

DEED OF CONVEYANCE

This **DEED OF CONVEYANCE** ("Deed") is made on this [___] day of [___] 2020 at [___]

BY AND AMONG:

Central Government Employees Welfare Housing Organization (CGEWHO in short), having Regn. no. S/21181, registered under the Societies Registration Act 1860 is an autonomous body of Ministry of Housing & Urban Affairs, Government of India, specifically created for execution of housing projects for Central Government Employees, on 'No Profit No Loss' & 'self financing' basis throughout country. It has its registered office at 6th Floor, A Wing, Janpath Bhawan, Janpath, New Delhi - 110001 and its Site office Kendriya Vihar (Phase III), adjacent to IIM, Joka, South 24-Parganas, Kolkata (PAN - _____), represented by its authorized signatory Project Incharge (Aadhaar no. _____) authorized vide Letter of Authorization dated _____ hereinafter referred to as the "CGEWHO" (which expression shall unless repugnant to the context or meaning thereof be Secured to mean and include its successor-in-interest, and permitted assigns), represented by its constituted attorney _____ **[Income Tax PAN]** _____, son of _____, residing at _____, Police Station- _____, Post Office - _____, Kolkata - 700 _____ of the **ONE 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 **OTHER 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 **OTHER 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 **OTHER 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 **OTHER 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 **OTHER PART**.

The CGEWHO and the Purchaser shall collectively be referred to as the “Parties” and individually as a “Party”.

WHEREAS:

- A.** By and under several Indentures of Conveyance executed and registered more fully and particularly described in the **Part I** of the **Schedule A** hereunder written, the CGEWHO became absolutely seized and possessed of or otherwise well and sufficiently entitled to All That the piece and parcel of

land containing an area of 240.14 Decimals be the same a little more or less situate lying at Mouza Sarmestarchak, J L No. 17, R.S.Dag Nos. 115, 116 & 117 corresponding to L.R. Dag Nos. 114, 115 & 116, Mouza Daulatpur, J. L. No. 79, R.S. /L.R. Dag Nos. 23, 27, 28, 29, 30, 31, 32 & 49, Post Office Pailan Hat, both under Police Station Bishnupur, within the limits of Kulerdari Gram Panchayet both in the District of South 24-Parganas, more fully and particularly described in the **Part II** of the **Schedule A** hereunder written (hereinafter referred to as the **said Land**) free from all encumbrances, charges, liens, lispendense, acquisitions, requisitions, trusts of whatsoever nature.

[Please insert land details as per relevant laws TO BE PROVIDED BY PS GROUP]

- B.** The CGEWHO appointed **M/s P S Group Realty Pvt. Ltd. (hereinafter referred to as the "Contractor")** as the **Construction Agency** to develop construct erect the residential complex on the said Land by and under an Agreement dated _____ (hereinafter referred to as "the **Contractor Agreement**").
- C.** CEO, CGEWHO have also delegated powers to Project-In-Charge/ Admin cum Accounts Officer of CGEWHO, Kolkata (Phase III) project through a letter of Authorization (hereinafter referred to as Attorney) to act for and on behalf of CEO, CGEWHO and to represent CEO, CGEWHO in all matters and purposes concerning the said project, the details of each are fully and particularly described in **Schedule B**.
- D.** Pursuant to the terms and conditions of the aforesaid the Contractor Agreement with CGEWHO and the Contractor i.e. M/s P S Group Realty Pvt. Ltd. has got a plan, being Building Plan vide Sanction No. _____ dated _____, 2020, duly sanctioned by the South 24-Parganas Zilla Parishad and thereafter subsequently revised on _____ being Building Sanction No. _____ for construction of a multistoried residential building complex constructed by the Developer i.e. M/s P S Group Realty Pvt. Ltd. in terms of said sanctioned plan on the said Land or on the part thereof to be known as "**Kendriya Vihar - III**" (hereinafter referred to as the **said Complex/Project**). The CGEWHO agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.
- E.** The South 24 Parganas Zila Parishad has granted the commencement certificate to develop the project vide approval dated bearing registration no. _____.
- F.** The CEO, CGEWHO or its attorney or any authorized officer are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the CGEWHO regarding the Said Land, have been completed.

- G. The CGEWHO has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under registration no. _____.
- H. The Purchaser, being desirous of purchasing an Apartment in the Project, applied to the CGEWHO vide prescribed Application Form No. [___] dated [___] ("**Application Form**") and has been allotted vide letter dated [___] ("**Allotment Letter**") by the CGEWHO an Apartment being Unit no. [___] having carpet area of [___] square feet type [___], on [___] floor in the Building ("**Unit**") along with [___] number of garage/covered car parking space bearing nos. [___] in the [___] [**Please insert the location of the garage/covered parking**], ("**Garage**") as permissible under the applicable law and of pro rata share in the Common Areas (defined hereinafter) (the Unit and Garage hereinafter collectively referred to as the "**Apartment**", more particularly described in **Schedule C** and the floor plan of the Apartment are annexed hereto and marked as **Schedule D**) and having the specifications mentioned in **Schedule E** herein together with right to the proportionate undivided shares in the Common Areas (defined below).
- I. Subsequently an agreement to sale dated [___] ("**ATS**") was executed and registered at the office of [___], in Book No [___], Volume No. [___], Pages [___] to [___], Being No [___] for the year [___] among the CGEWHO and the Purchaser whereby the CGEWHO agreed to transfer and the Purchaser agreed to purchase the Said Apartment subject to the terms and conditions contained in the said ATS and Allotment Letter, which terms and conditions, for all purposes and unless repugnant to the context, shall form part of this Deed and in case of any contradiction, the terms contained in this Deed shall prevail.
- J. The Purchaser has from time to time has paid in full as stipulated in the ATS.
- K. The Contractor since has completed construction of the Said Apartment and pursuant to the Plan a Completion Certificate dated [___] has been issued by the [___] and CGEWHO has intimated the Purchaser about its intention of executing this Deed.
- L. The Purchaser has now approached the CGEWHO for execution of this Deed which the CGEWHO has agreed.

NOW, THEREFORE, IT IS WITNESSETH THAT:

1. DEFINITIONS

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

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

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

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

"**Common Expenses**" shall include all expenses for the management, maintenance and upkeep of the Project as indicated in **Schedule H** hereto and shall be proportionately payable periodically as Maintenance Charges by all Unit Owners including the Purchaser. Such charge shall be as determined by the CGEWHO;

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

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

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

CONVEYANCE AND TRANSFER

2.1 In consideration of the payment mentioned in **Schedule F**, the CGEWHO:

(A) hereby sells conveys and/or transfers, absolutely and forever, to the Purchaser the Said Unit no. [___] having carpet area of [___] square feet, type [___], on [___] floor in the Building ("**Unit**") along with [___] number of garage/covered car parking space bearing nos. [___] in the [___] together with undivided proportionate share in the Common Areas and together with undivided proportionate share in the Said Land (**said Apartment**);

(B) hereby grants a perpetual and non-exclusive:

- (i) right to use and enjoy the Common Areas in common with all the other Unit Owners; and

free from all encumbrances, trusts, liens, lispendens 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 AND IT IS HEREBY EXPRESSLY AGREED AND MADE CLEAR that the payments paid by the Purchaser includes the cost of prorata share in the common areas as defined under the West Bengal Industry Regulation Act 2017 (ACT) and as such upon formation of the Association the prorata share of the Purchasers into or upon the common areas hereby sold and transferred in favour of the Purchaser shall stand transferred and/or vested in the Association upon formation without any further act deed or thing as provided under the provisions of Section 17 of the West Bengal Industry Regulation Act 2017 and until then the Purchaser shall hold the same in trust for such Association.
- 2.4 The right of the Purchaser shall be restricted to the Said Apartment together with the right to the common areas and the Purchaser shall have no right, title or interest whatsoever in respect of the other units and garage in the Project.
- 2.5 In respect of the other spaces, properties and other rights which are not intended to be transferred to the Purchaser as aforesaid, the CGEWHO 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.

- 2.6 The Purchaser shall use and enjoy the said Apartment in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Unit Owner and/or of the CGEWHO.
- 2.7 The Purchaser shall be entitled **TO HAVE AND TO HOLD** the said Apartment hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Unit Owner and/or of the CGEWHO.
- 2.8 The sale of the said Apartment is together with and subject to the mutual easements and restrictions mentioned in this Deed including in **Schedule-I** hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed and **Schedule-J** hereto, which shall be covenants running with the said Apartment in perpetuity.

3. COVENANTS OF THE CGEWHO

- 3.1 The CGEWHO 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 CGEWHO hereby covenants with the Purchaser that the CGEWHO is lawfully entitled to develop the Project and to transfer its rights in respect of the said Apartment.
- 3.3 The CGEWHO hereby further covenants with the Purchaser that the CGEWHO has received payments as mentioned in **Schedule-F** and acknowledges the receipt thereof in the Memo of Consideration hereunder.
- 3.4 The CGEWHO hereby further covenant that the Purchaser shall, subject to observing, performing and complying with the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including, **Schedule I** and **Schedule J**, peaceably own, hold and enjoy the said Apartment.

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 CGEWHO shall not be liable for the same under any circumstance;
- (c) regularly and punctually pay and contribute all costs and expenses for the utilities and facilities provided and/or obtained in the said Apartment and ensure that those to the other Unit Owners are not adversely affected by any acts or defaults of the Purchaser;
- (d) not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the transfer, sale or disposal of any other unit or apartment in the Project;
- (e) not question the quantum or apportionment of the Common Expenses mentioned in **Part IV of Schedule-H (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/Gram Panchayat; 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 CGEWHO 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 CGEWHO in the Property, the Plans and the constructions, including the quality and specifications thereof, the carpet 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 CGEWHO 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 CGEWHO as per the agreement for sale relating to such development is brought to the notice of the CGEWHO within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the CGEWHO to rectify such defects without further charge, within 30 (thirty) days, and in the event of CGEWHO's failure to rectify such defects within such time. The aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

It is clarified that the said responsibility of the CGEWHO shall not cover defects, damage or malfunction resulting from (i) misuse of negligent use (ii) unauthorized modifications or repairs done by the Allottee or its

nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/ equipment and (v) accidents.

Provided that where the manufacturer's warranty as shown by CGEWHO to the Allottee(s) ends before the defect liability period and such warranties are covered under the maintenance of the said Apartment but the annual maintenance contracts are not done/ renewed by the Allottee(s), the CGEWHO shall not be responsible for any defects occurring due to the same. The said Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the CGEWHO that all equipment, fixtures and fittings shall be maintained and covered by maintenance/ warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities and facilities wherever applicable. The Allottee(s) has/have been made aware and the Allottee(s) expressly agree(s) that the regular wear and tear of the Apartment excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20° C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee(s) it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Apartment and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

SCHEDULE A
PART I
(SAID INDENTURES AND THEIR REGISTRATION DETAILS)

Sl. No.	Owners Name	Deed No.	Khatian No.	LR Dag Nos.	Area (Decimal)
1	EESHVI REAL ESTATE LLP	190403193/20	4656	23	2
2	ESTHER BUILDCON LLP, EKARAJ HOUSING LLP, PHOBOS TOURS & TRAVEL PVT. LTD.	190403180/20	4655, 4663, 3105	27	12
3	AYANNA CONSTRUCTION LLP, ETAKA HOMES LLP, THYONE RETAIL PVT LTD, GALTONIA BUILDERS PVT. LTD, Deepak Kr. Jayaswal, Anup Kr. Jayaswal	190403188/20	4654, 4659, 4168, 4236, 2151, 2150	28	35.63
4	THYONE HERBAL PRODUCTS PVT LTD	190403183/20	4177	29	6
5	LEYMUS REALTY PRIVATE LTD., COLLETIA HOUSING PRIVATE LTD, BAHIAGRASS HOUSING PVT. LTD, Siddhartha Mukherjee alias Mukhopadhyay	190403191/20	4237, 4231, 4227, 4880	30	23
6	Siddhartha Mukherjee alias Mukhopadhyay, BIARUM BUILDERS PRIVATE LTD.	190403199/20	4880, 2949, 4229	31	20
7	Ekaraj Properties LLP, Thyone Agri Products LLP	190403184/20	4650, 4649	32	17.51
8	ESTHER PROPERTIES LLP, THYONE IT SOLUTIONS PVT. LTD, PHOBOS BOOKS AND PERIODICALS PVT. LTD., DEIMOS MANAGEMENT CONSULTANTS PVT. LTD.	190403197/20	4662, 3138, 4176, 4178	49	22
9	PHOBOS RETAIL PRIVATE LTD., PHOBOS IT SOLUTIONS PVT. LTD.	190403200/20	552, 551	114	18
10	Shoebill Realty Pvt. Ltd Vetiver Realty Pvt. Ltd. AYANNA DEVELOPERS LLP	190403195/20	571, 573, 617	115	22
11	BAS HERBAL PRODUCTS PVT.LTD., DEIMOS TRAVELS PVT. LTD. DEIMOS COMPUTERS PVT. LTD., DEIMOS HERBAL PRODUCTS PVT LTD, ETAKA BUILDERS LLP ESTHER INFRAPROJECTS LLP Evaraj Projects LLP	190403190/20	553, 550, 549, 554, 614, 615, 616	116	62
	Total				240.14

Part II
("Land")

All that pieces and parcels of Bastu land hereditaments and premises containing by estimation an area of 240.14 (two hundred and forty point fourteen) decimal being 100% land {out of which land measuring 138.14 (one hundred and thirty eight point forteenee) decimal being 57.52% land, more or less in Mouza - Daulatpur, J.L. No. 79 and remaining land measuring 102 (one hundred and two) decimal being 42.48% land, more or less in Mouza - Sarmasterchak, J.L No. 17} being two analogous and contiguous mouzas, both under Police Station - Bishnupur, Post Office - Pailan Hat, Kolkata - 700 104 at Diamond Harbour Road within the local limits of Kulerdari Gram Panchayat under South 24 Parganas Zilla Parishad and within the jurisdiction of Additional District Sub Registrar Bishnupur, Sub Division Alipore under District - South 24 Parganas comprised in following R.S & L.R Dag & Khatian Nos. shown in tabular form as follows: -

Sl. No.	R.S. Dag No.	L.R. Dag No.	L.R. Khatian No.	Area (in decimal)
<u>Mouza - Daulatpur, J.L. No. 79</u>				
1.	23	23	4971	2
2.	27	27		12
3.	28	28		35.63
4.	29	29		6
5.	30	30		23
6.	31	31		20
7.	32	32		17.51
8.	49	49		22
Sub total -				138.14
<u>Mouza - Sarmasterchak, J.L. No. 17</u>				
1.	115	114	688	18
2.	116	115		22
3.	117	116		62
Sub total -				102
Total -				240.14

The said land is butted and bounded as follows :-

On the North by : Land of R.S. Plot Dag Nos. 115, 116, 117 in Mouza - Sarmasterchak and R.S. & L.R. Plot Dag Nos. 23, 27, 30, 31, 32 and 49, in Mouza - Daulatpur.

On the South by : R.S. & L.R. Plot Dag Nos. 28, 29, 30, 31, 32 & 49 in Mouza - Daulatpur and R.S. Plot Dag Nos. 117 in Mouza - Sarmasterchak.

On the East by : R.S. & L.R. Plot Dag Nos. 30, and 49 in Mouza - Daulatpur and R.S. Plot Dag Nos. 116 and 117 in Mouza - Sarmasterchak..

On the West by : R.S. & L.R. Plot Dag No. 29, 28 in Mouza - Daulatpur, R.S. Plot Dag Nos. 115 and 117 (part) in Mouza - Sarmasterchak and partly by access road (40 Feet wide) to the project site connecting Diamond Harbour Road

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

SCHEDULE B

[Plan]

The delineated in the map/ plan of the said Land is attached as a separate sheet.

SCHEDULE C

(Said Apartment)

Unit no. [___] having carpet area of [___] square feet **WITH** Exclusive balcony area of ____ Sq. Ft. (total Built-up area being ____ Sq. Ft. and total Super Built-up area being ____ Sq. Ft.), type [___], on [___] floor in the Building ("**Unit**") along with [___] number of garage/covered car parking space bearing nos. [___] in the [___].

SCHEDULE D

[Plan of Said Apartment]

[Attached as separate sheet]

SCHEDULE E
[Specifications of the Apartment]

LIVING/DINING/PASSAGE

Floor: Vitrified tiles

Walls & Ceiling: Plaster of paris/wall putty

BEDROOMS

Floor: Vitrified tiles

Walls: Plaster of paris/wall putty

KITCHEN

Walls: Rectified joint-free tiles up to 2' on counter walls and wash areas, balance finished with plaster of paris / wall putty

Floor: Anti-skid ceramic tiles

Counter: Granite counter

Fitting/Fixtures: Stainless steel sink with reputed make fittings

BATHROOMS

Walls: Designer ceramic tiles up to door height

Floor: Anti-skid ceramic tiles

Sanitary Ware and CP Fittings: Sanitary ware and fittings (Jaguar/Parryware /Hindware/Cera)

DOORS & WINDOWS

Entrance Door: decorated flush door

Internal Doors: Flush doors

Windows: aluminium windows

ELECTRICAL

Switches: Modular switches of reputed make and concealed copper wiring

SCHEDULE F
[PAYMENTS]

- 1.1 The Total Consideration of Apartment is Rs. _____ (Rupees _____) only ("Total Consideration of Apartment").
- 1.2 The Total Extras and deposits in respect of Apartment is Rs. _____/- (Rupees _____) only ("Total Extras and Deposits").
- 1.3 The Total Taxes (GST) on the consideration of the Apartment and Extras and Deposit shall be as per the applicable rate as opted by the CGEWHO.

SCHEDULE - G
(Common Areas)

- (a) Fire Refuge platform in each tower,
- (b) Overhead Water Tank in each tower,
- (c) Mumty room in each tower,
- (d) Lift well staircase in each tower,
- (e) Security room,
- (f) Common corridor at every floor of each tower,
- (g) Entrance lobby in each tower,
- (h) Fire tank,
- (i) Sewarage Treatment Plant,
- (j) Underground Water Tank,
- (k) Rain water harvesting,
- (l) Common toilets
- (m) Pump room,
- (n) Area for Community Hall,
- (o) Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s and meter room in the ground floor of the New Building,
- (p) Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump and for supply of power in the said Flat to the extent of quantum mentioned herein and/or in the other Flats during power failure and generator room in the ground floor of the Complex,
- (q) Water pump and pump rooms with motor and with water supply pipes to overhead water tank and with distribution pipes therefrom connecting to different Flats of the Complex,
- (r) Internal driveways of the project,
- (s) Landscape of the project including the podium garden.
- (t) The said Land.

SCHEDULE - H
(Common Expenses)

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

13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the Building(s) or Common Areas or any part thereof excepting in so far as the same are the responsibility of the individual Purchaser(s) / occupiers of the Project.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to any individual Purchaser/occupier of Project.
15. Generally managing and administering the development and protecting the amenities in the Project and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any of the occupants of the Project.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the Project.
18. Insurance of fire fighting appliances and other equipment for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Association may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Association it is reasonable to provide.
21. In such time to be fixed annually as shall be estimated by the Association (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this Schedule to be or expected to be incurred at any time.
22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Association and

shall only be applied in accordance with unanimous or majority decision of the members of the Association and with the terms of this Schedule.

23. The Purchaser (s) under the scope of these presents undertakes to reimburse and / or pay the proportionate charges towards the diesel expenses for providing substitute backup for electricity in the form of generator services to the extent of such proportionate KVA load allocated and / or taken by the Purchaser(s) herein in respect of his/ her/their unit in the Project and such expenses incurred shall be reflected and / or incorporated in a separate bill which shall be raised on every English calendar month. In the event if any Purchaser makes a default in making such payment for consecutive two months in such a situation the Association shall have the unfettered right to withdraw such facility 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 - I
(Mutual Easements & Restrictions)

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

- i. The Purchaser(s) shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the Said Apartment or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING UNTO THE Association the rights easements quasi easements privileges and appurtenances.
- ii. The right of access and passage in common with the Association and/or the Purchasers and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other covered common areas installations and facilities in the Building and the Project.
- 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 pathways 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 Project 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 Project 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 CGEWHO, 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 CGEWHO shall come to an end after handing over of maintenance of the Project to the Association;
- b) Permit the CGEWHO or its nominees to put up neon signs /sign board of the on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas free of cost and the Allottee(s) hereby consents and waives all rights to enable the CGEWHO to put up such neon sign, and agrees not to raise any

objection or claim whatsoever. The CGEWHO 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.

- 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 Project in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Units /parts of the Building;
- g) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Unit or the Common Portions for the purpose of fixing, changing or repairing the concealed wiring and pipelines and/or air-conditioners or otherwise;
- h) maintain and/or remain responsible for the structural stability of the said Unit and not to do anything which has the effect of affecting the structural stability of the Building;
- i) use and enjoy the spaces comprised in the Common Portions for the Common Purposes;
- j) to pay charges for electricity in relation to the said Unit wholly.
- k) (i) In the event if the unit is booked prior to obtaining of completion certificate the buyer shall bear and pay from the date of the Completion Certificate, the Common Expenses, common portion electricity charges and all costs, expenses and other outgoings in respect of the Project 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 Project proportionately and the said Unit wholly on completion of 15(Fifteen) days from the date of booking.
- 1) (i) In the event if the Unit is booked prior to obtaining of completion certificate the buyer shall pay from the date of issue of the Completion Certificate, the Municipal Corporation Taxes and all other rates, taxes, levies, duties, charges, impositions outgoings and expenses (including water charges & taxes, if any) in respect of the Building and the Project 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 Project proportionately and the said Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Unit until the same is assessed separately by the Municipal Corporation on completion of 15(Fifteen) days from the date of booking.
- m) pay for other utilities consumed in or relating to the said Unit;
 - n) allow the other Unit 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 CGEWHO 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 Project 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 CGEWHO may affect the elevation in respect of the exterior walls of the Project;
- 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 Project 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 Project any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the Project or any part thereof and/or the Project 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 Project or any other open or covered areas of the Building and the Project 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 Project 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 Project ;
- y) not to keep or harbour any bird or animal in the Common Portions of the Project ;
- 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 Project ;
- 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 CGEWHO 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 CGEWHO 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 Project 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 CGEWHO 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 and/or any documents or deeds with regard to the Unit and/or undivided Share of land shall be borne by the Purchaser. The Purchaser hereby indemnifies the CGEWHO fully regarding all payments as mentioned in Schedule F.
 4. The Building constructed at the Project has been named as “ _____ ” . 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 CGEWHO.
 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 CGEWHO 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 CGEWHO, 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 Project.
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 CGEWHO.
9. The Purchaser shall be responsible for and shall keep the CGEWHO 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 Project 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 CGEWHO indemnified also against all actions claims proceedings costs expenses and demands made against or suffered by the CGEWHO as a result of any act, omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance by the Purchaser of any of the terms, conditions, covenants contained in this Schedule or elsewhere in this Deed.
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 CGEWHO

Part - II

(Maintenance)

1. The Project, 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 Project, 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 Project 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 CGEWHO until the Association is formed and starts functioning effectively and till that time the CGEWHO 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 CGEWHO, 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 Project. 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 Project. 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 CGEWHO may decide. The Purchaser shall, within 15 days from receiving a request from the CGEWHO, become a member of the Association formed or to be formed at the instance of the CGEWHO.
2. All papers and documents relating to the formation of the Association shall be prepared and finalised by, Solicitor & Advocates of the CGEWHO and the Purchaser hereby consents to accept and sign the same and to assist the CGEWHO 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 CGEWHO 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 CGEWHO and shall not have any right to represent the Unit Owners or to raise any issue relating to the Building or the Project.
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 CGEWHO 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 CGEWHO 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 CGEWHO 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 CGEWHO shall not have any responsibility whatsoever regarding the Building and the Project and/or any maintenance, security, safety or operations including relating to fire-fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, installations, meters and connection, etc. and/or for any statutory compliances, permissions and licenses regarding the Building and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Unit Owners including the Purchaser and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Unit Owners including the Purchaser and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire licence, etc. and the CGEWHO 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 CGEWHO 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 CGEWHO liable and/or responsible in this regard on any account whatsoever. The CGEWHO 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 CGEWHO 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 Project 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 CGEWHO 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

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

(Rupees _____ only)

WITNESSES:

(CGEWHO)