

DEED OF CONVEYANCE

THIS INDENTURE is made this
TWENTY (2020)

day of

TWO THOUSAND

BETWEEN

SHREE VENKATESH TOWERS LLP. (PAN ADJFS0234J), having its registered office at P-106, Rashtra Guru Avenue, P.O. & P.S. Dum Dum, Kolkata —700028, District : North 24-Parganas, previously known as **SHREE VENKATESH TOWERS PVT. LTD.**, represented by its authorized Partners viz., (1) **SRI RAHUL SINGH. (PAN COQPS7173L)** (Aadhar No. 510921403255), son of Surendra Prasad Singh, residing at P-106, Rashtra Guru Avenue, P.O. & P.S. Dum Dum, Kolkata —700028, District : North 24-Parganas, (2) **SRI RAHUL MAJUMDER, (PAN AWBPM1444M)** (Aadhar No.224031373931) son of Sri Tapas Majumder, residing at 16, Sarat Basu Road, P.O. Rabindranagar, P.S.Dum Dum, Kolkata - 700065, District North 24-Parganas, (3) **SRI KRISHNA KANT MISHRA, (PAN No. BEHPM4603K)** (Aadhar No. 679559444562), son of Sri Raj Narayan Mishra, residing at 5, Garstin Place, Hare Street, Kolkata - 700001, (4) **SRI CHANDRA PRAKASH DUGAR (PAN No. ADWPD7128B)** (Aadhar No 365214998929) son of Late Subh Kumar Dugar, residing at 9/4A, Mahadev Chatterjee Lane, P.O. & P.S. Bhawanipur, Kolkata - 700020, District- Kolkata, referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

AND

_____ hereinafter called the "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

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

WHEREAS:

A. The Owner/Promoter are the absolute owner of the SAID LAND vide Deed(s), details of chain of title of which are more fully described in the Schedule A-1 hereto and by amalgamation respective plots of total lands total measuring **1 Bigha 14 Cottahs 5 Chittaks 20 Sq.Ft.** more or less and mutated its name in the records of local Dum Dum Municipality and converted the same into single Holding, described in Schedule A ("SAID LAND").

B. The said Land is earmarked for the construction of several numbers of multi storied buildings thereon which is or shall be known as "SHREE VENKATESH ENCLAVE PHASE II" ("Project").

C. The Office of Dum Dum Municipality has sanctioned the site plan on 11.08.2017 bearing no. G+V/102/2017-18

D. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment from Dum Dum Municipality. The Promoter agrees and undertakes that it shall not make any changes to the approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

E. By and under an agreement dated _____ (hereinafter referred to as the said AGREEMENT FOR SALE) registered with the office of the _____ and recorded in Book No. ___ CD Volume No. ___ pages ___ to ___ being No. ___ for the year _____, the Developer had agreed to sell and transfer and the Purchaser had agreed to purchase ALL THAT piece and parcel of the Residential Unit/ flat measuring a carpet area of _____ square feet together with a balcony area of ___ sq. ft. (built up area of _____ sq. ft.) be the same a little more or less together with the right to use ___ nos. Open/Covered/Multi-level Car Parking Space (dependent/independent) on the ___ level of the Building/ Project/Complex together with the right to use the common areas/common parts and facilities in common with other PURCHASERS (hereinafter referred to as the "Designated Apartment" more particularly described in Schedule B and the floor plan of the Designated apartment is annexed hereto); at and for the consideration and under the terms mentioned and contained therein.

F. The Developer has completed construction of the Building at the said Premises in accordance with the said Plan with permissible modifications/additions/variations/alterations thereto and the DumDum Municipality has issued the Completion Certificate No. _____ dated _____ to such effect.

G. At or before the execution of this Indenture, the Purchaser has fully satisfied itself and represented the following:-

- i. The Purchaser has caused due diligence and has satisfied itself/himself/herself/themselves with regard to the right, title and entitlement of the Vendors in respect of the Unit and said Entire Land including the land comprised in the Project.
 - ii. The Purchaser has satisfied itself/himself/herself/themselves that the said Unit and the Properties the Properties Appurtenant thereto is free from all encumbrances and about the Vendors entitlement to develop the said Project/Complex and also to transfer or otherwise deal with various units/constructed spaces therein without any restrictions
 - iii. The Purchaser has duly inspected and satisfied itself/himself/herself/themselves with regard to the plan sanctioned by the DumDum Municipality and all subsequent modifications/additions/variatioins/alterations thereto.
 - iv. The Purchaser has inspected and duly satisfied itself with regard to the area, specification, flooring, fixtures and fittings of the said Unit.
 - v. The Purchaser has duly satisfied itself/himself/herself/themselves with regard to the quality of construction, workmanship, specifications and structural stability of the Building/Project/Complex and common areas/ common parts and facilities and also various facilities and/or amenities comprised in the Building and/or installed at any portion of the said Project/Complex.
 - vi. The Purchaser is fully satisfied about the terms of sale, the amounts paid and incurred by the Purchaser and various covenants contained in the said Agreement of Sale dated _____ as well as this Indenture.
 - vii. The Purchaser acknowledges that the right of the Purchaser shall remain restricted to the said Unit and that the Purchaser will not have any right whatsoever over and in respect of the other parts and portions of the Building/Project/Complex.
- And has agreed not to raise any objections whatsoever or howsoever.

Interpretations:

- 1.1 Wherever any expenses or costs are mentioned to be borne or paid proportionately by the PURCHASER, then the portion of the whole amount payable by the PURCHASER shall be in proportion to the area of the PURCHASER's respective Apartment, which will also include proportionate area of the total common area.
- 1.2 Any reference to statute shall include any statutory extension or modification or enactment of such statute and/or any rules regulations or orders made there under.
- 1.3 Masculine gender shall include feminine and neuter genders and vice versa.

1.4 The paragraphs heading do not form part of this deed and have been given only for the sake of convenience and shall not be taken into account for the construction of interpretation.

1.5 Any reference to a clause or a Schedule means a Clause or Schedule of this deed.

2. Subject Matter of Sale/Transfer: more fully described in Schedule B.

3. Now this Indenture witnesses:

3.1 Transfer:

3.1.1 In consideration of payment for a total amount, as mention in the Memo of Consideration annexed hereto, paid by the PURCHASER to the Promoter herein and in further consideration of PURCHASER fulfilling all obligations under these presents, the Promoter (Transferor) do hereby sell, transfer, convey, assure and assign forever unto and in favour of the PURCHASER ALL THAT an Apartment with facility to park medium size road worthy passenger car/s in the allotted car parking space, if allotted, hereinafter referred to as the Said Unit and forming part and parcel thereof, more fully described in the Schedule B, together with proportionate variable, undivided, indivisible share of land underneath the building and attributable to the said Apartment/Unit, and the Transferor doth hereby release, relinquish and disclaim all their respective right, title and interest into or upon the said Unit TO HAVE AND TO HOLD the said Unit, unto the PURCHASER herein absolutely and forever free from all encumbrances, trusts, liens, quasi easement and other stipulation and provision in connection with the beneficial use and enjoyment of the said Unit, belonging to and held by the PURCHASER for residential purpose only and upon/after execution of this deed, subject however, to the rights reserved by the Transferor, the PURCHASER shall have every right to sell, gift, lease and transfer the same.

3.1.2 Right to use the common area of the said Residential Complex more fully described in Schedule-C (Share of Common area), are all comprised in and/or being part or portions of the said Premises and/or the said Residential Complex, including the common facilities and amenities provided thereat.

3.1.3 The aforesaid sale and transfer is and subject to the mutual easements and restrictions more fully described in Schedule-F and further subject to conditions more fully described in Schedule -G, which shall be covenants running with the said Unit.

3.2. Covenants of the PURCHASER:

3.2.1 The PURCHASER subject to compliance of all the terms and condition of this deed and further, observing and performing the covenants, more fully described in the Schedule – G, appearing hereinafter, shall peacefully own, hold and enjoy the said Unit.

3.2.3 The PURCHASER has been and is aware, that certain minor changes, modification and/or alteration, for the purpose of expeditious construction, better planning and due to non-availability of certain materials, during the course of construction were made by the Promoter on the advice of the Project Architect, to the preliminary plans and specifications, reflected in the brochure, at the time of booking and the PURCHASER hereby undertakes not to raise any dispute and/or claim of whatsoever nature in this regard.

3.2.4 Upon execution of this deed of sale, the PURCHASER, subject to the warranty mentioned in clause 3.3.3, hereafter, shall not raise any claim of whatsoever nature, against the Promoter.

3.3 Covenants and Rights of Transferor:

3.3.1 The Transferor confirm that the title to the Premises is marketable and free from all encumbrances and the Transferor have good right, full power and absolute authority to sell, transfer and convey the said Apartment, as mentioned in Schedule B.

3.3.2 That at the costs and requests of PURCHASER, the Transferor shall do all such acts and execute all documents as may be required for more perfectly assuring the said Unit unto and/or in favour of the PURCHASER and shall also, for verification produce and / or provide all original title documents/papers, unless prevented by fire or irresistible force.

3.3.3 The Promoter shall rectify all reasonable construction related defects in the Unit, if any, brought to the notice of the Promoter, at its own cost and effort, within five calendar year from the date of Completion Certificate, issued by the SDM. It is clarified that the above said responsibility of the Transferor shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised modifications or repairs done by the PURCHASER or his/her/their/its nominee/agent, (c) cases of force majeure (d) failure to maintain the amenities/equipments (e) accident and (f) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Promoter to the PURCHASER ends before the defect liability period and such warranties are covered under the maintenance of the said Residential Complex and if the annual maintenance contracts are not done/renewed by the PURCHASERS, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by

the Vendors/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as to be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The PURCHASER has been made aware and the PURCHASER expressly agrees that the regular wear and tear of the Residential Complex excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 200 Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of PURCHASER it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.

3.3.4 The Promoter shall be entitled to allot, transfer, enjoy and/or utilize all open/covered car parking spaces, save and except those allotted to the PURCHASER, and/or any other constructed area which is not earmarked/reserved for the common use of owners/occupants of the said Residential Complex, "SHREE VENKATESH ENCLAVE PHASE II, at such consideration or in such manner as thought deemed fit and proper.

3.3.5 The Promoter reserve its right for development in future adjoining/ neighbouring premises and extend the common services and facilities provided herein, including ingress and egress from the main road through and from the said Residential Complex and/or to the said premises.

3.3.6 The Promoter shall transfer the common areas of the project to the Association of the Allottees when the same being formed and registered. The PURCHASER shall sign all necessary documents, forms, applications for registration of Association, as and when asked by the Promoter, and for that the PURCHASER shall authorize/empower the Promoter by giving a Power of Attorney in favour of its representative.

4. Possession: Simultaneously upon execution of this deed of sale, the Promoter have handed over possession of the said Apartment along with the car parking space, if allotted as per the plan annexed hereto, to the PURCHASER, which the PURCHASER hereby admits and acknowledges, to have received and the PURCHASER/s is/are fully satisfied and has further declare and confirm that he/she/they have no claims whatsoever, with regards to quality of construction, completion time or otherwise for the said Apartment against the Transferor.

THE SCHEDULE -A ABOVE REFERRED TO

ALL THAT piece and parcel of bastu land measuring 1 Bigha 14 Cottabs 5 Chittaks 20 sq.ft. more or less along with multi-storied building standing thereon lying and situated at Premises No. 168, P.K. Guha Road, Kolkata — 700028, comprised in Mouza-Sultanpur, J.L. No. 10, R.S. No. 148, Touzi No. 173, comprised in R.S. Dag No.623, 624, under R.S. Khatian No.485 within the municipal limits of Dum Dum Municipality, Ward No. 10, P.S. Dum Dum, under Additional District Sub-Registry Office Cossipore Dum Dum, in the District: North 24-Parganas along with all rights of common areas, facilities and right of egress and ingress, delineated in Red marked in the Map or Plan annexed hereto and butted and bounded by :

ON THE NORTH:- P.K. Guha Road;

ON THE SOUTH:- Venketesh Enclave;

ON THE EAST:- Wonder Land Housing;

ON THE WEST:- P.K. Guha Road.

OR HOWSOEVER OTHERWISE the same may be butted and bounded, known number, called described and / or distinguished.

SCHEDULE 'B'

I. DESIGNATED APARTMENT : ALL THAT piece and parcel of one self contained Flat No. _____ on the Floor at _____ side in the Block - _____, lying and situated at Holding No. 168, P.K. Guha Road, Ward No. 10, P.S. Dum Dum, consisting of _____ bed rooms, _____ toilets, _____ kitchen, _____ drawing-cum-dining room, _____ balcony having covered area _____ sq.ft., stair & lift area _____ Sq.Ft. and 25% service area _____ Sq. Ft. more or less i.e. total super-built up area _____ Sq.Ft. more or less of the building lying and situated demarcated portion of the property fully described herein below as SAID LAND on which the said building is erected and built and also rights and obligations in respect of common areas and facilities along with right of easement in all common areas available under the provisions of the West Bengal Apartment Ownership Act, 1972.
Delineated in the Map or Plan annexed therewith herein Bordered **RED**.

SCHEDULE A-1

CHAIN OF TITLE:

1. By an Indenture of Conveyance dated 12.07.1944 being no.2235 for the year 1944 made BETWEEN Amiya Bala Choudhury, Bimalendu Choudhury, Purnendu Choudhury, Nirmalendu Choudhury, Saradindu Choudhury, Ardhendu Choudhury and Satya Prakash Choudhury AND Kamalabala Dassi said Amiya Bala Debi sold and conveyed 1.13 Acres of land in Mouza - Sultanpur, J.L. No.10, Khatian No.485, being Dag No.623 & 624, Touzi No.173, R.S. No. 148, P.S.-Dum Dum.
2. The said Kamala Bala Dassi became owner of the above land and mutated her name in Dum Dum Municipality record for the same land with premise no.40, P.K. Guha Road, Kolkata 700028.
3. The said Kamala Bala Dassi died on 22.07.1985 leaving her four sons, namely Balai Ch. Dutta, Kanai Dutta, Nemaï Dutta and Netai Ch. Dutta and only daughter, namely Sova Roy.
4. Kamalabala Dassi Bequeathed in favour of her son Balai Ch. Dutta and her grandson, namely Sanjoy Kr. Dutt, son of Nemaï Dutta the premises no.40, P.K. Guha Road, Kolkata 700028 by a Will dated 13.07.1967.
5. Kamalabala Dassi also Bequeathed in favour of her two grandsons, namely Ashoke Dutt and Alope Dutt the land 15 Cottah 4 Chittacks 11 sq.ft. by the Will dated 13.07.1967.
6. The above legatee Balai Ch. Dutta and Sanjoy Kr. Dutt obtained probate in respect of 2 Bigha 7 Cottah 8 Chittack 41 sq.ft.
7. The said Balai Ch. Dutta died on 18.02.2003 leaving behind his only daughter Bani Mitra and Balai Ch. Dutta bequeathed 50% of his share of premises no. 40, P.K. Guha Road, Kolkata 700028 to his daughter by a Will dated 18.12.1992 the probate of which was obtained by Bani Mitra.
8. The said Bani Mitra sold and conveyed land measuring 1 Bigha 3 Cottahs 21 sq.ft. at premises no. 40, P.K. Guha Road, Kolkata 700028 to BUBUS, Partnership firm.
9. That BUBUS Partnership firm and Sanjoy Kumar Dutt have executed Deed of Partition dated 16.04.2010 thereby BUBUS became absolute owner of the plot of land measuring 1 Bigha 3 Cottahs 12 Chittacks 21 Sq.ft at premises no.168, P.K. Guha Road, Kolkata 700028.
10. That BUBUS sold plot of land measuring 4 Cottahs 4 Chittacks with R.T. Shed to one Prahlad Jaiswal by virtue of Deed of Conveyance being no.4350 for the year 2010.
11. That BUBUS sold plot of land measuring 3 Cottahs 3 Chittacks with R.T. Shed to one Prahlad Jaiswal by virtue of Deed of Conveyance being no.4251 for the year 2010.
12. That BUBUS sold plot of land measuring 4 Cottahs 4 Chittacks with R.T. Shed to one Prahlad Jaiswal by virtue of Deed of Conveyance being no.4250 for the year 2010.
13. That said Prahlad Jaiswal sold plot of land measuring 4 Cottahs 4 Chittacks and 3 Cottahs 3 Chittacks and 3 Cottahs 2 Chittacks with R.T. Shed to Shree Venkatesh

Towers Pvt. Ltd. presently known as Shree Venkatesh Towers LLP by virtue of Deed of Conveyance being no.09954 for the year 2012.

14. The said Sanjoy Kumar Dutt sold, conveyed and transferred ALL THAT piece and parcel of bastu land measuring an area of 1 (one) Bigha 3 (three) Cottahs 12 (twelve) Chittacks 20 (twenty) sq. ft. more or less (at Dag No. 624 land area 17 Cottahs 15 Chittacks 22 sq. ft. and at Dag No. 623 land area 5 Cottahs 12 Chittacks 43 sq. ft. more or less) together with R.T. Shed structure thereon measuring 5000 sq. ft. more or less at Mouza -Sultanpur, P.S. -Oum Oum, District North 24 Parganas. J.L. No. 10, R.S. no. 148, Touzi No. 173, R.S. dag No. 623, 624, R.S. Khatian No. 485, Premises No. 168, P.K. Guha Road, Kolkata -700 028, Ward No. 10, within the local limits of Dum Dum Municipality, under Additional District Sub -Registrar at Cossipore Dum Dum, in the District of North 24 Parganas unto and in favour of SHREE VENKATESH TOWERS PVT. LTD. presently known as SHREE VENKATESH TOWERS LLP, and by virtue of three separate Deed of Conveyances duly registered before the A.D.S.R. Cossipore Dum Dum and recorded in Book No. 1, Volume No. 1506-2015, pages from 236033 to 236072, Being No. 150611062, for the year 2015 since then became the sole and absolute owner of the said four plots of land measuring total area of 1 (one) Bigha 14 (fourteen) Cottahs 5 (five) Chittacks 20 (twenty) sq. ft. more or less and mutated its name in the records of local Dum Dum Municipality and amalgamated the said plots and converted the same into a single Holding from the Dum Dum Municipality.

**THE SCHEDULE C ABOVE REFERRED TO:
(THE COMMON AREAS & UTILITIES AREA)**

1. The entire land or space lying vacant within the said premises.
2. The space within the building comprised of the entrance hereto staircase landings, lobbies, if any.
3. Reservoir on the top floor of the buildings, pump, motor pipes ducts and all apparatus and installations in the premises for common use.
4. Septic Tanks, soak pits and the sewerage lines thereto connected.
5. However the flat Owner shall have the right to go to terrace for inspection of the overhead water Reservoirs pipes lines and install T.V. Antenna.
6. Lift and Lift wall.
7. Water pump, Water tanks, the Water pipes and other Common passage, plumbing installations.
8. Electric Wiring and meter.
9. Boundary walls and main gates.
10. Temple.
11. Gym.
12. Community Hall(A.C.).
13. Power back up.
14. Intercom.
15. Water treatment (plant) filter.
16. CCTV
17. Roof Top 60% belongs to Developer for future development and 40% flat holder.

**THE SCHEDULE D ABOVE REFERRED TO:
(RIGHTS AND OBLIGATIONS OF THE PURCHASERS)**

1. That the **Purchasers** shall and will own and enjoy the said **Flat** of the said land described in the Schedule A & B hereto whereof undivided proportionate share of land has been purchased by the **Purchasers** as per the said building plan approved and sanctioned by the local municipality together with rights in common with all other persons lawfully entitled hereof all sewers drains water courses and all proportionate rights in respect of all the common areas mentioned in the Schedule C above written.
2. That the **Purchasers** shall and will observe and perform the terms and conditions and bye laws and the rules and regulations of the said Association.
3. That the **Purchasers** shall not any time carry on or cause to carrying on the flat hereby sold and conveyed or any part thereof or in the said flat any trade or business whatsoever.
4. That the **Purchasers** shall and will give the Owner of the other flats, the necessary vertical horizontal and lateral support for their flat and also a right of any way over all common Road, staircase passages etc. and shall and will be entitled to similar rights from and other Owner of the said building.
5. The **Purchasers** shall have the right to entry into other flat in the said building for the purpose of effecting repair or services pipes lines and portions of **their** flat, as may reasonably necessitate such entry with a weeks advance intimation of their such intend to enter the Owner concerned and shall and will allow Owner of other flats such entry into **their** flat areas under similar circumstances and upon having similar prior notice in writing.
6. The title deeds of the said property of the Vendor herein shall remain with the Vendor but the **Purchasers** shall be entitled to inspect thereof and to have copies of and/or extracts there from any of them at the **Purchasers** costs and expenses for all reasonable purpose and upon formation of the Association of the flat Owner the Vendor shall hand over all the said deeds and documents to the Association and the Association shall remain bound to make the same available as above stated to the **Purchasers** on some terms.
7. The **Purchasers** shall have full proprietary right on the said **Flat** together with undivided proportionate share of land and the **Purchasers** shall be entitled to sell mortgage, let out lease out or transfer in any way permitted by law without requiring to have or seek any consent for the purpose from the Owner/ Vendor or any other Owner or occupiers.
8. The **Purchasers** undivided interest in the said soil of land describe in the Schedule A hereunder written shall remain joint with the Owner of the other flat
Owner of the said building it being hereby further described that the interest in the said soil or the said plot of land is impartiable.

9. TAXES AND IMPOSITIONS.

- (i) Until such time as the flat comprised in the said unit to be separately assessed and/or mutated in respect of the municipal taxes as the **Purchasers** shall from the date of its occupation of the said unit bear and pay such proportion to such Municipal Taxes and/or rates and/or impositions as may be deemed reasonable from time to time by the Vendor or society, Association upon its formation.
- (ii) Apart from the amount of the such Municipal Taxes and impositions including multi storied building tax and service tax/ GST the **Purchasers** shall also bear and pay all other taxes and impositions if and when necessary in respect of the said building proportionately and the said unit wholly.
- (iii) All proportionate costs of maintenance operating replacing white-washing painting re-building constructing, decorating re-decorating including the outer walls of the building and boundary walls determined by the Association be formed.

THE SCHEDULE E ABOVE REFERRED TO: COMMON EXPENSES

(paid by the **Purchasers** as proportionate share)

1. The expenses of maintaining repairing constructing and renewing the main structure and the drainage system rain water discharge arrangements, for supply of electricity and all common areas contained in the said premises.
2. The costs of cleaning and lighting the entrance of the building the passage and spaces around the building lobby, corridors staircase, Lift and Lift wall.
3. Costs of repairing and decorating the exterior of the building.
4. All taxes levies and impositions deposits etc. for the premises as a whole, as proportionate along with the other owners.
5. All litigation costs relating to the common portions/parts and common interest in the building
6. All salaries wages fees and remuneration of all workmen staff and experts engaged and hired for the common purposes.
7. Costs of maintaining operating replacing and installations implements including pump, motor pipes lights etc. for common services.
8. Premium of Insurance for the Building, if any.
9. Such expenses as would be necessary for or incidental to the said maintenance and upkeep of the premises and of the common areas, facilities and amenities.

Schedule F
Easement & Restrictions)

All Apartment owners/occupants of the said Residential Complex including the Promoter shall be bound by the following easement and/or conditions:

1. The right of ingress to and egress from their respective Apartments over the common portion.
2. The right of passage of wires, cables and other equipments and of utilities including connections for Water, Electricity, Telephone, Cable TV, Internet and all other utilities to and through the route and ducts provided for the same.
3. The right of support, shelter and protection of each portion of the buildings by the other portions thereof.
4. Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part and parcel of the Apartment or necessary for the exclusive use and enjoyment thereof by the coowners in common with each other, subject however to the conditions more fully described in Schedule - G.
5. None of the Apartments shall be partitioned by metes and bounds by dividing an Apartment, for the purpose of sale of such part/s of the said Apartment.
6. The PURCHASERS/occupiers of the said Apartment shall not install any box grill for the windows, nor shall change the design of the balcony railings and shall strictly follow the existing designs and colour of the same, which have been approved by the Architect.

SCHEDULE -G
(PURCHASER's Covenants)
Part I
(Specific Covenants)

1. The PURCHASER shall not:
 - 1.1 Make any civil and structural internal addition, alteration and/or modification in or about the Unit.
 - 1.2 Claim any right of pre-emption or otherwise regarding in respect of any Apartments and/or any portion of the Residential Complex and/or the said Premises.
 - 1.3 Make any claim of any nature whatsoever, with regard to any other areas, open or covered, of the said Residential Complex, save & except the said Unit and in the area of common enjoyment as mentioned hereinbefore in Schedule - C.

- 1.4 Make any claim due to certain changes in the overall plans, construction and specifications of the building.
- 1.5 Injure harm or damage the common areas/portions or any other apartment by making any additions, alternations or withdrawing any support or otherwise.
- 1.6 Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common portion, save at the places earmarked therefor by the Association / Body to be formed by the Apartment owners.
- 1.7 Place or cause to be placed any article or object in the common area/portion.
- 1.8 Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Apartments in the said building and/or the adjoining buildings.
- 1.9 Use or allow the Apartment or any part thereof to be used for any club, meeting, conference hall, nursing home, hospital, boarding house, catering place, restaurant or other public purpose.
- 1.10 Use the parking space, if allotted any, for any other purpose, other than for parking of road worthy cars and/or shall not make any kind of addition / alternation for the same.
- 1.11 Park car/two wheeler or any car on the pathway or open spaces of the said Residential Complex, or at any other space, save & except in the demarcated parking space, if allotted, in writing for the same, and shall further not allow any of their guests/visitors to park their cars within the said Residential Complex.
- 1.12 Put up or affix any signboard, nameplate or other things or other similar articles in the Common Portions or outside walls of the building save at the places provided therefor, however, this shall not prevent the PURCHASER from displaying a small and decent name - plate outside the main door of the Apartment.
- 1.13 Keep, store, carry on or cause to be carried on any offensive, combustible, obnoxious, hazardous or dangerous article in the said Apartment or any common area/portion which may be injurious, nuisance or obnoxious to all other owners/ occupiers.
- 1.14 Affix or draw any wire, cable, pipe from, to or through any Common Portions or outside walls of the Residential Complex or other parts of the said Premises.
- 1.15 Install any air-conditioner, except in the designated places provided for installation of air-conditioners.
- 1.16 Affix or change the design or the place of the grills, railings, the windows or the main door of the Apartment.
- 1.17 Alter any portion, elevation or the color scheme of the Residential Complex, the said Premises and/ or the Common Areas/Portions.

1.18 Object and or raise any objection or claim of whatsoever nature if in future the Promoter, develop any adjoining/neighbouring premises having common access from the main road and shall not object for removing the common boundary wall between such premises for an integrated development of the same thereby enabling the owners and occupiers of all such premises, to have common egress and ingress 15 and use the common driveways and/or common facilities available to such premises jointly and for this purpose to share equally on a pro-rata basis the common expenses towards maintenance and upkeep of development (other than the building constructed therein) and accordingly the proposed building to be developed on such adjoining/neighbouring premises shall be treated as part of the total development.

1.19 Restrict any of the other owners/occupiers of the said Building or Residential Complex for the full and unrestricted enjoyment of the Easements described in Schedule-F.

2. The PURCHASER shall:

2.1 Pay the proportionate cost for Common Expenses as mentioned in Part-IV of this Schedule, and shall also pay for their respective proportionate share of maintenance charges, levies, taxes and all other outgoings related to the said Unit, the Residential Complex and the said Premises within 7 (seven) days of being called upon to do so.

2.2 Observe, perform and comply with the all the conditions mentioned in other parts of this Schedule.

2.3 Keep the said Apartment and every part thereof, all the fixtures and fitting therein properly painted, good repairs, neat and clean conditions and in a decent manner.

2.4 Use the said Apartment, common areas/portions carefully, peacefully, quietly and shall use the common areas / passages etc for ingress, egress and for the purpose of which it is meant.

2.5 Sign such forms, give such authorities and render such co-operation as may be required by the Association/Body, to be formed by the Apartment owners of the Building, for common purposes and/or in the common interest and/or to pursuance thereof.

2.6 Pay fully, in case it is related to the said Apartment/Unit for any alteration and addition, as be required inside the said Apartment/Unit, and shall pay proportionately in case it is related to Residential Complex or any part thereof, which may be imposed/levied by any statutory body and/or otherwise and shall similarly pay all betterment fees, levies and charges required to be paid in respect of the said Apartment / Unit and/or user thereof, including the change of user, if any, as may arise, accrue or be demanded at any time.

2.7 Pay, wholly in respect of the said Apartment/Unit and proportionately in respect of the Residential Complex, all costs, charges and expenses as may arise due to any reason whatsoever, provided that the PURCHASER shall have right to claim reimbursement, if the same be occasioned due to default by any other person.

2.8 Mutually, observe and adhere all the Rules, Regulations and Byelaws as are presently framed by the Transferor and/or those that by the Association upon its formation.

Part-II
(Maintenance of the Residential Complex)

1. The Promoter has constructed a Residential Complex called "SHREE VENKATESH ENCLAVE PHASE II" as more fully mentioned in Schedule - A.
2. Upon formation of the Association or Body for the occupants/owners of the said Residential Complex, all rights and obligations with regard to the Maintenance & Common Expenses shall be transferred to such Association / Body.
3. The PURCHASER shall become a member of the Association/Body to be formed by the Apartment Owners of the said Residential Complex at the behest of the Transferor for the maintenance and management of the Common Portions more fully described in Schedule -C.
4. The Transferor shall assist the PURCHASER in all respects in formation of the Association/Body. The PURCHASER shall co-operate with the Promoter in all respects for formation of the Association/Body, and for that the PURCHASER shall authorize the Promoter by giving a Power of Attorney in favour of its authorized representative.
5. The PURCHASER shall accept the rules and regulations of the Association/Body to be formed by the Apartment owners and diligently observe, perform and comply with the same and also co-operate with the said Association/Body in all its activities.
6. The PURCHASER shall pay all the charges and fees to the Association/ Body as may be levied upon the PURCHASER by the Association/Body within the dates due therefor.
7. No PURCHASER shall have the right to form a parallel, independent Association / Body in respect of the said premises and/or in respect of 17 any Apartment therein other than the Association/Body to be formed by the majority of Apartment owners of the said Residential Complex.

Part-III
(Management & Maintenance)

1. The effective date for maintenance charges shall be considered as per date of Completion Certificate obtained from the SDM, irrespective of the date of possession of the said Apartment/Unit, received by the PURCHASER. The Association/Body to be formed by the Apartment Owners shall manage/ maintain the premises, the said building and the Common Areas/Portions.
2. The Transferor shall be treated as Co-owners in all matters related to the Association/Body to be formed by the Apartment owners in the respect of the Apartments, which have not been transferred by them.

3. The management and maintenance service shall be managed by the Promoter, for a maximum period of one year from the date of issuance of completion certificate, by appointing various agencies such as security, housekeeping and gardening. Other services such as plumber and electrician shall be called from time to time as and when required for any repair and maintenance work.
4. All deposits, payments for common purposes, taxes, and all other outgoings shall be made to and kept with the Association/Body to be formed by the Apartment owners.
5. The Association/Body shall, upon its formation and once handed over by the promoter, be entitled to maintain the Common Areas/Portion.
6. Upon taking over the maintenance and management of the complex by the Association/Body from the promoter, the deposit with the Promoter, if any, towards rate taxes and all other outgoing shall be transferred to the Association/Body. Such deposits shall be utilized by the Association/Body only for the purpose for which the same have been made and the costs, charges and expenses in connection therewith.
7. The Association/Body to be formed by the Apartment owners shall pay all rates, taxes and outgoings, including for insurance, (Outgoings) for the said Residential Complex.
8. If Promoter or the said Association / Body has to make any payments, including outgoings, out of the deposit with them due to any default of the PURCHASER, then the PURCHASER shall pay such amount within 7 (seven) days of payment by the Promoter and/or Association/Body to be formed by the Apartment Owners.
8. The PURCHASER shall make all deposits or payments, as called upon to pay by the said Association/Body from the PURCHASER, within 7 (seven) days of the due date or of receiving demand in writing for the same.

Part-IV
(Common Expenses)

1. Maintenance: All expenses for maintaining, operating, white washing, painting, repairing, renovating, rebuilding, reconstructing, decorating and redecorating, replacing and lighting the areas in the Common Portions.
2. Staff: The salaries and all other expenses of the persons employed for such maintenance work by the Association/Body or by the promoter until the association/body is formed, including their perquisites, bonus and other emoluments and benefits.
3. Operational: All expenses for running and operating all machinery, equipments and installation comprised in the Common Parts, including the cost of repairing, renovating, annual maintenance contract and/or replacing the same, electricity charges for all the Common Parts and for the Common Purposes.

4. Insurance: Costs of insuring the Building and the Common Portions.
5. Association/Body: Establishment and all other expenses of the Association / Body including its formation, establishment, working capital, administrative and miscellaneous expenses.
6. Rates, taxes and other outgoings: All municipal and other rates, taxes and outgoings relating to the Premises which cannot be allocated to any particular Co-Owner of any of the Apartments of the Residential Complex.
7. Reserves: Creation of a contingency fund for replacement, renovation, other periodic expenses and generally for all the Common Expenses.
8. All other expenses and/or outgoings for or relating to the Common Portions as are incurred by the said Association/Body.
9. The PURCHASER shall regularly and punctually make payment of the Maintenance Charges, without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the PURCHASER shall be liable to pay interest @ 2 % per mensem on the due amounts and if such default shall continue for a period of three months then and in that event the PURCHASER shall not be entitled to avail of any of the facilities, amenities and utilities provided in the Said Project and the Promoter/Association as the case may be, shall be entitled to take the following measures and the PURCHASER hereby consents to the same:

- i) to discontinue the supply of electricity to the "Said Unit",
- ii) to disconnect the water supply
- iii) not to allow the usage of lifts, either by PURCHASER, his/her/their family members, domestic help and visitors.
- iv) to discontinue the facility of DG Power back-up
- v) to discontinue the usage of all amenities and facilities provided in the said project "SHREE VENKATESH ENCLAVE PHASE II" to the PURCHASER and his/her/their family members/guests.

The above said discontinuation of some services and facilities shall not be restored until such time the PURCHASER have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/Association to realize the due amount from the PURCHASER.

Part-V
(Apportionment of Municipal Rates & Taxes & Other Impositions)

1. The PURCHASER shall sign all necessary documents, forms, applications for apportionment of taxes of their respective Apartments/Units and for that the PURCHASER shall authorize/empower the Promoter by giving a Power of Attorney in favour of its representative, failing which the Promoter shall not be made liable and/or responsible in any manner for the same.
2. Upon or after the apportionment of taxes by the SDM, the Purchaser PURCHASER alone is liable and responsible to pay the SDM tax and/or any other levy or imposition for its respective Apartment/Unit, as per the bill raised by the SDM, till such time the same is done by SDM the PURCHASER shall pay taxes proportionately along with other PURCHASERS.
3. Besides the amount of the impositions, the PURCHASER shall also be liable to pay the penalty interest, costs, charges and expenses for 20 and in respect of all or any of such taxes or Impositions (Penalties), proportionately or wholly, as the case may be.
4. The liability of the PURCHASER of Impositions and Penalties in respect of the said Apartment/Unit would accrue with effect from date of Completion Certificate received for the said Residential Complex.
5. The said Association Body 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.
9. Execution and delivery:

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

SIGNED, SEALED & DELIVERED

In the presence of:

1.

SIGNATURE OF THE VENDOR

2.

SIGNATURE OF THE PURCHASERS

RECEIVED of and from the within named Purchasers within mentioned sum of Rs. /-
(Rupees) only as per memo given below :-

MEMO OF CONSIDERATION

Dated _____ Cheque No. _____ Bank and Branch _____ Amount _____

Total Rs. /-

(Rupees) only.

WITNESSES:

1.

2.

SIGNATURE OF THE VENDOR