

1. **Date:**

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

3. **Parties:**

3.1 **Owner/Promoter: ELITA GARDEN VISTA PROJECT PRIVATE LIMITED (PAN: AAECM6775H)**, a Company incorporated under the Companies Act, 1956, having its registered office at 3/1 Dr. U. N. Brahmachari Street, Kolkata 700017, under P.S. Shakespeare Sarani & P.O. Circus Avenue, West Bengal, represented by its authorized signatory Mr. Subhayan Biswas (PAN: BYAPB3675H) (Aadhar No. 637120805193), son of Mr. Ashis Biswas, by occupation Service, faith Hindu, Citizen of India, working for gain at 3/1 Dr. U. N. Brahmachari Street, Kolkata 700017, P.S. Shakespeare Sarani, P.O. Circus Avenue, West Bengal, of the **FIRST PART**;

3.2 **Allottee/Purchaser:** _____ **Mr.**
(PAN: _____) son of Mr.
_____, by occupation Service,
faith Hindu, Citizen of India, residing at _____,
P.O. _____, P. S. _____, Kolkata – 700 0____, of the
SECOND PART.

3.3 The terms Owner/Promoter and Allottee shall include their respective successors-in-interest and all persons claiming under or through them.

3.4 The terms Owner/Promoter shall mean the Transferor.

4. **Background:**

4.1 The Owner/Promoter is the absolute and lawful owner of the land measuring 99,983 sq. mt. more fully described in Schedule-A and hereinafter referred to as the "Total Land". Out of the said Total Land, a portion of the land area measuring 93983.856 sq. mt. more fully described in Schedule-A1 and marked in colour red on the plan attached hereto and marked as *Annexure-I*, demarcated for the purpose of Residential purpose and the balance land out of the said Total Land measuring 5999.144 sq. mt. more or less, more fully described in Schedule-A2, demarcated for providing Community Facilities and hereinafter referred to as the "Community Facility Land/Project Land". The particulars of the title/ownership of the said "Total Land" more fully described in Schedule-B.

4.2 The plan for construction of a Commercial Building at the said Project Land sanctioned by NKDA and the same has been revised subsequently and based on the said sanctioned Plan and revised sanctioned plan the Owner/Promoter has

completed construction of the Commercial Building “*Elita Chambers*” and the NKDA has granted Completion Certificate for the project and the details of the sanctioned plan, revised sanction plan and CC are mentioned in **Schedule-B1**. The particulars of the Commercial Building “*Elita Chambers*” more fully mentioned in **Schedule-C**.

4.3 By a Sale Agreement morefully mentioned in **Schedule-D** the Owner/Promoter has sold one Shop Unit, hereinafter referred to as the “Unit” at said Commercial Building “*Elita Chambers*” more fully described in the **Schedule-D1** to the Allottee herein, and by executing and registering this deed of sale the Owner/Promoter is conveying/transferring the said Unit in favour of the Allotte.

4.4 **Car parking space** - For better understanding, management and discipline amongst the Unit owners/occupiers of the said Commercial Building, the Owner/Promoter has earmarked and allotted the car parking space, to those allottees who have applied for the same. The details of the same if allotted are more fully described in the **Schedule-D1**, and as per the plan annexed hereto, against Unit purchased by the Allottee to facilitate the parking of medium size road worthy passenger car therein.

5. **Interpretations:**

5.1 Wherever any expenses or costs are mentioned to be borne or paid proportionately by the Allottee, then the portion of the whole amount payable by the Allottee shall be in proportion to the area of the Allottee’s respective Unit, viz-a-viz total area of the new building / project which will also include proportionate area of the total common area.

5.2 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.

5.3 Masculine gender shall include feminine and neuter genders and vice versa.

5.4 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.

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

6. **Subject Matter of Sale/Transfer:** more fully described in **Schedule-D1**.

7. **Now this Indenture witnesses:**

7.1 **Transfer:**

7.1.1 In consideration of payment for a total amount, more fully described in

Schedule-E, and in the Memo of Consideration annexed hereto, paid by the Allottee to the Owner/Promoter herein and in further consideration of Allottee fulfilling all obligations under these presents, the Owner / Promoter (Transferor) do and doth hereby sell, transfer, convey, assure and assign forever unto and in favour of the Allottee ALL THAT an Unit 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-D1**, together with proportionate variable, undivided, indivisible share of land underneath the building and attributable to the said Unit, and the Transferor doth hereby release, relinquish and disclaim all its right, title and interest into or upon the said Unit **TO HAVE AND TO HOLD** the said Unit, unto the Allottee 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 Allottee for commercial purpose only and upon/after execution of this deed, subject however, to the rights reserved by the Transferor, the Allottee shall have every right to sell, gift, lease and transfer the same.

- 7.1.2 Right to use the common area of the said Commercial Building more fully described in **Schedule-F** (Share of Common area), are all comprised in and/or being part or portions of the said Premises and/or the said Commercial Building, including the common facilities and amenities provided thereat.
- 7.1.3 The aforesaid sale and transfer is and subject to the mutual easements and restrictions more fully described in **Schedule-G** and further subject to conditions more fully described in **Schedule-H**, which shall be covenants running with the said Unit.

7.2 Covenants of the Allottee:

- 7.2.1 The Allottee 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-H**, appearing hereinafter, shall peacefully own, hold and enjoy the said Unit.
- 7.2.2 The Allottee 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 Owner/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 Allottee hereby undertakes not to raise any dispute and/or claim of whatsoever nature in this regard.
- 7.2.3 Upon execution of this conveyance deed, the Allottee, subject to the warranty mentioned in clause 7.3.3, hereafter, shall not raise any claim of whatsoever nature, against the Owners / Promoter.

7.3 Covenants and Rights of Transferor:

- 7.3.1 The Transferor confirm that the title of the Project Land is marketable and free from all encumbrances and the Transferor has good right, full power and absolute authority to sell, transfer and convey the said Unit, as mentioned in **Schedule-D1**.
- 7.3.2 That at the costs and requests of Allottee, 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 Allottee and shall also, for verification produce and / or provide all original title documents/papers, unless prevented by fire or irresistible force.
- 7.3.3 The Owner/Promoter shall rectify all reasonable construction related defects in the Unit, if any, brought to the notice of the Owner/Promoter, at its own cost and effort, within five calendar year from the date of Completion Certificate, issued by the NKDA.

It is clarified that the above said responsibility of the Transferors shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised modifications or repairs done by the Allottee 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 Owner/Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Commercial Building and if the annual maintenance contracts are not done/renewed by the allottees, the Owner/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 it be sustainable and in proper working condition to continue warranty in both the Unit and the Common project amenities wherever applicable.

- 7.3.4 The Owner/Promoter shall be entitled to allot, transfer, enjoy and/or utilize all car parking spaces, save and except those allotted to the Allottee, and/or any other constructed area which is not earmarked/reserved for the common use of owners/occupants of the said Commercial Building “Elita Chambers”, at such consideration or in such manner as thought deemed fit and proper.
- 7.3.5 The Owner and the Owner/Promoter shall transfer the common areas of the project to the Association of the Alottees when the same being formed and registered. The Allottee shall sign all necessary documents, forms,

applications for registration of Association, as and when asked by the Owner/Promoter , and for that the Allottee shall authorize/empower the Owner/Promoter by giving a Power of Attorney in favour of its representative.

8. Possession:

Simultaneously upon execution of this deed of sale, the Owner/Promoter has handed over possession of the said Unit along with the car parking space, if allotted as per the plan annexed hereto, to the Allottee, which the Allottee hereby admits and acknowledges, to have received and the Allottee/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 Unit against the Transferor.

SCHEDULE-A
(TOTAL LAND)

ALL THAT piece and parcel of land measuring about 99,983 sq. mt. more or less being Premises No. IIIE-0004, Plot Nos. IIIE-4 and IIIE-4/1, Action Area, IIIE, New Town, Kolkata- 700135, Police Station New Town, Vill & P.O. Akandakeshari, District N 24 Parganas presently in the Panchayat area and butted and bounded as follows:

On the East	:	Peripheral Canal;
On the West	:	15M wide green verge and 48 M. wide road thereafter;
On the North	:	48 M. wide road and Peripheral Canal;
On the South	:	Plot No. 111E/5 and Park/Play Ground.

SCHEDULE-A1
(“RESIDENTIAL AREA LAND”)

ALL THAT piece and parcel of land (demarcated in red on the plan attached hereto and marked as Annexure-I) measuring about 93,983.856 sq. mt. more or less consisting of both Phase I and Phase II being Premises No. IIIE-0004, Plot Nos. IIIE-4 and IIIE-4/1, Action Area IIIE, New Town, Kolkata-700135, Police Station New Town, Vill & P.O. Akandakeshari. District North 24 Parganas presently in the Panchayat area.

SCHEDULE-A2
(“PROJECT LAND”)

ALL THAT piece and parcel of land (demarcated on the plan attached hereto and marked as Annexure-I) measuring about 5,999.144 sq metre more or less being Premises No. IIIE-0004, Plot Nos. IIIE-4 and IIIE-4/1, Action Area IIIE, New Town, Kolkata-700135, Police Station New Town, Vill & P.O. Akandakeshari. District North 24 Parganas presently in the Panchayat and butted and bounded as follows:

On the North :

On the South :
On the East :
On the West :

Schedule-B
[Devolution of Title]

WHEREAS:

- A. By an Indenture of Sale dated the 22nd of February, 2007 made between West Bengal Housing Infrastructure Development Corporation Limited (WBHIDCL) and Magus Bengal Developers Pvt. Ltd. (subsequently known as Keppel Magus Development Private Limited and now known as Elita Garden Vista Project Private Limited) and registered in the office of Additional District Sub-Registrar Bidhannagar (Salt Lake City) in Book No. I Volume No. 59, Pages No. 117 to 126, Being No. 00945 for the year 2007. WBHIDCL sold and transferred to Magus Bengal Developers Pvt. Ltd. the piece and parcel of land measuring about 48,573.66 Sq. Metre more or less being Premises No. (Erstwhile plot No. 111E-4/1 in Block No.) in Street No. 48 M. WIDE ROAD situated in New Town, P.S. Rajarhat District: North 24 Parganas at or for the consideration therein mentioned and on the terms and conditions therein mentioned and thus, the Vendor herein became the sole and absolute owner of all that piece and parcel of land measuring about 48,573.66 Sq. Metre more or less being Premises No. (Erstwhile plot No. 111E-4/1 in Block No.) in Street No. 48 M. WIDE ROAD situated in New Town, Kolkata.
- B. By an Indenture of Sale dated the 20th of March, 2007 made between West Bengal Housing Infrastructure Development Corporation Limited (WBHIDCL) and Magus Bengal Developers Pvt. Ltd. (subsequently known as Keppel Magus Development Private Limited and now known as Elita Garden Vista Project Private Limited) and registered in the office of Additional District Sub-Registrar. Bidhannagar (Salt Lake City) In Book No. 1, Volume No. 94, Pages No. 70 to 80, Being No. 1518 for the year 2007. WBHIDCL sold and transferred to Magus Bengal Developers Private Ltd. the piece and parcel of land measuring about 51,409.34 Sq. Metre more or less being Premises No. (Erstwhile plot No. 111E-4 in Block No.) in Street No. 48 M. WIDE ROAD situated in New Town, P.S. Rajarhat, District North 24 Parganas at or for the consideration therein mentioned and on the terms and conditions therein mentioned and thus, the Vendor herein became the sole and absolute owner of all that piece and parcel of land measuring about 51,409.34 Sq. Metre more or less being Premises No. (Erstwhile plot No.111E/4 in Block No.) in Street No. 48 M. WIDE ROAD situated in New Town, Kolkata.

The Vendor is in possession of and entitled to the land measuring 48,573.66 Sq. Metre more or less and land measuring about 51,409.34 Sq. Metres more or less both aggregating to 99,983 Sq. Metre at Premises No. (Erstwhile plot No. 111E-4/1 and 111E-4 .in Block No.) in Street No. 48 M. WIDE ROAD situated in New Town, Kolkata (hereinafter called “**the Total Land**”) more fully described in the **Schedule A** above.

SCHEDULE-B1
(Building Sanctioned Plan, Revised Sanction)

Plan and Completion Certificate)

NKDA has provisionally sanctioned a plan for construction of a Commercial Building at the Project Rate, vide Building Permit No. _____ dated _____. Subsequently NKDA has revised the said sanction plan vide Building Permit No. _____ dated _____. The Owner/Promoter on the basis of above mentioned plan and revised sanction plan, has completed construction of the Commercial Building “Elita Chambers” and NKDA has granted completion certificate bearing No..... dated.....

**SCHEDULE-C
(Commercial Building)**

All that the newly constructed Commercial Building “Elita Chambers”, comprising of One Tower consist of Ground + 8 Upper Floors having self-contained Retail/Restaurant / Shop Units, car parking spaces and other constructed areas at Premises No. IIIE-0004, Plot Nos. IIIE-4 and IIIE-4/1, Action Area IIIE, New Town, Kolkata-700135, Police Station New Town, Vill & P.O. Akandakeshari. District North 24 Parganas.

**SCHEDULE-D
(Sale Agreement)**

The Owner and the Owner/Promoter has entered into a Sale Agreement on _____ with the Allottee herein for sale/allotment of a Unit more fully described in the **Schedule-D1**.

**SCHEDULE-D1
(Said Unit)**

ALL THAT the Unit being No. _____, on the _____ Floor, measuring _____ Carpet Area sq. ft. more or less and corresponding Built-up Area _____ sq. ft. more or less with facility to park _____ medium size road worthy passenger car, in the allotted car parking space, together, with variable undivided proportionate share in the land underneath the said building attributable to the said Unit (Land Share) and right to use the common area and portions, more fully described in **Schedule-F**, in “Elita Chambers” at Premises No. IIIE-0004, Plot Nos. IIIE-4 and IIIE-4/1, Action Area IIIE, New Town, Kolkata-700135, Police Station New Town, Vill & P.O. Akandakeshari. District North 24 Parganas.

**SCHEDULE-E
(Consideration)**

Price for the said Unit as described
in **Schedule-D1**, above

Rs. xxxxxxxxx

Total:

Rs. xxxxxxxxx
=====

(Rupees) only.

SCHEDULE-F
(Common Areas, Amenities & Facilities)

1. Driveway
2. Security Room
3. Entrance lobbies
4. Staircases and such other commons areas earmarked for Common use
5. Common toilets in the building
6. Electrical Meter rooms
7. Overhead Water Tank
8. Underground Water Reservoir
9. Stair Head Room
10. Lift Machine Rooms
11. Lifts
12. Electrical installations
13. DG Generator sets and control panels for optimum Power Backup for common area as well as Unit
14. Treated Water supply from Local Authority
15. Surveillance facility with CCTV on floor common areas
16. Firefighting system
17. Energy efficient LED lightning in common areas
18. The “Project Land”
19. Solar Power provision as per Norms

Schedule-G
(Easement & Restrictions)

All Unit owners/occupants of the said “Elita Chambers” including the Owner/Promoter shall be bound by the following easement and/or conditions:

1. The right of ingress to and egress from their respective Units 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 Unit or necessary for the exclusive use and enjoyment thereof by the co-owners in common with each other, subject however to the conditions more fully described in all five parts of **Schedule-H**.

5. None of the Units shall be partitioned by metes and bounds by dividing an Unit, for the purpose of sale of such part/s of the said Unit.
6. The Allottees/occupiers of the said Unit shall not install any box grill for the windows, nor shall change the design of the façade and shall strictly follow the existing designs and colour of the same, which have been approved by the Architect.

SCHEDULE -H
(Allottee's Covenants)
Part I
(Specific Covenants)

1. The Allottee 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 Units and/or any portion of the Commercial Building 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 Commercial Building, save & except the said Unit and in the area of common enjoyment as mentioned hereinbefore in **Schedule-F**.
- 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 Unit 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 Unit 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 Units in the said building and/or the adjoining buildings.
- 1.9 Use or allow the Unit or any part thereof to be used for any club, 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 Commercial Building, 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 Commercial Building.
- 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 Allottee from displaying a small and decent name – plate outside the main door of the Unit.
- 1.13 Keep, store, carry on or cause to be carried on any offensive, combustible, obnoxious, hazardous or dangerous article in the said Unit 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 Commercial Building 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 Unit.
- 1.17 Alter any portion, elevation or the color scheme of the Commercial Building, the said Premises and/ or the Common Areas/Portions.
- 1.18 Question the quantum of any amount levied upon the Allottee on any account herein contained by the Owner/Promoter or the Maintenance Company / Association / Body mentioned in Part - II of this Schedule.
- 1.19 Object and/or raise any objection or claim of whatsoever nature if in future the Owner/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 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.

1.20 Restrict any of the other owners/occupiers of the said Building or Commercial Building for the full and unrestricted enjoyment of the Easements described in Schedule-G.

2. The Allottee 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 Commercial Building 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 Unit 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 Unit, 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 Unit 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 Unit for any alteration and addition, as be required inside the said Unit, and shall pay proportionately in case it is related to Commercial Building 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 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 Unit and proportionately in respect of the Commercial Building, all costs, charges and expenses as may arise due to any reason whatsoever, provided that the Allottee 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 Bye-Laws as are presently framed by the Transferors and/or those that by the Association upon its formation.

Part-II
(Maintenance of the Commercial Building)

1. The Owner/Promoter has constructed a Commercial Building called “Elita Chambers” as more fully mentioned in **Schedule-C**.
2. Upon formation of the Association or Body of the allottees/owners of the “Elita Chambers”, all rights and obligations with regard to the Maintenance and Management of “Elita Chambers” shall be transferred by the Owner/Promoter to such Association/Body. Thereafter the said Association shall be responsible for Maintenance and Management of “Elita Chambers” and comply with all statutory compliances and/or renewal of all applicable Licenses, NOCs etc. including but not limited to the certifications/ approvals from West Bengal Fire & Emergency Services, Directorate of Electricity, Pollution Control Board, Environment Dept., Municipal Authority etc. and the Owner/Promoter shall not be held responsible for non-compliance, if any on part of the said Association in this regard. The said Association shall further be responsible to extend all necessary co-operations to the Owner/Promoter in the matter of change of name in respect of all NOCs, Permissions, and Licenses etc. of the project in the name of the said Association from the Name of the Owner/Promoter.
3. The Allottee shall become a member of the Association/Body to be formed by the Unit Owners of the said Commercial Building at the behest of the Transferors for the maintenance and management of the Common Portions more fully described in **Schedule-F**.
4. The Transferors shall assist the Allottee in all respects in formation of the Association/Body.
5. The Allottee shall co-operate with the Owner/Promoter in all respects for formation of the Association/Body, and for that the Allottee shall authorize the Owner/Promoter by giving a Power of Attorney in favour of its authorized representative.
6. The Allottee shall accept the rules and regulations of the Association/Body to be formed by the Unit owners and diligently observe, perform and comply with the same and also co-operate with the said Association/Body in all its activities.
7. The Allottee shall pay all the charges and fees to the Association/Body as may be levied upon the Allottee by the Association/Body within the dates due therefor.
8. No Allottee shall have the right to form a parallel, independent Association / Body in respect of the said premises and/or in respect of any Unit therein other than the Association/Body to be formed by the majority of Unit owners of the said Commercial Building.

Part-III
(Management & Maintenance)

1. The effective date for maintenance charges shall be considered as per date of Completion Certificate obtained from the NKDA, irrespective of the date of possession of the said Unit, received by the Allottee. The Association/Body to be formed by the Unit Owners shall manage/ maintain the premises, the said building and the Common Areas/Portions.
2. The Transferors shall be treated as Co-owners in all matters related to the Association/Body to be formed by the Unit owners in the respect of the Units, which have not been transferred by them.
3. The management and maintenance service shall be managed by the Owner/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 Unit owners.
5. The Association/Body shall, upon its formation and once handed over by the Owner/Promoter, be entitled to maintain the Common Areas/Portion.
6. Upon taking over the maintenance and management of the Commercial Building by the Association/Body from the Owner / Promoter, the deposit with the Owner/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 Unit owners shall pay all rates, taxes and outgoings, including for insurance, (Outgoings) for the said Commercial Building.
8. If Owner/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 Allottee, then the Allottee shall pay such amount within 7 (seven) days of payment by the Owner/Promoter and/or Association/Body to be formed by the Unit Owners.
9. The Allottee shall make all deposits or payments, as called upon to pay by the said Association/Body from the Allottee, 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 Owner/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 Unit of the Commercial Building.
7. **Reserves:** Creation of a contingency fund for replacement, renovation, other periodic expenses and generally for all the Common Expenses.
8. **Others:** All other expenses and/or outgoings for or relating to the Common Portions as are incurred by the said Association/Body.
9. The Allottee shall regularly and punctually make payment of the Maintenance Charges , as per clause 2.1 above, without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee 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 Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the Said Project and the Owner/Promoter / Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:
 - i. to discontinue the supply of electricity to the “Said Unit”.
 - ii. to disconnect the water supply
 - iii. to allow the usage of lifts, either by Allottee, his/her/their staff members 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 “Elita Chambers” to the Allottee and his/her/their family members/guests.

The above said discontinuation of some services and facilities shall not be restored until such time the Allottee 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 Owner/Promoter / Association to realize the due amount from the Allottee.

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

1. The Allottee shall sign all necessary documents, forms, applications for apportionment of taxes of their respective Units and for that the Allottee shall authorize/empower the Owner/Promoter by giving a Power of Attorney in favour of its representative, failing which the Owner/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 NKDA, the Purchaser Allottee alone is liable and responsible to pay the KMC tax and/or any other levy or imposition for its respective Unit, as per the bill raised by the KMC, till such time the same is done by KMC the Allottee shall pay taxes proportionately along with other Allottees.
3. Besides the amount of the impositions, the Allottee 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.
4. The liability of the Allottee of Impositions and Penalties in respect of the said Unit would accrue with effect from date of Completion Certificate received for the said Commercial Building.
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 Allottee thereof from the Allottee.

Execution and delivery:

IN WITNESS WHEREOF the parties have executed these presents on the day, month and year first above written.

Executed and delivered by the **OWNER** at
Kolkata in the presence of:

Executed and delivered by the
OWNER/PROMOTER at Kolkata in the
presence of:

Executed and delivered by the **ALLOTTEE**
at Kolkata in the presence of:

Memo of Consideration

Received the aforementioned sum of Rs...../- (Rupees)
only by cheques and TDS as full consideration and/or price for sale of the said Unit from
the Allottee.

(Owner/Promoter)

=====
DATED THIS DAY OF 20__
=====

BETWEEN

**ELITA GARDEN VISTA PROJECT
PRIVATE LIMITED
... OWNER/PROMOTER**

AND

.....
... ALLOTTEE

DEED OF SALE

Unit No. ...,
'Elita Chambers'
Premises No. IIIE-0004,
Action Area IIIE, New Town,
Kolkata-700135

elita chambers/con/