

DEED OF CONVEYANCE

This **DEED OF CONVEYANCE**("Deed") is made on this [] day of [] 2021 at []

BY AND AMONG:

SUBIR UDYOG LIMITED [Income Tax PAN **AAECS4911M** and CIN **U65001WB1984PLCO37578**], a company existing under the provisions of the Companies Act, 2013, having its registered office at 36C/1, Chowringhee Road, Police Station: Shakespeare Sarani, Post Office: Middleton Row, Kolkata - 700071 represented by its Director Mr. _____ (Income-tax PAN _____ and DIN _____) son of _____ residing at _____, Kolkata-7000____, Police Station - _____, Post Office- _____ (hereinafter referred to as the **OWNER/PROMOTER**, which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and /or assigns) of the **FIRST PART**;

AND

P S GROUP REALTY PRIVATE LIMITED (formerly PS Group Realty Limited) (PAN No. **AABCP5390E** and CIN No. **U65922WB1988PTC044915**), a company within the meaning of The Companies Act 1956 having its registered office situated at 1002 EM Bypass, Police Station Pragati Maidan, Post Office Dhapa, Kolkata 700105 and represented by its Director _____ (**DIN No. :** _____ and PAN No. _____) son of _____ residing at _____, Kolkata _____, Police Station _____, Post Office _____ (hereinafter referred to as the "**Confirming Party**", which expression shall unless repugnant to the context or meaning thereof mean and include its successor or successors-in-interest and assigns) of the **SECOND PART**;

AND

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 **THIRD PART**.

[OR]

[], a company incorporated under the Companies Act, 1956 and having its registered office at [] P.O [], P.S [], having PAN: [], represented by its authorized representative Mr [], son of [], residing at [], P.O [], P.S [], having Aadhar No. [], authorized vide board resolution dated [], (hereinafter referred to as the "**Purchaser**", which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-interest and permitted assigns) of the **THIRD PART**.

[OR]

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

[OR]

[] [PAN: []], a trust/society established under the Indian Trusts Act, 1882/Societies Registration Act, 1860 and having its office at [] P.S [] P.O [] and represented by its [] Mr [] [PAN: []], [AAADHAR No: []], son of [] and residing at [] P.S [] P.O [], (hereinafter referred to as the "**Purchaser**", which expression shall unless repugnant to the context or meaning thereof mean and include all the trustees of the trust for the time being/all the members of the Governing Body of the society for the time being and their successors-in-office and permitted assigns) of the **THIRD PART**.

[OR]

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

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

WHEREAS:

- A. The Owner herein is the full and absolute owner of ALL THAT the piece and parcel of land containing upon survey and actual measurement an area of 24 Cottahs 12 Chittacks 15 square feet (but documents of title said to contain an area of 25 Cottahs more or less) situate and lying at and being premises No. 36C/1 Chowringhee Road, Police Station: Shakespeare Sarani, Post Office: Middleton Row, within Ward No. 63 of the Kolkata Municipal Corporation (hereinafter referred to as "the said **LAND**"), more specifically described in **Schedule A** hereunder written and delineated in the plan annexed hereto as Annexure "A". By virtue of the following devolution of title, the Owner is entitled to the said Land:
- (i) By an Indenture of Conveyance dated 30th September 1988 made between (i) (Musst.) Saidunnessa Haque, (ii) Md. Rezual Haque, (iii) Md. Sultanul Haque, (iv) Lutfannessa Haque, (v) Jaharatunnessa Haque, (vi) Motiunnessa Haque, (vii) Sarifunnessa Haque, (viii) Zebunnessa Haque, (ix) Meherunnessa Haque and (x) Badrunnessa Haque as vendors therein and the First Party hereto Subir Udyog Limited as purchaser therein and registered with the Registrar of Assurances, Calcutta in Book I, Volume No. 282, Pages 280 to 310, Being No. 10909 for the year 1988, said (Musst.) Saidunnessa Haque and nine others for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the Owner hereto **ALL THAT** the brick built one storeyed messuages tenements hereditaments sheds and premises together with the piece and parcel of land thereunto belonging

and appertaining thereto containing an area of 25 Cottahs more or less situate and lying at and being divided and demarcated south-western part of premises Nos. 36A, 36B, 36C and 36D Chowringhee Road, Kolkata-700071 facing Chowringhee Road absolutely and forever.

- (ii) The said divided and demarcated south-western portion of premises Nos. 36A, 36B, 36C and 36D Chowringhee Road, Kolkata measuring 25 Cottahs more or less was separately reassessed and renumbered by Kolkata Municipal Corporation as premises Nos. 36C/1 and 36D/1 Chowringhee Road, Kolkata vide Assessee Nos. 11-063-10-0360-6 and 11-063-10-0361-8 respectively and the name of the Owner Subir Udyog Limited was duly mutated in the records of the Kolkata Municipal Corporation as owner thereof.
 - (iii) The Owner caused to be amalgamated premises No. 36C/1 Chowringhee Road and premises No. 36D/1 Chowringhee Road in the records of the Kolkata Municipal Corporation and the amalgamated premises measuring 25 Cottahs more or less continued to be numbered as premises No. 36C/1, Chowringhee Road, Kolkata and accordingly the name of the Owner continued to be mutated in the records of Kolkata Municipal Corporation as owner of such amalgamated premises vide Assessee No. 11-063-10-0360-6.
 - (iv) Upon survey and actual measurement, the said amalgamated premises No. 36C/1 Chowringhee Road was found to contain an area of 24 Cottahs 12 Chittacks 15 Square feet more or less.
- B. The Owner/ and the confirming party have entered into a Project Management Agreement dated **19th February 2021** of ("**Project Management Agreement**") whereby the Owner appointed the Confirming Party as the project manager for construction, marketing and commercial exploitation of a mercantile building at the said Premises on the terms, conditions and consideration recorded in the Project Management Agreement.
- C. Prior to entering into the Project Management Agreement, the Owner/Promoter, has caused a map or plan being No. 2019070122 dated 24.12.2019 (hereinafter referred to as "the said **Plan**") sanctioned by the Kolkata Municipal Corporation whereby the Promoter

has become entitled to undertake development of a commercial Project comprising of a building having ground plus sixteen upper floors (G+16) and car parking spaces and various car parking spaces in the open spaces at the ground level and in the puzzle mechanical car parking spaces in the Building the said Project has been named as "____" ("Project").

- D. The Purchaser, being desirous of purchasing an Office Unit in the Project, applied to the Owner/Promoter and has been allotted by the Owner/Promoter an Office Unit being no. [] having carpet area of [] square feet on [] floor in the Building ("Unit") along with [] number of open car parking space at the ground level of the said Land/____ number of open/covered car parking spaces in the puzzle mechanical car parking spaces in the Project ("Garage") and right to use pro rata share in the Common Areas (*defined hereinafter*) more particularly described in **Schedule B** and the said Office Unit shown in the plan annexed hereto as Annexure 'B' duly bordered thereon in "Red". (The Office Unit and the Garage, if applicable, hereinafter collectively referred to as "the Office Unit").
- E. 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 [] between the Owner/ Promoter , confirming Party and the Purchaser whereby the Owner/ Promoter agreed to sell and the Purchaser agreed to purchase the said Office Unit in the building under construction at the said Land by the Confirming Party as per the specifications specified therein and for the consideration therein mentioned and on the terms and conditions contained therein.
- F. The Purchaser from time to time has paid the agreed consideration of Rs. _____ (Rupees _____) only for sale to the Office Unit to the Owner/Promoter in full.
- G. The Owner/Promoter has completed construction of the Project including the said Office Unit whereupon the Kolkata Municipal Corporation has issued Occupancy Certificate dated [], and whereupon the Promoter has delivered possession of the said Office Unit to the Purchaser and has intimated the Purchaser about its intention of executing the deed of conveyance conveying the said Office Unit.

- H. The Purchaser has now approached the Promoter/Owner for execution of the deed of conveyance and the Promoter/Owner and the confirming party have agreed to execute and are executing this Deed of Conveyance in respect of the said Office Unit:

NOW, THEREFORE, IT IS WITNESSETH THAT:

1. DEFINITIONS

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

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

"Association" shall mean an association, society or like body as be created by the Unit Owners and/or the Owner/Promoter herein as per the applicable laws;

"Common Areas" shall mean the areas, amenities and facilities within the Project specified in **Schedule 'D'** hereto for the common use and enjoyment of all the Units Owners;

"Common Expenses" shall mean and include all expenses for the management, maintenance and upkeep of the Project including those mentioned in **Schedule 'E'** hereto and the same shall be borne paid and contributed proportionately by all the Unit Owners including the Purchaser monthly as Maintenance Charges;

"Common Purposes" shall mean and include the purpose of managing and maintaining the Project, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Office Unit Owners and relating to their mutual rights and

obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common;

"Maintenance Agency" shall mean initially the Promoter or any entity/agency appointed by the Promoter for the maintenance and shall ultimately mean the Association formed in terms of this Deed;

"Unit Owners" according to the context, shall mean all purchasers of the Office Units/Showrooms in the Project who have purchased or have agreed to purchase and have taken possession of their respective Office Units including the Owner/Promoter for those units not agreed to be sold and possession whereof not delivered by the Promoter.

"Pro-rata/proportionate share" shall mean the proportion in which the carpet area of the said Office Unit may bear to the carpet area of all the Office Units and the Showrooms in the Building.

2. CONVEYANCE AND TRANSFER

- 2.1 In pursuance of the said agreement dated _____ and in consideration of the sum of Rs. _____ (Rupees _____) only by the Purchaser to the Owner/Promoter paid at or before the execution hereof (the receipt whereof the Owner/Promoter do hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof the Owner/ Promoter do hereby acquit release and forever discharge the Purchaser and the Office Unit being hereby conveyed), the Owner/Promoter hereby grant sell convey transfer assign and assure to the Purchaser **All That** the said Office Unit No. [] having carpet area of [] square feet on [] floor in the Building at the said Land being premises No.36C/1 Chowringhee Road, Kolkata-700071 along with [] number of open car parking space at the ground level of the said Land/_____ number of open/covered car parking space in the puzzle mechanical car parking spaces at the said Premises **Together With** undivided proportionate share in the Common Areas which includes proportionate undivided share in the land contained in the said Premises attributable to the said Office Unit (all morefully described in the Schedule B and hereinafter referred to as "the said **Office Unit**") **Together With** right to use the Common Areas in common with the Unit Owners free

from encumbrances and liabilities **To Have And To Hold** the same unto and to the use of the Purchaser absolutely and forever **Subject** to observance and performance by the Purchaser of all the terms and conditions of the management, administration and maintenance of the Common Areas and **Subject Furthe** rto the Purchaser paying and discharging all existing and future rates, taxes, impositions, maintenance charges and other outgoings wholly with respect to the said Office Unit and proportionately with respect to the Common Areas from the date of its possession and/or the deemed date of possession of the Office Unit, as the case may be.

- 2.2 AND it is hereby expressly agreed and made clear that the consideration for the said Office Unit paid by the Purchaser to the Owner/Promoter includes the cost of construction of pro rata share in the common Areas as defined under the West Bengal Housing Industry Regulation Act, 2017. However, upon formation of the Association and if the provisions of section 17 or any other provision of the said Act of 2017 or any other law so specifically demands then in such event the Common Areas shall be handed over by the Owner/Promoter to the Association and/or shall be conveyed by the Owner/Promoter to the Association and all costs and charges including stamp duty and registration fee payable on such conveyance shall be borne and paid by all the Unit Owners including the Purchaser hereto proportionately or the Association.
- 2.3 In respect of the other spaces, properties and other rights which are not intended to be transferred to the Purchaser as aforesaid, the Owner/Promoter shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by 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.
- 2.4 The Purchaser shall use and enjoy the said Office Unit in the manner not inconsistent with his rights and the provisions hereunder contained and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Unit Owner and/or the Promoter and/or the Owner.

2.5 The sale of the said Office Unit is together with the easements quasi easements provisions and stipulations contained in **Part-1 of Schedule-F** hereto and simultaneously excepting and reserving unto the Owner/Promoter and other persons deriving title to the other Office Units in the Project from them the easements quasi-easements provisions and stipulations contained in **Part-2 of Schedule-F** hereto.

3. **COVENANTS OF THE OWNER/PROMOTER :**

3.1 The Owner/Promoter hereby covenant with the Purchaser:

- (a) that they are lawfully entitled to sell convey and transfer the said Office Unit to the Purchaser in the manner aforesaid;
- (b) that they shall, at the costs and reasonable requests of the Purchaser, execute all necessary documents as may be required for further better and more perfectly assuring the said Office Unit unto and in favour of the Purchaser.
- (c) that the Purchaser shall, subject to the Purchaser observing, performing and complying with the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in **Schedule G**, peaceably own, hold and enjoy the said Office Unit.

4. **COVENANTS OF THE PURCHASER**

4.1 The Purchaser agrees, undertakes and covenants:

- (a) to perform, observe and comply with all the terms, conditions, restrictions, obligations and covenants mentioned in the Agreement to Sale (as if they were incorporated in this Deed) and these presents and not to commit breach of any of the terms, covenants and conditions stated in the Agreement for Sale or herein and in the event of any conflict of such terms between the Agreement for Sale and this deed, the terms of this deed shall prevail;

- (b) to pay wholly in respect of the said Office Unit 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 (including enhancements thereto and/or new imposition) that become payable at any time relating to the construction, transfer, ownership and/or maintenance of the said Office Unit without raising any objection thereto, within 15(fifteen) days of a demand being made by the Promoter or the Association and the Promoter and the Association shall not be liable for the same under any circumstance;
- (c) to regularly and punctually pay and contribute all costs and expenses for the utilities and facilities provided and/or obtained in the said Office Unit and ensure that the other Unit Owners are not adversely affected by any acts or defaults of the Purchaser;
- (d) not for any reason, directly or indirectly, to 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 office unit in the Project by the Owner/Promoter;
- (e) not to question the quantum or apportionment of the Common Expenses mentioned in **Schedule-E (Common Expenses)** or the basis thereof;
- (f) not to object to the user of the Common Areas (mentioned in **Schedule-D**) by the other Unit Owners;
- (g) to comply with and honour the common rules and restrictions mentioned in **Schedule-G**;
- (h) to get the said Office Unit mutated in his name and/or separately assessed by the Corporation/Municipality within 6 months from the date hereof;
- (i) to pay all amounts and deposits that are payable by the Purchaser hereunder deed 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 and liability to make payment of all rates, taxes and all other outgoings whether local state or central in respect of his/her/it Office Unit from the date or deemed date of delivery of possession of the said Office Unit to the Purchaser and shall be liable to make payment as and when the same becomes due and payable without raising any objection whatsoever or howsoever and agrees to indemnify and keep the Owner/Promoter and the Association saved harmless and fully indemnified of and from against all losses damages costs claims actions and proceeding including litigation cost suffered by the Promoter for non payment or delay in payment of the same.

5. POSSESSION:

- (i) At or before the execution of this Deed, the Purchaser confirms that he has independently got himself fully satisfied about the respective rights, title and interests of the Owner/Promoter in the Office Unit and the sanction of plan and the structural stability, workmanship and quality of construction of the building at the said premises and the Office Unit constructed as per the specifications mentioned in Schedule 'C', the carpet area of the said Office Unit as mentioned herein and also about the provisions made for the safety and security of the occupants of the Building and the completion of the Buildings and the Common Areas and has agreed not to raise any objection whatsoever.

- (ii) The Purchaser hereby reiterates that it has received khas, vacant, peaceful, satisfactory and acceptable possession of the said Office Unit from the Promoter.

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 Promoter as per the Agreement relating

to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Purchaser from the date of handing over possession, it shall be the duty of the Confirming Party to rectify such defects without further charge, within 30 (thirty) days, and in the event of Confirming party'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 Confirming party 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) and/or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter and/or by/due to the delay on the part of the Allottee in taking timely hand over of the Said Apartment in the manner stipulated in and subject to the terms of this Agreement.

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

SCHEDULE A

[Description of Said Land]

ALL THAT the piece and parcel of land containing upon survey and actual measurement an area of 24 Cottahs 12 Chittacks 15 Square feet more or less (but documents of title said to contain an area of 25 Cottahs more or less) situate and lying at and being premises No. 36C/1, Chowringhee Road, Kolkata-700071, Police Station – Shakespeare Sarani, within Ward No. 63 of the Kolkata Municipal Corporation and shown in the plan annexed hereto as **Annexure 'A'** duly bordered thereon in "**Red**" and butted and bounded as follows :

On the NORTH - Partly by Premises No. 36C, Chowringhee Road and partly by Premises No. 36D Chowringhee Road

- On the SOUTH - Partly by Premises No. 37, Chowringhee Road and partly by Premises No. 4 Anandilal Poddar Sarani
- On the EAST - Partly by Premises No. 36D, Chowringhee Road
- On the WEST - By Municipal Road known as Chowringhee Road

SCHEDULE B
(Said Office Unit)

ALL THAT the Office Unit No. [] having carpet area of [] square feet, on [] floor in the Building at the said premises No. 36C/1 Chowringhee Road, Kolkata-700071 along with [] number of open car parking space at the ground level of the said Land/ [] number of open/covered car parking spaces in the puzzle mechanical car parking spaces in the Project each measuring 135 Square feet more or less **TOGETHER WITH** pro-rata share in the common areas as permissible under law. Location of the said Office Unit is shown in the plan annexed hereto as Annexure 'B' duly bordered thereon in "Red" and of the open car parking space in the plan annexed hereto as Annexure 'A' duly bordered thereon in "Blue".

SCHEDULE C

[Specifications of the Apartment]

FOUNDATION: RCC Pile Foundation.

STRUCTURE: Earthquake resistant Reinforced Concrete Cement (RCC) framed structure with seismic compliance as per IS Code.

ELEVATORS: Two Automatic Lifts.

SERVICE ELEVATOR: One Automatic Lift.

FLOORING:

- ☑ Ground Floor Lobby - Imported Marble
- ☑ Units - Vitrified Tiles.
- ☑ Toilets - Antiskid Vitrified Tiles.
- ☑ Roof - Antiskid Vitrified Tiles.
- ☑ Stair Case- Granite/Kota Stone

DOORS & WINDOWS :-

- **UNIT MAIN DOOR** :Electronic Rolling Shutter.
- **WINDOWS**: Windows matching with the elevation.

WALL FINISH AND INTERIORS :-

- ☐ Gypsum Plaster finish on all interior walls.
- ☐ Common areas will be painted with Acrylic Emulsion Paint.
- ☐ All floor lobbies to be finished with decorative ceiling and imported Italian Marble Flooring and Granite paneled lift façade.
- ☐ Anti-termite, treatment on land and building plinth.

ELECTRICAL:

- ☐ concealed copper wiring till main DB with premium quality MCB's.

PANTRY (IF ANY):

- ☐ Water line.
- ☐ Exhaust fans.

BATHROOM :-

- ☐ Vitrified tiles upto False Ceiling Height.
- ☐ Fittings in all the bathrooms.
- ☐ Light coloured or equivalent sanitary ware.
- ☐ Exhaust fans in bathrooms.
- ☐ Water proofing.

GENERAL FACILITIES:-

- ☐ Intercom facility in each unit with closed circuit T.V. for communication between main lobby, gate and units.
- ☐ DTH/Cable connection in all units.
- ☐ Modern Fire fighting equipments as per recommendations of WBF&ES.
- ☐ 100% Power Back-up for common areas and facilities.
- ☐ Main lobby at the ground floor to be air-conditioned
- ☐ Waterproofing on roof with tiles installed.

- ☐ Deep Tube-well and corporation supply with adequate UG reservoir for drinking and fire fighting water along with iron removal and water softener plant.
- ☐ Driveway – Greenery, flowerpots/creepers. Floors with beautiful paver tiles.
- ☐ Decorative Boundary wall as per specification of the Architect

SCHEDULE – D

(Common Areas)

1. Lifts, Lift room, lift installations
2. Boundary walls
3. Main Gates, Entrances and Exits
4. Paths and Passenger Corridors
5. Driveways
6. Staircases, stairways, landing and lobbies
7. Overhead reservoirs
8. Common Toilets and fittings and fixtures
9. Wiring, electric meters for lighting of common areas etc.
10. Windows, doors, grills and other fittings of the common area
11. Foundation
12. Transformer, Transformer Room and its installation and fittings and fixtures for lighting the staircase lobby and other common areas
13. Generator, Generator Room and its installations
14. Pump, Pump Room and its installation
15. Drains
16. Sewers
17. Underground water reservoir
18. The said Land described in Schedule-A
19. Ultimate Roof
20. Such other common parts and portions as may be determined by the Promoter upon completion of the said new building in accordance with applicable laws

SCHEDULE – E

(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 grounds of the property generally in a neat and tidy condition and tending and renewing all 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 driveway and path in good repair and clean and tidy and edged where necessary and cleaning the drive way when necessary.
5. Paying a fair proportion of the cost of cleaning repairing reinstating 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 Office Unit) in the property as may be necessary, keeping cleaned the common parts and driveway, paths 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 Project or any part thereof in so far as the same is not the liability of or attributable to any individual Purchaser(s) / occupier of Project.
15. Generally managing and administering the Project and protecting the amenities in the Project and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any of the occupants of the Project.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of the competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the Project.
18. Insurance of fire-fighting appliances and other equipment for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Association may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.

20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Association it is reasonable to provide.
21. In such time to be fixed annually as shall be estimated by the Association (whose decision shall be final) to provide a reserve fund for items of expenditure referred to in this Schedule to be or expected to be incurred at any time.
22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Association and shall only be applied in accordance with unanimous or majority decision of the members of the Association and with the terms of this Schedule.
23. The Purchaser 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 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 Promoter/Association shall have the unfettered right to withdraw such facility without giving any prior notice or intimation. Be it further stated herein that these charges shall have to be borne by the Purchaser herein over and above the monthly maintenance charges.

SCHEDULE-F

PART-1

(Easements Granted to the Purchaser)

The Purchaser shall be entitled to the easements, quasi-easements appendages and appurtenances belonging or appertaining to the Office Unit which are hereinafter specified Excepting and Reserving unto the Owner/Promoter and the persons deriving right, title and/or permission from the Owner/Promoter, the rights, easement, quasi easement, privileges and appurtenances hereinafter more particularly set forth in **Part-II** of this **SCHEDULE** hereunder written:

1. The right of access and use of the Common Areas in common with the Owner/Promoter, and/or the other Office Units Owners and/or persons permitted by the Owner/Promoter and the Association for normal purposes connected with the use of the said Office Unit.
2. The right of support shelter and protection of the Office Unit by or from all other parts of the Project so far as they now protect the same.
3. The right of flow in common as aforesaid of electricity water waste and soil from and/or to the Office Unit through pipes drains wires and conduits lying or being in under or over the other parts of the Project so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the Office Unit.
4. The right to enter, with or without workmen and necessary materials, from time to time upon the other parts of the Common Parts for the purpose of rebuilding, repairing, replacing or cleaning, so far as may be necessary, such pipes, drains, sewers, wires and conduits belonging to or serving the Office Unit and other Units and also for the purpose of repairing the Office Unit insofar as such repairing cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty-eight hours previous notice in writing of the Purchaser's intention so to enter to the Association and the affected Office Unit(s) thereby.

PART-2

(Easements reserved by the Owner/ Promoter)

The under-mentioned rights easements quasi-easements and privileges appertaining to the Project at the said Premises shall be excepted and reserved for the Owner/Promoter and the persons deriving right, title and/or permission in respect thereof from the Owner/Promoter :

1. The right of access and use of the Common Parts in common with the Purchaser and/or other person or persons entitled to the other part or parts of the Project.
2. The right of flow in common with the Purchaser and other person or persons as aforesaid of electricity water waste or soil from and/or to any part (other than the said Office Unit) of the other part or parts of the Project through pipes drains wires conduits lying or being in under through or over the Office Unit as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the Office Complex.
3. The right of support shelter and protection of other part or parts of the Project by all parts of the Office Unit as the same can or does normally protect.

4. The right as might otherwise become vested in the Purchaser by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the Project.
5. The right with or without workmen and necessary materials to enter from time to time upon the Office Unit for the purpose of laying down, testing, rebuilding, repairing, reinstating, replacing, cleaning, lighting and keeping in order and good condition so far as may be necessary, such sewers, pipes, drains, wires, cables, water courses, gutters, conduits, structures and other conveniences belonging to or serving or used for the Project and also for the purpose of rebuilding or repairing any part or parts of the Building (including any Common Areas) and similar purposes and also other Common Purposes, insofar as such activities cannot be reasonably carried out without such entry Provided Always That the Owner or Promoter or the Association and other Unit Owners of other part or parts of the Project shall excepting in emergent situation give to the Purchaser a prior forty-eight hours written notice of his intention for such entry as aforesaid.

SCHEDULE-G

(Purchaser's Covenants)

Part-I

(Specific Covenants)

The Purchaser agrees undertakes and covenants:

- a) to comply with and observe the rules, regulations and bye-laws framed by the Association from time to time;
- b) to permit the Owner/Promoter/confirming party, and the Association and their respective men, agents and workmen to enter into the said Office Unit for the Common Purposes with prior reasonable notice except in case of emergency/urgency Provided however that such right of the Promoter shall come to an end after handing over of maintenance of the Project to the Association;
- c) To permit the Owner/Promoter to put up neon signs /sign board on the on the roof of the over-head water tanks and lift machine rooms of the New Building or Common Areas free of cost and the Purchaser hereby consents and

waives all rights, if any, to enable the Owner/Promoter to put up such neon sign, and agrees not to raise any objection or claim whatsoever. The Owner/Promoter shall be entitled to use the lifts, stair case, common parts and portions for the purpose of erection, repair and replacement of such neon signs.

- d) to deposit the amounts for common purposes as required by the Promoter/Maintenance Agency/Association;
- e) to use and occupy the Office Unit only for and as office and not for any other purpose;
- f) to use the Common Parts without causing any hindrance or obstruction to other Unit Owners and occupants of the Building;
- g) to keep the said Unit and partition walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the Building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Units /parts of the Building;
- h) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Office Unit or the Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines and/or air-conditioners or otherwise;
- i) to maintain and/or remain responsible for the structural stability of the said Office Unit and not to do anything which has the effect of affecting the structural stability of the Building;
- j) to use and enjoy the spaces comprised in the Common Areas for the Common Purposes;
- k) to pay charges for electricity in relation to the Office Unit wholly.
- l) to pay for other utilities consumed in or relating to the said Office Unit;

- m) to 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;
- n) 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 Office 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/Association 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 Areas or on the outside wall of the Building save at the place as be approved or provided by the Promoter/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 Office 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 of any Unit or any part of the Building at the said Premises or may cause or tantamount to 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 Promoter/Maintenance Agency/Association;
- i) not to close or permit the closing lounges, 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 building or any external walls or the fences of external doors and windows including grills/gates of the said Office Unit which in the opinion of the Promoter/Maintenance Agency/Association differs from the colour Scheme of the building or deviation or which in the opinion of the Promoter/Maintenance Agency/Association may affect the elevation in respect of the exterior walls of the Building;
- j) not to decorate the exterior of the Building otherwise than in the manner agreed by the Promoter/Maintenance Agency/Association 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 Promoter/Maintenance Agency/Association 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 Office 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 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 which are meant to be a common area;
- p) not to shift or obstruct any windows or lights in the said Office Unit or the Building and not to permit any new window light opening doorway or other encroachment or easement to be made or acquired in against out of or upon the said Office Unit without the prior consent in writing of the Promoter/Maintenance Agency/Association;
- 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 other Common Areas in any manner whatsoever;
- r) not to park or allow anyone to park any car at any place other than the space earmarked for the Purchaser for parking car(s) of the Purchaser;
- s) not to sell, transfer, let out or part with possession of the said Parking Spaces, independent of the said Office 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 office purpose in a decent manner;

- u) not to use the Office Unit for any residential purpose including without limitation, as a commercial guest house, Club House, boarding house, lodge, etc. or for 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;
- v) not to do any addition, alteration, structural changes, construction or demolition in the said Office 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 these presents;
- w) 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 to use the same for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;
- x) not to make any claim of any nature whatsoever with regard to the Premises, besides the said Office Unit transferred hereby and the common enjoyment of the Common Areas;
- y) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the building not to project the same out of any window of the Premises;
- z) not to keep or harbour any bird or animal in the Common Parts of the Premises;
- aa) not to subdivide the said Office 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 Areas by the Promoter/Owner/Maintenance Agency/Association or the other Unit Owners;

- ad) not to install any loose, hanging or exposed wires or cables anywhere outside the said Office Unit;
 - ae) not to interfere with, obstruct or hinder the rights of the Promoter and the Owner 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 Office 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 be 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 Promoter/Maintenance Agency/Association.
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 Owner/Promoter fully regarding all payments as mentioned in Schedule E.
4. The Building constructed at the Premises has been named as "PS EMPERADOR ". The Purchaser and/or the Unit Owners and/or the Association shall not be entitled to change the said name under any circumstances whatsoever without the consent in writing of the Owner/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 Owner/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 Office 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 the provisions contained in this deed and the covenants contained herein shall run with the land and/or transfer. The person(s) to whom the Purchaser transfers the said Office Unit shall automatically be also bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Purchaser hereunder and by law.
 - 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 Office 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/Owner/Association.
9. The Purchaser shall be responsible for and shall keep the Promoter, the Owner and the Association saved harmless and indemnified of and from all losses damages costs claims demands expenses and proceedings occasioned relating to the Premises or any part of the

Building to any person due to any negligence or any act deed or thing made done or occasioned by the Purchaser and shall be responsible for and shall keep the Promoter/Owner/Association indemnified also against all actions claims proceedings costs expenses and demands made against or suffered by the Promoter/Owner/Association as a result of any act, omission or negligence of the Purchaser or the servants agents customers guests of the Purchaser and/or any breach or non-observance by the Purchaser of any of the terms, conditions, covenants contained in this Schedule or elsewhere in this deed.

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 sale, transfer, etc. of any portion of the Building by the Promoter/Owner (other than the said Office Unit).

Part - II
(Maintenance)

1. The Premises, the Building and the Common Areas shall be managed and maintained by the Promoter/Maintenance Agency/Association.
2. The Purchaser shall accept the rules and regulations made by the Promoter/Maintenance Agency/Association and shall diligently observe, perform and comply with the same.
3. The Promoter/Maintenance Agency/Association 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 making provisions for repairs painting replacements and renovations and for unforeseen eventualities.
4. The Promoter/Maintenance Agency/Association 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 Promoter/Maintenance Agency/Association 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%(two percent) per annum compoundable monthly in respect of the unpaid amounts of Maintenance Charges, Electricity Charges, Municipal 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 Unit till the dues are fully paid as also payment of the losses and damages suffered or costs incurred, if any, due to delay in making payment or for realization.

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

Part - III
(Association)

1. After handing over possession of all the Units in the Building, the Owner/Promoter shall take steps for formation of the Association in consultation with all the Unit Owners for the maintenance and management of the Common Areas described in **Schedule-D**, the Building and other common areas at the Premises. The maintenance of the Building shall be made over to the Association by the Promoter/Maintenance Agency and upon such making over, the Association shall be responsible for the maintenance of the Building and the Premises. The Promoter/Maintenance Agency shall make payment of the expenses relating to the period prior to the handing over of maintenance to the Association. The Promoter/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, the Solicitor & Advocates of the Owner/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 Promoter/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. It is however made clear that all past dues of such employees relating to the period upto the date of 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 and for the maintenance charges payable by the Unit Owners shall be settled by the Maintenance Agency. 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 Stamp duty and registration fees in respect of any transfer deed executed in favour of the association, 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 in the Common Areas and not by 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 these presents.
8. After the maintenance of the Building is made over by the Promoter/Maintenance Agency to the Association, the Association may either look after 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 Office Units by their respective owners or for the mutual benefit of the Office 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 this Deed of Conveyance executed by the Owner /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 Areas and Common Purposes.
10. From the date of handing over of maintenance to the Association, the owner/Promoter shall not have any responsibility whatsoever regarding the Building and the Premises and/or any maintenance, security, safety or operations including relating to fire-fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, installations, electric meters and connection, etc. and/or for any statutory compliances, permissions and licenses regarding the Building and/or any equipment installed thereat. 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 all 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.
11. For the avoidance of any doubt it is clarified that if within the time period specified by the Promoter in the notice issued by the Promoter in this regard, the Association fails and/or neglects to take over from the Promoter the hand over and/or transfer, as the case may be, of the Common Areas and/or the abovementioned rights, obligations, responsibilities, liabilities etc., then on the expiry of the aforesaid period, the Promoter shall no longer be liable or responsible for the same. Each of which liabilities, responsibilities, obligations etc. shall on and from such date be deemed to stand vested in all the Unit Owners including the

Purchaser and the Association. Further, as and when the Promoter deems fit and proper, the Promoter will also transfer in favour of/to the Association, in such a manner as the Promoter may deem fit and proper, the residue, if any, then remaining of any of the applicable Deposits, if any, made by the Unit Owners without any interest thereon, after adjusting all amounts then remaining due and payable by any Unit Owner including the Purchaser herein to the Promoter, together with the Interest thereon, and the amounts thus transferred, shall be held by the Association, to the account of the Unit Owners and the Purchaser, respectively for the purposes therefore.

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 Owner and/or 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 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 Unit be separately assessed and/or mutated, all rates, taxes, outgoings and/or impositions levied on the Premises and/or the Building 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 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 Unit would accrue with effect from the date of Completion Certificate and for the Units booked post completion certificate would accrue on completion of 30(thirty) days from the date of booking.

6. The Promoter/Maintenance Agency shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or penalties and recover the share of the Purchaser thereof from the Purchaser.

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

SIGNED AND DELIVERED by the Owner/promoter at ...

in the presence of :

SIGNED AND DELIVERED by the Confirming party at ...

in the presence of :

SIGNED AND DELIVERED by the **PURCHASER** at

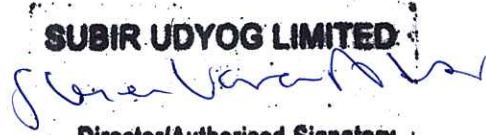
in the presence of :

RECEIPT AND MEMO OF CONSIDERATION:

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

OWNER/PROMOTER)

This draft deed is subject to modification as well as further insertion of additional terms and conditions as the Owner/Promoter at their sole discretion deem fit and proper.

SUBIR UDYOG LIMITED

Director/Authorised Signatory