

DEED OF CONVEYANCE

This **DEED OF CONVEYANCE** ("**Deed**") is made on this [] day of [] 2020 at []

BY AND AMONG:

PREMIER MICA MINING AND MANUFACTURING COMPANY (Income Tax PAN No. AAGFP4441G), a partnership firm under the Indian Partnership Act, 1932, having its principal place of business at 98/A, Barrackpore Trunk Road (also known as B.T. Road), Police Station Baranagar, Post Office ISI B.T. Road, Kolkata - 700 090, represented by its authorized signatory, Mr. [•] (Income Tax PAN No. [•]; Aadhar No. [•] and Mobile No. +91-[•]), son of [•], working for gain at 98/A, Barrackpore Trunk Road (also known as B.T. Road), Police Station Baranagar, Post Office ISI B.T. Road, Kolkata - 700 090, hereinafter referred to as the "**Promoter**"/"**Owner**" (which expression shall mean and include its successors-in-interest and/or assigns) of the **One 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 **OTHER 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 **OTHER 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 **OTHER 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 **OTHER 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 **OTHER PART**.

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

WHEREAS:

- A.** The Promoter/Owner herein became and is the full and absolute owner of All That the piece and parcel of land admeasuring 124.55 decimals more or less (equivalent to 3 (three) bighas 15 (fifteen) cottahs 5 (five) chittacks and 28.98 (twenty eight point nine eight) sq.ft. more or less), together with the structures standing thereon and/or the Project to be developed thereon, situate, lying at and being Premises No. 98/A, B.T. Road, also known as Barrackpore Trunk Road (formerly forming a part of Premises No. 98, B.T. Road), Kolkata - 700 090, having been assigned Holding No. 2096/1/1 (formerly a part of Holding No. 2096/1), within Ward No. 16 of the Baranagar Municipality, Police Station Baranagar, Post Office ISI B.T. Road, District 24 Parganas (North), West Bengal more fully described in the **Schedule A** hereunder written and hereinafter for the sake of brevity referred to as "**the Land/Premises**", free from all encumbrances, charges, liens, lispens, attachments, trusts whatsoever or howsoever. The Plan of the said Premises is annexed hereto and marked as Schedule "B".
- B.** The Owner/Promoter being desirous of commercially exploit the said Premises, earmarked the same for development of the Project thereon, and in pursuance thereof applied to Baranagar Municipality, whereupon the Plan was sanctioned being No. 024/16 dated 04th May 2020_(hereinafter referred to as the said "**Plan**") by the concerned authorities whereby the Owner/Promoter had become entitled to undertake development of the said Premises by

causing construction of a residential building comprising of _G + 25(Groud plus Twenty Five_____) upper floors ("**Project**").

- C. The Purchaser, being desirous of purchasing an Apartment in residential area in the Project and had applied to the Promoter vide prescribed Application Form No. [] dated [] ("**Application Form**") and has been allotted vide letter dated [] ("**Allotment Letter**") by the Promoter All That the Apartment described in **Part - I** of **Schedule C** hereunder written ("**Said Apartment**") together with the permission to use such number(s) of car parking space(s), if any, to be earmarked, identified and designated by the Owner at the Project and/or the Said Premises, which do not form a part of the Common Areas, as stated in **Part - II** of **Schedule C** hereunder written ("**Car Parking Space**") for the parking of private medium sized/standard car(s) owned by the Allottee within such space(s), subject to and on the terms and conditions recorded in the Application and the Allotment Letter and further subject to the Allottee making payment of the consideration amount as well as all other dues, deposits, costs and expenses, with the floor plan of the Said Apartment being annexed hereto, marked as **Schedule D**. The Apartment and Car Parking Space hereinafter collectively referred to as the "**Apartment**", and having the specifications mentioned in **Schedule E** herein together with right to the proportionate undivided shares in the Common Areas (defined below).
- D. 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.
- E. The Purchaser has from time to time has paid in full as stipulated in the ATS.
- F. The Promoter since has completed construction of the Said Apartment and pursuant to the Plan a Completion Certificate dated [] has been issued by the Baranagar Municipality and intimated the Purchaser about its intention of executing this Deed.
- G. 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:

"Applicable Law" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;

"Association" shall mean [___] set up under the West Bengal Apartment Ownership Act, 1972 or as per applicable laws;

"Common Areas" shall mean the areas, amenities and facilities within the Project specified in **Part I of Schedule G** herein and Facilities/Amenities which also forms part of the common area is specified in **Part II of Schedule G** herein;

"Common Expenses" shall include each of the undernoted charges, expenses etc. payable proportionately by the Allottee and the other Allottees, each as determined by the Owner at its sole and absolute discretion, which shall be final, binding and conclusive on each Allottee including the Allottee:

- a) all the costs, charges, expenses, fees etc. to be incurred for and/or on behalf of the Apartment Allottees for rendition of the Common Purposes; and
- b) all the Outgoings payable in respect of the Said Premises, the Building and the Common Areas; and
- c) the recurring costs, charges, fees, expenses etc. to be incurred/payable/ incurred for the smooth operation, running, management, maintenance, upkeep and administration of the several facilities, infrastructure, utilities etc. at/of the Said Premises and/or the Building including but not limited to those comprising a part of the Common Areas including repairs, replacements, improvements etc. thereof; and
- d) such other charges, expenses etc. as determined by the Owner from time to time; and
- e) such charges, expenses etc. as stipulated in **Schedule H** hereunder written, each of the a forestated together with the applicable Taxes thereon.

"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 Apartments Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments 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;

"**Apartments 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 mentioned in **Schedule F**, the Promoter:

(A) hereby sells conveys and/or transfers, absolutely and forever, to the Purchaser the All That the Apartment described in **Part - I** of **Schedule C** hereunder written ("**Said Apartment**") together with the permission to use such number(s) of car parking space(s), if any, to be earmarked, identified and designated by the Owner at the Project and/or the Said Premises, which do not form a part of the Common Areas, as stated in **Part - II** of **Schedule C** hereunder written ("**Car Parking Space**") for the parking of private medium sized/standard car(s) owned by the Allottee within such space(s), together with undivided proportionate share in the Common Areas and together with undivided proportionate share in the land comprised in the Said Premises (**said Apartment**);

(B) hereby grants a perpetual and non-exclusive:

(i) right to use and enjoy the Common Areas in common with all the other Apartment Owners; and

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

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

- 2.3 AND IT IS HEREBY EXPRESSLY AGREED AND MADE CLEAR that the payments paid by the Purchaser includes the cost of prorata share in the common areas as defined under the West Bengal Housing Industry Regulation Act 2017 (ACT) and as such upon formation of the Association the prorata share of the Purchasers into or upon the common areas hereby sold and transferred in favour of the Purchaser shall stand transferred and/or vested in the Association upon formation without any further act deed or thing as provided under the provisions of Section 17 of the West Bengal Industry Regulation Act 2017 and until then the Purchaser shall hold the same in trust for such Association.
- 2.4 The right of the Purchaser shall be restricted to the Said Apartment together with the right to the common areas and the Purchaser shall have no right, title or interest whatsoever in respect of the others Apartment and car parking space in the Project.
- 2.5 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.
- 2.6 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 Apartment Owner and/or of the Promoter.
- 2.7 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 Apartment Owner and/or of the Promoter.
- 2.8 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 OWNER AND THE PROMOTER**

- 3.1 The Owner and 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 payments as mentioned in **Schedule-F** and acknowledges the receipt thereof in the Memo of Consideration hereunder.
- 3.4 The Promoter hereby further covenant that the Purchaser shall, subject to observing, performing and complying with the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including, **Schedule I** and **Schedule J**, peaceably own, hold and enjoy the said Apartment.
- 3.5 The Promoter hereby further covenant that post formation of the Association as per the applicable local law, the Promoter shall execute conveyance of the common areas in favour of the Association. It being made clear that cost and charges including stamp duty and registration for such conveyance shall be borne by the Association i.e the cost shall be shared proportionately among the Apartment Acquirers.

4. COVENANTS OF THE PURCHASER

- 4.1 The Purchaser agrees, undertakes and covenants to:
- (a) perform, observe and comply with all the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in the Agreement to Sale (as if they were incorporated in these presents) and in this Deed and not to commit breach of or do any act contrary to any of the terms, covenants and conditions stated therein or herein;
 - (b) pay wholly in respect of the said Apartment and proportionately in respect of the Common Areas, the Common Expenses, Maintenance Charges, electricity charges and all levies, duties, charges, surcharges, rates, taxes and outgoings including GST, betterment and/or development charges under any statute, rule or regulation, electricity charges. Common Expenses and Maintenance Charges that may be and/or become payable at any time (including enhancements thereto and/or new imposition) relating to the construction, transfer, ownership and/or maintenance of the

said Apartment and/or relating to this Deed of Conveyance without raising any objection thereto, within 15(fifteen) days of demand being made and the Promoter shall not be liable for the same under any circumstance;

- (c) regularly and punctually pay and contribute all costs and expenses for the utilities and facilities provided and/or obtained in the said Apartment and ensure that those to the other Apartment 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 Apartment 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/Promoter 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 Apartments, 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 Apartments 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 the Allottee alleges any structural defect in the construction of the Said Apartment or any defect in the Apartment Specifications, and the Allottee brings the same to the notice of the Owner in writing within a period of 5 (five) years from the date of handing over possession, it shall be the duty of the Owner to, without further charge, undertake necessary remedial steps for rectification and/or replacement of the same as advised by the Architect within 30 (thirty) days, and in the event of the Owner's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

The liability of the Owner to undertake any remedial steps shall arise only in cases where such alleged defect:

- a) is established as having been caused due to the fault of the Owner; and/or
- b) has not been caused and/or occasioned, directly and/or indirectly, by/due to the commission or omission of any act, deed or thing caused/occasioned by and/or attributable to the Allottee and/or any of the contractors, men, servants, personnel, agents, employees, contractors etc. of the Allottee; and/or
- c) has not been caused and/or occasioned, directly and/or indirectly, by/due to the delay on the part of the Allottee in taking timely hand over of the Said Apartment in the manner stipulated in and subject to the terms of this Agreement; and/or
- d) is not on account of/due to normal wear and tear, accident, misuse etc.; and/or
- e) is not any manufacturing or other defect in any branded inputs or fixtures or services of a third party; and/or
- f) does not pertain to:
 - 1) equipments (including but not limited to generators, motors, sewage

treatment plants, transformers and gym equipment) which carry manufacturer's guarantees for a limited period; and/or

- 2) fittings relating to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear; and/or
- 3) allowable structural and other deformations including expansion quotient,

and further provided that no steps have been/are taken by the Allottee of his/her/ their/its own volition in an endeavour to rectify any such purported defect.

- ii) The Owner's defect liability obligations stated in this Agreement shall also be subject to the Allottee/Association/Facility Management Entity continuing with all the annual or other maintenance contracts for the equipments, materials etc. installed/used within the Project and/or the Said Apartment. The Allottee also acknowledges and accepts that non-structural cracks may appear in the external and internal walls of structures on account of variations in temperature or due to occurrence of Force Majeure event(s), which shall not be covered under the defect liability obligations of the Owner.
- iii) In the event there is any dispute in relation to any alleged defect or deficiency as stated aforesaid including determining if the same tantamounts to an alleged defect in the construction of the Said Apartment and/or in the Apartment Specifications, the said dispute shall, notwithstanding anything to the contrary contained in this Agreement, be referred to the Architect, whose decision in respect thereof shall be final and binding on the Parties.
- iv) Subject to the above, in the event the Owner fails to rectify such defects and/or in cases where such defects cannot be rectified, then and in such an event, the Allottee shall be entitled to receive appropriate compensation in the manner as provided in the Act read with the Rules.

SCHEDULE A

("Land/Premises")

All That the piece and parcel of land admeasuring 124.55 decimals more or less (equivalent to 3 (three) bighas 15 (fifteen) cottahs 5 (five) chittacks and 28.98 (twenty eight point nine eight) sq.ft. more or less), together with the structures standing thereon [and/or the Project to be developed thereon, comprised in a portion of R.S. Dag No. 209/1073 and in R.S. Dag No. 127, R.S. Khatian No. 535, Mouza Palpara, J.L. No. 7, with land classified/recorded as 'baastu' and admeasuring 103.55 decimals more or less (equivalent to 3 (three) bighas 2 (two) cottahs 10 (ten) chittacks and 16.38 (sixteen point three eight) sq.ft. more or less) comprised in a portion of R.S. Dag No. 209/1073, and land classified/recorded as 'doba' and admeasuring 21 decimals more or less (equivalent to 12 (twelve) cottahs 11 (eleven) chittacks and 12.60 (twelve point six zero) sq.ft. more or less) comprised in R.S. Dag No. 127, situate, lying at and being Premises No. 98/A, B.T. Road, also known as Barrackpore Trunk Road (formerly

forming a part of Premises No. 98, B.T. Road), Kolkata - 700 090, having been assigned Holding No. 2096/1/1 (formerly a part of Holding No. 2096/1), within Ward No. 16 of the Baranagar Municipality, Police Station Baranagar, Post Office ISI B.T. Road, District 24 Parganas (North), West Bengal, and butted and bounded in the following manner:-:

ON THE NORTH : By R.S. Dag No 1072 and Open land
 ON THE EAST : By Premises No. 72/21, 72/22, 72/24 and 72/25 Green Park Road.
 ON THE SOUTH : By Premises No. 10 T. N. Chatterjee Lane
 ON THE WEST : By Barrackpore Trunk Road.

SCHEDULE B

[Plan]

The delineated in the map/ plan of the said Land/Premises is attached as a separate sheet.

SCHEDULE C

(Said Apartment)

Part - I

All That the Apartment No. _____ on the _____ floor of the Building being constructed on the Said Premises as a part of the Project, having a Carpet Area of _____ sq.ft. more or less, with the respective areas of the Balcony/Verandah and the Open Terrace, if any, being respectively _____ sq.ft. more or less and built up area _ sq.ft. more or less. For the purpose of registration and Association Formation , the super built up area of the Said Apartment is _____ sqft.

Part - II

("Car Parking Space")

All That the () number(s) of [covered/open/stacked/ open stacked/ covered stack/ puzzle]] space(s) at the Building and/or the Said Premises, as earmarked, identified and designated by the Owner for the parking of private medium sized car(s) owned by the Allottee within such space

SCHEDULE D

[Plan of Said Apartment]

[Attached as separate sheet]

SCHEDULE E

[Specifications of the Apartment]

Building Specification	
Structure	Complete monolithic earthquake resistant RCC structure
	Building Elevation as per Architect's design
Internal Wall	Internal wall - 100mm RCC wall

	Putty Finish
External Wall	External walls – 130 mm RCC wall
Ground Floor Lobby/Stairs	Well decorated and finished with marble/tile/granite, as per Architects design
Other Common Service Areas	Well decorated and finished as per Architects design
Adequate Power Backup	2BHK - 1.5 KVA 3BHK - 2 KVA 4BHK - 3 KV Power Backup in common area for light and lifts etc
Elevators	2 automatic passenger lift with automatic rescue device (ARD) 1 service lift
Landscape	Designed by renowned landscape firm (Salient Design studio)
Apartment Specification	
Door	Apartment Main Door -Sal wood frame with finished wooden panel door and reputed make lock. Other Doors - Sal Frame with Finished flush doors with water based primer and cylindrical lock
Windows	Anodized/powder coated aluminium windows with clear glazing
Flooring	Living/Dining/Bedrooms – Vitrified tiles
Kitchen	Flooring – Skid resistant tiles Counter – Granite slab with a stainless steel sink Wall tiles up to 2ft height above counter
Toilets	Flooring - Skid resistant tiles Wall - Dado in ceramic tiles up to door Sanitary ware of Hindware or equivalent make C P Fittings of Jaquar or equivalent make
Safety & Security Features	2 tier security Modern fire fighting system as per government norms Fire refuge area on higher floors as per government norms CCTV with recording system
Electricals	Concealed copper wiring Modular switches Provision for Exhaust fan in the kitchen and toilets Plug points for geyser in the toilets Plug points for chimney, water purifier & refrigerator, microwave in kitchen. TV, Internet and telephone points at living/dining area and all bedrooms. A/C point Provision in all bed room and living dining area (including copper pipe and wiring)

SCHEDULE F
[PAYMENTS]

- 1.1 The Total Consideration of Apartment is Rs._____ (Rupees _____) only ("Total Consideration of Apartment").
- 1.2 The Total Extras and deposits in respect of Apartment is Rs._____/ - (Rupees _____) only ("Total Extras and Deposits").
- 1.3 The Total Taxes (GST) on the consideration of the Apartment and Extras and Deposit shall be as per the applicable rate as opted by the Promoter.

SCHEDULE – G

Part I

(Common Areas)

1. All foundations, columns, girders, beams and supports, including load bearing walls but excluding those which are specifically designated elsewhere
2. All structural floor assemblies including the underside of such assembly ceiling
3. All exterior walls of the building including the exterior façade of the building and the masonry walls
4. All windows, window frames, casements and mullions.
5. Staircase on all the floors lobbies corridors.
6. Staircase landings and lift landings on all floors.
7. Lift well with lift machine room.
8. Lift plant/car installation.
9. Common passage and lobby on the ground floor excepting car parking areas and other open and covered spaces.
10. The Land and all other areas of the properties and all apparatus, systems, equipment and installations now or hereafter existing in the building or on the entire property (but not part of any Flat), for the common use of all Apartments or by all Apartments owners necessary or convenient for the existence, maintenance or use of the property as a whole.

11. All central and appurtenant installations for services such as electrical infrastructure, generator (with space required for installation of the same), telephone, internet lines sewer, waste, hot and cold water (including all pipes, ducts , wires, chutes, cables and conduits located in Common Elements or in Apartments) and all other mechanical equipment spaces (except those which are contained in any Apartments which serve or benefit all owners or other general common elements
12. Boundary Walls
13. Overhead water tank (domestic+fire fighting) underground water reservoir water pipes and other common plumbing installation.
14. Electrical wiring meters and fittings in the common areas.
15. Drainage and sewerage with treatment plants
16. Fire Fighting system installation and allied equipment including the sprinklers, pipes and other installations even within the Apartment.
17. Passage pathways driveways and entrance.
18. Pond
19. All 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 of all Apartment or all Apartments owners.
20. Gate Goomty

Part II
(Facilities/Amenities)

- a. Gym
- b. Spa
- c. Indoor Games Room -
 - Table Tennis
 - Carrom
 - Pool
 - Chess
 - Video Game
- d. Toddlers Zone
- e. Cards Room
- f. Library
- g. Home Theatre
- h. Work from Home Area (WFH)
- i. 2 Guest Rooms
- j. Banquet hall with kitchen

On the terrace open landscaped terrace with

- Swimming Pool
- Kids Pool
- Pool Deck
- Star Gazing Deck - with telescope
- Open dining space
- Pergola with deck

- Bar-B-Q counter

Ground floor outdoor amenities

- Walking Track along pond
- Fishing Deck
- Natural pond
- Seating Benches
- Lawn
- Outdoor Badminton court
- Pebble Bed Pathway

SCHEDULE – H

[Some Common Expenses]

1.Repairing, rebuilding, repainting, improving as necessary and keeping the Said Premises, the Building, the Common Areas and the several facilities, infrastructure, utilities, etc. at the Said Premises and/or the Building and every exterior part thereof in good and substantial order and condition, and renewing and repairing etc. all worn out and/or damaged parts thereof.

2.As often as may be necessary in the opinion of the Owner and/or the Association and/or the Facility Management Entity, as the case may be, painting with quality paint and in a proper and workman like manner, all the wood, metal, stone and other work of/at the Said Premises, the Building and the Common Areas and the external surfaces of all the exterior doors etc. of the Building, and decorating and colouring all such parts of the Building and the Common Areas, as usually are or ought to be.

3.Maintaining/reinstating any boundary wall, hedge or fence.

4.Keeping the driveways, passages and pathways of the Said Premises in good repair, and clean, tidy and edged.

5.Cost of clearing, repairing, reinstating any drains and sewers.

6. Cost of clearing, repairing, reinstating pond.

7.Cost of operating and maintaining the various facilities/utilities comprising a part of the Common Areas.

8.Paying such workers as may be necessary in connection with the upkeep, management, maintenance, administration etc. of the Said Premises, the Building and the Common Areas.

9. Insuring against any risks for all common areas including but not limited to fire fighting equipments, pumps, facilities, amenities etc

10. Cleaning as necessary, the external walls and windows (not forming a part of any Apartment) in/at the Said Premises and/or the Building as may be necessary, as also the Common Areas, the passages, landings, staircases and all other common parts of the Building and the Said Premises as identified by the Owner and/or the Association and/or the Facility Management Entity, as the case may be.

11. Cleaning, maintenance and operations including cost of electricity, AMC charges of the puzzle car parks as well as the open, covered, open stacked and covered stacked car parks

12. Operating, maintaining, and if necessary, renewing from time to time, the lighting apparatus of the Said Premises, the Building and the Common Areas, and providing additional lighting apparatus thereat.

13. Operating, maintaining etc. the lift, generator and all facilities and utilities forming a part of the Common Areas including those identified by the Owner and/or the Association.

14. Providing and arranging for removal of rubbish.

15. Paying all the rates, taxes, commercial surcharge, levies duties, charges, assessments and outgoings whatsoever (whether central, state, or local) assessed, charged or imposed or payable presently and/or in the future, with retrospective effect or otherwise, in respect of the Said Premises and/or the Building and/or the Common Areas and/or any part thereof, excepting in so far as the same is the responsibility of an Apartment Allottee.

16. Abating any nuisance and executing such works as may be necessary for complying with any notice served by any competent authority in connection with the Said Premises and/or the Building and/or any part thereof so far as the same is not the liability of and/or attributable to an Apartment Allottee/the occupant/user of any Apartment.

17. Generally managing and maintaining and protecting the Said Premises, the Building and the Common Areas, and for such purpose employing any contractor and enforcing lawfully or attempting to enforce lawfully, the observance of the covenants on the part of the Apartment Allottees/the users/ occupants of any of the Apartments.

18. Engaging qualified accountant(s) for the purpose of auditing the accounts in respect of the Common Expenses, and certifying the total amount thereof for the period to which the accounts relate.

19. Complying with the requirements and directions of any competent authority and/or with the provisions of all statutes and regulations, orders and bye-laws made thereunder relating to the Said Premises and/or the Building and/or the Common Areas, excepting those which are the responsibility of an Apartment Allottee/the occupier/user of any Apartment.

20. The purchase, maintenance, insurance together with the applicable renewals and replacement of fire-fighting appliances and other equipments, infrastructure etc. as from time to time, may be considered necessary by the Owner or the Facility Management Entity, as the case may be.

21. Administering the management of the staff and complying with all relevant regulations and orders thereunder, and employing, whenever necessary, suitable person(s) or firm(s) to deal with these matters and disengage them when required.

22. The purchase, maintenance together with the applicable renewals thereof as also the replacement of any other equipment and the provisions of any other service, which in the opinion of the Owner and/or the Association and/or the Facility Management Entity, as the case may be, This also includes the Fire Fighting equipments as installed within the Said Apartment and all other Apartments also

23. Litigation expenses that may have to be incurred for any common purpose and/or for in/the larger/greater interest of the Said Premises and/or the Building.

24. Charges, fees etc. of the Facility Management Entity.

25. Service charges of the Owner and/or the Association till the maintenance is handed over to the Facility Management Entity.

26. Such periodic amounts, as may be estimated by the Owner and/or the Association and/or the Facility Management Entity, as the case may be, whose decision shall be final and binding, and to provide for a reserve fund for items of expenditure including those referred to in this Schedule to be incurred or expected to be incurred at any time.

27. Such other costs, expenses etc. incidental to and/or ancillary to and/or related to/with any of the matters, items, issues etc. stated in this Schedule.

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 Apartment for the Common Purposes with prior reasonable notice except in case of emergency/urgency Provided however that such right of the Promoter shall come to an end after handing over of maintenance of the Project to the Association;
- b) Permit the Promoter to put up neon signs /sign board of the on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas free of cost and the Allottee(s) hereby consents and waives all rights to enable the Promoter to put up such neon sign, and agrees not to raise any objection or claim whatsoever. The Promoter shall be entitled to use the lifts, stair case, common parts and portions for the purpose of erection, repair and replacement of such neon signs.
- c) deposit the amounts for common purposes as required by the Maintenance Agency;
- d) use and occupy the said Apartments 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 Apartments Owners and occupants of the Building;
- f) keep the said Apartment and partition walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Apartments 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 Apartments /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 Apartment 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 Apartment 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 Apartment wholly.
- k)
 - (i) In the event if the Apartment 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 Apartments wholly;
 - (ii) In the event if the Apartment 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 Apartment wholly on completion of 15(Fifteen) days from the date of booking.
- l)
 - (i) In the event if the Apartment 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 Apartment wholly and to pay proportionate share of such rates and taxes payable in respect of the said Apartment until the same is assessed separately by the Municipal Corporation;
 - (ii) In the event if the Apartment 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 Apartment wholly and to pay proportionate share of such rates and taxes payable in respect of the said Apartment 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 Apartment;
- n) allow the other Apartments 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 Apartment 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 Apartment;
- c) 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 Apartment or any portion thereof;
- d) not to do any sort of chase cutting or chiselling of any of the RCC internal or external walls for the purpose of electrical lines or plumbing lines or any other such utilities. Any utilities which the Purchaser wishes to install after possession has to be done by surface wiring and to be covered by interior panelling;
- 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 Apartments 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 Apartment 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 Apartment 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 Apartments 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 Apartment 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 Apartment 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 Apartment 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 Apartment Owner of the Building;
- t) not to use the said Apartment for any purpose save and except for residential purpose and not to use the said Apartment for any commercial , business or professional purpose including without limitation, as a doctor's chamber, diagnostic or testing Apartment, 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 Apartment 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 kutcha 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 Apartment 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 Apartments or any portion of the Building and/or the Premises;
 - aa) not to subdivide the said Apartment 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 Apartments Owners;
 - ad) not to install any loose, hanging or exposed wires or cables anywhere outside the said Apartment;
 - 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 Apartment 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 Apartments Owners/occupiers of the said Premises and/or the neighbourhood;
 - ag) not to use the said Apartment 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 Apartment 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 Purchaser hereby indemnifies the Promoter fully regarding all payments as mentioned in **Schedule F**.
4. The Building constructed at the Premises has been named as "**Joy 98**" The Purchaser and/or the Apartments 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 Apartments Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Purchaser and the other Apartments 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 Apartments Owner.
6. The Purchaser may deal with or dispose of or alienate or transfer the said Apartment subject to the following conditions:
 - a) The said Apartment 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 Apartment 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 Apartment 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 Apartment 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 Apartment 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 Apartment 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 Apartments 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 Apartment) 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 Apartments 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 Apartments 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 Apartments 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 Apartments 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 Apartments 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 Promoter until the Association is formed and starts functioning effectively and till that time the Promoter 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. At such time as the Owner may deem fit and proper, the Association shall be formed.
2. It shall be incumbent upon the Allottee to become a member of the Association, and to pay/reimburse upon demand and at such time as designated by the Owner, the necessary subscription and/or membership charges, fees etc. together with the proportionate costs and expenses for/towards formation of the same, inducting and/or making the Allottee a member thereof and transfer of the Common Areas to the Association, including but not limited to stamp duty and registration costs, if any, each as ascertained by the Owner, and the Allottee hereby authorize(s) and empower(s) the Owner to take all necessary steps in respect thereof including execution and registration of all necessary forms, applications, deeds, documents etc., it being clarified that without becoming a member of the Association, the Allottee shall not be entitled to avail and/or use and/or enjoy any of the Common Areas.
3. The Allottee shall be bound to and undertake(s) and covenant(s) to abide by and comply with and adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. as

may from time to time be framed and/or formulated and/or made applicable by the Owner and/or the Association including but not limited to the Management & Maintenance Rules.

4. Irrespective of the number of Persons owning an Apartment and/or irrespective of the same Person owning more than 1 (one) Apartment, each Apartment in/at the Project shall represent 1 (one) share, thus entitling the concerned Apartment Allottee to become a member of the Association. Further, in the event an Apartment is owned by more than 1 (one) Person and/or the Allottee is a minor, as the case may be, then the Person whose name first appears in the nomenclature of this Agreement as the Allottee and/or the parent/natural guardian of such minor shall only be entitled to become a member of the Association. A tenant, licensee, lessee etc. of the Allottee shall not be entitled to become a member of the Association.
5. Simultaneously with the hand-over of the Common Areas as also the rights, obligations, responsibilities liabilities etc. pertaining to the Common Purposes, it shall be incumbent upon the Allottee, along with the Apartment Allottees, to take over the affairs of the Association, and through such Association to take over, such of the rights and obligations of the Owner including those pertaining to the Common Purposes as the Owner deems fit and proper, whereupon only the Association shall be entitled thereto and obliged therefore including but not limited to the compliance, subsistence and renewal of all licenses, annual and/or other maintenance contracts, other contracts, insurances, guarantees, warranties, obligations etc. to various authorities including under various statutes and/or to various third parties, as may from time to time have been procured/obtained/entered into by the Owner, and the Association shall become liable and responsible for the proper safety and maintenance, management, upkeep and administration of the Project and all the fixtures, equipments and machineries provided by the Owner including the Common Areas, and the Owner shall on the date so designated by the Owner immediately stand discharged and/or absolved of any liability, responsibility etc. in respect thereof, and the Association and each of the Apartment Allottees shall keep each of the Indemnified Parties safe, harmless and indemnified in respect thereof.
6. For the avoidance of any doubt it is clarified that if within the time period specified by the Owner in the notice issued by the Owner in this regard, the Association fails and/or neglects to take over from the Owner the hand over and/or transfer, as the case may be, of the Common Areas and/or the abovementioned rights, obligations, responsibilities, liabilities etc., then on the expiry of the aforesaid period, the Owner shall no longer be liable or responsible for the same, each of which liabilities, responsibilities, obligations etc. shall on and from such date be deemed to stand vested in all the Apartment Allottees including the Allottee and the Association. Further, as and when the Owner deems fit and proper, the Owner will also transfer in favour of/to the Association, in such a manner as the Owner may deem fit and proper, the residue, if any, then remaining of any of the applicable Deposits, if any, made by the Apartment Allottees without any interest thereon, after adjusting all amounts then remaining due and payable by any Apartment Allottee including the Allottee herein to the Owner, together with the Interest thereon, and the amounts thus transferred,

shall be held by the Association, to the account of the co- Apartment Allottees and the Allottee, respectively for the purposes therefore.

7. The Allottee shall be bound and obliged to and accordingly covenant(s) and undertake(s) to deposit with the Association as interest free deposits, sinking funds, corpus deposits etc. amongst others, further various/several non-refundable amounts as also refundable amounts (subject to adjustments), each together with the applicable Taxes thereon, as may be determined by the Association at its sole and absolute discretion including in respect of the frequency, quantum and heads of each of such deposit(s), inter alia for any of the Common Purposes, the installation, on-going maintenance and management, upkeep, repairs, replacements and improvements of inter alia the electrical infrastructure, water connections, generator, all facilities serving the Said Premises and the Building, the Common Areas, the Common Expenses, each within such time period as may be stipulated by the Association.
8. The Owner and/or the Association, as the case may be, shall be entitled to either hold or to invest the applicable Deposits and the other and/or the further deposits, if any, in such a manner and/or in such securities as the Owner and/or Association, as the case may be, may think fit and proper, provided that such payment towards the Deposits and the other deposits if any shall not absolve the Allottee of his/her/ their/its obligation to pay the applicable Maintenance Charges and/or Common Expenses inter alia in terms of this Agreement, and further provided that the Allottee shall not be entitled to call upon/ request the Owner and/or the Association to adjust and/or appropriate any part or portion of any of such Deposit(s) and/or other deposits towards payment of the Maintenance Charges and/or the Common Expenses and/or any other outgoings payable by the Allottee including but not limited to the Outgoings

Part –IV

(Mutation, taxes and impositions)

1. The Purchaser shall apply for and obtain within six months from the date of completion certificate, mutation, separation and/or apportionment of the said Apartment 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 Apartment 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 Apartment 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 Apartment booked prior to obtaining of completion certificate would accrue with effect from the date of Completion Certificate and for the Apartments 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 Promoter at ...

in the presence of :

1.

2.

SIGNED AND DELIVERED by the **PURCHASER** at

in the presence of :

RECEIPT AND MEMO OF CONSIDERATION:

RECEIVED from the withinnamed Allottee the withinmentioned sum of Rs._____ /- (In Words) being the consideration in full payable under these presents as per memo written hereinbelow:-

MEMO OF CONSIDERATION

SL. NO.	By or out of Cash/ Cheque Number	Date	Bank, Branch	Cheque Amount (including tax)	GST Deductions	Consideration Amount (Excluding GST)
1.						
2.						
3.						
4.						
5.						
6.						
					TDS Deductions	
					Total	

(Rupees _____ only)

WITNESSES:

(Promoter)