

DEED OF CONVEYANCE

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

BY AND AMONG:

EMPORIS PROPERTIES PVT. LTD., (CIN : U45400WB2012PTC182718), (PAN : AADCE0793Q) a company under the provisions of the Companies Act 2013 having its registered office situated at No.16A, Brabourne Road, 5th floor, P.S. Hare Street, Kolkata - 700001 hereinafter referred to as the “**Owners**” (which term or expression shall unless excluded by or repugnant to the subject or context mean and include each one of them and each of their respective successor or successors in interest and permitted assigns) and represented by its Director MR. PRATIK CHORARIA(PAN : AGZPC0412D),son of Sri Prakash Chandra Choraria working for gain at 16A, Brabourne Road, 5th Floor, P.S. - Hare Street, Kolkata – 700001,, having Aadhar No. [] authorized vide board resolution/letter of authorization dated [] of the **FIRST PART**;

AND

[PS GROUP REALTY PRIVATE LIMITED], a company incorporated under the Companies Act, 1956 and having its registered office at [1002 EM Bypass Front Block], P.O – [Dhapa], P.S – [Pragati Maidan], Kolkata – [700105], having Income Tax Permanent Account No. [AABCP5390E], represented by its authorized representative SRI GAURAV DUGAR ,son of Sri Surendra Kumar Dugar , residing at [2B, Dover Road,], P.O [Ballygunge], P.S [Ballygunge], Kolkata [700019], having Aadhar No. [] authorized vide board resolution/letter of authorization dated [] (hereinafter referred to as the “**Promoter**”, which expression shall unless repugnant to the context or meaning thereof mean and include its successor or successors in interest and assigns) of the **SECOND PART**;

AND

Mr [], son of [], PAN No: [], AAADHAR No: [] and **Mrs** [], wife of [], PAN No: [], AAADHAR No: [], both residing at [], (hereinafter collectively referred to as the “**Purchaser**”, which expression shall unless repugnant to the context or meaning thereof mean and include his/her/their heirs, representatives, successors-in-interest, executors and/or permitted assigns) of the **THIRD PART**.

[OR]

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

[OR]

[] [PAN: []], a partnership firm established under the Indian Partnership Act, 1932 and having its office at [] P.O [] P.S [] and represented by its authorised partner [] [PAN: []], [AAADHAR No: []], son of [] and residing at [] P.S [] P.O [], (hereinafter referred to as the “**Purchaser**”, which expression shall unless repugnant to the context or meaning thereof

mean and include the partners of the firm for the time being and their successors and permitted assigns) of the **THIRD PART**.

[OR]

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

[OR]

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

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

WHEREAS:

- A. The Owners are the owners of their respective pieces of land comprised in all that piece and parcel of land admeasuring more or less [] (more fully and particularly described in **Schedule A** hereunder written and hereinafter referred to as the "**Said Premises**"). The vesting of the ownership of the Said Premises in favour of the Owners is more particularly detailed in **Schedule B** hereunder.
- B. The Owners desired to develop Said Premises comprising of residential segment and for that purpose had approached with the proposal of development of the Said Premises wherein the Owners would allow, permit and that the Promoter would have all right power and authority to develop the Said Premises at its own cost and expenses.
- C. Pursuant to the above, by a registered Development Agreement dated [17th September, 2013] ("**Development Agreement**") executed between the Owners and [Promoter] and registered at the office of the [District Sub-Registrar – III, at Alipore, South 24-Parganas] in Book No. [I], CD Volume No.16, pages 7119 to 7153, being No.08324 for the year 2013, the Owners granted to [Promoter] the right to develop Said Premises comprising of residential segment. Pursuant to the said Development Agreement, a separate registered Power of Attorney dated [20/03/2018] was also executed accordingly by the Owners in favour of PS Group Realty Pvt. Ltd., Mr. Gaurav Dugar and Mr. Saurav Dugar and was registered at the office of the [DSR-III], in Book No. [I], Volume No. [1603-2018], Pages [33514] to [33536], Being No. [160301187] for the year [2018].

- D. In pursuance of the said Development Agreement, the Promoter has caused a map or plan being No. 2017070061 dated 24th July, 2017 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 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 “**JIVA HOMES**” (“**Project**”)
- E. By a Supplementary Development Agreement dated 20th March, 2018 executed between the Vendor/Owner and the Developer/Promoter and registered at the office of the District Sub-Registrar-III, South 24-Parganas, in Book No. I, Volume No.2018 -2016, Pages 33479 to 33513, Being No.160301186 for the year 2018 the allocation of the Vendor/Owner and Developer/Promoter was further modified and the final allocation of the constructed areas was recorded between the parties thereto and the said Development Agreement dated 17th September, 2013, Deed of Declaration dated 23rd May, 2016 and Agreement dated 14th June, 2017 and Supplementary Development Agreement dated 20th March 2018 are hereinafter collectively referred to as “the Development Agreements”.
- E. The Purchaser, being desirous of purchasing an 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 and Exclusive Balcony/Verandah/Open Terrace Area Or “EBVT Area”, if any, having area of [] square feet aggregating to Net Area of [] square feet:

AREA	Sq.Ft
Carpet Area of Unit	
EBVT Area	
Net Area= (Carpet Area of Unit + EBVT Area)	

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**”).

- F. The Promoter has represented to the Purchaser that the Total Price consisted of the price of the Apartment, the price of the Garage, the price of the EBVT Area, 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

- G. Subsequently an agreement to sale dated [___] (“**ATS**”) was executed and registered at the office of [___], in Book No [___], Volume No. [___], Pages [___] to [___], Being No [___] for the year [___] among the Owners, the Promoter and the Purchaser whereby the Promoter 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.
- H. The Purchaser 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 Purchaser about its intention of executing this Deed.
- J. The Purchaser has now approached the Promoter for execution of this Deed which the Promoter has agreed.

NOW, THEREFORE, IT IS WITNESSETH THAT:

1. DEFINITIONS

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

“**Agreed Consideration**” shall mean Total Price as mentioned in Recital F above and morefully described in **Schedule F** hereto paid by the Purchaser 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 Owners including the Purchaser;

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

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

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

2. CONVEYANCE AND TRANSFER

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

(A) hereby sells conveys and/or transfers, absolutely and forever, to the Purchaser the Said Unit no. [] having carpet area of [] square feet and Exclusive Balcony/Verandah/Open Terrace Area Or “EBVT Area”, if any, having area of [] square feet aggregating to Net 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 Owners, hereby grants a perpetual and non-exclusive:

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

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

2.2 The term ‘**the said Apartment**’ wherever used in this Deed shall include all the properties and rights mentioned in Clause 2.1 hereinabove which are being hereby sold and/or granted, unless contrary to the context and it is expressly made clear that the same constitute one residential unit.

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

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

created for any reason, directly or indirectly, any obstruction or hindrance whatsoever regarding the same.

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

3. **COVENANTS OF THE PROMOTER**

- 3.1 The Promoter 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 Promoter hereby covenants with the Purchaser that the Promoter is lawfully entitled to develop the Project and to transfer its rights in respect of the said Apartment.
- 3.3 The Promoter hereby further covenants with the Purchaser 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 The Promoter hereby further covenant that the Purchaser shall, subject to observing, performing and complying with the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including, **Schedule I** and **Schedule J**, peaceably own, hold and enjoy the said Apartment.
- 3.5 The Promoter hereby further covenant that post formation of the Association as per the applicable local law , the Promoter shall execute conveyance of the common areas in favour of the Association. It being made clear that cost and charges including stamp duty and registration for such conveyance shall be borne by the Association i.e the cost shall be shared proportionately among the Apartment Acquirers.

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 Promoter shall not be liable for the same under any circumstance;
- (c) regularly and punctually pay and contribute all costs and expenses for the utilities and facilities provided and/or obtained in the said Apartment and ensure that those to the other Unit Owners are not adversely affected by any acts or defaults of the Purchaser;
- (d) not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the transfer, sale or disposal of any other unit or apartment in the Project;
- (e) not 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; 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 Owners/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 Purchaser herein confirms that it has independently satisfied itself about the right, title and interest of the Promoter in the Property, the Plans and the constructions, including the quality and specifications thereof, the net area of the said Unit, the workmanship, the quality of materials used, the structural stability, necessary provisions have been made for the safety and security of the occupants of the Building and the completion of the Buildings, the Common Areas and the said Unit and has agreed not to raise any objection of whatsoever nature. Simultaneously with the execution and registration of this Deed, khas, vacant, peaceful, satisfactory and acceptable possession of the Apartment has been handed over by the Promoter 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 Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Purchaser from the date of handing over possession, it shall be the duty of the 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 Purchaser 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 Purchaser (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter.

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Purchaser, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the 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]

ALL THAT piece and parcel of land containing by admeasurement an area of 11 Bighas 9 Cottahs 12 Chittacks 38 Square feet together with the messuages, tenements hereditamens, buildings, sheds, godowns outhouses situate lying at and being premises no. 6, Pagladanga Road, Police Station – Tangra, Kolkata – 700015 registration office Sub-District Sealdah in the District of 24 Parganas (South) and butted and bounded as follows :-

ON THE NORTH : By Pagladanga Road;

ON THE SOUTH : Partly by Pagladanga Road and partly by the Land
vested in the Government of West Bengal;

ON THE EAST : Partly by Pagladanga Road and partly by the Land
vested in the Government of West Bengal ;

ON THE WEST : Partly by Premises No. 5 Pagladanga Road and partly
by the Land vested in the Government of West

Bengal;

SCHEDULE B

[Vesting of title of the Said Premises]

- A. By a Deed of Conveyance dated 27th day of August, 1960 registered in the Office of the Sub-Registrar of Sealdah District 24 Parganas in Book No. I, Volume No. 49, Pages 45 to 52, Being No. 2065 for the year 1960 and made between Smt. Juthika Das and Ors. therein described as the Vendors of the First Part and Rai Satyendra Kumar Das Bahadur & ano, therein described as the Confirming Parties of the Second Part and Amal Prokash Sur, Parimal Sur and Shyamal Sur therein jointly described as the Allottees of the Third Part, the said Smt. Juthika Das & Ors. sold, transferred, conveyed by way of sale assigned and assured All those several messuages tenements hereditaments and premises together with piece and parcel of revenue free land containing by measurement an area of 14 Bighas 7 Cottahs 11 Chittacks and 40 sq. ft. be the same a little more or less situate lying at and being Premises No. 6 and 7, Pagladanga Road in the Suburbs of the town of Calcutta more particularly described in Part- I and Part – II of the Schedule thereunder written unto and in favour of the said Amal Prokash Sur & Ors. free from all encumbrances at or for the consideration and on the terms and conditions therein mentioned.
- B. By virtue of the said part recited registered Deed of Conveyance dated 27th day of August, 1960 the said Amal Prokash Sur, Parimal Sur and Shyamal Sur became absolutely seised and possessed of and/or otherwise well and sufficiently entitled to in free simple in possession of All those several messuages tenements hereditaments and premises together with piece and parcel of revenue free land containing by measurement an area of

14 Bighas 7 Cottahs 11 Chittacks and 40 sq. ft. be the same a little more or less situate lying at and being Premises No. 6 and 7, Pagladanga Road in the Suburbs of the town of Calcutta more particularly described in Part- I and Part – II of the Schedule thereunder written unto and in favour of the said Amal Prokash Sur & Ors. free from all encumbrances whatsoever and the said Amal Prokash Sur & Ors. duly mutated their names as absolute owners in respect thereof in the Records of the then Calcutta Corporation.

- C. By virtue of Deed of Lease dated 12th March, 1962 registered at the office of Alipore District Registration Office in Book No. I, Volume No. 12, Pages 247 to 248, Being No. 837 for the year 1962 the said Amal Prokash Sur & Ors. granted and demised a portion of the said Municipal Premises No. 6 and 7, Pagladanga Road, being All That demarcated plot of revenue free land hereditaments and premises containing by admeasurement an area of 5 Bighas, 18 Cottahs and 12 Chittacks together with brick built structures and boundary walls built up thereon within the Municipal Limits of Corporation of Calcutta hereinafter referred to as the “demised premises” unto and in favour of Sur Industries Pvt. Ltd. for a term of 21 years with right to construct sheds and structures thereon and for using the same for its own purpose.
- D. By virtue of the said registered Deed of Lease dated 12th March, 1962 the said Lessee namely Sur Industries Limited had built buildings, tin sheds, godowns, outhouses, boundary walls and various structures at the said demised premises and installed electrical installation therein.
- E. In or about the month of March, 1964 the said Amal Prokash Sur and Ors. duly applied before the appropriate authorities of the then Corporation of Calcutta for amalgamation of the said premises no. 7, Pagladanga Road, Calcutta with premises no. 7, Pagladanga Road, Calcutta and the said two premises no. 6 and 7, Pagladanga Road, were amalgamated in the Municipal records of the Calcutta Corporation and the said amalgamated premises was numbered and assessed as Premises No. 6, Pagladanga Road, Kolkata – 700015 hereinafter referred to as the said Premises.
- F. By a registered Deed of Surrender dated 16th December, 1968 registered in the office of the Sub-Registrar in Book No. I, Volume No. 49, Pages 135 to 138, Being No. 1964 for the year 1968 the said Sur Industries Pvt. Ltd. duly surrendered and yielded up the said demised premises together with all structures thereon unto and to the use of the Lessors, being the said Amal Prokash Sur and Ors. with intent and purpose that the term of 21 years granted by the said Deed of Lease in respect of the said demised premises shall cease and come to an end and be forever extinguished in the reversion to the Lessors with all structures and boundary walls.
- G. By virtue of an agreement for tenancy dated 29th July, 1975 Amal Prokash Sur & others granted a monthly tenancy in respect of the said Premises unto and in favor of Sur Industries Pvt. Ltd, at an agreed monthly rent and on the terms and conditions therein mentioned.
- H. Subsequently the said Sur Industries Pvt. Ltd. by consent of the said Amal Prokash Sur and Ors. as Landlords inducted and sub-letted a part of the said tenanted portion to West Bengal State Leather Industries Development Corporation Ltd. a small scale Industry Unit of Government of West Bengal on monthly rental basis hereinafter referred to as the said “Sub-let Portion”.

- I. On or about 20th May 1977 Government of West Bengal through Land Acquisition collector requisitioned some portions of shed adjacent to the said Sub-Let portion under possession of the said West Bengal State Leather Industries Development Corporation Ltd (hereinafter referred to as W.B.S.L.I.D.C. Ltd.) and a portion of an adjacent vacant land including tank and issued possession certificate dated 20th May, 1977 to the said Amal Prokash Sur & Others.
- J. Since the requisition of the portion of the said premises in question expired 25 years of requisitioned period on 17th May, 2002, the said Land Acquisition Collector Calcutta Government of West Bengal in terms of Section 10A & 10B of West Bengal Premises Requisition and Control (Temporary Provision) Act, 1947 (Act V of 1947) issued a notice dated 2nd February, 2005 whereby it revoked the said requisition and restored vacant possession of the requisitioned premises to the said Amal Prokash Sur and Ors. and the said requisitioned premises was handed over to the said Amal Prokash Sur and Ors. on 31st August, 2009.
- K. The Competent Authority of Calcutta under the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 published a notice in the Calcutta Gazette dated 20th February, 2001 for acquisition of about 2 Bighas 11 Cottahs 12 Chittacks 36 sq. ft. of land of the said Premises declaring the same as the excess vacant land under the provisions of the Urban Land (Ceiling and Regulation Act, 1976) owned and possessed by the said Amal Prokash Sur and Ors. at the said Premises no.6 Pagladanga Road, Kolkata.
- L. By a further notice dated 21st February, 2003 the Authority under Urban Land (Ceiling and Regulation) Act, 1976 demanded possession of the said excess vacant land measuring an aggregate area of about 2 Bighas 11 Cottahs 12 Chittacks and 36 sq. ft. of land out of the said total areas of land held by the said Amal Prokash Sur and Ors. at the said Premises No. 6, Pagladanga Road, Kolkata and in pursuance of the said notice on or about 12th August, 2003 the said Amal Prokash Sur and Ors. issued three possession certificate for the said aggregate area of 2 Bighas 11 Cottahs 12 Chittacks 36 sq. ft. (3465.57 sq. mtrs.) of excess vacant land in favour of Calcutta Improvement Trust as directed by the Competent Authority and the said excess vacant land hereinafter referred to as the "vested land".
- M. After vesting of the said vacant land of about 2 Bighas 11 Cottahs 12 Chittacks 36 sq. ft. the said Amal Prokash Sur and Ors. remained the absolute owners of the balance area of the land measuring 11 Bighas 15 Cottahs 15 Chittacks and 4 sq. ft. together with building structures, tin sheds, messuages tenements and hereditaments stadding thereon comprised of the premises no. 6, Pagladanga Road, Kolkata – 700 015.
- N. By virtue of the aforesaid the said Amal Prokash Sur and Ors. became absolutely seised and possessed of or otherwise well and sufficiently entitled to in fee simple possession of All that several messuages, tenements hereditaments buildings, sheds, godowns, outhouses and various structures together with the piece and pancel of land containing by admeasurement an area of 11 Bighas 15 Cottahs 15 Chittacks and 4 sq. ft. be the same a little more less known and numbered as premises no. 6, Pagladanga Road in the suburbs of the town of Kolkata – 700 015 hereinafter referred to as the said premises free from all encumbrances whatsoever subject to however tenancy of the said Sur Industries Pvt. Ltd. and a portion thereof is under the occupation of their sub-tenant the West Bengal State Leather Industries Development Corporation Ltd.

- O. The said Sur Industries Pvt. Ltd. surrendered its tenancy right in respect of the said Premises together with buildings, sheds, godowns outhouses and various structures alongwith Electrical installation in the said Premises to the said Amal Prokash Sur and Ors. subject to however occupation of a portion of the said Premises by the West Bengal State Leather Industries Development Corporation Ltd.
- P. By virtue of a Deed of Conveyance dated 29th day of September, 2012 registered at the office of Additional Registrar of Assurances – I Kolkata in Book No. I, CD Volume No. 19, pages 7483 to 7506, Being No. 09285 for the year 2012 the said Amal Prokash Sur and Ors. sold transferred conveyed assured and assigned unto and in favour of Emporis Properties Pvt. Ltd. All That piece and parcel of land containing by admmeasurement an area of 11 Bighas 15 Cottahs 15 Chittacks and 4 sq. ft. be the same a little more or less together with the messuages, tenements hereditamens, buildings, sheds, godowns outhouses and various structures standing thereon being premises no. 6, Pagladanga Road in the suburbs of the town of Kolkata morefully and particularly described in the First Schedule hereunder written at or for a consideration and on the terms and conditions stated therein subject to howsoever occupation of a portion of the said Premises by the said West Bengal State Leather Industries Development Corporation Ltd.
- Q. That the said West Bengal State Leather Industries Development Corporation Ltd. vide its letter dated 11th day of February,. 2013 surrendered, quit and disclaimed their right title and interest in respect of their entire rented sub-let portion of the Premises no.6, Pagladanga Road, Kolkata – 700 015 and handed over vacant and peaceful possession thereof with effect from 11th day of February, 2013 unto and in favour of the Owner /Vendor herein.
- R. In view of the said part recited registered Deed of Conveyance dated 29th day of September, 2012 the Owner/Vendor is absolutely seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of All That piece and parcel of land containing by admmeasurement an area of 11 Bighas 15 Cottahs 15 Chittacks and 4 sq. ft. be the same a little more or less together with the messuages, tenements hereditamens, buildings, sheds, godowns outhouses and various structures standing thereon measuring 41,000 sq. ft. situate lying at and being premises no. 6, Pagladanga Road, Police Station – Tangra, Kolkata – 700015 registration office Sub-District Sealdah in the District of 24-Parganas (South) hereinafter referred to as the said Premises.
- S. In order to develop the said Premises the Vendor/Owner herein applied before competent authority to obtain No Objection Certificate in accordance to the provisions of the Urban Land (Ceiling & Regulation) Act,1976 (hereinafter referred to as the ULCRA ACT) and the said competent authority passed an order of vesting in the State of West Bengal 6 Cottahs, 2 Chittacks 3 Square feet of land forming part of the said Premises and permitted the Owner/Vendor to develop the remaining part and portion of the said Premises measuring an area of 11 Bighas 9 Cottahs 12 Chittacks 38 Square feet together with the messuages, tenements hereditamens, buildings, sheds, godowns outhouses situate lying at and being premises no. 6, Pagladanga Road, Police Station – Tangra, Kolkata – 700015 registration office Sub-District Sealdah in the District of 24 Parganas (South) morefully described in the First Schedule stated hereunder hereinafter referred to as the said Premises free from all encumbrances whatsoever.

SCHEDULE C
(Said Apartment)

ALL THAT unit No. _____ containing Carpet area of about _____ Sq.ft. be the same a little more or less on the _____ floor of the said building being Tower No. _____ at JIVA HOMES together with right to park one car in the covered car parking space in the parking area of the ground floor of said building being Tower No. _____ TOGETHER WITH the right to use the undivided proportionate share in the land comprised in the said premises and TOGETHER WITH right to use and enjoy the common areas parts and facilities of the said building appertaining thereto and/or attributable thereto

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
Living Room / Dining Area		
Flooring	:	Premium quality Vitrified Tiles
Wall	:	Wall putty (Ready to paint)
Ceiling	:	Wall putty (Ready to paint)
Main door	:	Flush door shutter with wooden frame with Godrej/ equivalent fittings.
Internal doors	:	Flush door shutter with wooden frame with Godrej/ equivalent fittings.
Windows/ Glazing	:	Aluminum Powder coated windows with sliding - fix combination & openable.
Electrical	:	Modular switches (Schneider/ Panasonic/Havells)

Bedrooms		
Flooring	:	Premium quality Vitrified Tiles .
Wall	:	Wall putty (Ready to paint)
Ceiling	:	Wall putty (Ready to paint)
Internal doors	:	Flush door shutter with wooden frame with Godrej/ equivalent fittings.

Windows/ Glazing	:	Aluminum Powder coated windows with sliding - fix combination & openable.
Electrical	:	Modular switches (Schneider/ Panasonic/Havells)

Balcony		
Flooring	:	Granite Tile / Antiskid tiles
Wall	:	Painted to match the exterior elevation.
Ceiling	:	Paints with light installed .
Door	:	Aluminum powder coated sliding door with full glazing.
railing	:	SS with glass
Electrical	:	Single Electrical Point

Kitchen		
Flooring	:	Granite Tile/ Vitrified Tiles/ Antiskid tiles
Wall	:	Ceramic tiles up to 2ft height above kitchen counter.
Counter	:	Polished Granite .
Ceiling	:	Wall putty
Door	:	Flush door shutter with wooden frame with Godrej/ equivalent fittings.
Plumbing	:	Hot and cold water line provisions
Windows/ Glazing	:	Aluminum powder coated windows with top hung & fix combination with provision of exhaust fan.
Electrical		Modular switches (Schneider/ Panasonic/Havells). Electrical points for Refrigerator, icrowave, mixer grinder, water purifier and chimney with 2 additional plug points.

Toilets		
Flooring	:	Anti-skid Ceramic Tiles
Wall	:	Ceramic Tiles up to false ceiling height/Upto lintel height .
Ceiling	:	Gypsum False ceiling with putty finish
Door	:	Flush door shutter with wooden frame with Godrej/ equivalent fittings.
Windows/ Glazing	:	Aluminum powder coated windows with top hung & fix combination with provision

Glazing		of exhaust fan.
Sanitary ware	:	EWC (Kohler/Jaquar/Hindware) . Wash basin (Kohler/Jaquar/Hindware) .
Faucets and fittings	:	Jaquar/ Grohe faucets and fittings. Master toilet shower area with glass partition.
Electrical		Modular switches (Schneider/ Panasonic/Havells), Electrical points for hair dryer, electric shaver and geyser

Servant's Room		
Flooring	:	Ceramic tiles
Wall	:	Gypsum plaster
Ceiling	:	Wall putty
Door	:	Flush door shutter with wooden frame with Godrej/ equivalent fittings.

Servant's Toilet		
Flooring	:	Anti-skid Ceramic tiles .
Wall	:	Glazed Ceramic tiles upto Lintel Level.
Ceiling	:	Wall Putty
Door	:	Flush door shutter with wooden frame with Godrej/ equivalent fittings.
Windows/ Glazing	:	Aluminum powder coated windows with top hung & fix combination with provision of exhaust fan.

SCHEDULE F

[Agreed Consideration]

SCHEDULE – G **(Common Areas)** **COMMON AREA**

Part - I (RESIDENTIAL COMPLEX)

1. Drains and sewers from the Said Premises to the municipal corporation duct.

2. Water sewerage and drainage connection pipes from the Apartments/ Units to drains and sewers common to the Said Premises.
3. Toilets and bathrooms as designated and identified for common use of durwans, drivers and the maintenance staffs of the said Residential Complex.
4. Boundary walls of the Said Premises including walls of the main gates.
5. Water Pump Room, Domestic Water Tank and Water Treatment Plant
6. Tube well, water pump, overhead tanks and underground water reservoirs, water pipes and other common plumbing installations and spaces required therefor.
7. Transformer, electrical wiring, meters and fittings and fixtures for lighting the staircases, lobbies and other common areas (excluding those as are installed for any particular Apartment) and spaces required therefor
8. Windows/doors/grills and other fittings of the common areas of the Said Premises.
9. Generator, its installations and its allied accessories
10. Fire Tank, Fire Hydrants and Sprinklers in Common Areas
11. Visitors Open Car Park'
12. Sewerage treatment plant
13. Security Room
14. Recreation Centre/Banquet Hall
15. Internet Cafe
16. Admin Office
17. Pantry
18. Gymnasium
19. Massage Room
20. Steam Room
21. Deck
22. Swimming pool
23. Guest Room
24. Reading Room

- 25. Kid's Play Area
- 26. Indoor Games Room

Part - II (TOWER)

- (I) The foundation, columns, beams, supports, corridors, lobbies, stairs, stairways, landings, entrances, exits.
- (II) 2 Nos of Passenger Lifts.
- (III) Ultimate Roof of each Tower / Block

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

SCHEDULE-J

(Purchaser's Covenants)

Part-I (Specific Covenants)

The Purchaser agrees undertakes and covenants to:

- a) comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency from time to time;
- 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.
- c) deposit the amounts for common purposes as required by the Maintenance Agency;
- d) use and occupy the said Unit only for the purpose of residence and not for any other purpose;
- e) use the Common Portions without causing any hindrance or obstruction to other Unit Owners and occupants of the Building;
- f) keep the said Unit and partition walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the Building and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Units /parts of the Building;
- g) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Unit or the Common Portions for the purpose of fixing, changing or repairing the concealed wiring and pipelines and/or 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 Owners the right to easements and/or quasi-easements;
- o) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Municipal Corporation Taxes and other payments mentioned herein within 15(fifteen) days of receipt of demand or relevant bill, whichever be earlier; and
- p) observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes.

2. The Purchaser agrees undertakes and covenants:

- a) not to damage, demolish or cause to be damaged or demolished the said Unit or any part thereof;
- b) not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Building and not to make changes of a

permanent nature except with the prior approval in writing of the Maintenance Agency and with the sanction of the authorities concerned;

- c) not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Building save at the place as be approved or provided by the Maintenance Agency. Provided however that nothing contained herein shall prevent the Purchaser to put a decent nameplate on the outface of the main door of the said Unit;
- d) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Unit or any portion thereof;
- e) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Unit or any part of the Building or the Premises or may cause any increase in the premium payable in respect thereof;
- f) not to make or permit or play any disturbing noises or loud sounds or music in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers and/or disturb them;
- g) not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc;
- h) not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency;
- i) not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs lounge or any external walls or the fences of external doors and windows including grills/gates of the said Unit which in the opinion of the Maintenance Agency differs from the colour Scheme of the building or deviation or which in the opinion of the Promoter may affect the elevation in respect of the exterior walls of the Premises;
- j) not to decorate the exterior of the Building otherwise than in the manner agreed by the Maintenance Agency in writing or in the manner as near as may be in which it was previously decorated;
- k) not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Building and to deposit the same in such place only in the Premises and at such time and in such manner as the Maintenance Agency may direct;
- l) not to store or allow anyone to store any goods articles or things in or around the staircase lobby landings or other common areas or installations of the Building;
- m) not to store in the said Unit or any part of the Premises any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the Premises or any part thereof and/or the Premises and/or any neighbouring property to any risk of fire or any accident;

- n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Building;
- o) not to claim any exclusive right over and/or in respect of the roof or any open land at the Premises or any other open or covered areas of the Building and the Premises meant to be a common area or portion;
- p) not to shift or obstruct any windows or lights in the said Unit or the Building and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Unit without the prior consent in writing of the Maintenance Agency;
- q) not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Portions in any manner whatsoever;
- r) not to park or allow anyone to park any car at any place other than the space earmarked for parking cars of the Purchaser;
- s) not to sell, transfer, let out or part with possession of the said Parking Spaces, independent of the said Unit and to use the same only for the purpose of parking motor car provided however that the said parking space may be sold to any other Unit Owner of the Building;
- t) not to use the said Unit for any purpose save and except for residential purpose and not to use the said Unit for any commercial , business or professional purpose including without limitation, as a doctor's chamber, diagnostic or testing unit, nursing home, computer or educational training centre, repairing centre, commercial guest house, Club House, Eatery boarding house, lodge, business centre, etc. or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Building or occupy any pathway, passages, corridor or lobby in any manner whatsoever;
- u) not to do any addition, alteration, structural changes, construction or demolition in the said Unit without prior written permission from the Municipal Corporation and other concerned authorities as also the Association and also subject to the condition that the same is not restricted under any other provision of this Deed;
- v) not to raise or put up any kutchha or pucca constructions, grills, walls or enclosure of any kind around the said Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;
- w) not to make any claim of any nature whatsoever with regard to the Premises besides the said Unit transferred hereby and the common enjoyment of the Common Portions;

- x) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the building or shall anything be projected out of any window of the Premises;
 - y) not to keep or harbour any bird or animal in the Common Portions of the Premises;
 - z) not to make claim of any right of pre-emption or otherwise regarding any of the other Units or any portion of the Building and/or the Premises;
 - aa) not to subdivide the said Unit and/or the said Parking Space, if allotted, or any portion thereof;
 - ab) not to attach or hang from the exterior of the Building on any side any radio or television aerial or TV /Satellite Dish Antenna;
 - ac) not to interfere with the common use and enjoyment of the Common Portions by the Promoter or the other Unit Owners;
 - ad) not to install any loose, hanging or exposed wires or cables anywhere outside the said Unit;
 - ae) not to interfere with, obstruct or hinder the rights of the Promoter regarding the roofs including the transfer of such rights and entitlements along and/or not to do anything that may be contrary to the provisions of this Deed;
 - af) not to carry on or permit to be carried on at the said Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Unit Owners/occupiers of the said Premises and/or the neighbourhood;
 - ag) not to use the said Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Promoter to any liability under environmental laws;
 - ah) not to install air conditioners anywhere in the said Unit save and except the places which have been specified for such installations; and
 - ai) not to install grills which have not been approved by the Maintenance Agency.
3. The stamp duty, registration fees and incidental expenses in respect of this Deed of Conveyance are being paid and borne by the Purchaser. The 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 Purchaser, shall be borne and paid by and be the sole liability of the Purchaser who agrees and undertakes to make payment of the same even if the same are found payable and/or demanded in future. The Purchaser hereby indemnifies the Promoter fully regarding the above.
4. The Building constructed at the Premises 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 Owner and the Promoter.

5. The Purchaser shall have no connection whatsoever with the other Unit Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Purchaser and the other Unit Owners (either express or implied) and the Purchaser shall be responsible to the Promoter for fulfillment of the Purchaser's obligations irrespective of non-compliance by any other Unit Owner.
6. The Purchaser may deal with or dispose of or alienate or transfer the said Unit subject to the following conditions:
 - a) The said Unit shall be one lot and shall not be partitioned or dismembered in parts and shall not be sold or transferred in divided or demarcated parts by the Purchaser. In case of sale of the said Unit in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.
 - b) The transfer of the said Unit by the Purchaser shall not be in any manner inconsistent with this Deed of Conveyance and the covenants contained herein shall run with the land and/or transfer. The person(s) to whom the Purchaser may transfer/alienate the said Unit shall automatically be also bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Purchaser by law and/or by virtue of this Deed of Conveyance.
 - c) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, municipal corporation taxes and other taxes etc. relating to the said Unit payable to the Promoter, the Maintenance Agency and the Municipal Corporation are paid by the Purchaser in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, run with such proposed transfer and the transferee shall be liable to make payment of the same.
7. The Purchaser shall not claim any partition of the land comprised in the Premises.
8. The Purchaser shall use and enjoy the said Unit in the manner not inconsistent with his rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Unit Owner and/or the Promoter.
9. The Purchaser shall be responsible for and shall keep the Promoter and/or the Maintenance Agency and/or the Association indemnified of from and against all damages claims demands costs charges and expenses and proceedings occasioned relating to the Premises or any part of the Building or to any person due to any negligence or any act deed or thing made done or occasioned by the Purchaser and shall be responsible for and shall keep the Promoter indemnified also against all actions claims proceedings costs expenses and demands made against or suffered by the Promoter as a result of any act, omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or 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 Promoter

Part - II

(Maintenance)

1. The Premises, the Building and the Common Portions shall be managed and maintained by the Maintenance Agency.
2. The Purchaser shall accept the rules and regulations made by the Maintenance Agency (**Rules**) and shall diligently observe, perform and comply with the same.
3. The Maintenance Agency shall function at the costs of the Unit Owners and will work on the basis of advance payments and/or reimbursements of all costs and outgoings for common purposes, including establishment costs and costs of its formation and/or operations and requirements for doing and/or making provisions for repairs painting replacements and renovations and for unforeseen eventualities.
4. The Maintenance Agency shall collect and pay all rates, taxes and outgoings, including for insurance for the Building and the Premises, which are not separately charged or assessed or levied on the Unit Owners.
5. The Purchaser shall make payment of all amounts demanded by the Maintenance Agency within 15 (fifteen) days of demand or the due date for the same and in case of any delay, the Purchaser shall pay interest at the rate of 2 percent per annum compoundable monthly in respect of the unpaid amounts of Maintenance Charges, Electricity Charges, Municipal Corporation taxes, Common Expenses and/or other payments as also interest thereon and there shall be restriction on sale, transfer, lease or tenancy of the said Flat Unit till the dues are fully paid as also damages suffered or costs incurred, if any, due to delay in making payment or for realization. The liability to pay interest shall be without prejudice to the right of the Maintenance Agency under Clause 7 below.
6. Apportionment of any liability of the Purchaser in respect of any item of expense, taxes, dues, levies or outgoings payable by the Purchaser shall be done by the Maintenance Agency whose decision shall be final and binding on the Purchaser and the Purchaser shall not be entitled to raise any dispute or objection thereto.
7. The Maintenance Agency shall charge Maintenance Charges at such rate per square feet of Super Built-up Area per month as may be decided by the Maintenance Agency and the Maintenance Agency shall be entitled to revise the Maintenance Charges from time to time.
8. The Maintenance Agency shall be entitled to withdraw, withhold, disconnect or stop all services, facilities and utilities to the Purchaser and/or the said Flat Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, Municipal Corporation Taxes, Common Expenses and/or other payments by the Purchaser after giving 1 (one) month notice in writing.
9. The Purchaser shall co-operate with the other Unit Owners, and the Maintenance Agency in the management and maintenance of the Premises and shall observe and comply with such covenants as be deemed reasonable by the Maintenance Agency for the Common Purposes.

10. All rights and entitlements of the Maintenance Agency shall be the rights and entitlements of the 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 Owners for the maintenance and management of the Common Portions described in **Schedule-G**, the Building and other areas at the Premises. The maintenance of the Building shall be made over to the Association by the Maintenance Agency and upon such making over, the Association shall be responsible for the maintenance of the Building and the Premises. The Maintenance Agency shall make payment of the expenses relating to the period prior to the handing over of maintenance to the Association. The Maintenance Agency shall hand over all deposits lying with it after deduction/ adjustment of all dues, to the Association for smooth running. Such Association may be an association, syndicate, committee, body, society, company or an entity as the Promoter may decide. The Purchaser shall, within 15 days from receiving a request from the Promoter, become a member of the Association formed or to be formed at the instance of the Promoter.
2. All papers and documents relating to the formation of the Association shall be prepared and finalised by, Solicitor & Advocates of the Promoter and the Purchaser hereby consents to accept and sign the same and to assist the Promoter in all respects in formation of the Association.
3. The employees of the Maintenance Agency for the common purposes such as watchmen, security staff, caretaker, liftmen, sweepers etc. may be employed and/or absorbed in the employment of the Association if the Association agrees for same and there will be no binding on the Association to absorb them. It is however made clear that all past dues of such employees relating to the period upto the date of the Completion Certificate shall be paid by the Promoter without any liability of the Purchaser and thereafter for the period upto handing over of the maintenance to the Association shall be settled by the Maintenance Agency from the maintenance charges payable by the Unit Owners. The Association shall issue fresh appointment letter to such employees, if any, appointed by them, and shall not be responsible for their past dues. After handing over of maintenance to the Association, all subsequent employment shall be done by the Association.
4. The Articles, Rules, Regulations etc. of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.
5. Notwithstanding anything contained elsewhere herein, the Purchaser and all Unit Owners shall bear and contribute / pay all proportionate costs and expenses for formation, including professional charges, and the functioning and upkeep of the Association, as determined by the Association, without any demur or delay.

6. Any association of whatsoever nature or nomenclature formed by any of the Unit Owners without the participation of all Unit Owners shall not be entitled to be recognised by the Promoter and shall not have any right to represent the Unit Owners or to raise any issue relating to the Building or the Premises.
7. The Association, when formed, shall be owned and controlled by the Unit Owners proportionately and all its decisions shall be by majority of votes according to proportionate interest, and not number of members. The Unit Owners (including the Purchaser) may amend and/or modify the rules and regulations of the Association by three-fourths majority subject to the condition that no amendment or modification shall be valid if it is contrary to or in violation of any of the terms and conditions contained in the several Memorandum for Sale of flats and the Deeds of Conveyance executed by the Promoter in favour of the Unit Owners.
8. After the maintenance of the Building is made over by the Maintenance Agency to the Association, the Association may either manage the maintenance of the Buildings on its own or through any other third party or agency who shall carry out its duties in accordance with the terms and conditions contained in the several Deeds of Conveyance executed by the Promoter in favour of the Unit Owners.
9. All the Unit Owners may unanimously change, alter, add to, amend or modify the Rules and Regulations of the Association and frame such other rules, regulations and/or bye-laws for the Common Purposes, the quiet and peaceful enjoyment of the Flat Units by their respective owners or for the mutual benefit of the Unit Owners subject to the condition that no change, alteration, addition, amendment or modification shall be valid if it is contrary to or in violation of any of the terms and conditions contained in the several Memoranda for Sale and/or the Deeds of Conveyance executed by the Promoter in favour of the Unit Owners.
9. The Association shall, upon its formation, be entitled to all the rights with regard to the Common Portions/Purposes.
11. From the date of handing over of maintenance to the Association, the Promoter shall not have any responsibility whatsoever regarding the Building and the Premises and/or any maintenance, security, safety or operations including relating to fire-fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, installations, meters and connection, etc. and/or for any statutory compliances, permissions and licenses regarding the Building and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Unit Owners including the Purchaser and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Unit Owners including the Purchaser and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire licence, etc. and the Promoter shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of handing over of maintenance, none of the Promoter and/or their directors, employees or agents shall have any liability or responsibility whatsoever under any circumstance.

Part –IV

(Mutation, taxes and impositions)

1. The Purchaser shall apply for and obtain within six months from the date thereof, mutation, separation and/or apportionment of the said Unit in his own name without in any way making or keeping the Promoter liable and/or responsible in this regard on any account whatsoever. The Promoter shall fully co-operate with the Purchaser in this regard and shall sign all necessary papers including no objection, consent etc., if and when required.
2. In case of default, the Promoter or the Maintenance Agency, as the case may be, will be entitled to get the said Flat Unit mutated and apportioned in the name of the Purchaser and in such an event be further entitled to recover all costs, charges and expenses, including professional fees therefor from the Purchaser. All such amounts shall be paid and/or be payable by the Purchaser within 15(fifteen) days of being called upon to do so. In the event of failure to do so, the Purchaser shall be liable to pay interest on the unpaid amount at the rate of 12(twelve) per cent per annum with quarterly rests.
3. Until such time as the said Flat Unit be separately assessed and/or mutated, all rates, taxes, outgoings and/or impositions levied on the Premises and/or the Building (**Impositions**) shall be proportionately borne by the Purchaser.
4. Besides the amount of the Impositions, the Purchaser shall also be liable to pay the penalty, interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (**Penalties**), proportionately or wholly, as the case may be.
5. The liability of payment by the Purchaser of Impositions and Penalties in respect of the said Flat Unit booked prior to obtaining of completion certificate would accrue with effect from the date of Completion Certificate and for the flats booked post completion certificate would accrue on completion of 30(thirty) days from the date of booking.
6. The Maintenance Agency shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Purchaser thereof from the Purchaser.

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

SIGNED AND DELIVERED by the Owners at ...

in the presence of :

SIGNED AND DELIVERED by the Promoter at ...

in the presence of :

SIGNED AND DELIVERED by the **PURCHASER** at

in the presence of :

RECEIVED of and from the within-named Purchaser the within-mentioned sum of Rs. _____/- (Rupees _____ only) being full consideration price for sale 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: