

# ***DEED OF CONVEYANCE***

**“ABHILASH ”**

Block / Building / Tower No. ....

Apartment No. ....

Type .....

Floor.....

**1. Date:** \_\_\_\_\_

**2. Nature of document:** Deed of Conveyance

**3. Parties:**

**3.1 SRI SAMIT SUR** son of Late Kamalendu Sur , by Caste Hindu, by Nationality Indian, by Profession Business, PAN No. AKAPS7963A residing at Barasat Dasabhujatala, Chandernagore, P.O. & P.S. Chandernagore, District Hooghly

**3.2 SRI ASIS MUHKERJEE** son of Sri Shyama Prosad Mukherjee , by Caste Hindu, by Nationality Indian, by Profession Business, PAN No. AJJPM3637K residing at Barasat Banerjee Para, Chandernagore, P.O. & P.S. Chandernagore, District Hooghly

All the parties hereinafter collectively referred to as the **CO-OWNERS** (which term and/or expression shall unless excluded by or repugnant or contrary to the subject or context be deemed to mean, imply and include its successor-in-interest, nominees, executors, administrators and/or assigns) of the **FIRST PART**,

**AND**

**3.3 BALAJI HOUSING DEVELOPERS** , a Partnership Firm, having its registered office at Nilkantha Apartment, Moran Road, PO Gondalpara, PS Chandernagore Dist. Hooghly – 712 137, having PAN No. .... Represented by its partners:

**1 SRI SAMIT SUR** son of Late Kamalendu Sur , by Caste Hindu, by Nationality Indian, by Profession Business, PAN No. AKAPS7963A residing at Barasat Dasabhujatala, Chandernagore, P.O. & P.S. Chandernagore, District Hooghly **2 SRI ASIS MUKHERJEE** son of Sri Shyama Prosad Mukherjee , by Caste Hindu, by Nationality Indian, by Profession Business, PAN No. AJJPM3637K residing at Barasat Banerjee Para, Chandernagore, P.O. & P.S. Chandernagore, District Hooghly , hereinafter referred to as the **PROMOTER / DEVELOPER** (which term and/or expression shall unless excluded by or repugnant or contrary to the subject or context be deemed to mean, imply and include its successor-in-interest, nominees, executors, administrators and/or assigns) of the **SECOND PART**.

And

**3.4** \_\_\_\_\_, S/O W/o \_\_\_\_\_, having PAN No. \_\_\_\_\_ by faith Hindu, by occupation \_\_\_\_\_, having permanent address at \_\_\_\_\_

And

**3.5** \_\_\_\_\_, S/O W/o \_\_\_\_\_, having PAN No. \_\_\_\_\_ by faith Hindu, by occupation \_\_\_\_\_, having permanent address at \_\_\_\_\_ hereinafter referred to as the **PURCHASERS** (which term and/or expression shall unless excluded by or repugnant or contrary to the subject or context be deemed to mean, imply and include each of their successor-in-interest, nominees, executors, administrators and/or assigns) of the **THIRD PART**

**4. Subject Matter:** Sale of the "Composite Unit" being the "Flat and Appurtenances" lying and situated in Block \_\_\_\_\_ the "Building") in the "Project" i.e. "ABHILASH Block & " constructed on the piece and parcel of land, hereinafter referred to as the said "Premises" as morefully described in Schedule A hereto and the Composite Units morefully described in Schedule B hereto comprises of the following:

**4.1** The 'Flat' being the residential flat measuring about \_\_\_\_\_square feet \_\_\_\_\_ area, described in Schedule B and delineated in the Plan annexed hereto and marked in colour Red;

**4.2** The exclusive right to use and enjoy the "Parking Space" for one normal sized vehicle;

**4.3** The proportionate, undivided, indivisible and singly non-transferable share in the land comprised in the Premises(the "Land Share");

**4.4** The proportionate, undivided, indivisible and singly non-transferable share in the common areas, amenities and facilities of the Building and the Complex (the "Common Portions"), morefully described in Schedule C hereto;

**4.5** The right of perpetual easement on the roads and pathways for ingress to and egress from the Complex (the "Easement Rights");

**5. Devolution of Title:** ALL Co-Owners and Co-Owner cum Promoter purchased the said property which was previously in the nature of bagan land property mentioned in A schedule measuring 34 cottah 8 chatak 5 Sq ft equivalent to .570 Acres in RS Plot No. 552, RS Khatian No 320 corresponding to LR Plot No. 735 (part) , LR Khatian NOs 1124, 1126, 1127 (old) , 1759 and 1760 (New) and Bastu/goalghar land property measuring 3 cottah 5 chatak 0 Sq ft equivalent to .055 Acres in RS Plot No. 552, RS Khatian No 320 corresponding to LR Plot No. 755 , LR Khatian NOs 1124, 1126, 1127 (old) , 1759 and 1760 (New) both measuring 37 cottah 13 chatak 5 sq. ft. equivalent to 0.625 acre situated under Sheet No. 3, JL No. 1, Mouza Chandernagore in Ward No. 2 of Chandernagore Municipal Corporation having holding No 65 (new), 48 (old), in the locality of Bibirhat Main Road (west). The said property was previously owned by Sarat Chandra Paul who died intestate leaving behind five sons namely Rasamay Paul, Monimay Paul, Shantimay Paul, Sudhamoy Paul and Jyotirmoy Paul and as such the legal heirs of Sarat Chandra Paul inherited 1/5<sup>th</sup> share each in the aforesaid property.

For peaceful enjoyment of their respective shares, the legal heirs of Sarat Chandra Paul executed and registered a deed of partition being No. 6773 of 1993 and in terms of the partition deed , Sudhamoy Paul was allotted with the properties mentioned in KHA Schedule of the aforesaid partition deed which comprised of the property mentioned in A schedule hereunder as well as other properties.

Sudhamoy Paul while owning and enjoying the A schedule property as well as other properties, mutated his name in the records of Chandernagore Municipal Corporation as holding No. 42F which was subsequently renumbered as Holding No. 48 under sheet No. 3 of Mouza Chandernagore and he paid the rents and taxes to the appropriate authorities. Sudhamoy Paul died on

19.07.2001 and during his life time he had executed one Will dated 25.09.1991 which was registered in the office of ADSR, Chandernagore being No. 27 of 1991 and thereby he bequeathed all his properties in favour of his three sons namely Gouri Sankar Paul, Bhakta Batsal Paul and Sri Chinmoy Paul and in the aforesaid Will he appointed Gouri Sankar Paul and Partha Sarathi Paul to be executors of his last Will. After the death of Sudhamoy Paul , the executor Gouri Sankar Pal obtained the probate of the last Will of Sudhamoy Paul from the court of Ld. District Delegate Chandernagore vide Probate Case No. 2 of 2003 on 25.02.2004 . after obtaining the probate , the executor Gouri Sankar Paul transferred the properties under the said Will in favour of the beneficiaries under the said Will by virtue of a deed of transfer dated 31.03.2007 being No. 299 of 2007 in the office of Registrar of Assurances , Kolkata . in the aforementioned manner Gouri Sankar Paul , Bhakta Batsal Paul and Sri Chinmoy Paul became the joint owners having 1/3<sup>rd</sup> share each in the said properties including the A schedule properties. The aforesaid owners of the A schedule property declared to sale the A schedule property as well as one adjoining tank in RS Plot No. 567 , RS Khatian No. 320 corresponding to LR Plot No. 757, LR Khatian No. 1124, 1126, 1127. The owners herein purchased the aforesaid properties through a sale deed being No. 1954 of 2012 in the office of ADSR, Chandernagore in presence and participation of the confirming parties who had agreed to develop the properties. After purchase the owners herein i.e. Samit Sur and Asis Mukherjee became the absolute owners of the properties mentioned in the schedule of the aforementioned deed and the owners enjoyed the usufructs of the property by mutating their names in the office of Chandernagore Municipal Corporation as well as the settlement authorities. While owning and possessing their purchased properties , the owners applied for conversion of the properties from the nature of Bagan land and Goalghar i.e. cowshed into Bastu land and they filed conversion case Nos. IX-2/63/SNG(KHA)/2014, IX-2/76/SNG(KHA)/2014,

IX-2/72/SNG(KHA)/2014,

IX-2/79/SNG(KHA)/2014,

IX-2/12/SNG(KHA)/2017,

IX-2/13/SNG(KHA)/2017,

IX-2/74/SNG(KHA)/2014,

IX-2/80/SNG(KHA)/2014,

IX-2/64/SNG(KHA)/2014,

IX-2/77/SNG(KHA)/2014

and in this manner the entire property was converted into Bastu by nature and the same is described in the A schedule hereunder. In the aforesaid manner the parties of the Second part became the owners of the entire 'A' schedule property in sixteen annas and they have been owning and possessing the same by mutating their names in the office of Chandernagore Municipal Corporation as well as before the settlement authorities and they have been enjoying the usufructs thereof to the exclusion of any other person.

**AND WHEREAS** the owners have now absolutely seized and possessed of or otherwise well and sufficiently entitled to all that land as described in the A schedule of property.

**AND WHEREAS** the Owners have acquired absolute title in respect of the said property specifically mentioned in the Schedule "A" below has been owning and possessing the same by paying rent and taxes to the proper authorities and have clear marketable title to the said property and the said property is free from all sorts of encumbrances Charges, liens, lispends, attachment, trust whatsoever and that the Owners/Vendors are now absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL that the said property.

**AND WHEREAS** the owners or the parties of Second Part have decided to Develop the said property and to construct Multistoried Building comprising of several Flats and Commercial units but owing to the problem of the owners to personally undertake the matter of construction of the proposed

multistoried building, the owners decided to develop the property through a reputed Developer.

**AND WHEREAS** the Developer in the name and style of **BALAJI HOUSING DEVELOPERS**, a Partnership Firm, having its registered office at Nilkantha Apartment, Moran Road, PO Gondalpara, PS Chandernagore Dist. Hooghly – 712 137, Represented by its partners: **1SRI SAMIT SUR** son of Late Kamalendu Sur , by Caste Hindu, by Nationality Indian, by Profession Business, residing at Barasat Dasabhujatala, Chandernagore, P.O. & P.S. Chandernagore, District Hooghly **2 SRI ASIS MUHERJEE** son of Sri Shyama Prosad Mukherjee , by Caste Hindu, by Nationality Indian, by Profession Business, residing at Barasat Banerjee Para, Chandernagore, P.O. & P.S. Chandernagore, District Hooghly, has been engaged by the owners to develop the said A schedule property and the Owners /Vendors agreed to grant the Developer exclusive right to develop the said property by constructing new multistoried buildings thereupon in accordance with the plan sanctioned by Chandernagore Municipal Corporation and an Agreement was executed between the Owner /Vendor and Developer to that effect on 22.3.2017.

**AND WHEREAS** the Developer of the Project **BALAJI HOUSING DEVELOPERS** as well as the owners hereinbefore mentioned, for the purpose of execution of the Project in the A Schedule property are eligible to represent themselves to represent before all competent authorities including entering into Agreement for sale with the intending purchaser(s) and obtain payment accordingly .

**5.1 Residential-cum-Commercial Development and Sanction of Plan:**With the intention of developing and commercially exploiting the Said Premises by

constructing the Said Complex thereon and selling spaces therein (Units), the Developer and the parties of the FIRST PART engaged competent surveyor, planner and architect and prepared a building plan for the proposed multi storied building and submitted the same before Chandernagore Municipal Corporation duly signed by the owners and after due verification and inspection the said plan was sanctioned by Chandernagore Municipal Corporation being No. B-1/RB/150(A)2014-15 Dated 10.01.2015 , and the said plan was further duly modified/alterd by Chandernagore Municipal Corporation vide building Plan being No. B-1/RB/56(A)2017-18 Dated 9.08.2017 thereafter the present developer has made the construction as per the sanctioned building plan and it is expected that within a very short period the finishing work of the building will be completed as per the specification. The A schedule land is earmarked for the purpose of building residential building complex comprising of apartments and the said project shall be known as “ **ABHILASH** ” .

**5.2 Project:** The Vendor/Developer has, since, named the development as “ **ABHILASH** ” (hereinafter referred to as the said „Project“). Having HIRA Registration No. \_\_\_\_\_.

**5.3 Commencement of Construction:** The Vendor/Developer, after obtaining the Sanctioned Plan for the Complex, commenced the construction in a phased manner.

**5.4 Allotment:** The Vendor/Developer then decided to allot independent Composite Units in the Complex for residential purposes and accordingly received applications for allotment of Composite Units from intending acquirers, including the Purchaser herein. By an Agreement for Sale dated \_\_\_\_\_ (the “Agreement”), the Vendor/Developer agreed to sell and transfer the Composite Unit in favour of the Purchaser subject to fulfillment of the terms and conditions of the Agreement by the Purchaser.

**5.5 Completion Certificate:** The project has been completed by the Vendor/Developer in accordance with the said Sanction Plan and duly obtained the required Completion Certificate from the competent authority vide no. \_\_\_\_\_ dated \_\_\_\_\_ .

**5.6 Completion of Sale:** The Purchaser being fully satisfied about the title of the Premises, the Sanctioned Plan and the construction of the Composite Unit, has approached the Vendor/Developer for completing the sale and transfer by conveying the Composite Unit in its favour.

**5.7 Execution:** The Vendor/Developer being agreeable to the above, the parties hereby execute this Deed of Conveyance for sale and transfer of the Composite Unit in favour of the Purchaser on the terms and conditions hereinafter contained.

## **6. NOW THIS INDENTURE WITNESSETH AS FOLLOWS:**

**6.1 Sale:** The Vendor/Developer hereby sells, conveys and transfers unto and in favour of the Purchaser the “Composite Unit”, morefully described in Schedule B hereto which the Purchaser shall have, hold and enjoy forever hereafter, free from all encumbrances, on consideration of the total sum mentioned in Schedule D (the "Net Price") paid by the Purchaser to the Vendor/Developer, but subject to the mutual easements and restrictions mentioned in Schedule E (the “Purchasers” Specific Covenants”), which shall be covenants running with the Composite Unit in perpetuity.

**6.2 Transfer:** The transfer made hereunder is a “sale” within the meaning of the Transfer of Property Act, 1882.

**6.3 Possession:** Simultaneously with the execution hereof, the Vendor/Developer has handed over the vacant and peaceful possession of the Composite Unit in favour of the Purchaser.

**6.4 Covenants of the Vendor/Developer:** The Vendor/Developer hereby covenants with the Purchaser that:

**6.4.1** The Vendor/Developer has the right, title, interest, power and absolute authority to sell, transfer and convey the Composite Unit.

**6.4.2** The Purchaser shall, subject to observing and performing the covenants contained herein, peaceably own, hold and enjoy the Composite Unit.

**6.5. Covenants of the Purchaser:** The Purchaser hereby agrees and covenants with the Vendor/Developer as follows :

**6.5.1** The Purchaser has inspected and verified all the documents and Sanctioned Plan related to the Complex and the Composite Unit.

**6.5.2** The Purchaser has also inspected the Flat, and the Parking Space and is absolutely satisfied as to the area and construction of the Flat, and the Parking Space and the conditions and descriptions of all the fixtures and fittings installed and/or provided therein and also the amenities and facilities appurtenant thereto and as to the nature, scope and extent of benefit or interest in the Common Portions of the Complex.

**6.5.3** The Developer/resident association or the facility management company as the case may be may further allow and permit guest or non-residents of the Project to access and use the Special Facilities on payment of suitable fee/compensation, at their discretion. Simultaneously upon the execution hereof, the purchaser hereby consents to the same.

**6.5.4** The Purchaser is aware and has full knowledge of the applicable laws, notifications, rules and regulations applicable to the said Complex and the Premises.

**6.5.5** The Vendor/developer has created some facilities within the said Complex (all the Phases) which shall be in common to all the Phases and the purchaser hereby strictly undertakes not to object or create hindrances in usage of common areas and special facilities which are in common between Phases for the use of the residents of adjacent Phases or non residents in terms of the rules and regulation stipulated for use of common areas and special facilities by the Vendor/Developer.

**6.5.6** The Purchaser covenants that notwithstanding anything herein stated the Common Portions of the Project will be only those which has been earmarked by the Vendor/Developer for common use of all the owners of the flats (the “residents”) in the Project.

**6.5.7** A demarcated portion of the top roof of the Building shall remain common to all residents of the Building (the “Common Roof”) and all common installations such as water tank and lift machine room shall be situated in the Common Roof. The remaining portion of the top roof excluding the Common Roof shall belong to the Vendor/Developer with right of exclusive transfer and the Purchaser shall not be entitled to do any act which prevents or hinders such transfer.

**6.5.8** The Purchaser accepts and acknowledges that the Vendor/Developer is entitled to construct further floors on and above the top roof of the Building and/or to make other constructions elsewhere in the Premises subject to statutory approvals and the Purchaser shall not obstruct or object to the same. In this respect, the Vendor/Developer and/or its employees and/or its agents and/or contractors shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Purchaser shall not be entitled to raise any objection with regard thereto. After such

construction, the roof above such construction shall again have a Common Roof for common use of all residents of the Building.

**6.5.9** The Purchaser shall have the Flat mutated and separately assessed in his/their name from the appropriate authority.

**6.5.10** The right to use of the Parking Space can only be transferred along with the Flat hereby sold and shall be deemed to have been transferred with the Flat even though the same is not expressly mentioned in any future conveyance or instrument of transfer. The Purchaser is only entitled to use the parking space. If any parking space remains unallotted then the same shall continue to be property of the Vendor/Developer and can be allotted or used at their sole discretion.

**6.5.11** The Purchaser shall apply to the West Bengal State Electricity Board (WBSEB) individually for obtaining supply of power and meter for the respective Flat and the Purchasers shall pay all applicable security deposits, cost of cable and/or all other charges for the same to WBSEB.

**6.5.12** If the Purchaser fails to pay Maintenance charge consecutive three (3) months, he/she will lose the right to park the car even if he has been allotted the same by the Vendor/Developer also lose the right to use common facilities.

**6.5.13** The Purchaser shall perform and fulfill all the covenants, stipulations, conditions and obligations of the Purchasers as contained in Schedule E.

**6.5.14** The Purchaser shall pay all rates, taxes and outgoings, including Municipal tax, surcharge, land revenue, levies, cess, wholly in respect of the Composite Unit and proportionately in respect of the project. The Purchaser shall further pay proportionately the common expenses/maintenance charges mentioned in Schedule F (the "Common Expenses").

## **7. Subject Matter:**

**7.1** The words used in bold in the heading of the clauses and any Sub-Clauses have the meaning assigned to them in such Clauses or Sub-Clauses and the words put in bold in brackets define the word, phrase or expression immediately preceding.

**7.2** Single number shall include plural number as well.

**7.3** Masculine gender shall include feminine and neutral genders as well.

**7.4** That whatever the Parties hereto have stated in the recital of this Deed of Conveyance hereinabove shall be deemed to be the representation/s and declaration/s and shall form an essential part of this Deed of Conveyance.

**7.5** In this Deed of Conveyance unless the context otherwise requires the terms defined in nomenclature and the recitals hereinabove shall have the same meaning.

## **SCHEDULE A**

**(PREMISES i.e. the piece and parcel of land on which the said PROJECT  
has been constructed)**

ALL THAT the piece and parcel of land measuring 34 cottah 8 chatak 5 Sq ft equivalent to .570 Acres, comprised in RS Plot No. 552, RS Khatian No 320 corresponding to LR Plot No. 735 (part) , LR Khatian NOs 1124, 1126, 1127 (old) , 1759 and 1760 (New) and Bastu/goalghar land property measuring 3 cottah 5 chatak 0 Sq ft equivalent to .055 Acres in RS Plot No. 552, RS Khatian No 320 corresponding to LR Plot No. 755 , LR Khatian NOs 1124, 1126, 1127 (old) , 1759 and 1760 (New) both measuring 37 cottah 13 chatak 5 sq. ft. equivalent to 0.625 acre situated under Sheet No. 3, JL No. 1, Mouza Chandernagore in Ward No. 2 of Chandernagore Municipal Corporation having holding No 65 (new), 48 (old), in the locality of Bibirhat Main Road (west)butted and bounded as follows:

On the North :

On the East :

On the South :

On the West :

### **SCHEDULE B (COMPOSITE UNIT)**

ALL THAT the residential Flat No. \_\_\_\_\_ on the \_\_\_\_\_ floor of the Block \_\_\_\_\_ having \_\_\_\_\_ sq.ft. ( \_\_\_\_\_ ) square feet of \_\_\_\_\_ area, more or less within the Project and Flat, delineated in the Plan annexed hereto in colour Red; TOGETHER WITH the exclusive right to use and enjoy \_\_\_\_\_ Open /Covered car parking space; TOGETHER WITH the proportionate, undivided, indivisible and singly non transferable share in the land comprised in the Premises; TOGETHER WITH the proportionate, undivided, indivisible and single non transferable share in the Common Portionsof the Project; TOGETHER FURTHER WITH the right of perpetual easement on the roads and pathways for ingress to and egress from the Project.

### **SCHEDULE C (COMMON PORTIONS)**

1. Area: a) Open and/or covered paths and passages.
- b) Lobbies and staircases of the Building.
- c) Stair head room, lift and lift well.
- d) Boundary walls and main gates of the Premises.
- e) Landscape, Garden & Children's play area.

2. Water and Plumbing: a) Water reservoirs. b) Water tanks. c) Water pipes (save those inside any Flat). d) Underground tank and installations for fire fighting, if any.

3. Electric Installations: a) Wiring and accessories for lighting of Common Portions. b) Electric Installations relating to meter for receiving electricity from WBSEB. c) Pump and motor. d) Lift and lift machinery.

4. Drains: a) Drains, sewers and pipes. b) Drainage connection with Municipality, if available.

5. Others: Other areas and installations and/or equipments, if any, as are provided in the Complex and/or the Premises for common-use and enjoyment of the residents.

6. The General Common Elements include, without limitation, the following:

I. The land and all other areas of the Property and all apparatus, systems, equipment and installations now or hereafter existing in the building or on the Property, not part of any unit, for the common use of all Units or by all Unit owners or necessary or convenient for the existence, maintenance of safety of the property as a whole;

II. All foundations, columns, girders, beams and supports, including load bearing walls, but excluding those which are specifically designated elsewhere in this Declaration or on the Floor Plans as otherwise.

III. All structural floors assemblies, including the underside of such assembly ceiling;

IV. All common roof and roof structures but excluding and mechanical or HVAC equipment or their related wires, pipes, conduits, ducts and similar

appurtenances which are part of a Unit of Limited Common Elements located upon the roof pursuant to an easement reserved in this Declaration.

V. All exterior walls of the building and the structural masonry walls.

VI. All windows, window frames, casements and mullions.

VII. The stair and stairwell.

VIII. All central and appurtenant installations for services such as electricity, telephone, television, gas, sewer, waste, hot and cold water (including all pipes, ducts, wires, chutes, cables and conduits used in connection with any such service whether located in Common Elements or in Units) and all other mechanical equipment spaces (except for those which are contained within Units or are Limited Common elements or Residential Limited Common Elements) which serve or benefit all unit owners or other General Common Elements.

IX. All other facilities of the building (including but not limited to shafts, pipes, wires, ducts, vents, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety or, all units or all unit owners.

**7. LIMITED COMMON ELEMENTS** shall mean the following portions of the Common Elements which are designated as Limited Common Elements, the use of which is restricted to the exclusive use of the Unit owner, its tenants, licensees, invitees, agents and employees:

I. All central and appurtenant installations for services such as electricity, telephone, television, gas, sewer, waste, hot and cold water (including all pipes, ducts, wires, chutes, cables and conduits used in connection with any such service which exclusively serve or benefit the unit, whether located in Common elements or in other Units)

II. All tanks, pumps, motors, fans, compressor and control equipment which exclusively serve the Unit, whether located in Common Elements or in other Units.

III. All mechanical, electrical, plumbing (including their related wires, pipes, conduits, ducts and similar appurtenances) which exclusively serve or benefit the Unit, whether located in common elements or in other units and.

IV. Pumps, motors, piping and controls located in the mechanical rooms which exclusively serve or benefit the Unit.

#### **SCHEDULE D (NET PRICE)**

ALL THAT the net price of Rs. \_\_\_\_\_/-

(Rupees \_\_\_\_\_) only has been paid by the Purchaser to the Vendor/Developer, for the Composite Unit, in full and final payment and the Vendor/Developer hereby admits and acknowledges the receipt of the same.

#### **SCHEDULE E (PURCHASERS" SPECIFIC COVENANTS)**

1. Purchaser shall not:

1.1 Use the Flat for any other purpose but residential.

1.2 Use the Parking Space, if any, for any purpose other than for parking of cars and shall make any construction of whatever nature thereat.

1.3 Make any addition, alteration and/or modification in or about the Flat save and except in accordance with the Rules of the Association.

1.4 Claim any right of pre-emption or otherwise regarding any other portion of other Flat in the Complex.

1.5 Claim partition of the Common Portions or Land Share which shall remain undivided and indivisible.

1.6 Put up or affix any sign board, name plate or display boards in the Common Portions or outside walls of the Buildings save at the places provided or approved therefor provided that this shall not prevent the Purchasers from displaying a decent name-plate outside the main door of the Flat.

1.7 Install or keep or run any generator in the said flat/unit and the parking space if any.

1.8 Alter any portion, elevation or colour scheme of the Buildings and the Common Portions.

1.9 Damage the Common Portions or any of the other Flats by making any alterations or withdrawing any support or otherwise.

1.10 Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions, save at the places earmarked there for by the Facility Manager/Association.

1.11 Place or cause to be placed any article or object in the Common Portions.

1.12 Do or permit anything to be done which is likely to cause nuisance or annoyance to the owner/occupants of the other Flats and/or the other Buildings.

1.13 Do, keep, store, carry on or cause to be carried on any offensive, combustible, obnoxious, hazardous or dangerous articles in the Flat, if any, or the Common Portions as may be injurious, nuisance or obnoxious to owners/occupiers of the other Flats.

1.14 Affix or draw any wire, cable, pipe from, to or through any Common Portions or outside walls of the Buildings or other parts of the Complex, without approval.

1.15 Install any air-conditioner, except in the approved places.

1.16 Affix box type grill or change the design or the place of the grills, the windows or the main door of the Flat, without prior approval in writing.

1.17 Carry on or cause to be carried on any obnoxious or immoral activity in or through the Flat or the Common Portions.

1.18 Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Flats in the Building and/or the adjoining Buildings.

1.19 Obstruct or object to the Vendors/Developers using, allowing others to use, transferring or making any construction on any area excluded out of the Common Portions and/or the Building save the Flat.

1.20 Obstruct the Vendors or the Developer from selling or granting rights to any person on any part of the Complex and/or the Building, excepting in his/her own Flat or the Parking Space, if any.

1.21 Keep any heavy articles or things or operate any machine, save any usual home appliances, which are likely to damage the floors.

2. The Purchaser shall:

2.1 Do all acts, deeds, matters and things for formation of and other ancillary matters related to the formation of the Association mentioned in Part II of this Schedule.

2.2 Pay all charges for the Common Expenses as mentioned in Schedule F.

2.3 Keep the Flat and the Parking Space, if any, and every part thereof and all fixtures and fittings therein or exclusive thereto properly painted and in good repairs and in a neat and clean condition and in a decent and respectable manner.

2.4 Permit the Vendor/Developer to raise cellular towers and/or hoardings on the common roof of the Building.

2.5 Use all paths, passages and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by the Facility Manager/ Association

2.6 Permit the Facility Manager/ Association and any agents appointed by it to enter the Flat, for effecting repairs for Common Purposes.

2.7 Immediately notify the Facility Manager/Association of the tenant's/transferee's address and telephone number, in the event the Purchaser lets out the Flat and the Parking Space.

## **Part II –Association**

1.The Purchasers shall compulsorily become members of the Apartment Owners' Association (the "Association"), to be formed under the applicable laws.

2. The Purchasers shall sign the necessary documents, forms and grant such powers to the Vendor/Developer as may be required for taking steps for formation of the Association.

3. The Vendor/Developer will facilitate in the formation of the Association by calling upon the residents in the Complex to become members of the same.

4. The Purchasers shall accept and follow, without any objection of any nature whatsoever, the rules and regulations of the Association (the "Rules").

5. The Purchasers shall bear and pay all proportionate costs, charges and expenses for formation, including professional charges, of the Association.

6. The Purchasers shall co-operate with the Association and its other members in all its activities.

### **Part III - Management & Maintenance**

7. The Vendor/Developer has handed over all Common Portions of the Complex to a professional commercial facility management organization (the "Facility Manager"). The Facility Manager shall operate, manage and render specified day to day services with regard to the Common Portions, shall levy and collect the Common Expenses. However, the ownership of the Common Portions (subject to the terms of this Conveyance) shall vest in all the residents of the Complex, represented by the Association and the Facility Manager shall merely be the service provider for rendition of specified services with regard to the Common Portions. The Facility Manager may be replaced by the consent of 80% (eighty percent) or more of the residents of the Complex in terms of total flats held.

8. All deposits, payments for common expenses, taxes, mutation fees maintenance charges and all other outgoings shall be made to and kept with the Facility Manager. However, the Facility Manager being a professionally run company, shall not be liable to share or render its accounts to the residents.

9. The Facility Manager shall function at the cost of the residents and will work on the basis of maintenance charges paid by the residents.

10. Default: In case of default by the Purchaser in making the payment of the Common Expenses, in spite of demand by the Facility Manager and/or the Association, as the case may be, the Facility Manager/Association shall be entitled to withhold all or any of the utilities, facilities and/or services to the Purchaser till the Default Amount is in arrears and the Facility Manager/Association, as the case may be, shall further be entitled to interest. The rate of interest as per Act and/or as decided by the association of purchasers or management agency.

11. Charge: Any amounts towards Common Expenses becoming due or payable, the liability for the same shall be a charge/lien on the Composite Unit by the Association and shall remain until remittance in full thereof.

### **SCHEDULE F (COMMON EXPENSES)**

1. Common Utilities: All charges and deposits for supply, operation and maintenance of common utilities.
2. Electricity: All charges for the electricity consumed for the operation of the common machinery and equipment & lighting of common areas.
3. Fire Fighting: Costs of operating and maintaining the fire-fighting equipments and personnel, if any.
4. Association: Establishment and all other capital and operational expenses of the Association.
5. Litigation: All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
6. Maintenance: All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, reconstructing, lighting and renovating the Common Portions, including the exterior or interior (but not inside any Flat) walls of the Said Complex.
7. Operational: All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including Swimming pool, Gym, Community Hall, lifts, D.G. set, changeover switches, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions.

8. Rates and Taxes: Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Complex save those separately assessed on the Purchaser.

9. Staff: The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written. SIGNED AND DELIVERED by PARTIES in presence of WITNESSES:

Signature of Vendor/Co-owners

Signature of Developer

Signature of Purchaser(s)

### **RECEIPT OF CONSIDERATION BY THE VENDORS / DEVELOPERS**

The Vendors / Developers confirm having received from the Purchaser/s a sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only) towards full and final payment of the Consideration for the Composite Unit, being the subject matter of this Deed as per memo below.

By Rs. \_\_\_\_\_ / By Rs. \_\_\_\_\_ / By Rs.  
\_\_\_\_\_/ By Rs. \_\_\_\_\_ / By Rs.  
\_\_\_\_\_/ By Rs. \_\_\_\_\_ / TOTAL Rs.  
\_\_\_\_\_/ Rupees  
\_\_\_\_\_ Only

**WITNESSES**

Signature of Vendor/Co-owners

Signature of Developer

Signature of Purchaser(s)

1.

2.