

## DEED OF CONVEYANCE

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

### **BY AND AMONG:**

**(1) PS GROUP REALTY PVT. LTD.**, a company incorporated under the Companies Act, 1956 having its Registered Office at No. 1002, E M Bypass, Police Station – Pragati Maidan, Post office - Dhapa, Kolkata-700 105 having (PAN AABCP5390E) **(2) ANGIRA SALES PVT. LTD.** a private limited company incorporated under the Companies Act, 1956, having its Registered Office at 36/1A, Elgin Road, Police Station - Bhawanipore, Post office – Elgin Post Office, Kolkata – 700 020, (pan AAACA9336B) **(3) BHUMI VINIMAY PVT. LTD.** (CIN U51109WB2006PTC107904), a private limited company incorporated under the Companies Act, 1956, having its Registered Office at 36/1A, Elgin Road, Police Station - Bhawanipore, Post office – Elgin Post Office, Kolkata – 700 020, (PAN AACCB9850C) **(4) DEVKRIPA VANIJAYA PVT. LTD.** (CIN: U51109WB2006PTC107782), a private limited company incorporated under the Companies Act, 1956, having its Registered Office at 36/1A, Elgin Road, Police Station - Bhawanipore, Post office – Elgin Post Office, Kolkata – 700 020, (PAN : AACCD4722H) **(5) P K C & ASSOCIATES LLP (LLP IN AAE-8464)**, a limited liability partnership firm, carrying on business at 1002, E M By Pass, Front Block, Police – Station – Pragati Maidan, Post office – Dhapa, Kolkata – 700 105 [formerly a private limited company by the name of P.K.C. & Associates Private Limited as morefully stated hereunder] (PAN AABCP4806B), **(6) SREOME BUILDERS PVT. LTD.** (CIN U70101WB1995PTC071944), a private limited company incorporated under the Companies Act, 1956, having its Registered Office situated at 1002, E M By Pass, Front Block, Police – Station – Pragati Maidan, Post Office – Dhapa, Kolkata – 700 105 (PAN: AAACS4070M), **(7) SURSARITA TIE UP PVT. LTD.**(CIN: U51109WB2007PTC113791), a private limited company incorporated under the Companies Act, 1956 having its Registered Office at P-17A, Ashutosh Chowdhury Avenue, Flat - G2, Post office- Ballygunge, Police Station - Karaya, Kolkata – 700 019 (PAN: AALCS0491B), and **(8) PAR CARE RESEARCH & MEDICAL PVT. LTD.** (CIN: U85110WB1992PTC057034) a private limited company incorporated under the Companies Act, 1956 having its Registered Office situated at No. P-17A, Ashutosh Chowdhury Avenue, Post office - Ballygunge, Police Station – Karaya, Kolkata – 700 019 (PAN: AADCP0842K), hereinafter collectively 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 their constituted attorney MR. Gaurav Dugar\_ (Aadhaar No. [ 6736 8001 3695]), son of Mr. Surendra Kumar residing at 52/4/1, Ballygunge Circular Road, Police Station- Ballygunge, Post Office- Ballygunge, Kolkata – 700 019, having Permanent Account No. AGRPD3020C and authorized vide Power dated 3/08/2016 registered in the office of the District Sub-Registrar-III in Book No.1, Volume No. 1603-2016, Pages from 112342 to 112368 Being No. 160303663 for the year 2016 of the **FIRST PART**;

### **AND**

**SKY VIEW DEVELOPERS** , a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at 002 E M Bypass, Police – Station – Pragati Maidan, Post office - Dhapa Kolkata – 700 105] (PAN ACCFS1223R), represented by its authorized partner Mr. Gaurav Dugar (Aadhaar No. 6736 8001 3695] & Mr. Ravi Kumar Dugar [9325 9656 9239) authorized pursuant to a Power dated 22/06/2016 registered in the Office of the D.S.R-iii in Book – VI, Pages No. 1603-2016, Pages from 9707 to 9732 Being No. 160300516 for the year 2016 (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 214 Cottahs 06 Chittacks 29 Sq. ft (be the same a little 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 of Two Towers 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 9<sup>th</sup> day of June 2015 ("**Development Agreement**") executed between the Owners and Sky View Developers and registered at the office of District Sub-Registrar-III, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2015 Pages 24711 to 24786 Being No. 160304334 for the year 2015 the Owners granted to ]the right to develop Said Premises comprising of residential segment. Pursuant to the said Development Agreement, a separate registered Power of Attorney dated [ ] was also executed accordingly by the Owners in favour of 3<sup>rd</sup> day of August 2016, registered at the office of the D.S.R.-III, South 24 Parganas, Kolkata and recorded in Book No. 1, CD Volume No. 1603-2016, Page from 112342 to 112368 Being No. 160303663 for the year 2016.
- D. In pursuance of the said Development Agreement, the Promoter has caused a map or plan being No. 2015070063 dated 03/08/2015 and 2017070034 dated 05.06.17 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 construction of Two Towers 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 "**AURUS**" ("**Project**").

The Promoter had taken up construction and development of both the phases of the Project in due course as per the said Plan however each of towers had different construction timelines. It is understood by and between the parties though both the Towers shall form the project and shall share all amenities, facilities, common areas and common portion in common with each of the Allottees/Unit Holders of each Tower and there shall be no bar or restriction in the use of amenities, facilities, common areas and common portions in any of the Towers.

- E. The Purchaser, being desirous of purchasing 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 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)	
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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 in Tower \_\_\_ 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 of the Tower \_\_ in Part I and also of the Project in Part II 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 in Tower \_\_\_\_ (“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 of both the towers by the Promoter/Owners as and when the completion certificate is obtained for the Project); 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 after obtaining completion certificate of the entire project and 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) It has been agreed by the parties that the Association (s) of all the allottees of both the Towers in the Project shall be formed as and when the Project is completed in its entirety shall own in common all common areas, amenities and facilities of the Project together with all easements, rights and appurtenances belonging thereto. The Allottee acknowledges that both the Towers shall form the project and shall share all amenities, facilities, common areas and common portion in common with each of the Allottees/Unit Holders of each Tower and there shall be no bar or restriction in the use of amenities, facilities, common areas and common portions in any of the Towers.

The Allottes shall 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 THOSE contiguous pieces and parcels of land measuring **214 Cottahs 06 Chittacks 29 Sq. ft (be the same a little more or less)**, with buildings and structures at the amalgamated premises No. 48, Matheswartola Road (formed by amalgamation of erstwhile premises No. 48, Matheswartola Road, premises No. 71, Matheswartola Road and premises No.72, Matheswartola Road), Police Station – Pragati Maidan, Kolkata – 700 046 within the limits of Kolkata Municipal Corporation Ward No. 58 and butted and bounded in manner following:

- ON THE NORTH : By 47 South Tangra Road , 34 Matheswartala Road along with our Private Passage and 27 Matheswartala Road
- ON THE SOUTH : By Matheswartala Road, KMC Land, 27 Matheswartala Road and C.S Dag No.330, Mouza Tangra
- ON THE EAST : By C.S Dag No.357, Mouza Tangra along with our Private Passage, 27 Matheswartala Road and KMC Land
- ON THE WEST: By 47 South Tangra Road and 23 and 69 Matheswartala Road C.S.Dag No.330, Mouza Tangra

## SCHEDULE B

[Vesting of title of the Said Premises]

- 1) By an Indenture of Conveyance dated 23<sup>rd</sup> day of July 2008 and made between Peter Liu therein referred to as the Vendor of the First Part, Tung King Lu therein referred to as the Confirming Party of the Second Part and the Owners herein therein collectively referred to as the Purchasers of the Third Part and registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. I CD Volume 78 Pages 1688 to 1715, being No. 08037 for the year 2008 the Owners herein became owners of ALL THAT the piece and parcel of land containing by estimation an area of **4 Bighas 1 Cottahs 11 Chittacks** (be the same a little more or less) comprised in C.S. Plot No. 355 in Mouza Tangra, recorded in Khatian No. 437(Old) and 769 (New) in Division 4, Sub Division L, Holding No. 210 of 24 Parganas Collectorate, Touzi No. 2833 **AND** ALL THAT the pieces and parcels of land containing by admeasurement an area of **3 Bighas 1 cottah 13 chittacks** (be the same a little more or less) TOGETHER WITH all structures standing thereon comprised in C. S. Plot Nos. 331 and 332 in Mouza Tangra, recorded in Khatian Nos. 280 (Old) and 830, 831, 840, 841, 850 and 851 (New) which are lying and situate at Division 4, Sub Division "L", Holding No. 186, Touzi No. 2833 Police, Station Pragati Maidan (previously Tangra and prior thereto Tollygunge) in the District of South 24-Parganas (previously 24 Parganas) within the limits of Kolkata Municipal Corporation for the consideration therein mentioned.
- 2) By another Indenture of Conveyance dated 23<sup>rd</sup> day of July 2008 and made between A Kong Tannery therein referred to as the Vendor of the First Part, Tung King Lu and Others therein referred to as the Confirming Parties of the Second Part and the Owners herein therein collectively referred to as the Purchasers of the Third Part and registered in the office of Additional Registrar of Assurances-I, Kolkata in Book No.I, CD Volume 78, Pages 6650 to 6678, being No. 08406 for the year 2008 the Owners herein became owners of **ALL THAT** the piece and parcel of land containing by admeasurement an area of **24 Decimal** equivalent to

**14 Cottah 8 Chittacks 14 Sq. ft.** (be the same a little more or less) together with structures standing thereon comprised in **C.S. Plot No. 354 in Mouza Tangra**, recorded in **Khatian No. 333 (Old) and 821 (New)** in Division 4 Sub Division L of Dihi Panchannagram, Touzi No. 1298/2833, J. L. No. 5 Holding No. 211 of 24 Parganas Collectorate in Mouza Tangra, under Police Station – Pragati Maidan (previously Tangra prior thereto Tollygunge) in the District of South 24-Parganas within the limits of the Kolkata Municipal Corporation for the consideration therein mentioned.

- 3) In the events as recited hereinabove, the Owners thus became owners of ALL THAT the said several pieces and parcels of land containing by estimation an area of 158 cottahs and 14 sq.ft. (more or less) equivalent to 158.02 cottahs (more or less).
- 4) The Owners caused the aforesaid pieces and parcels of lands measuring 158.02 Cottahs (more or less) to be assessed as one single premises numbered as Municipal Premises No. 48 Matheswartola Road, Police Station - Pragati Maidan, Kolkata 700 046 within the limits of Kolkata Municipal Corporation (hereinafter referred to as the said PROPERTY) and mutated their names as owners thereof in the records of the Kolkata Municipal Corporation.
- 5) By a Deed of Gift dated 18<sup>th</sup> day of July 2014 registered at the office of District Sub-Registrar-III, Alipore, South 24 Parganas in Book No.I, CD Volume No. 13, Pages from 7119 to 7131 being No. 05695 for the year 2014, the Owners transferred and conveyed a divided and demarcated portion on the south of the said Property containing by estimation an area of 33.72 Cottahs (more or less) to Kolkata Municipal Corporation and the Owners continued to remain the absolute owners of the remaining part or portion of the said Property containing by estimation an area of 124.30 Cottahs (more or less) together with structures standing thereon situate lying at and being Municipal Premises No.48 Matheswartola Road, Kolkata 700 046.
- 6) While applying for sanction of the plan to the Kolkata Municipal Corporation and for the benefit of the housing project, the Owners transferred and conveyed to the Kolkata Municipal Corporation by another Deed of Gift dated 2<sup>nd</sup> day of January 2015 registered at the office of District Sub-Registrar-III, Alipore, South 24 Parganas in Book No.I, CD Volume No. 1, Pages from 503 to 512 being No. 00030 for the year 2015 land admeasuring about **583.14 Sq. Mt.** (more or less) equivalent to 8.71 Cottahs out of the said land measuring 124.30 Cottahs (more or less) and continue to remain the owners of **ALL THAT** the various pieces and parcels of land containing by estimation an area of **115.59 Cottahs** (more or less) equivalent to 115 Cottahs 09 Chittack 20 Sq. ft. (more or less) together with structures standing thereon comprised in 48, Matheswartola Road, Kolkata 700046 (more fully and particularly mentioned and described in the **PART I of the SCHEDULE A** hereunder written and hereinafter referred to as **PART ONE PROPERTY/the said PREMISES**).
- 7) The Owners have also acquired Municipal Premises No. 71 Matheswartolla Road, Kolkata - 700046 having a land area of **31 Cottahs 10 chittacks 30 sq.ft.** (more or less ) together with all structures standing thereon (morefully and particularly mentioned and described in **PART II of the SCHEDULE A** hereunder written and hereinafter referred to as the PART TWO PROPERTY) and Municipal Premises No. 72 Matheswartolla Road, Kolkata - 700046 having a land area of **67 Cottahs 2 chittacks 24 sq.ft. (more or less) together** with all structures standing thereon (morefully and particularly mentioned and described in **PART III of the SCHEDULE –A** hereunder written and hereinafter referred to as the PART THREE PROPERTY) and may include the same to form part of an integrated housing project and for the aforesaid purpose the Owners have entered into two separate Development Agreements both dated 26/06/2015 with the same Developer as of hereto, one in respect of the Part

Two Property and the other in respect of the Part Three Property.

- 8) The Owners have already caused the said Part One Property, Part Two Property and Part Three Property to be amalgamated and consequent to such amalgamation such amalgamated properties continue to be numbered as Municipal Premises No.48 Matheswartolla Road, Kolkata 700 046 (more fully and particularly mentioned and described in **PART IV of the SCHEDULE A** hereunder written and hereinafter referred to as the **ENTIRE PROPERTY**).

**SCHEDULE C**  
**(Said Apartment)**

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 Tower \_\_\_\_ in the Building (“Unit”) along with [ ] number of garage/covered car parking space bearing nos. [ ]in the [ ]

**SCHEDULE D**  
[Plan of Said Apartment]  
[Attached as separate sheet]

**SCHEDULE E**  
[Specifications of the Apartment]

<b>Living Room / Dining Area</b>	
Flooring	Italian Marble
Wall	Gypsum Plaster (Ready to Paint)
Ceiling	Putty (Ready to Paint)
Main door	Sal wood frames with flush door with Veneer- Height 2400mm with Video door Phones
Windows/ Glazing	Powder coated aluminium windows with openable & fix combination
Others	Living, Dining and all Bedrooms will have provision for VRF units (only outdoor unit, tap off, drain pipe and power supply to outdoor & indoor unit)
Electrical	Modular switches (Schneider/ Legarend or equivalent)
<b>Master Bedroom</b>	
Flooring	Wooden Flooring
Wall	Gypsum Plaster (Ready to Paint)
Ceiling	Putty (Ready to Paint)
Door	Flush door with Sal wood frames
Windows/ Glazing	Powder coated aluminium windows Openable & Fix combination
Electrical	Modular switches (Schneider/ Legarend or equivalent)

<b>Other Bedroom</b>	
Flooring	Vitrified Tiles /Wooden Flooring
Wall	Gypsum Plaster (Ready to Paint)
Ceiling	Putty (Ready to Paint)
Door	Flush door with sal wood frames
Windows/ Glazing	Powder coated aluminium windows with openable & fix combination
Electrical	Modular switches (Schneider/ Legarend or equivalent)
<b>Kitchen (Bare)</b>	
Flooring	Vitrified Tiles
Wall	Gypsum Plaster (Ready to paint)
Ceiling	Wall Putty (Ready to Paint)
Door	Flush Door
Plumbing	Hot & cold line provisions
Windows/ Glazing	Powder coated aluminium windows
Electrical	Modular switches (Schneider/ Legarend or equivalent)
<b>Toilets</b>	
Flooring	Anti Skid Ceramic Tiles
Wall	Ceramic Tiles upto Ceiling Height
Ceiling	Wall Putty (Ready to Paint)
Door	Sal wood frames with Flush Doors
Windows/ Glazing	Powder coated aluminium windows
Sanitaryware	Duravit/Kohler or equivalent
CP Fittings	Grohe/Kohler or equivalent
Electrical	Modular switches (Schneider/ Legarend or equivalent)
Others	Basin with marble counter top in 2 toilets including masters toilet, With shower cubical in 2 toilets including master
<b>Utility</b>	
Flooring	Anti skid tiles
Wall	Wall Putty (Ready to Paint)
Ceiling	Wall Putty (Ready to Paint)
Electrical	Modular switches (Schneider/ Legarend or equivalent)
<b>Balcony</b>	
Flooring	Anti skid tiles
Wall	Painted with lights installed
Ceiling	Wall Putty (Ready to Paint)
Door	Powder coated aluminium doors
Windows/ Glazing	Powder coated aluminium windows
<b>Servant Room &amp; Toilet</b>	
Flooring	Ceramic tiles in Rooms + Toilets
Wall	Room - Wall Putty (Ready to Paint), Toilet - Tiles

Ceiling	Wall Putty (Ready to Paint)
<b>Door</b>	Sal wood frames with Flush Doors
Windows/ Glazing	Powder coated Aluminium windows
Bathroom	Sanitarywares and fixtures & Cp Fittings –Hindware/Parryware or equivalent

**SCHEDULE F**

**[Agreed Consideration]**

Tower No. \_\_\_\_\_

Rate of Apartment per square foot  
of carpet area

Apartment No. \_\_\_\_\_

Type \_\_\_\_\_

Floor \_\_\_\_\_

Cost of Carpet Area of Apartment

Cost of exclusive balcony or verandah areas

Cost of Exclusive Terrace

Cost of Proportionate Common Areas, External Walls

Preferential Location Charges

Garage/Covered/Open/Podium (basement, ground, first floor) Parking –

**Consideration for the Apartment**

**Which is inclusive of:**

**The Application Money**

**The Booking Amount being 10% of the Consideration for the Unit**

**Extras & Deposits :**

CESC Transformer Charges:                      On Actuals

CESC Security Deposit:                              On Actuals

Generator Connection:                              INR. \_\_\_\_\_/- per KVA

Sinking Fund:

Municipality Deposit for 1 Year:

Legal Charges:

Advance Maintenance Charges:

1<sup>st</sup> Nomination Charges:

Association Formation Charges:

VRV AC Charges:

Taxes (GST)

As applicable

**Total price (in Rupees)**

**SCHEDULE – G**

Part I

**(Common Areas of the Tower)**

Part II

**(Common Areas of the Project)**

**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 in the Project.
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 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 until the same is assessed separately by the Municipal Corporation on completion of 15(Fifteen) days from the date of booking.
- m) pay for other utilities consumed in or relating to the said Unit;
- n) allow the other Unit Owners the right to easements and/or quasi-easements;
- o) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Municipal Corporation Taxes and other payments mentioned herein within 15(fifteen) days of receipt of demand or relevant bill, whichever be earlier; and
- p) observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes.

**2. The Purchaser agrees undertakes and covenants:**

- a) not to damage, demolish or cause to be damaged or demolished the said Unit or any part thereof;
- b) not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Building and not to make changes of a permanent nature except with the prior approval in writing of the Maintenance Agency and with the sanction of the authorities concerned;

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

- k) not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Building and to deposit the same in such place only in the Premises and at such time and in such manner as the Maintenance Agency may direct;
- l) not to store or allow anyone to store any goods articles or things in or around the staircase lobby landings or other common areas or installations of the Building;
- m) not to store in the said Unit or any part of the Premises any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the Premises or any part thereof and/or the Premises and/or any neighbouring property to any risk of fire or any accident;
- n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Building;
- o) not to claim any exclusive right over and/or in respect of the roof or any open land at the Premises or any other open or covered areas of the Building and the Premises meant to be a common area or portion;
- p) not to shift or obstruct any windows or lights in the said Unit or the Building and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Unit without the prior consent in writing of the Maintenance Agency;
- q) not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Portions in any manner whatsoever;
- r) not to park or allow anyone to park any car at any place other than the space earmarked for parking cars of the Purchaser;
- s) not to sell, transfer, let out or part with possession of the said Parking Spaces, independent of the said Unit and to use the same only for the purpose of parking motor car provided however that the said parking space may be sold to any other Unit Owner of the Building;

- t) not to use the said Unit for any purpose save and except for residential purpose and not to use the said Unit for any commercial , business or professional purpose including without limitation, as a doctor's chamber, diagnostic or testing unit, nursing home, computer or educational training centre, repairing centre, commercial guest house, Club House, Eatery boarding house, lodge, business centre, etc. or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Building or occupy any pathway, passages, corridor or lobby in any manner whatsoever;
- u) not to do any addition, alteration, structural changes, construction or demolition in the said Unit without prior written permission from the Municipal Corporation and other concerned authorities as also the Association and also subject to the condition that the same is not restricted under any other provision of this Deed;
- v) not to raise or put up any kutchra or pucca constructions, grills, walls or enclosure of any kind around the said Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;
- w) not to make any claim of any nature whatsoever with regard to the Premises besides the said Unit transferred hereby and the common enjoyment of the Common Portions;
- x) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the building or shall anything be projected out of any window of the Premises;
- y) not to keep or harbour any bird or animal in the Common Portions of the Premises;
- z) not to make claim of any right of pre-emption or otherwise regarding any of the other Units or any portion of the Building and/or the Premises;
- aa) not to subdivide the said Unit and/or the said Parking Space, if allotted, or any portion thereof;
- ab) not to attach or hang from the exterior of the Building on any side any radio or television aerial or TV /Satellite Dish Antenna;

- ac) not to interfere with the common use and enjoyment of the Common Portions by the Promoter or the other Unit Owners;
  - ad) not to install any loose, hanging or exposed wires or cables anywhere outside the said Unit;
  - ae) not to interfere with, obstruct or hinder the rights of the Promoter regarding the roofs including the transfer of such rights and entitlements along and/or not to do anything that may be contrary to the provisions of this Deed;
  - af) not to carry on or permit to be carried on at the said Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Unit Owners/occupiers of the said Premises and/or the neighbourhood;
  - ag) not to use the said Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Promoter to any liability under environmental laws;
  - ah) not to install air conditioners anywhere in the said Unit save and except the places which have been specified for such installations; and
  - ai) not to install grills which have not been approved by the Maintenance Agency.
3. The stamp duty, registration fees and incidental expenses in respect of this Deed of Conveyance are being paid and borne by the Purchaser. The 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 "AURUS" . 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 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 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 Units in the Project, 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 Project 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 Project 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 Agreement for Sale of Units 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 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 Unit mutated and apportioned in the name of the Purchaser and in such an event be further entitled to recover all costs, charges and expenses, including professional fees therefor from the Purchaser. All such amounts shall be paid and/or be payable by the Purchaser within 15(fifteen) days of being called upon to do so. In the event of failure to do so, the Purchaser shall be liable to pay interest on the unpaid amount at the rate of 12(twelve) per cent per annum with quarterly rests.
3. Until such time as the said Unit be separately assessed and/or mutated, all rates, taxes, outgoings and/or impositions levied on the Premises and/or the Building (**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 Unit booked prior to obtaining of completion certificate would accrue with effect from the date of Completion Certificate and for the Units booked post completion certificate would accrue on completion of 30(thirty) days from the date of booking.
6. The 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:**