

DEED OF ASSIGNMENT

This **DEED OF ASSIGNMENT** (“**Deed**”) is made on this [] day of [] 2018 at []

BY AND AMONG:

VEDANT FASHIONS PRIVATE LIMITED (CIN No []), a company incorporated under the Companies Act, 1956 and having its registered office at 19, Canal South Road, Module No. A-501 & A-502 in the 4th Floor of SDF-I, P.O [], P.S [], Kolkata 700015 having Permanent Account No. [] acting through its constituted attorney PS GROUP REALTY PRIVATE LIMITED (CIN No []), a company incorporated under the Companies Act, 1956 and having its registered office at 1002 E.M. Bypass, P.S. Pragati Maidan (previously - Tiljala), P.O. Dhapa, Kolkata – 700105 having Permanent Account No. AABCP5390E, acting through its authorized signatory MR. RADHE SHYAM PANCHARIA (Aadhaar No. []), son of _____ residing at _____, Police Station- _____, Post Office- _____, having Permanent Account No. _____ and authorized vide Board resolution dated [], hereinafter referred to as “**ASSIGNOR**” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **FIRST PART**;

AND

PS GROUP REALTY PRIVATE LIMITED (CIN No []), a company incorporated under the Companies Act, 1956 and having its registered office at 1002 E.M. Bypass, P.S. Pragati Maidan (previously - Tiljala), P.O. Dhapa, Kolkata – 700105 having Permanent Account No. AABCP5390E, acting through its authorized signatory MR. SURENDRA KUMAR DUGAR (Aadhaar No. []), son of Late J. M. Dugar, residing at 2B, Dover Road, Police Station- Ballygunge, Post Office- Ballygunge, having Permanent Account No. ACUPD1317K and authorized vide Board resolution dated [], hereinafter referred to as the “**PROMOTER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted 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 “**ASSIGNEE**”, 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 “**ASSIGNEE**”, 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 “**ASSIGNEE**”, 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 “**ASSIGNEE**”, 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 “**ASSIGNEE**”, 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 Assignors, the Promoter and the Assignee shall collectively be referred to as the “Parties” and individually as a “Party”.

WHEREAS:

- A. By an Indenture of Lease dated 8th April 2014 (“**Lease Deed**”) registered at the office of the Additional Registrar of Assurances II, Kolkata and recorded in Book No. I, CD Volume No. 21, Page from 669 to 699, Being No. 04467 for the year 2014, made between the West Bengal Housing Infrastructure Development Corporation Limited (“**WBHIDCO**”) therein referred to as the Lessor of the One Part and M/s Vedant Fashions Private Limited, the Assignor herein and therein referred to as the Lessee of the Other Part, WBHIDCO therein in consideration of the premium and annual rent to be paid by the Lessee, granted and demised the ALL THAT piece and parcel of the land measuring 10117.63 square meters equivalent to 2.5 acres, more or less, being Plot No. IIE/23 in Action Area -IIE situated on Street No. IIII and Street No. 0777 in the New Town, Kolkata, Police Station- New Town, District North 24 Parganas (more fully described in **Part I** of **Schedule A** hereunder) (“**Demised Land**”) unto and in favour of the Assignor for a term of 99 years (with an option of renewal for such further period as may be agreed by WBHIDCO) and on the terms and conditions therein mentioned exclusively and wholly for establishing “Retail Market/Shopping & Office Complex” under the principal use “Business-Mercantile (Retail)The vesting of the leasehold rights of the Said Premises in favour of the Owners is more particularly detailed in **Schedule B** hereunder.
- B. The Assignor desired to develop Said Premises comprising of office space segment and for that purpose had approached with the proposal of development of the Said Premises wherein the Assignor would allow, permit and that the Promoter would have all right power and authority to develop the Said Premises at its own cost and expenses.

- C. Pursuant to the above, by a registered Development Agreement 6th July, 2018 registered on 9th July, 2018 at the office of the Additional Registrar of Assurances IV, Kolkata and recorded in Book No. I, CD Volume No. 1904-2018 Page from 304528 to 304577 Being No. 190407558 for the year 2018 ("**Development Agreement**") for the purpose of development by the Promoter a real estate project over the Demised Land in terms of the Lease Deed. The Lessee had also granted to the Promoter a power of attorney dated 10th July, 2018 registered at the office of the Additional Registrar of Assurances IV, Kolkata and recorded in Book No. IV, CD Volume No. 1903-2018 Page from 120587 to 120616 Being No. 190304167 for the year 2018.
- D. The Demised Land was earmarked for the purpose of building a "Retail Market/Shopping & Office Complex" [under the principal use "Business-Mercantile (Retail)] project comprising a single multistoried building having 2 (two) basements and ground plus 8 (eight) upper floors (G + 8) ("**Building**") and having showrooms and office spaces of various sizes and specifications and the said project shall be known as "**ABACUS**" ("**Project**")
- E. In pursuance of the said Development Agreement, the Promoter has caused a map or plan being No. RIIE0002320180306 dated 21/3/2018 hereinafter referred to as the said "**Plan**") sanctioned by the concerned authorities whereby the Promoter has become entitled to undertake development of the said Premises by causing new buildings to be constructed at the said Premises comprising of various Units apartments constructed spaces having a specific area of land dedicated to such building and also sanctioned car parking spaces and the said Project has been named as "**ABACUS**" ("**Project**").
- F. The Assignee, being desirous of acquiring on assignment a Apartment in the Project, applied to the Promoter vide prescribed Application Form No. [] dated [] ("**Application Form**") and has been allotted vide letter dated [] ("**Allotment Letter**") by the Promoter a 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 use the proportionate undivided shares in the Common Areas (defined below) for a total consideration of Rs [] (Rupees []) ("**Total Price**").
- G. The Promoter has represented to the Assignee that the Total Price consisted of the price of the Apartment, the price of the Garage, the price of the Common Areas, External Walls, the extras and deposits, taxes, development charges and such other constituents as more fully described in **Schedule F** herein
- H. Subsequently an Agreement for Assignment dated [] ("**ATS**") was executed and registered at the office of [], in Book No [], Volume No. [], Pages [] to [], Being No [] for the year [] among the Assignor , the Promoter and the Assignee whereby the Promoter agreed to transfer and the Assignee agreed to take on assignment 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.

- H. The Assignee has from time to time as stipulated in the ATS paid the Total Price in full.
- I. The Promoter since has completed construction of the Said Apartment and pursuant to the Plan a Completion Certificate dated [] has been issued by the [] and intimated the Assignee about its intention of executing this Deed.
- J. The Assignee has now approached the Promoter for execution of this Deed which the Promoter has agreed.

NOW, THEREFORE, IT IS WITNESSETH THAT:

1. DEFINITIONS

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

“Agreed Consideration” shall mean Total Price as mentioned in Recital F above and morefully described in **Schedule F** hereto paid by the Assignee for acquiring the Said Apartment;

“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 Assignee including the Assignee;

“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 Assignee 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 Assignee” shall according to the context, mean all Assignees and/or intending Assignees of different Apartments for Office Space in the Project.

2. ASSIGNMENT AND TRANSFER

2.1 In consideration of the payment of the Agreed Consideration mentioned in **Schedule F**, the Promoter:

(A) hereby assigns and/or transfers, absolutely and forever, to the Assignee 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 [] (**said Apartment**);

(B) for itself and for and on behalf of the Assignors , hereby grants a perpetual and non-exclusive:

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

free from all encumbrances, trusts, liens, lis pendens and attachments whatsoever and all benefits and rights hereby granted to the Assignee, subject further to the observance and performance by the Assignee of all the terms and conditions of the management, administration and maintenance of the Common Areas and subject further to the Assignee 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 assigned and/or granted, unless contrary to the context and it is expressly made clear that the same constitute one Office unit.

2.3 The right of the Assignee shall be restricted to the Said Apartment together with the right to use the common areas and the Assignee shall have no right, title or interest whatsoever in respect of the others units and garage in the Project.

2.4 In respect of the other spaces, properties and other rights which are not intended to be transferred to the Assignee as aforesaid, the Promoter shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by them in its absolute discretion, without any reference or objection of the Assignee. The Assignee hereby consents to the same and undertakes not to raise any claim or create or cause to be created for any reason, directly or indirectly, any obstruction or hindrance whatsoever regarding the same.

2.5 The Assignee 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 Assignees and/or of the Promoter.

2.6 The Assignee shall be entitled **TO HAVE AND TO HOLD** the said Apartment hereby granted transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Assignee 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 Assignees and/or of the Promoter.

2.7 The assignment 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 PROMOTER**

3.1 The Promoter hereby covenants with the Assignee that it:

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

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

3.3 The Promoter hereby further covenants with the Assignee that the Promoter has received the Agreed Consideration mentioned in **Schedule-F** and acknowledges the receipt thereof in the Memo of Consideration hereunder.

3.4 On timely and regularly paying the proportionate lease rent and all the Assignee's payables and observing, performing and complying with all covenants and conditions herein contained and/or on its part to be observed, performed and/or fulfilled, the Assignee shall peacefully and quietly have and hold and enjoy the Apartment, during the remainder tenure of the Lease Deed as also its renewals, if any, without any interruption, eviction or disturbance by the Assignor or any person or persons claiming under or in trust for the Assignor

3.5 The Promoter hereby further covenant that the Assignee 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 hold the leasehold rights, hold and enjoy the said Apartment.

3.6 The Promoter hereby further covenant that post formation of the Association as per the applicable local law , the Promoter shall execute deed of assignment of the common areas in favour of the Association. It being made clear that cost and charges including stamp duty and registration for such transfer shall be borne by the Association i.e the cost shall be shared proportionately among the Apartment Acquirers.

4. **COVENANTS OF THE ASSIGNEE**

4.1 The Assignee agrees, undertakes and covenants to:

- (a) perform, observe and comply with all the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in the Agreement for Assignment (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 and/or maintenance of the said Apartment and/or relating to this Deed of Assignment without raising any objection thereto, within 15(fifteen) days of demand being made and the Promoter shall not be liable for the same under any circumstance;
- (c) regularly and punctually pay and contribute all costs and expenses for the utilities and facilities provided and/or obtained in the said Apartment and ensure that those to the other Unit Assignees are not adversely affected by any acts or defaults of the Assignee;
- (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, assignment 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 Assignees;
- (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 or any competent authority; and
- (i) pay all amounts and deposits that are payable by the Assignee under this Deed of Assignment and/or which are the liability of the Assignee under this Deed of Assignment even if the same are demanded and/or become payable subsequent to the execution of this Deed of Assignment.
- (j) pay all future betterment/development charges etc. relating to the said Apartment and/or the Common Areas.

- 4.2 The Assignee 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 Assignors /Developer 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 Assignee herein confirms that it has independently satisfied itself about the right, title and interest of the Promoter in the Property, the Plans and the constructions, including the quality and specifications thereof, the net area of the said Unit, the workmanship, the quality of materials used, the structural stability, necessary provisions have been made for the safety and security of the occupants of the Building and the completion of the Buildings, the Common Areas and the said Unit and has agreed not to raise any objection of whatsoever nature. Simultaneously with the execution and registration of this Deed, khas, vacant, peaceful, satisfactory and acceptable possession of the Apartment has been handed over by the Promoter to the Assignee, which the Assignee 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 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 Assignee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such, time, the aggrieved Assignee shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Assignee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter.

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

7. STAMP DUTY VALUE:

For the purpose of stamp duty valuation, the set forth value is Rs [_____], arrived at from the Total Price in the manner as under:

Total Price: Rs [____]

Less Extras & Deposits: Rs [____]

Less GST: Rs [____]

Set-forth value: Rs [____]

SCHEDULE A

[Description of Said Premises]

Leasehold right in ALL THAT piece and parcel of the land measuring 10117.63 square meters equivalent to 2.5 acres (150 cottah more or less), more or less, being Plot No. IIE/23 in Action Area - IIE situated on Street No. IIII and Street No. 0777 in the New Town, Kolkata, Police Station- New Town, District North 24 Parganas, being butted and bounded as follows:

ON THE NORTH	:	By Street No. IIII (73.0 M Wide)
ON THE SOUTH	:	By Street No. 0777 (30 M Wide)
ON THE EAST	:	By Plot No. IIE/17 and IIE/22
ON THE WEST	:	By Plot No. IIE/24

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

SCHEDULE B

[Vesting of title of the Said Premises]

By an Indenture of Lease dated 8 April 2014 ("**Lease Deed**") registered at the office of the Additional Registrar of Assurances II, Kolkata and recorded in Book No. I, CD Volume No. 21, Page from 669 to 699, Being No. 04467 for the year 2014, made between the West Bengal Housing Infrastructure Development Corporation Limited ("**WBHIDCO**") therein referred to as the Lessor of the One Part and M/s Vedant Fashions Private Limited, the Assignor herein and therein referred to as the Lessee of the Other Part, WBHIDCO therein in consideration of the premium and annual rent to be paid by the Lessee, granted and demised the ALL THAT piece and parcel of the land measuring 10117.63 square meters equivalent to 2.5 acres, more or less, being Plot No. IIE/23 in Action Area -IIE situated on Street No. IIII and Street No. 0777 in the New Town, Kolkata, Police Station- New Town, District North 24 Parganas (more fully described in **Schedule A** hereinunder) ("**Demised Land**") unto and in favour of the Assignor for a term of 99 years (with an option of renewal for such further period as may be agreed by WBHIDCO) and on the terms and conditions therein mentioned exclusively and wholly for establishing "Retail Market/Shopping & Office Complex" under the principal use "Business-Mercantile (Retail)

SCHEDULE C

(Said Apartment)

ALL THAT the office space no. [____] having carpet area of [____] square feet, type [____], on [____] floor in the Building ("**Office Space**") along with [____] number of garage/covered car parking space bearing nos. [____] each admeasuring [____] square metre in the [____] [**Please insert the location of the garage/covered parking**], ("**Garage**") now in course of construction on the said Demised Land **TOGETHER WITH** the proportionate share in all common areas as permissible under law

SCHEDULE D

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

SCHEDULE E

[Specifications of the Apartment]

Structure

RCC framed structure with seismic compliance as per IS code

Ground floor Lobby

Flooring	:	Vitrified Tiles
Ceiling	:	False Ceiling with lights
Lift Façade	:	Imported Marble/Granite/Tiles
Windows/ Glazing	:	Aluminum windows
Electrical	:	Modular Switches

Typical floor Lobby

Flooring	:	Vitrified Tiles
Wall	:	Paint
Ceiling	:	False Ceiling with lights
Lift Façade	:	Marble/ Granite /Glass Lacquered /tiles
Windows/ Glazing	:	Aluminum Windows
Electrical	:	Modular Switches

Offices

Flooring	:	Vitrified Tiles
Wall	:	Putty with single coat primer
Main door	:	Rolling Shutter
Windows/Glazing	:	Aluminum windows
Electrical	:	Modular Switches
Plumbing	:	Tap-off points for drinking water, wash for selected offices

Showrooms

Flooring	:	Vitrified tiles
Wall	:	Putty with single coat primer
Windows/ Glazing	:	Aluminum windows
Electrical	:	Modular switches

Toilets

Flooring	:	Anti skid Tiles
Wall	:	Ceramic tiles up to false ceiling level

Ceiling : False Ceiling
Door : Flush Door with Sal Wood frames and architrave
Windows/ Glazing : Aluminum windows with exhaust fans
Electrical : Modular switches

SCHEDULE F

[Agreed Consideration]

1.1 The Total Consideration of Apartment is Rs. _____ (Rupees _____) only ("Total Consideration of Apartment").

Tower No. _____	Rate of Apartment per square foot
Apartment No. _____	of carpet area : Rs. _____/-
Type ___ BHK	
Floor _____	
Cost of apartment	Rs. _____/-
Proportionate cost of common areas & external walls	Rs. _____/-
Preferential Location Charges	Rs. _____/-
Covered (_____) Parking –	Rs. _____/-
Consideration for the Apartment	Rs. _____/-

1.2 The Total Extras and deposits in respect of Apartment is Rs. _____/- (Rupees _____) only ("Total Extras and Deposits").

Extras and Deposits :

Advance Maintenance Charges- This amount is Rs. _____/- payable against 12 months advance maintenance charges for the said Apartment

Sinking Fund- This amount is payable as funds for Rs. _____/- future repairs replacement, improvements and developments in the said Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes as the

Promoter or the Association deem fit and proper.

Rs. _____/-

Transformer Charges & Electricity Charges- This amount is payable for the said Apartment as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Developer in making arrangement with WBSEDC Ltd. or any other Authority for providing and installing transformer at the said Project.

Provided the Allottee shall pay the Deposit to West Bengal State Electricity Board directly on account of Individual Meter.

Legal and Documentation Charges

Rs. _____/-

Association Formation Charges

Rs. _____/-

Rs. _____/-

Diesel Generator Power Backup- This amount is payable for the installation of Diesel Generator ("DG") for power backup to run the basic facilities in the Project.

The maximum load that will be provided for ____ Apartment – ____ KW / ____ Apartment – ____ KW,

VRV Air Conditioning Charges

Rs. _____/-

Property tax deposit- This amount is payable against proportionate share of Property Tax for the said Apartment for twelve months.

Rs. _____/-

Transfer / Assignment Fees For HIDCO, If Applicable (T/A Fees)

On Actuals

Total Extras and Deposits (in Rupees)

Rs. _____/- + T/A Fees

1.3 The Total GST in respect of Apartment is Rs. _____/- (Rupees _____) only ("Total GST").

- 1.4 The Total Consideration of the said Apartment, Total Extras and Deposits and Total GST as mentioned in Clause 1.1, 1.2 and 1.3 hereinabove, are hereinafter collectively referred to as the "said Total Price of the Apartment". The Total Price of the Apartment does not include the lease transfer charges that the WBHIDCO may impose. As and when the same is communicated to the Promoter by WBHIDCO, the Promoter shall communicate the same to the Allottee and the Total Price shall stand increased to the extent of the lease transfer charges so imposed by WBHIDCO

SCHEDULE – G
(Common Areas)

1. Lifts, Lift room, lift shafts, 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. Toilets, bathrooms and fittings and fixtures
9. Wiring, meter for lighting for 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. Tube wells and its installations
16. Water Filtration Plant and its installations
17. Drains
18. Sewers
19. 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
20. Recreational Area, if any.
21. Underground water reservoir
22. Building Maintenance stores
23. Caretaker room
24. Demised Land

SCHEDULE – H
(Common Expenses)

1. Lease rent payable in respect of the Demised Land.

2. 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.
3. 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.
4. 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.
5. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the drive way when necessary.
6. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
7. Paying such workers as may be necessary in connection with the upkeep of the property.
8. Insuring any risks.
9. Cleaning as necessary the external walls and windows (not forming part of any Office Space) 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.
10. Cleaning as necessary of the areas forming part of the Project.
11. 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.
12. Maintaining and operating the lifts.
13. Providing and arranging for the emptying receptacles for rubbish.
14. 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 allottee(s) / occupiers of the Project.
15. 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 allottee/occupier of Project.
16. 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.

17. 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.
18. 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.
19. 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.
20. 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.
21. The provision for maintenance and renewal of any other equipment including mechanical car parking and the provision of any other service.
22. 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.
23. 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.
24. The Allottee (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 Allottee(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 Allottee 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 Allottee(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 Assignee (s) to be enjoyed along with other co-occupiers.

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

SCHEDULE-J

(Assignee's Covenants)

Part-I

(Specific Covenants)

The Assignee 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 Promoter, Maintenance Agency and their respective men, agents and workmen to enter into the said Unit for the Common Purposes with prior reasonable notice except in case of emergency/urgency Provided however that such right of the Promoter shall come to an end after handing over of maintenance of the Project to the Association;
- b) Permit the Promoter to put up neon signs /sign board of the on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas free of cost and the Allottee(s) hereby consents and waives all rights to enable the Promoter to put up such neon sign, and agrees not to raise any objection or claim whatsoever. The Promoter shall be entitled to use the lifts, 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 Assignees and occupants of the Building;
- f) keep the said Unit and partition walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the Building and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Units /parts of the Building;
- g) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Unit or the Common Portions for the purpose of fixing, changing or repairing the concealed wiring and pipelines and/or air-conditioners or otherwise;
- h) maintain and/or remain responsible for the structural stability of the said Unit and not to do anything which has the effect of affecting the structural stability of the Building;

- i) use and enjoy the spaces comprised in the Common Portions for the Common Purposes;
- j) to pay charges for electricity in relation to the said Unit wholly.
- k)
 - (i) In the event if the unit is booked prior to obtaining of completion certificate the buyer shall bear and pay from the date of the Completion Certificate, the Common Expenses, common portion electricity charges and all costs, expenses and other outgoings in respect of the Premises proportionately and the said Unit wholly;
 - (ii) In the event if the Unit is booked after obtaining of completion certificate, the buyer shall bear and pay, the Common Expenses, common portion electricity charges and all costs, expenses and other outgoings in respect of the Premises proportionately and the said Unit Unit wholly on completion of 15(Fifteen) days from the date of booking.
- l)
 - (i) In the event if the Unit is booked prior to obtaining of completion certificate the buyer shall pay from the date of issue of the Completion Certificate, the Municipal Corporation Taxes and all other rates, taxes, levies, duties, charges, impositions outgoings and expenses (including water charges & taxes, if any) in respect of the Building and the Premises proportionately and the said Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Unit until the same is assessed separately by the Municipal Corporation;
 - (ii) In the event if the Unit is booked after obtaining of completion certificate, the buyer, shall pay the Municipal Corporation Taxes and all other rates, taxes, levies, duties, charges, impositions outgoings and expenses (including water charges & taxes, if any) in respect of the Building and the Premises proportionately and the said Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Unit Unit until the same is assessed separately by the Municipal Corporation on completion of 15(Fifteen) days from the date of booking.
- m) pay for other utilities consumed in or relating to the said Unit;

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

2. The Assignee 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 Assignee to put a decent nameplate on the outface of the main door of the said Unit;
- d) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Unit or any portion thereof;
- e) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Unit or any part of the Building or the Premises or may cause any increase in the premium payable in respect thereof;
- f) not to make or permit or play any disturbing noises or loud sounds or music in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers and/or disturb them;

- g) not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc;
- h) not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency;
- i) not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs lounge or any external walls or the fences of external doors and windows including grills/gates of the said Unit which in the opinion of the Maintenance Agency differs from the colour Scheme of the building or deviation or which in the opinion of the Promoter may affect the elevation in respect of the exterior walls of the Premises;
- j) not to decorate the exterior of the Building otherwise than in the manner agreed by the Maintenance Agency in writing or in the manner as near as may be in which it was previously decorated;
- k) not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Building and to deposit the same in such place only in the Premises and at such time and in such manner as the Maintenance Agency may direct;
- l) not to store or allow anyone to store any goods articles or things in or around the staircase lobby landings or other common areas or installations of the Building;
- m) not to store in the said Unit or any part of the Premises any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the Premises or any part thereof and/or the Premises and/or any neighbouring property to any risk of fire or any accident;
- n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Building;
- o) not to claim any exclusive right over and/or in respect of the roof or any open land at the Premises or any other open or covered areas of the Building and the Premises meant to be a common area or portion;

- p) not to shift or obstruct any windows or lights in the said Unit or the Building and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Unit without the prior consent in writing of the Maintenance Agency;
- q) not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Portions in any manner whatsoever;
- r) not to park or allow anyone to park any car at any place other than the space earmarked for parking cars of the Assignee ;
- 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 assigned to any other Unit Assignees of the Building;
- t) not to use the said Unit for any purpose save and except for office purpose and not to use the said Unit for any commercial , business or professional purpose including without limitation, as a doctor's chamber, diagnostic or testing unit, nursing home, computer or educational training centre, repairing centre, commercial guest house, Club House, Eatery boarding house, lodge, business centre, etc. or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Building or occupy any pathway, passages, corridor or lobby in any manner whatsoever;
- u) not to do any addition, alteration, structural changes, construction or demolition in the said Unit without prior written permission from the Municipal Corporation and other concerned authorities as also the Association and also subject to the condition that the same is not restricted under any other provision of this Deed;
- v) not to raise or put up any kutchra or pucca constructions, grills, walls or enclosure of any kind around the said Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;

- w) not to make any claim of any nature whatsoever with regard to the Premises besides the said Unit transferred hereby and the common enjoyment of the Common Portions;
- x) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the building or shall anything be projected out of any window of the Premises;
- y) not to keep or harbour any bird or animal in the Common Portions of the Premises and NOT to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said residential complex
- z) not to make claim of any right of pre-emption or otherwise regarding any of the other Units or any portion of the Building and/or the Premises;
- aa) not to subdivide the said Unit and/or the said Parking Space, if allotted, or any portion thereof;
- ab) not to attach or hang from the exterior of the Building on any side any radio or television aerial or TV /Satellite Dish Antenna;
- ac) not to interfere with the common use and enjoyment of the Common Portions by the Promoter or the other Unit Assignees;
- ad) not to install any loose, hanging or exposed wires or cables anywhere outside the said Unit;
- ae) not to interfere with, obstruct or hinder the rights of the Promoter regarding the roofs including the transfer of such rights and entitlements along and/or not to do anything that may be contrary to the provisions of this Deed;
- af) not to carry on or permit to be carried on at the said Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Unit Assignees/occupiers of the said Premises and/or the neighbourhood;

- ag) not to use the said Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Promoter to any liability under environmental laws;
 - ah) not to install air conditioners anywhere in the said Unit save and except the places which have been specified for such installations; and
 - ai) not to install grills which have not been approved by the Maintenance Agency.
3. The stamp duty, registration fees and incidental expenses in respect of this Deed of Assignment are being paid and borne by the Assignee . The Goods and Service Tax payable in respect of the Agreed Consideration mentioned in this Deed as also the other amounts and/or Deposits that have been paid and/or are payable by the Assignee, shall be borne and paid by and be the sole liability of the Assignee who agrees and undertakes to make payment of the same even if the same are found payable and/or demanded in future. The Assignee hereby indemnifies the Promoter fully regarding the above.
4. The Building constructed at the Premises has been named as “ _____ ” . The Assignee and/or the Unit Assignees 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 Assignors and the Promoter.
5. The Assignee shall have no connection whatsoever with the other Unit Assignees and there shall be no privity of contract or any agreement or arrangement as amongst the Assignee and the other Unit Assignees (either express or implied) and the Assignee shall be responsible to the Promoter for fulfillment of the Assignee’s obligations irrespective of non-compliance by any other Unit Assignees.
6. The Assignee 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 assigned or transferred in divided or demarcated parts by the Assignee. In case of assignment 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 Assignee shall not be in any manner inconsistent with this Deed of Assignment and the covenants contained herein shall run with the land and/or transfer. The person(s) to whom the Assignee 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 Assignee by law and/or by virtue of this Deed of Assignment.
 - 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 Assignee 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 Assignee shall not claim any partition of the land comprised in the Premises.
 - 8. The Assignee 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 Assignees and/or the Promoter.
 - 9. The Assignee shall be responsible for and shall keep the Promoter and/or the Maintenance Agency and/or the Association indemnified of from and against all damages claims demands costs charges and expenses and proceedings occasioned relating to the Premises or any part of the Building or to any person due to any negligence or any act deed or thing made done or occasioned by the Assignee and shall be responsible for and shall keep the Promoter indemnified also against all actions claims proceedings costs expenses and demands made against or suffered by the Promoter as a result of any act, omission or negligence of the Assignee or the servants agents licensees or invitees of the Assignee and/or any breach or non-observance by the Assignee of any of the terms, conditions, covenants contained in this Schedule or elsewhere in this Deed.
 - 10. The Assignee 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, assignment, transfer, etc. of the Building or any portion (other than the said Unit Unit) thereof by the Promoter

Part - II

(Maintenance)

1. The Premises, the Building and the Common Portions shall be managed and maintained by the Maintenance Agency.
2. The Assignee 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 Assignees and will work on the basis of advance payments and/or reimbursements of all costs and outgoings for common purposes, including establishment costs and costs of its formation and/or operations and requirements for doing and/or making provisions for repairs painting replacements and renovations and for unforeseen eventualities.
4. The Maintenance Agency shall collect and pay all rates, taxes and outgoings, including for insurance for the Building and the Premises, which are not separately charged or assessed or levied on the Unit Assignees .
5. The Assignee 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 Assignee 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 assignment, 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 Assignee in respect of any item of expense, taxes, dues, levies or outgoings payable by the Assignee shall be done by the Maintenance Agency whose decision shall be final and binding on the Assignee and the Assignee 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 Assignee 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 Assignee after giving 1 (one) month notice in writing.
9. The Assignee shall co-operate with the other Unit Assignees, and the Maintenance Agency in the management and maintenance of the Premises and shall observe and comply with such covenants as be deemed reasonable by the Maintenance Agency for the Common Purposes.
10. All rights and entitlements of the Maintenance Agency shall be the rights and entitlements of the Developer until the Association is formed and starts functioning effectively and till that time the Developer shall maintain the Building and collect all funds, deposits, charges and expenses including the Maintenance Charges, Common Expenses, Deposits/Advances for Fund, Deposits/Advances for Maintenance Charges and Deposits/Advances for Municipal Corporation Taxes.

Part - III

(Association)

1. After handing over possession of all the Flat Units in the Building, the Promoter, shall take steps for formation of the Association in consultation with all the Unit Assignees for the maintenance and management of the Common Portions described in **Schedule-G**, the Building and other areas at the Premises. The maintenance of the Building shall be made over to the Association by the Maintenance Agency and upon such making over, the Association shall be responsible for the maintenance of the Building and the Premises. The Maintenance Agency shall make payment of the expenses relating to the period prior to the handing over of maintenance to the Association. The Maintenance Agency shall hand over all deposits lying with it after deduction/ adjustment of all dues, to the Association for smooth running. Such Association may be an association, syndicate, committee, body, society, company or an entity as the Promoter may decide. The Assignee shall, within 15 days from receiving a request from the Promoter, become a member of the Association formed or to be formed at the instance of the Promoter.
2. All papers and documents relating to the formation of the Association shall be prepared and finalised by, Solicitor & Advocates of the Promoter and the Assignee hereby consents to accept and sign the same and to assist the Promoter in all respects in formation of the Association.

3. The employees of the Maintenance Agency for the common purposes such as watchmen, security staff, caretaker, liftmen, sweepers etc. may be employed and/or absorbed in the employment of the Association if the Association agrees for same and there will be no binding on the Association to absorb them. It is however made clear that all past dues of such employees relating to the period upto the date of the Completion Certificate shall be paid by the Promoter without any liability of the Assignee 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 Assignees. 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 Assignee and all Unit Assignees 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 Assignees without the participation of all Unit Assignees shall not be entitled to be recognised by the Promoter and shall not have any right to represent the Unit Assignees 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 Assignees proportionately and all its decisions shall be by majority of votes according to proportionate interest, and not number of members. The Unit Assignees (including the Assignee) 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 Agreement for Assignment of flats and the Deeds of Assignment executed by the Promoter in favour of the Unit Assignees.
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 Assignment executed by the Promoter in favour of the Unit Assignees.

9. All the Unit Assignees 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 Assignees or for the mutual benefit of the Unit Assignees subject to the condition that no change, alteration, addition, amendment or modification shall be valid if it is contrary to or in violation of any of the terms and conditions contained in the several Agreement for Assignment and/or the Deeds of Assignment executed by the Promoter in favour of the Unit Assignees.
9. The Association shall, upon its formation, be entitled to all the rights with regard to the Common Portions/Purposes.
11. From the date of handing over of maintenance to the Association, the Promoter shall not have any responsibility whatsoever regarding the Building and the Premises and/or any maintenance, security, safety or operations including relating to fire-fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, installations, meters and connection, etc. and/or for any statutory compliances, permissions and licenses regarding the Building and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Unit Assignees including the Assignee 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 Assignees including the Assignee and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire licence, etc. and the Promoter shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of handing over of maintenance, none of the Promoter and/or their directors, employees or agents shall have any liability or responsibility whatsoever under any circumstance.

Part –IV

(Mutation, taxes and impositions)

1. The Assignee shall apply for and obtain within six months from the date thereof, mutation, separation and/or apportionment of the said Unit in his own name without in any way making or keeping the Promoter liable and/or responsible in this regard on any account whatsoever. The Promoter shall fully co-operate with the Assignee in this regard and shall sign all necessary papers including no objection, consent etc., if and when required.

2. In case of default, the Promoter or the Maintenance Agency, as the case may be, will be entitled to get the said Flat Unit mutated and apportioned in the name of the Assignee and in such an event be further entitled to recover all costs, charges and expenses, including professional fees therefor from the Assignee. All such amounts shall be paid and/or be payable by the Assignee within 15(fifteen) days of being called upon to do so. In the event of failure to do so, the Assignee shall be liable to pay interest on the unpaid amount at the rate of 12(twelve) per cent per annum with quarterly rests.
3. Until such time as the said Flat Unit be separately assessed and/or mutated, all rates, taxes, outgoings and/or impositions levied on the Premises and/or the Building (**Impositions**) shall be proportionately borne by the Assignee.
4. Besides the amount of the Impositions, the Assignee 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 Assignee 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 Assignee thereof from the Assignee .

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 Assignors at ...

in the presence of :

SIGNED AND DELIVERED by the Promoter at ...

in the presence of :

SIGNED AND DELIVERED by the **ASSIGNEE** at

in the presence of :

RECEIVED of and from the within-named Assignee the within-mentioned sum of Rs. _____/- (Rupees _____ only) being full Total price for assignment of the said Apartment payable to the Promoter under these presents as per the following –

Memo of Consideration

SET OUT	Rs. _____/-

(Rupees _____ only)

[_____]
Promoter

Witnesses: