and A.D.S.R Office at Behala and within ward No.119 of The Kolkata Municipal Corporation in the District of South 24 Parganas,**

**C) After purchase of the aforesaid land, the then Board of Directors of THE SOCIETY framed a project for developing the same and dividing the entire land into 12 (twelve) plots measuring more or less 2 cottahs and odd each.**

**D) The Board of Directors allotted the said twelve plots of land to twelve members and the members became share holders holding two share of Rs.200/- each and having fully paid their shares of contribution were allotted the plots in their names measuring about 2 Cottahs and odd each.**

**E) Although the plot of land was allotted to the MEMBERS but no Conveyance was executed and registered, thereby creating various practical problems of establishing a clear title of the members for which the Board of Directors had decided to execute and register the Deed of Conveyance in favour of all the members.**

**F) Sri Ashoke Sannigarhi a member and shareholder of the said Society was allotted 2 Cottahs 3 Chittaks 25 Sq. ft. being the plot No.7 in the Housing project and thereafter by a registered Deed of Conveyance executed and registered on 1<sup>st</sup> September, 1982 bearing Deed No.2558 for 1982 registered in the Office of Sub Registrar of Behala, the member therein was conveyed with the right, title and interest absolutely in respect of the said property.**

**G) Sri Bibhas Chandra Ghosh a member and shareholder of the said Society was allotted 2 Cottahs 5 Chittaks 20 Sq. ft. being the plot No.6 in the Housing project and thereafter by a registered Deed of Conveyance executed and registered on 4<sup>th</sup> May, 1983 bearing Deed No.1397 for 1983 registered in the Office of Sub Registrar of Behala, the member therein was conveyed with the right, title and interest absolutely in respect of the said property.**

**H) THE SOCIETY thereafter did not convey any further plots to any other members, as they could not continue with the framed project of developing the land by dividing into 12 different plots. Thus the entire land remained undivided excepting the plot Nos.6 & 7 above mentioned.**



I) The plot no 6 was further conveyed by a Deed of Conveyance dated 26<sup>th</sup> April 1995 executed between Sri Bibhas Chandra Ghosh, therein referred to as the member of Prantik Co-operative Society Ltd. and Smt. Saroj Devi Saraf, therein referred to as the Purchaser and registered with the District Sub Registrar II Alipore in Book No. I, Volume No.45, Pages 11 to 24, Being No. 1907 for the year 1995, the said Vendor sold, granted and conveyed ALL THAT piece and parcel of land measuring 2 Cottahs 5 Chittaks and 20 Sq. ft. same a little more or less and having a kachha structure of 70 Sq. ft. situated in the District of South 24 Parganas, Police Station and Sub-Registry Office at Behala, Ward No.119, Mouza – Sahapur, J. L. No.8, Touzi No.93 and 101, Khatian No.379, comprised in Dag No. 143, Vinoba Bhave Road, together with one/twelfth share in the common passage in plot No. 6 for valuable consideration therein mentioned free from all encumbrances, liens, lispensens, charges whatsoever.

J) The plot no 7 was further conveyed by a Deed of Conveyance dated 8<sup>th</sup> December 1999 executed between Sri Ashoke Sannigarhi, therein referred to as the member of Prantik Co-Operative Society Ltd. and Smt. Pushpalata Tekriwal, therein referred to as the Purchaser and registered with the Additional Registrar of Assurances – I, Kolkata in Book No. I, Volume No. I, Pages 1 to 17, being No. 3655 for the year 1999, the said Vendor sold, granted and conveyed ALL THAT piece and parcel of land measuring 2 Cottahs 3 Chittaks and 25 Sq. ft. same a little more or less and having a kachha structure of 120 Sq. ft. situated in the District of South 24 Parganas, Police Station and Sub Registry Office at Behala, Ward No. 119, Mouza – Sahapur, J. L. No.8, Touzi No. 93 and 101, Khatian No. 379, comprised in Dag No. 146 and partly in Dag No.145, Vinoba Bhave Road, together with one/twelve share in the common passage in Plot No. 7 for valuable consideration therein mentioned free from all encumbrances, liens, lispensens, charge whatsoever.

K) Thereafter by virtue of several resignations on different dates the then members of Prantik Co-Operative Housing Society Limited resigned one after another upon receiving their dues and claim from the corresponding new members and the new members were appointed.

L) Further by a Deed of Conveyance dated 17<sup>th</sup> May, 2005 executed between Nityanand Sikdar, therein referred to as the vendor and Prantik Co-operative Housing Society Limited, represented by Sri Someraj Mukherjee, therein referred to as the purchaser and registered with the Joint sub-registrar of Alipore at Behala in Book No. I, Volume No.1, Pages 1 to 15, Being no. 4258 for the year 2005, the said vendor sold, granted and conveyed ALL THAT undivided and un demarcated piece and parcel of land measuring, 8 Chittacks, in R.S. Dag No. 145 and 146, Khatian No. 1970, J.L. No. 8, Touzi Nos. 93 and 101 at Mouza – Sahapur, P.S. Behala, District – South 24 Parganas, for valuable consideration therein mentioned free from all encumbrances, liens, lispensens, charges whatsoever.

M) Thereafter Smt. Pushpalata Tekriwal conveyed back the portion of land she had purchased from Sri Ashoke Sanniibrahi to Prantik by Deed of Conveyance dated 5<sup>th</sup> December 2008 executed between Smt. Pushpalata Tekriwal, therein referred to as the Vendor and Prantik Co-Operative Housing Society Limited, represented by its Chairman Sri Someraj Mukherjee and its Secretary Sri Manish Shah, therein referred to as the Purchaser and registered with the Additional District Sub Registrar Behala being No.11363 for the year 2008, the said Vendor sold, granted and conveyed and conveyed ALL THAT piece and parcel of land measuring 2 Cottahs 3 Chittaks 25 Sq. ft. same a little more or less situated in the District of South 24 Parganas, Police Station and Sub Registry Office at Behala, Ward No. 119, Mouza – Sahapur, J. L. No. 8, Touzi No. 93 and 101, Khatian No.379, comprised in Dag No. 146 and partly in Dag No. 145,

Vinoba Bhave Road, together with one/twelve share in the common passage in Plot No. 7 for valuable consideration therein mentioned free from all encumbrances, liens, lispendens, charges whatsoever.

N) Thereafter Smt. Saroj Devi Saraf also conveyed back the portion of land she had purchased from Sri Bibhas Chandra Ghosh to Prantik by a Deed of Conveyance dated 23<sup>rd</sup> December 2008 executed between Smt. Saroj Devi Saraf, therein referred to as the Vendor and Prantik Co-Operative Housing Society Limited, represented by its Chairman Sri Someraj Mukherjee and its Secretary Sri Manish Shah, therein referred to as the Purchaser and registered with the Additional District Sub Registrar Behala being No.14435 for the year 2008, the said Vendor sold, granted and conveyed ALL THAT piece and parcel of land measuring 2 Cottahs 5 Chittaks 20 Sq. ft. same a little more or less situated in the District of South 24 Parganas, Police Station and Sub-Registry Office at Behala, Ward No. 119, Mouza - Sahapur, J. L. No. 8, Touzi No. 93 and 101, Khatian No. 379, comprised in Dag No. 143, Vinoba Bhave Road, together with one/twelve share in the common passage in Plot No. 6 for valuable consideration therein mentioned free from all encumbrances, liens, lispendens, charges whatsoever.

O) Thus by virtue several Deed of Conveyance as recited hereinbefore, the Prantik Co-operative Housing Society Ltd. purchased ALL THAT piece and parcel of land measuring about 32 Cottahs 2 Chittaks 32 sqft be the same a little more or less lying and situated in R. S. Dag No. 143, 145 and 146 under R.S. Khatian Nos. 379, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1968, 1969, 1970 & 1971 in Mouza Sahapur, J. L. No. 8, Touzi No. 93 and 101, P. S. Behala, District Sub-Registry Office at Alipore and A.D.S.R. Office at Behala and its comprising Municipal Premises No. 157, Vinoba Bhave Road, within Ward No. 119 of The Kolkata Municipal Corporation, Police Station Behala, Kolkata – 700 038, hereinafter referred to as the “SAID LAND”.

P) By an Deed for exchange dated 7<sup>th</sup> March, 2007, executed between the President of India acting through the General Manager, Eastern Railways and Prantik Co-operative housing Society Ltd., registered with the Additional District Sub-Registrar Behala in Book No. I, Being deed No.2216/07 for the year 2007, the Railways agreed to exchange 727 Sq. Ft. of land, owned by Railway authorities with 1080 Sq. Ft. of land, owned by Prantik Co-operative housing Society Ltd., with the intention that 1080 Sq. Ft. of land owned by Prantik Co-operative housing Society Ltd., which was encroached by the Railways shall be retained by the Railway authorities and in exchange Prantik Co-operative housing Society Ltd. shall be allowed to retain, use and occupy the said land measuring 727 Sq. Ft owned by the Railway authorities adjoining the main Road i.e. Vinoba Bhave Road.

Q) The said Society is thus seized and possessed of or otherwise well and sufficiently entitled to All That piece and parcel of land measuring about 32 Cottahs 2 Chittaks 32 sqft be the same a little more or less, now known as premises No. 157, Vinoba Bhave Road, Kolkata – 700 038 comprised in R.S. Dag No. 143, 145 and 146, R.S. Khatian Nos. 379, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1968, 1969, 1970 & 1971 J.L. No. 8, Touzi No. 93 and 101 at Mouza – Sahapur, P.S. Behala, District – South 24 Parganas, in Ward No.119 within the limits of Kolkata Municipal Corporation free from all encumbrances liens lispendens charges whatsoever.

R) The owner submitted and got the plan sanctioned by the Kolkata Municipal Corporation for construction of a Basement, Ground & Seven storied building at the said premises being sanctioned plan no.2009130256 dated 17/11/2009 on the plot of land measuring 32 Cottahs more or less forming the Phase I.

S) Thus, in this manner the present premises 157, Vinoba Bhave Road, measuring 32 Cottahs approximately on which the plan has already been sanctioned by the KMC named the Phase I project of Prantik Co-operative Housing Society Limited namely "PRANTIK RESIDENCY" was already completed.

T) At that time said Prantik Co-operative Housing Society Limited was also desirous to purchase ALL THAT piece and parcel of land admeasuring 46 Cottahs be the same a little more or less which is adjacent and contiguous to premises No.157, Vinoba Bhave Road, Kolkata.

U) The said Prantik Co-operative Housing Society Limited has already acquired this adjacent and contiguous land of 46 Cottahs 01 Chittaks 29 Sq. Ft in Phase wise manner.

V) Thus by virtue of 22 (Twenty Two) Nos. of several Deed of conveyance as recited hereinbefore, the Prantik Co-operative Housing Society Ltd. also purchased ALL THAT piece and parcel of land measuring about 46 Cottahs 01 Chittaks 29 Sq. Ft be the same a little more or less now as Premises No.157, Vinoba Bhave Road, Kolkata - 700038 comprised in R.S. Dag Nos. 138, 139, 140, 141, 142, 147, 148 and 149 under Khatian Nos. 1594, 1596, 1957, 1598, 1969, 1593, 1595, 1600, 1599, 445, 1970, 1601, 441, 439, 443, 440, 444, 442 within Khatian No. 439, 1970, 1971 and 1968 in Mouza Sahapur, J. L. No.8, Touzi No. 93 and 101, Police Station Behala, District Sub-Registry Office at Alipore and A.D.S.R Office at Behala and within ward No.119 of The Kolkata Municipal Corporation in the District of South 24 Parganas (more fully and particularly mentioned and described in Part II of the FIRST SCHEDULE hereunder written and hereinafter for the sake of brevity referred to as the FREE HOLD PROPERTY which are contiguous to Phase-I.

W) After purchasing the total land of 46 Cottahs 01 Chittaks 29 Sq. Ft, the said Society amalgamated the new premises with the old premises No. 157, Vinoba Bhave Road

X) After amalgamation the said Prantik Co-operative Housing Society Ltd. has seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring about 78 Cottahs 4 Chittaks 16 Sq. Ft be the same a little more or less lying and situated in R.S. Dag Nos. 138, 139, 140, 141, 142, 143, 145, 146, 147, 148 and 149 under Khatian Nos. 1594, 1596, 1957, 1598, 1969, 1593, 1595, 1600, 1599, 445, 1970, 1601, 379, 441, 439, 443, 440, 444, 442 within Khatian No. 439, 1971 and 1968 in Mouza Sahapur, J. L. No.8, Touzi No. 93 and 101, Police Station Behala, District Sub-Registry Office at Alipore and A.D.S.R Office at Behala and its Municipal Premises No. 157, Vinoba Bhave Road, within ward No.119 of The Kolkata Municipal Corporation and its Postal No. 157, Vinoba Bhave Road, Police Station Behala, Kolkata – 700038 and its Assessee No. 41-119-11-0159-9 in the District of South 24 Parganas (more fully and particularly mentioned and described in PART I and PART II of the FIRST SCHEDULE hereunder written and hereinafter for the sake of brevity referred to as the FREE HOLD PROPERTY.

Y) The said society recorded the said property in its name in the Office of the B.L. & L.R.O., T. M. Block, Behala.

Z) The Board of Directors of the Prantik Co-operative Housing Society Limited have decided to develop the said property by construction of building or buildings at the said premises in accordance with the Building plan to be sanctioned by the Kolkata Municipal Corporation hereunder written and referred to as the PHASE-II of PRANTIK RESIDENCY.

**AA) The members of the co-operative Society are decided to construct the building at the said premises (Phase II).**

**BB) The Owner/Seller herein applied for Building plan for the proposed building namely PHASE II of PRANTIK RESIDENCY (to be named as NAV PRANTIK) to be constructed on the remaining portions of land out of total land measuring 78 Cottahs 4 Chittaks 16 Sq. ft**

**The Owner/Seller shall construct erect and complete the said New Building on the said Premises in accordance with the said Plan with such modifications and/or alterations as may be required by the authorities concerned or may be recommended by the Architect consisting of several self contained flats/apartments/units to be ultimately transferred in favour of intending purchasers/members on ownership basis;**

**The Owner/Seller shall transfer units/flats/apartments falling under its allocation, intended to be acquired by the intending purchasers/members.**

**Upon receipt of the full consideration amount the Owner shall nominate the purchaser to become the member of the Co-operative Society and to acquire the share and the society shall accept the nomination of the intending purchaser/s and after making him member of Society and transfer share in their favour.**

**Out of the total consideration to be agreed upon, the Owner/Seller is entitled to receive the entire consideration for transfer of the flat to be purchased by the intending purchasers and issue valid receipt thereof.**

**The right of the said Purchaser shall remain restricted to a particular unit and will have no right over and in respect of the other portions of the said building and/or the said premises; except the common area/portion as described in the Fifth Schedule herein.**

**Each of the intending purchasers shall have right to use the common parts and facilities in the said building as shall be determined by the Owner at the time of making over possession of the units to the intending purchasers and the intending purchasers shall accept the same without raising any objection;**

**The owner at its own discretion shall be entitled to frame and/or modify such scheme as the Owner/Seller may think fit and proper including that for the purpose of maintenance of common parts rendering of common services and also the rules and regulations;**

**The right, title and interest of the roof/ultimate roof shall always remain with the Owner/Seller but the unit owners shall always have the rights to use the ultimate demarcated roof/terrace.**

**The Purchaser, being desirous of purchasing an Apartment in the Project, applied to the Owner/Seller vide prescribed Application Form No. [ ] dated [ ] (“Application Form”) and has been allotted vide letter dated [ ] (“Allotment Letter”) by the Owner/Seller an Apartment being 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 Net Area of [ ] square feet : type [ ], on [ ]**

floor in the Building ("Unit") containing by admeasurement chargeable area of \_\_\_\_\_ sq. ft.(SBU) be the same a little more or less (hereinafter referred to as the said UNIT) along with [ ] number of covered car parking space bearing nos. [ ] in the [ ] [*Please insert the location of the garage/covered parking*], as permissible under the applicable law and of pro rata share in the Common Areas (*defined hereinafter*) (the Unit and Car Parking/s hereinafter collectively referred to and more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written and hereinafter referred to as the said PREMISES) together with right to use the proportionate undivided shares in the Common Areas (defined below).

Subsequently an agreement for sale dated [ ] was executed and registered at the office of [ ], in Book No [ ], Volume No. [ ], Pages [ ] to [ ], Being No [ ] for the year [ ] among the Owner/Seller and the Purchaser whereby the Owner/Seller agreed to transfer and the Purchaser agreed to purchase the Said Apartment subject to the terms and conditions contained in the said agreement for sale 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.

The Purchaser has from time to time has paid in full as stipulated in the agreement for sale

The Owner/Seller since has completed construction of the Said Apartment and pursuant to the Plan and intimated the Purchaser about its intention of executing this Deed.

The Purchaser has now approached the Owner/Seller for execution of this Deed which the Owner/Seller has agreed.

**NOW THEREFORE IN CONSIDERATION OF THE PAYMENTS AND OTHER TERMS, REPRESENTATIONS, WARRANTIES AND MUTUAL COVENANTS HEREIN CONTAINED, THE SUFFICIENCY OF WHICH ARE ACKNOWLEDGED BY BOTH THE PARTIES HEREIN, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-**

#### **DEFINITIONS**

In this Agreement unless the context otherwise provides the following expressions shall have the meanings assigned to them as under:

1. **APPLICABLE LAW** shall mean all applicable laws and by-laws of the cooperative society, 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;
2. **ARCHITECT** shall mean the architect appointed by the Owner/Seller herein.

3. **ASSOCIATION** shall mean any Association or Registered Society that may be formed by the Seller for the common purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Seller in its sole discretion
4. **ADVOCATE** shall mean Mr. Partha Pratim Majumder, Advocate of 157, Roy Bahadur Road, Behala, Kolkata - 700034 appointed by the Seller for preparation of this agreement and the sale deed and/or deed of conveyance in respect of the said Unit
5. **BUILDING** shall mean the new building and/or buildings to be constructed at the said premises in accordance with the plan sanctioned by the authorities concerned with such variations as may be permitted.
6. **CARPET AREA** shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
7. **CHARGEABLE AREA** shall mean the total area of the flat plus the proportionate share of the area of the common facilities, amenities, external walls etc. as may be mutually agreed upon between the Seller/Owner and the Purchaser for the purpose of making payment of the total amount of consideration and there will be no escalation or reduction in the total amount of consideration payable by the Purchaser.
8. **CAR PARKING** shall mean the right granted by the Seller/Owner to the Purchaser to park a car/cars in the open/covered area of the Ground floor at the ground floor of the new building to be constructed at the said Premises
9. **CONSENTS** shall mean the various permissions approvals sanctions and/or consents obtained or to be obtained by the Seller/Owner for the purpose of undertaking the development of the said Premises
10. **COMMENCEMENT CERTIFICATE** shall mean the commencement certificate or building permit/plan by whatever name called issued by the concerned authorities permitting the Seller/Owner to commence the work of construction at the said Premises.
11. **COMMON PURPOSE** shall mean and include the purpose of maintaining the said premises and the said building and in particular the common parts and meeting of the common expenses and matters relating to mutual rights and obligations of the owners of various Units and common use and enjoyment thereof.
12. **COMMON AREAS,ELEMENTS AND INSTALLATIONS** shall mean the common areas installations and facilities more fully and particularly mentioned and described in the Third Schedule hereunder written
13. **COMMON EXPENSES/THE MAINTENANCE EXPENSES/CAM CHARGES** shall mean the proportionate share of common expenses to be paid borne and contributed by the intending Purchaser for rendition of common services briefly described and without limitation is in the SIXTH SCHEDULE hereunder written.

14. **COMMON FACILITIES** shall mean the facilities which shall remain common for all the owners and/or occupiers of the said new building for beneficial use and enjoyment of their respective Units.
15. **COMMENCEMENT DATE** – shall mean the date of execution of this Agreement
16. **DATE OF COMMENCEMENT OF LIABILITY** shall mean the obligation of the Purchaser to make payment of the municipal rates taxes and other outgoings including maintenance charges payable in respect of the said Unit and the Properties Appurtenant on and from the date the Purchaser becomes entitled to takeover possession of the said Unit upon notice being given by the Seller to that effect.
17. **HOUSE RULES/USER** shall mean the rules and regulations regarding the user/ holding of the said Unit as hereinafter stated.
18. **MAINTENANCE AGENCY** shall mean initially the Seller/Owner or any entity/ agency appointed by the Seller/Owner for the maintenance and shall ultimately mean the Association formed in terms of this Deed;
19. **PLAN** shall mean the Building plan sanctioned by the authorities concerned and shall include such modification or variation as may be made by the Seller from time to time which may be sanctioned by the Authorities concerned.
20. **PREMISES** shall mean ALL THAT the Municipal Premises No. 157, Vinoba Bhave Road, within ward No.119 of The Kolkata Municipal Corporation and its Postal No. 157, Vinoba Bhave Road, Police Station Behala, Kolkata – 700038 and its Assessee No. 41-119-11-0159-9 in the District of South 24 Parganas (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written)
21. **PURCHASER** shall mean the said \_\_\_\_\_

and their heirs, legal representatives, executors, administrators and assigns.

22. **PROPORTIONATE OR PROPORTIONATELY** shall mean the built up area of any Unit to bear to the built up area of all the units/Units in the said building provided that where it refers to the share of the Purchaser or any co-owners in the rates and/or taxes amongst the common expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit)
23. **SELLER** shall mean the party hereto of the First Party and shall include the present members of the said Society and/or those who may be admitted and/or taken in as member and/or members and/or those who are holding position in the Prantik Co-Operative Housing Society Limited and their respective heirs, legal representatives, executors, administrators and assigns.

24. **SINKING FUND/RESERVE FUND** shall mean the fund to be paid and/or contributed by each of the Unit owners including the Purchaser herein towards maintenance fund which shall be held by the Seller and after the said new building is completed and possession is made over and upon formation of the Association the said amount shall be transferred by the Seller to such Association.
25. **SERVICE/MAINTENANCE CHARGES** shall mean the service/ maintenance charges for the common areas installations facilities and/or amenities as may be incurred by the Seller and/or the Association incorporated for the said purposes including providing service, making such provision or incurring expenses in respect of future provision of service as the Seller and/or the Association in their absolute discretion may deem proper. The proportionate amount agreed to be paid by the Purchaser on account of the service and maintenance charges shall be determined by the Seller and/or the Association in their absolute discretion.
26. **SERVICE INSTALLATIONS** shall mean sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, tanks, and soakways and any other apparatus for the supply of water electricity or telephone or for the disposal of foul or surface water.
27. **THE SAID UNIT AND THE PROPERTIES APPURTENANT THERETO** shall mean **FIRSTLY ALL THAT** the Unit No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ sq. ft. and balcony appurtenant to it measuring \_\_\_\_\_ sq. ft. on the \_\_\_\_\_ floor \_\_\_\_\_ Side of the new building now in course of construction at the said Premises (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the said **PREMISES**) containing by admeasurement chargeable area of \_\_\_\_\_ sq. ft. (SBU) be the same a little more or less (hereinafter referred to as the said **UNIT**) **AND SECONDLY ALL THAT** the right to park 1 (One) Covered car parking space in the ground floor of the said new building (**CAR PARKING SPACE**) **AND THIRDLY ALL THAT** the undivided proportionate share in all common parts portions areas facilities and amenities to comprise in the said building to be constructed at the said premises **AND FOURTHLY ALL THAT** the undivided proportionate impartible indivisible share in the land forming part of the said Freehold Premises comprised in the said Premises attributable thereto (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written)
28. **“Exclusive Balcony/Verandah/Open Terrace Area”** or **“EBVT Area”** shall mean the floor area of the balcony or verandah or open terrace as the case may be, which is appurtenant to the net usable floor area of Unit, meant for the exclusive use of the Allottee.
29. **“Extras & Deposits”** shall mean the costs and deposits specified in Clause 1.2 herein to be paid by the Allottee to the Seller/Owner in the manner hereinafter provided;
30. **“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;

31. "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017, as amended and/ or substituted;
32. "Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017, as amended and/or substituted;
33. "Section" means a section of the Act;

## 2. CONVEYANCE AND TRANSFER

2.1. In consideration of the payment mentioned in Schedule F, the Owner/Seller from its own allotment or the allotment of the member allotted being Mr/ Mrs \_\_\_\_\_ s/o \_\_\_\_\_ r/o \_\_\_\_\_ by faith Hindu by profession \_\_\_\_\_:

(A) hereby sells conveys and/or transfers, absolutely and forever, to the Purchaser the Said Unit no. [\_\_\_\_] having carpet area of [\_\_\_\_] square feet and Exclusive Balcony/Verandah/Open Terrace Area having area of [\_\_\_\_] square feet aggregating to Net Area of [\_\_\_\_] square feet, type [\_\_\_\_], on [\_\_\_\_] floor in the Building ("Unit") along with [\_\_\_\_] number of covered car parking space bearing nos. [\_\_\_\_] in the [\_\_\_\_] (said Apartment) Together with the undivided proportionate share in all common parts portions areas facilities and amenities to comprised in the said building to be constructed at the said premises And Together with the undivided proportionate impartible indivisible share in the land forming part of the said Premises attributable thereto;

(B) for itself and for and on behalf of the Owners, hereby grants a perpetual and nonexclusive:

- (i) right to use and enjoy the Common Areas in common with all the other Unit Owners (it is clarified that the Common Areas shall be sold and transferred to the Association of Unit Owners by the Owner/Seller); and

free from all encumbrances, trusts, liens, lis pendens and attachments whatsoever 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 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.

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. 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.
- 2.4. In respect of the other spaces, properties and other rights which are not intended to be transferred to the Purchaser as aforesaid, the 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 them in its absolute discretion, 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.
- 2.5. 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 Owner/Seller.
- 2.6. 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 Owner/Seller.
- 2.7. 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.

### **3. COVENANTS OF THE Owner/Seller**

- 3.1. The Owner/Seller hereby covenants with the Purchaser that it:
  - (a) has 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 Owner/Seller hereby covenants with the Purchaser that the Owner/Seller is lawfully entitled to develop the Project and to transfer its rights in respect of the said Apartment.

- 3.3. **The Owner/Seller hereby further covenants with the Purchaser that the Owner/Seller has received payments as mentioned in Schedule-E and acknowledges the receipt thereof in the Memo of Consideration hereunder.**
- 3.4. **The Owner/Seller 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 \_ and Schedule \_, peaceably own, hold and enjoy the said Apartment.**

#### **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 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, ownership and/or maintenance of the said Apartment and/or relating to this Deed of Conveyance without raising any objection thereto, within 15(fifteen) days of demand being made and the Owner/Seller 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 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 question the quantum or apportionment of the Common Expenses mentioned in Part IV of Schedule-\_ (Common Expenses) or the basis thereof;**
- (f) **not object to the user of the Common Areas (mentioned in Schedule-G) by the other Unit Owners;**

- (g) **comply with and honour the mutual easements, common rules and restrictions mentioned in Schedule-I;**
- (h) **get the said Apartment mutated in his name and/or separately assessed by the Corporation/Municipality; and**
- (i) **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.**
- (j) **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/Seller 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 Property, 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 Unit 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 Owner/Seller to the Purchaser, which the Purchaser admits, acknowledges and accepts.**

**6. 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 Owner/Seller as per the Agreement relating to such development is brought to the notice of the Owner/Seller within a period of 5 (five) years by the Purchaser from the date of handing over possession, it shall be the duty of the Owner/**

**Seller to rectify such defects without further charge, within 30 (thirty) days, and in the event of Owner/Seller's failure to rectify such defects within such, time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided that the Owner/Seller shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Purchaser (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 Seller/Owner.**

**Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Purchaser, without first notifying the Owner/Seller and without giving the Owner/Seller 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 Owner/Seller shall be relieved of its obligations contained hereinabove in this clause.**

#### **SCHEDULE A**

**(Description of Said Premises)**

**ALL THAT piece and parcel of land measuring about 78 Cottahs 4 Chittaks 16 Sq. Ft be the same a little more or less together with Building standing thereon lying and situated in R.S. Dag Nos. 138, 139, 140, 141, 142, 143, 145, 146, 147, 148 and 149 under Khatian Nos. 1594, 1596, 1957, 1598, 1969, 1593, 1595, 1600, 1599, 445, 1970, 1601, 379, 441, 439, 443, 440, 444, 442 within Khatian No. 439, 1970, 1971 and 1968 in Mouza Sahapur, J. L. No.8, Touzi No. 93 and 101, Police Station Behala, District Sub-Registry Office at Alipore and A.D.S.R Office at Behala and its Municipal Premises No. 157, Vinoba Bhave Road, within ward No.119 of The Kolkata Municipal Corporation and its Postal No. 157, Vinoba Bhave Road, Police Station Behala, Kolkata – 700038 and its Assessee No. 41-119-11-0159-9 in the District of South 24 Parganas and the said property is butted and bounded in the manner following: -**

**ON THE NORTH : Several Residential Buildings followed buy  
Sahapur Road**

**ON THE SOUTH : Land of Eastern Railway**

**ON THE EAST : Eastern Railway Quarter**

**ON THE WEST : 25' ft . Wide Vinoba Bhave Road**

## SCHEDULE B

(The Description of the Said Flat and the Properties Appurtenant Thereto)

**ALL THAT the Unit No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ sq. ft. on the \_\_\_\_\_ floor , \_\_\_\_\_ Side of the new building now in course of construction at the said Premises containing by admeasurement the chargeable area of \_\_\_\_\_ sq.ft.(SBU) area be the same a little more or less (hereinafter referred to as the said UNIT marked as shown and bordered Red thereon in the floor plan attached hereto as "Annexure A") Together with the right for the Purchaser to park 1 (One) Covered/basement/open car parking space in the ground floor/basement of the said new building(CAR PARKING SPACE) Together with the undivided proportionate share in all common parts portions areas facilities and amenities to comprised in the said building to be constructed at the said premises And Together with the undivided proportionate impartible indivisible share in the land forming part of the said Premises attributable thereto;**

## SCHEDULE C

[Plan of Said Apartment]

[Attached as separate sheet]

## SCHEDULE D

[Specifications of the Apartment]

### (SPECIFICATIONS)

#### **Living Room / Dining Area**

Flooring: Imported Marble

Wall: Wall Putty (Ready to Paint)

Ceiling: Wall Putty (Ready to Paint)

Main door: Sal wood frames with wooden door

Balcony: Aluminium sliding door with Full Glazing

Windows/ Glazing: Aluminium/ UPVC

Electrical: Modular switches (Legrand/ Havells or equivalent make)

#### **Bedrooms**

Flooring: Vitrified Tiles/wooden flooring

Wall: Wall Putty (Ready to Paint)

Ceiling: Wall Putty (Ready to Paint)

Door Frame: Sal wood frames

External: Flush Doors

Windows/ Glazing: Aluminium/ UPVC

Others: Master Bed room with Shower Cubical

Electrical: Modular switches (Legrand/ Havells or equivalent make)

#### **Kitchen**

Flooring: Vitrified Tiles

Wall: Wall Putty (Ready to Paint)

Ceiling: Wall Putty (Ready to Paint)  
Door: Flush Door  
Plumbing: Hot & cold line provisions  
Windows/ Glazing: Aluminium/ UPVC  
Counter: Granite counter top with sink  
Electrical: Modular switches (Legrand/ Havells or equivalent make)

### **Toilets**

Flooring: Anti Skid Ceramic Tiles  
Wall: Ceramic Tiles up to False Ceiling Height  
Ceiling: Wall Putty (Ready to Paint)  
Door Frame: Sal wood frame  
External: Flush Door  
Windows/ Glazing: Aluminium/ UPVC  
Sanitary ware: Sanitary ware Kohler/Jaguar (White colour) or equivalent Brand  
CP Fittings: Kohler/Jaguar CP Fittings or equivalent brand  
Others: Basin with granite counter top in masters toilet & exhaust fan in all toilets

### **Utility**

Flooring: Anti skid tiles  
Wall: Wall Putty (Ready to Paint)  
Ceiling: Wall Putty (Ready to Paint)

### **Balcony**

Flooring: Anti skid tiles  
Wall: Painted with the elevation theme  
Ceiling: Paint with lights installed  
Door-Internal: UPVC/ Powder coated aluminium doors  
Windows/ Glazing: Aluminium/ UPVC

### **Servant Room & Toilet**

Flooring: Ceramic tiles in Rooms + Toilets  
Wall: Room - Wall Putty (Ready to Paint)  
Ceiling: Wall Putty (Ready to Paint)  
Door: Sal wood frames with Flush Doors  
Windows/ Glazing: Aluminium/ UPVC  
Bathroom: With sanitary wares and fixtures Hindware/Parryware CP Fittings or equivalent

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

Apartment No. _____ Type ___ BHK Floor _____	Rate of Apartment per area : square foot of carpet 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. _____/-
<b>Consideration for the Apartment</b>	Rs. _____/-

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

EXTRAS AND DEPOSITS :-	
<b>Advance Maintenance Charges-</b> This amount is payable against 12 months advance maintenance charges for the said Apartment	Rs. _____/-



<p><b>Transformer Charges &amp; Electricity Charges-</b> 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.</p> <p>Provided the Allottee shall pay the Deposit to CESC Ltd. directly on account of Individual Meter.</p>	Rs. _____/-
<b>Legal and Documentation Charges</b>	Rs. _____/-
<b>Association Formation Charges</b>	Rs. _____/-
<b>Diesel Generator Power Backup-</b> Generator charges for limited back up	Rs. _____/-
VRV Air Conditioning Charges	Rs. _____/-
Club Maintenance Deposit	Rs. _____/-
Cooperative membership application charges	Rs. _____/-
<b>Property tax-</b> This amount is payable against proportionate share of Property Tax for the said Apartment for twelve months.	Rs. _____/-
<b>Total Extras and Deposits (in Rupees)</b>	<b>Rs. _____/-</b>

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

**SCHEDULE – F**  
**(Common Areas)**

**Common area shall mean the rights for both the purchaser of phase I and II (subject to terms and conditions of the sale agreement and/or conveyance deed with the individual unit owners) same for the common expenses.**

- The Land and all other areas of the properties and all apparatus, systems, equipment and installations how or hereafter existing in the building or on the property nor part of any Flat, for the common use of all Flats or by all Flats owners necessary or convenient for the existence, maintenance or use of the property as a whole**

2. **All foundations, columns, girders, beams and supports, including load bearing walls but excluding those which are specifically designated elsewhere**
3. **All structural floor assemblies including the underside of such assembly ceiling**
4. **All exterior walls of the building including the exterior façade of the building and the structural walls**
5. **All windows, window frames, casements and mullions**
6. **All central and appurtenant installations for services such as electricity, telephone, television, sewer, waste, hot and cold water (including all pipes, ducts , wires, chutes, cables and conduits located in Common Elements or in Flats) and all other mechanical equipment spaces (except those which are contained in any Flats which serve or benefit all owners or other general common elements**
7. **Staircase on all the floors lobbies corridors.**
8. **Staircase landings and lift landings on all floors.**
9. **Lift well.**
10. **Lift plant/car installation.**
11. **Lift room.**
12. **Ultimate Demarcated Roof excluding private terraces.**
13. **Common passage and lobby on the ground floor and basement excepting car parking areas and other open and covered spaces.**
14. **Overhead water tank (domestic + fire fighting) underground water reservoir water pipes and other common plumbing installation.**
15. **Electrical wiring meters and fittings in the common areas.**
16. **Drainage and sewerage.**
17. **Fire Fighting system installation and allied equipment.**
18. **Passage pathways driveways and entrance.**
19. **Roof top garden, play area, sitting area, yoga deck, jogging track and coffee deck finished in all respects.**
20. **Air conditioned Community Hall with Kitchen**
21. **Swimming Pool on the roof with changing rooms**
22. **Ground floor Children Play area**
23. **Ground Floor Central Sitting and Play Area**

24. **Air conditioned Gym**
25. **Landscaped Garden alone with Play area in the ground floor**
26. **Rain water harvesting system and other equipments as per the Green Building Sanction**
27. **Solar lighting in the internal road**
28. **Emergency common power back up (DG set)**
29. **Centralized cable TV antenna**
30. **High Security CCTV**
31. **All other facilities of the building including but not limited to shafts, pipes, wires, ducts, vents, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of all Flats or all Flat owners**

**SCHEDULE – G**  
**(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) 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 of the Cooperative Housing Society as per the rules 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 of the Cooperative Housing Society 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. Whether association or Cooperative Society**
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 without giving any prior notice or intimation whatsoever. 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-H**

##### **(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 Purchasers 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 Purchasers and occupiers of the other spaces and portion of the Building(s)**

#### **SCHEDULE-I**

#### **(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;**

- a) **permit the Seller/Owner, 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;**
- b) **Permit the Seller/Owner to put up neon signs /sign board/communication equipments including Poles/towers not hazardous to health) of the on the face facade/roof/open terrace 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 Seller/Owner to put up such neon sign, and agrees not to raise any objection or claim whatsoever. The Seller/Owner 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/communication equipments including Poles/towers not hazardous to health).**
- 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 Owners 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 airconditioners 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 or from the date of taking over possession**

of the flat (whichever is earlier), 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;

(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 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 or from the date of taking over possession of the flat (whichever is earlier), 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;

(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 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 Owners 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 Purchaser 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 Purchaser 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 Purchaser;**
- s) not to sell, 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 sold to any other Unit Owner 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 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 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;**
- 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 Owners;**
- 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 Owners/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 Purchaser. The Purchaser hereby indemnifies the Promoter fully regarding all payments as mentioned in Schedule F.
4. The Building constructed at the Premises has been named as “ NAV PRANTIK” . 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.
5. 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.
6. The Purchaser 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 or transferred in divided or demarcated parts by the Purchaser. In case of sale 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 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 Unit 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 Unit 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.

7. The Purchaser shall not claim any partition of the land comprised in the Premises.
8. The Purchaser 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 Owner and/or the Promoter.
9. 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 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 Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or nonobservance by the Purchaser of any of the terms, conditions, covenants contained in this Schedule or elsewhere in this Deed.
10. 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 Unit 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 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 and there shall be restriction on sale, transfer, lease or tenancy of the said Flat 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 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 Flat 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 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 Flat Units in the Building, the Promoter, 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 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 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 Promoter and the Purchaser 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 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 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 Memorandum for Sale of flats 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 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 Owners.
9. All the Unit Owners 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 Flat Units 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 Memoranda for Sale and/or the Deeds of Conveyance executed by the Promoter in favour of the Unit Owners.
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 firefighting 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, 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 Purchaser 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 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 or the Maintenance Agency, as the case may be, will be entitled to get the said Flat Unit 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 Flat 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 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 Flat Unit booked prior to obtaining of completion certificate would accrue with effect from the date of Completion Certificate and for the flats 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  
Owners at ... in the presence of :**

**SIGNED AND DELIVERED by the  
Promoter 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 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**

<b>SL. NO.</b>	<b>By or out of Cash/ Cheque Number</b>	<b>Date</b>	<b>Bank, Branch</b>	<b>Cheque Amount (including tax)</b>	<b>GST Deductions</b>	<b>Consideration Amount (Excluding GST)</b>
1.						
2.						
3.						
4.						
5.						
6.						
					TDS Deductions	
					Total	

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

**WITNESSES:**