

SALE DEED

THIS INDENTURE executed on this _____ day of _____, _____

BY AND BETWEEN

TIRUSHIVAM REALTY PRIVATE LIMITED (PAN AAECT6360R) a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 51, Shakespeare Sarani, Kolkata- 700 017, represented by _____ hereinafter referred to as “the **PROMOTER / DEVELOPER**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or nominees and assigns) of the **FIRST PART**

AND

(1) JAIVEER HOUSING (P) LTD. (PAN AACCJ4132D), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 51, Shakespeare Sarani, Police Station Beniapukur, Kolkata 700017, **(2) AMBALIKA PROPERTIES (P) LTD.** (PAN AAICA7217N), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 51, Shakespeare Sarani, Police Station Beniapukur, Kolkata 700017, **(3) SARIDEEP DEVELOPERS (P) LTD.** (PAN AAOCS8738E), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 51, Shakespeare Sarani, Police Station Beniapukur, Kolkata 700017, **(4) JAIVEER PROPERTIES (P) LTD.** (PAN AACCJ4515G), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 51, Shakespeare Sarani, Police Station Beniapukur, Kolkata 700017, **(5) JAIVEER CONSTRUCTION (P) LTD.** (PAN AACCJ4514H), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 51, Shakespeare Sarani, Police Station Beniapukur, Kolkata 700017, **(6) PADMA RESIDENCY (P) LTD.** (PAN AAFCP8134L), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 51, Shakespeare Sarani, Police Station Beniapukur, Kolkata 700017, **(7) PADMA HIRISE (P) LTD.** (PAN AAFCP8136J), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 51, Shakespeare Sarani, Police Station Beniapukur, Kolkata 700017, **(8) PADMA TOWERS (P) LTD.** (PAN AAFCP8139H), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 51, Shakespeare Sarani, Police Station Beniapukur, Kolkata 700017, **all represented by their Constituted Attorney Mr.** _____, appointed vide registered Power of Attorney dated _____ registered with the _____, hereinafter collectively referred to as “the **OWNERS / LAND OWNERS**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective successors or successors-in-office and/or assigns) of the **SECOND PART**

AND

_____ hereinafter referred to as “the **ALLOTTEE / PURCHASER**” of the **THIRD PART**:

The Promoter, the Owners and the Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- A. Unless, in these presents, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure "A"** hereto shall have the meaning assigned to them as therein mentioned.
- B. The Land Owners are the absolute owners of **All That** the municipal Premises No.95 Mahatma Gandhi Road, Police Station Thakurpukur, Kolkata-700063 having a land area of 31 (thirty-one) Cottahs 9 (nine) Chittacks 11 (eleven) Square Feet more or less within the municipal limits of the Kolkata Municipal Corporation, in the District of South 24 Parganas, described in the **FIRST SCHEDULE** hereunder written **SAVE** such undivided shares / parts therein as have already been conveyed in favour of various allottees. Devolution of title of the Land Owners to the said Premises is set out in the **FIFTH SCHEDULE** hereunder written.
- D. The Promoter has completed the construction of the Project (as hereinafter defined) at the said Premises in accordance with the Plan (as hereinafter defined) sanctioned by the concerned authorities and Kolkata Municipal Corporation has issued completion certificate vide _____ dated _____.
- E. By an Agreement for Sale dated _____ and **registered** with the _____ in _____, the Promoter agreed to sell and transfer to the Allottee **All That the said Apartment / Unit** (as hereinafter defined) described in the **SECOND SCHEDULE** hereunder written for the consideration and on the terms and conditions therein mentioned (hereinafter referred to as "the **Sale Agreement**"), which stands modified and/or superceded by these presents.
- F. The construction of the said Apartment is complete to the full and final satisfaction of the Allottee and the Promoter has delivered possession thereof to the Allottee on _____.
- G. The Promoter has duly complied with its obligations contained in the said Sale Agreement and is not in default of its obligations therein, which the Allottee doth hereby confirm, and similarly the Promoter hereby confirms that the Allottee has made full payment of the Total Price to the Promoter.
- H. The Allottee has now requested the Promoter to convey the said Apartment in favour of the Allottee. The Land Owners have agreed to join in as party to this deed.
- I. At or before the execution hereof, the Allottee has fully satisfied itself with regard to the following:
- (i) The rights title and interest of the Land Owners to the said Premises;
 - (ii) The rights of the Promoter under the Development Agreements;
 - (iii) The facts hereinbefore recited and the superceding and overriding effects of this document and the contents hereof over all earlier agreements and understandings made prior hereto.
 - (iv) The workmanship and quality of construction of the said Apartment and the Project, including the structural stability of the same.
 - (v) The total area comprised in the said Apartment / Unit.
 - (vi) The Completion Certificate.

- (vii) The scheme of user and enjoyment of the Common Areas and Installations as contained in these presents and also in the Sale Agreement.

I. NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of the sum of Rs. _____ (Rupees _____) only by the Allottee to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt hereunder written admit and acknowledge), the Land Owners and the Promoter do and each of them doth hereby grant sell convey transfer release assign and assure (each of them conveying and transferring their respective rights title and interest) unto and to the Allottee **ALL THAT** the said Apartment / Unit described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** proportionate undivided indivisible impartible share in the Common Areas and Installations described in the **THIRD SCHEDULE** hereunder written **TOGETHER WITH** the right to use and enjoy the Common Areas and Installations in common in the manner herein stated and agreed **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Apartment / Unit **TO HAVE AND TO HOLD** the said Apartment / Unit and every part thereof unto and to the use of the Allottee absolutely and forever free from encumbrances **SUBJECT NEVERTHELESS TO** the Allottee's covenants and agreements herein contained and also in the Sale Agreement and on the part of the Allottee to be observed fulfilled and performed **AND ALSO SUBJECT** to the Allottee paying and discharging all municipal and other rates taxes and impositions on the said Apartment / Unit wholly and the Common Expenses proportionately and all other outgoings in connection with the said Apartment / Unit wholly and the said Premises and in particular the Common Areas and Installations.

II. THE LAND OWNERS AND THE PROMOTER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE ALLOTTEE as follows:-

- i) The interest which the Land Owners and the Promoter respectively profess to transfer subsists and that they have good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Allottee the said Apartment / Unit in the manner aforesaid.
- ii) It shall be lawful for the Allottee from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the said Apartment / Unit and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Land Owners or the Promoter.
- iii) The Land Owners and the Promoter shall upon reasonable request and at the costs of the Allottee make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the said Apartment / Unit hereby granted sold conveyed and transferred unto and to the Allottee in the manner aforesaid as shall or may be reasonably required by the Allottee.
- iv) the Land Owners and the Promoter, as the case may be, unless prevented by fire or some other irresistible force or accident shall upon reasonable request and at the costs of the Allottee produce or cause to be produced to the

Allottee such title deeds and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

III. THE ALLOTTEE DOETH HEREBY COVENANT WITH THE PROMOTER AND THE LAND OWNERS as follows:

1. The Allottee so as to bind himself to the Promoter and the Land Owners and the other allottees and so that this covenant shall be for the benefit of the Project and other apartments / units therein hereby covenants with the Promoter and the Land Owners and with all the other allottees that the Allottee and all other persons deriving title under him will at all times hereafter observe the terms conditions covenants restrictions set-forth herein and also in the said Sale Agreement, which shall apply mutatis mutandis.
2. The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas and Installations of the Project are contained in **Annexure "B"** hereto and all the Allottees of Apartments / Units shall be bound and obliged to comply with the same.

It is agreed and clarified that the Maintenance company / Association of Allottees has already been formed and the same is now in charge of the Common Areas and Installations and the Promoter or the Land Owners shall not be held liable therefor in any manner whatsoever.

3. The Allottee shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of concerned authorities.
4. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that the entire front open space of the Premises (i.e. in front of the Luma Block on its South side) running from the West edge to the East edge of the said Block, which is delineated in the **First Plan** annexed hereto by "**Green**" borders, shall at all times hereafter be under the full domain and control of the Promoter and the Land Owners and the Promoter and the Land Owners shall have permanent exclusive user rights for the exclusive use by the Promoter and/or the Land Owners and other persons granted such rights by them or any of them and the Promoter and/or the Land Owners may put temporary / permanent barricade/fencing separating the same or any part thereof (with or without entrance / gates from the driveways) and the Allottee and other Allottees and/or the Maintenance Company / Association shall not raise any objection thereto or claim the right of user thereof.
5. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of applicable laws, the Common Areas and Installations and/or the land comprised in the said Premises or any part thereof are required and to be transferred to the Association / Maintenance Company etc., then the Promoter and/or the Land Owners, as per their respective entitlements, shall be entitled to do so and the Allottee shall do all acts deeds and things and sign execute and deliver all papers documents etc., as be required

therefor and if any stamp duty, registration fee, Legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the Allottees (including the Allottee herein) proportionately and the Promoter and/or the Land Owners shall not be liable therefor in any manner and the Allottee and the other Allottees shall keep the Promoter and the Land Owners fully indemnified with regard thereto;

6. OTHER PROVISIONS:

- 6.1 The Allottee admits and acknowledges that the Allottee has been duly made aware of the fact that the Community Hall, which forms part of the common areas and installations, cannot under any circumstances be let out or provided or permitted to be used in any manner or the Maintenance company to persons who are not the residents of the said Premises and the same is and shall be for the use and enjoyment of the Allottees/ residents of the Building on subject to the Rules, Regulations and By-laws governing the same from time to time.
- 6.2 Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right to install its own glow sign / signage without any fee or charge and also to install and/or permit any person to install Towers, V-Sat, Dish or other Antennas or installations of any nature on the roofs for the time being of the Building / Blocks or any of them or any part thereof and also to install and/or permit any person to install any private generator or other equipment / installation at any portion of the said Premises and/or the Building / Blocks on such terms and conditions as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Allottee, and the Allottee hereby consents to the same.
- 6.3 The Allottee shall be and remain responsible for and indemnify the Land Owners and the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Premises or any other part of the Project or to any person due to negligence or any act deed matter or thing made done or occasioned by the Allottee and shall also indemnify the Land Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Land Owners and the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee
6. The Project at the said Premises shall bear the name “**ELYSIYA**” unless changed by the Promoter from time to time in its absolute discretion.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed these presents at Kolkata in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED Allottee : (including joint buyers)

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER :

SIGNED AND DELIVERED BY THE WITHIN NAMED LAND OWNERS:

WITNESSES TO ALL THE ABOVE:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:

(said Premises)

ALL THAT the present municipal premises No.95 Mahatma Gandhi Road (formed upon amalgamation of the erstwhile Premises Nos.95 Mahatma Gandhi Road, 95A Mahatma Gandhi Road, 36/1 Barisha Paddy Land, 36/2 Barisha Paddy Land, 36/3 Barisha Paddy Land and 36/4 Barisha Paddy Land), Kolkata-700063, having a total land area of 31 (thirty-one) Cottahs 9 (nine) Chittacks 11 (eleven) Square Feet more or less, comprised in R.S.Dag Nos.3161, 3160/3210 and 3159/3209 recorded in R S Khatian Nos.2013, 2019 and 794, all in Mouza Purba Barisha, J.L.No.23, Pargana Khaspur, R.S. No.43, Touzi Nos.1-6, 8-10, 12-16 under Police Station Thakurpukur, Sub-Registration Office Behala in the District of 24 Parganas (South) in Ward No.124 of the Kolkata Municipal Corporation, with various dwelling houses, servant quarters, security rooms, garages, R.T. sheds etc. constructed thereon, and butted and bounded as follows:

On the **North** : By Dag No. 3120 and Dag No.3157;
 On the **South** : By Mahatma Gandhi Road;
 On the **East** : By Dag No. 3161, Dag No. 3156 and Dag No.3160;
 On the **West** : By Dag No. 1260 and Dag No. 3210;

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situate butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(UNIT)

All That the **Residential Flat / Apartment bearing No.** _____ containing a **Carpet Area** of _____ **Square Feet** [**Built-up Area** whereof being _____ **Square Feet** (inclusive of the area of the balcony (ies) / verandah(s) being _____ Square Feet)] more or less on the _____ side on the _____ **floor** of the _____ Block of the Building at the said Premises described in the **First Schedule** hereinabove written and shown in the **Plan** annexed hereto, duly bordered thereon in "**Red**".

With right to park _____ **motor car/s** in the covered space in the **Ground Floor** of the Building as shown in the **Plan** annexed hereto, duly bordered thereon in "_____".

With right to park _____ **motor car/s** in the open compound of the said Premises as shown in the **Plan** annexed hereto, duly bordered thereon in "_____".

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Common Areas and Installations)

- (a) Land comprised in the said Premises
- (b) Entrance and exit gates of the said Premises.
- (c) Paths passages and driveways in the said Premises other than those reserved by the Vendor for their own use for any purpose and those meant or earmarked or intended to be reserved for parking or motor cars or other vehicles or marked by the Vendor for use of any Allottee.
- (d) Exclusive Entrance Lobby in the Ground Floor of the Building.

- (e) Lift Lobby in the typical floors, the ground floor.
- (f) The two staircases on the typical floor of the building(s) alongwith their full and half landings with stair-covers on the ultimate roof.
- (g) Landscaped Garden on the ultimate roof of the building with decorations and beautification.
- (h) Entrance Lobby, Indoor Games Room, Gymnasium, Community Hall,.
- (i) High speed and high end automatic lifts with centre opening sliding doors of 2 (two) numbers in Block Aria and 2 (Two) in Block Luma alongwith lift staffs and the lobby in front of it on typical floors and lift machine room.
- (j) Concealed Electrical wiring and fitting and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s.
- (k) Common toilet in the Ground Floor.
- (l) Fire pump Room.
- (m) Requisite arrangement of Intercom/EPABX with connections to each individual Flat / Apartment from the reception in the ground floor.
- (n) Boundary walls.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Common Expenses)

1. **Association / Maintenance Company:** Establishment and all other capital and operational expenses of the Association / Maintenance Company.
2. **Common Areas and Installations:** All charges and deposits for supply, operation and maintenance of common areas and installations.
3. **Electricity:** All charges for the electricity consumed for the operation of the common areas, machineries and installations.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas & Installations.
5. **Maintenance:** All costs for maintaining, cleaning, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas & Installations of the Premises, including the exterior or interior (but not inside any Unit) walls of the Building, and in particular the top roof (only to the extent of leakage and drainage to the upper floors).
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas & Installations of the Premises, including lifts, generator, changeover switches, fighting equipments and accessories, CCTV, if any, EPABX if any, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas & Installations of the Premises, and also the costs of repairing renovating and replacing the same and also including the costs/charges incurred for entering into "Annual Maintenance Contracts" or other periodic maintenance contracts for the same.
7. **Rates and Taxes:** Municipal tax, surcharges, Multistoried Buildings Tax, Water Tax and other levies in respect of the Buildings and/or the Premises save those separately assessed in respect of any unit.
8. **Insurance:** Insurance premium, if incurred for insurance of the Building/s and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured)

9. **Staff:** The salaries of and all other expenses of the staff to be employed for the Common Purposes, viz. maintenance personnel, administration personnel, manager, accountants, clerks, gardeners, sweepers, liftmen etc., including their perquisites, bonus and other emoluments and benefits.
10. **Reserves:** Creation of funds for replacement, renovation and/or other periodic expenses.
11. **Others:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(Devolution of Title)

- A. By a registered Deed of Conveyance dated 10th day of September, 2010 executed between Tapan Kumar Dutta as the vendor therein and Jaiveer Housing Private Limited as the purchaser therein and registered with the Additional District Sub- Registrar of Behala in Book No. 1, CD Volume No. 21, Pages from 2846 to 2868 Being No. 08550 for the year 2010, the Purchaser therein purchased all that the erstwhile Premises No. 95A, Mahatma Gandhi Road, measuring 3(three) Cottahs 13 (thirteen) Chittaks 26 (twenty six) Sq. ft. ,more or less together with 100 Sq. ft. R.T.S. structure standing thereon assessed by the KMC vide Assessee No. 41-124-06-0452-1, absolutely and forever.
- B. By a registered Deed of Conveyance dated 21st day of January, 2011 executed between Sreepati Apartments Private Limited as the vendor therein and (1) Ambalika Properties (P) Ltd., (2) Sarideep Developers (P) Ltd. (3) Jaiveer Properties (P) Ltd. (4) Jaiveer Construction (P) Ltd. (5) Padma Residency (P) Ltd. (6) Padma Hirise (P) Ltd. and (7) Padma Towers (P) Ltd. as the purchasers therein and registered with the District Sub-Registrar-II South 24- Parganas West Bengal in Book -1, CD Volume number 2, page from 3976 to 3994, Being No. 00747 for the year 2011, the Purchasers therein purchased all that the erstwhile Premises No. 95, Mahatma Gandhi Road, measuring about 3(three) Cottahs 13 (thirteen) Chittaks 26 (twenty six) Sq. ft. ,more or less together with a tin shaded structure thereon measuring an area of 200 sq. ft etc., assessed by the KMC vide Assessee No. 41-124-06-0093-0 absolutely and forever.
- C. By a registered Deed of Conveyance dated 21st day of January, 2011 executed between Sreepati Apartments Private Limited as the vendor therein and (1) Ambalika Properties (P) Ltd., (2) Sarideep Developers (P) Ltd. (3) Jaiveer Properties (P) Ltd. (4) Jaiveer Construction (P) Ltd. (5) Padma Residency (P) Ltd. (6) Padma Hirise (P) Ltd. and (7) Padma Towers (P) Ltd. as the purchasers therein and registered with the District Sub-Registrar-II, Alipore in Book -1, CD Volume number 2, page from 3956 to 3975, Being No. 00746 for the year 2011, the Purchaser therein purchased all that the erstwhile Premises No. 36/1, 36/2, 36/3 and 36/4 Barisha Paddy, measuring about 23(twenty three) Cottahs 14 (fourteen) Chittaks 4 (four) Sq. ft., more or less together with separate dwelling houses, servant quarters, security rooms, garages, R.T. sheds etc. constructed thereon with internal pathways, passages and boundary walls, assessed by the KMC vide Assessee No. 41-124-01-0215-1, 41-124-01-0216-3, 41-124-01-0228-0 and 41-124-01-0229-1 absolutely and forever.

- D.** By a registered Deed of Exchange dated 5th day of March, 2011 executed between Jaiveer Housing (P) Ltd. as party of the First Part therein and (1) Ambalika Properties (P) Ltd., (2) Sarideep Developers (P) Ltd., (3) Jaiveer Properties (P) Ltd., (4) Jaiveer Construction (P) Ltd., (5) Padma Residency (P) Ltd., (6) Padma Hirise (P) Ltd., and (7) Padma Towers (P) Ltd., as the parties of the Second Part therein and registered with the Addl. Registrar of Assurance-I, of Kolkata, in Book -1, CD Volume number 5, Page from 988 to 1006, Being No. 01877 for the year 2011, the party of the First Part therein granted conveyed, transferred, assigned and assured unto the parties of the Second Part therein all that an undivided 8 chittacks together with 80 sq. ft. tin shaded structure out of Premises No. 95A, Mahatma Gandhi Road, P.S. Thakurpukur, Kolkata- 700 063. Similarly, the parties of the Second Part therein granted, conveyed, transferred, assigned and assured in favour of the party of the First Part therein all that an undivided share of land aggregating to 8 chittacks together with 80 sq. ft. tin shaded structure out of Premises No.95, Mahatma Gandhi Road, P.S. Thakurpukur, Kolkata- 700 063 and Premises Nos. 36/1, 36/2, 36/3 and 36/4 Barisha Paddy Land, P.S. Thakurpukur, Kolkata- 700 063.
- E.** Thereafter, the aforesaid Premises were amalgamated into one Premise No. 95 Mahatma Gandhi Road in the records of Kolkata Municipal Corporation measuring an area of about 31 Cottahs, 9 Chittacks and 11 Sq ft more or less.
- F.** A Registered Development Agreement dated 12th day of August, 2015 was executed between (1) Jaiveer Housing (P) Ltd. (2) Ambalika Properties (P) Ltd. (3) Sarideep Developers (P) Ltd., (4) Jaiveer Properties (P) Ltd., (5) a Jaiveer Construction (P) Ltd., (6) Padma Residency (P) Ltd. (7) Padma Hirise (P) Ltd. (8) Padma Towers (P) Ltd. as the OWNERS therein and Tirushivam Realty (P) Ltd. as the DEVELOPER therein for construction of a multi storied building thereon on the Premises No. 95 Mahatma Gandhi Road P.S. Thakurpukur, Kolkata- 700063 and registered with the Additional District Sub-Registrar-II, South 24 Parganas in Book -1, Volume number 1602-2015, page from 85650 to 85694, Being No. 160208285 for the year 2015.

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED of and from the within named Allottee the within mentioned sum of Rs. _____ (Rupees _____) only being the consideration in full payable under these presents to the Promoter by cheques /pay order / demand draft and/or in cash.

MEMO OF CONSIDERATION:

Annexure "A"

Unless, in these presents, there be something contrary or repugnant to the subject or context:

- i) **ACT** shall mean the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017).
- ii) **RULES** shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.
- iii) **REGULATIONS** shall means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- iv) **SECTION** shall means a section of the Act.
- v) **SAID PREMISES** shall mean the municipal Premises No.95 Mahatma Gandhi Road, Police Station Thakurpukur, Kolkata-700063, more fully and particularly mentioned and described in the **FIRST SCHEDULE**.
- vi) **PROJECT / BUILDING OR BUILDING/S AND/OR NEW BUILDING/S** shall mean the new Building or Buildings constructed by the Promoter at the said Premises presently having 2 (two) Blocks / Wings namely the Aria and Luma, and containing several independent and self contained Flats / Apartments, parking spaces, commercial / retail areas / spaces, offices and other constructed areas. The Allottee is aware that portions of the Luma Block contain Commercial / Retail / office / Non-Residential Spaces and shall have no objection with regard thereto in any manner whatsoever.
- vii) **ALLOTTEES / UNIT-HOLDERS / CO-OWNERS** according to the context shall mean all the buyers/owners who from time to time have purchased or agreed to purchase either from the Promoter or the Owners and taken possession of any Unit in the Said Premises.
- viii) **COMMON AREAS AND INSTALLATIONS** shall mean the areas installations and facilities in the Said Premises as mentioned and specified in the **THIRD SCHEDULE** and expressed or intended by the Promoter for exclusive use and enjoyment by the occupants of the Said Premises.

It is clarified that the Common Areas and Installations shall not include the parking spaces, roofs/terraces at different floor levels attached to any particular Flat / Apartment or Flats / Apartments or / commercial space(s), exclusive greens / gardens attached to any particular Flat / Apartment or Flats / Apartments or / commercial space(s), the front open space of the Premises (i.e. in front of the Luma Block on its South side running from the West edge to the East edge of the said Block which is delineated in the **First Plan** annexed hereto by "**Green**" borders, and other open and covered spaces at the

Premises and the Building which the Promoter may from time to time express or intend not to be so included in the common areas and installations and the Promoter shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Allottee hereby consents.

- ix) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Common Areas and Installations and rendition of common services in common to the Allottees of the Said Premises and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE**) to be contributed and shared by the Allottees.
- x) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeeping and administering the Common Areas and Installations, rendition of services in common to the Unit Holders / Allottees in the Said Premises for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Unit Holders and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.
- xi) **UNITS** shall mean the independent and self-contained Flats / Apartments (herein called "**Flats / Apartments**") and/or Commercial / Retail / Office / Non-Residential Spaces (herein called "**Commercial Spaces**") and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Building at the said premises and wherever the context so permits or intends shall include the Parking Space/s and/or roof/s and/or terrace/s and/or exclusive gardens / greens and/or other properties benefits and rights, if any, attached to the respective Flats / Apartments and/or Commercial / Retail / Office / Non-Residential Spaces and also the proportionate undivided share in the common areas and installations, attributable thereto.
- xii) **PARKING SPACES** shall mean covered parking spaces in or portions of the Building / Blocks at the premises and also the open parking spaces in the open compound at the ground level of the premises as expressed or intended by the Promoter at their sole discretion for parking of motor cars and other vehicles.
- xiii) **CARPET AREA** according to the context shall mean the net usable floor area of any Flat / Apartment, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat / Apartment;
- xiv) **BUILT-UP AREA** according to the context shall mean and include the plinth area of any unit in the building (including the area of the balconies / terraces therein and/or attached thereto and also including the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common

between two units, then one half of the area under such wall or column shall be included in the area of each such Unit).

- xv) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the proportion in which the Carpet Area of the said Unit may bear to the Carpet Area of all the Units in the Said Premises **PROVIDED THAT** where it refers to the share of the Allottee or any Allottee in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit).
- xvi) **SAID APARTMENT / UNIT** shall mean the **Residential Flat / Apartment** No. _____ on the _____ floor of the _____ Block of the Building to be constructed at the said premises morefully and particularly mentioned and described in the **SECOND SCHEDULE and wherever the context so permits** shall include the Allottee's proportionate undivided share in the Common Areas and Installations attributable to the said Flat / Apartment / Commercial Space **and further wherever the context so permits** shall include the right of parking one or more motor car/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the Open Private Terrace attached to the said Flat / Apartment / Commercial Space if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the green / garden attached to the said Flat / Apartment / Commercial Space if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use and enjoy the front open space of the Premises (i.e. in front of the Building on its south side) running from the west edge to the east edge of the Building which is delineated in the **First Plan** annexed hereto by "**Green**" borders, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive, unrestricted and absolute right to install VSAT, Radio Tower, leased data / voice and/or other equipments/machines, Dish or other Antennas etc. on the top roof of the Building and to connect the same to the said Unit, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive, unrestricted and absolute right to install Generator at any portion of the said Premises and to connect the same to the said Unit, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE.**

- xvii) **DEVELOPMENT AGREEMENT** shall mean the Registered Development Agreement dated 12th August, 2015 entered between the Land Owners and the Promoter;
- xviii) **MAINTENANCE COMPANY / ASSOCIATION** shall mean any Company incorporated under any provisions of the Companies Act, 1956 or any Association or any Syndicate Committee or Registered Society or any other Association of Persons of the Allottees, that may be formed by the Promoter for the common purposes having such rules regulations bye-laws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.
- xix) **MAINTENANCE IN-CHARGE** shall upon formation of the Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Maintenance Company and till such time the Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.
- xx) **PLAN** shall mean the **final** plan sanctioned by the Kolkata Municipal Corporation vide Building Permit No. 2015130296 dated 23rd December, 2015, for construction of the Building/s at the said Premises and shall include sanctionable modifications thereof and/or alterations thereto and/or revalidation as made from time to time by the Promoter.
- xxi) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- xxii) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.
- xxiii) The expression **ALLOTTEE** shall be deemed to mean and include:
- (a) In case the Allottee be an individual or a group of persons, then his or her or their respective heirs legal representatives executors and administrators;
 - (b) In case the Allottee be a Hindu Undivided Family, then its members for the time being their respective heirs legal representatives executors and administrators;
 - (c) In case the Allottee be a partnership firm or an LLP, then its partners for the time being their respective heirs legal representatives executors administrators;
 - (d) In case the Allottee be a company, then its successors or successors-in-office;

Annexure "B"

1. **MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:** As a matter of necessity, the ownership and enjoyment of the units by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees (including the Allottee) shall be bound and obliged:
- (a) to co-operate with the Maintenance In-charge in the management and maintenance of the said Premises and the common purposes;
 - (b) to observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Maintenance Company, as the case may be;
 - (c) to allow the Maintenance In-charge and their authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Building and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within seven days of giving of a notice in writing by the Maintenance In-charge thereabout;
 - (d) in case of **Residential Flats / Apartments**, to use their respective Flats / Apartments (and utility rooms etc.) only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.) whatsoever without the consent in writing of the Promoter first had and obtained, it being expressly agreed that such restriction on the Allottees shall not be applicable to the Promoter nor shall in any way restrict the right of the Promoter to use or permit to be used any unit belonging to the Promoter for non-residential purposes;
 - (e) in case of **Commercial / Retail / Non-Residential Areas / Spaces**, then to use the said Unit only for lawful commercial purposes and in a decent and respectable manner and for no other purposes (including residential) whatsoever without the consent in writing of the Promoter and/or the Land Owners first had and obtained, it being expressly agreed that such restriction on the Allottee shall not in any way restrict the right of the Promoter and/or the Land Owners to use or permit to be used any other commercial space / unit in the building for residential or other purposes;
 - (f) notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that in case the said Unit be a Commercial Space, then the Allottee / transferee of such commercial space shall in normal course (excluding exigencies and

emergencies) not enter upon the residential portion of the Building **Provided That** nothing shall impair or prejudice the rights of easements and of ingress and egress of such Allottee / transferee of such Commercial Space over all portions of the Building and the Premises as may be reasonable necessary for beneficial use and enjoyment such Commercial Space and properties benefits and rights appurtenant thereto (including installation of VSAT, Radio Tower, leased data / voice and/or other equipments/machines, Dish or other Antennas etc. on the top roof and separate exclusive Generator at a portion of the said Premises and the rights of easements and of ingress and egress and also for repairs, replacements etc. thereof, if and as permitted by the Promoter and/or the Land Owners) **And** further the Allottee / transferee of such Commercial Space shall be entitled to common facilities of generator, water supply system with accessories and installations, drainage system, fire system, supply of electricity etc.

- (g) to use the car parking spaces, if any granted and/or agreed to be granted only for the purpose of parking of medium sized motor cars.
- (h) not to use the ultimate roof of the Building or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
- (i) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.
- (j) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies , landings etc., in the premises free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any other common areas of the premises.
- (k) not to claim any right whatsoever or howsoever over any unit or portion in the premises save their units.
- (l) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Building save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and decent nameplates outside the main gates of their units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his Flat / Apartment / commercial space / unit.
- (m) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the said Premises or may cause any increase in the premia payable in respect thereof.
- (n) not to alter the outer elevation of the Building or any part thereof nor decorate the exterior of the Building or the premises otherwise than

in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.

- (o) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Building nor allow or permit any other person to do so.
- (p) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Building.
- (q) To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the Building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Building and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (r) not to let out transfer or part with the possession of the parking spaces agreed to be allotted and/or granted to them independent of the Flats / Apartments / commercial spaces agreed to be sold to them nor vice versa, with the only exception being that they shall be entitled to let out transfer or part with possession of their parking spaces independent of their Flats / Apartments / commercial spaces to any other owner of Flat / Apartment / commercial space in the Building and none else.
- (s) In case any Open Terrace be attached to any Flat / Apartment / commercial space, then the same shall be a property / right (as applicable) appurtenant to such Flat / Apartment / commercial space and the right of use and enjoyment thereof shall always travel with such Flat / Apartment / commercial space and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:
 - i) The Allottee thereof shall not be entitled to sell convey transfer or assign such Open Terrace independently (i.e. independent of the Flat / Apartment / commercial space owned by such Allottee in the said building);
 - ii) The Allottee thereof not make construction of any nature whatsoever (be it temporary or permanent) on such Open Terrace nor cover the same in any manner, including *Shamianas* etc.;
 - iii) The Allottee thereof not installs a tower or antenna of a mobile phone company or display hoardings or placards.

However, the Allottee thereof may convert such Open Terrace into a garden lawfully without in any manner affecting the structural stability of the building.

- (t) In the event any Allottee has been allotted any car parking space within the premises, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such Parking Space only for the purpose of parking of its own medium sized motor car and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the right to park one medium sized motor car thereat;
 - (ii) The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car at such Parking Space or allow or permit any one to park car or other vehicle at such Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his Unit, to any person;
 - (iii) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;
 - (iv) The Allottee shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the said premises or any other portion of the premises save at the allotted Parking Space;
 - (v) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Owner and/or the Maintenance Company with regard to the user and maintenance of the parking spaces in the said building and the said premises.
 - (vi) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter and the Owners with regard thereto.
- (u) In the event any Allottee has been allotted any servant's quarter, whether jointly with the Flat / Apartment / commercial space or independently, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such servant's quarter only for the purpose of residence of his servant and for no other purpose whatsoever;

- (ii) The Allottee shall not be entitled to sell transfer or assign to any person such servant's quarter or allow or permit any one to use such servant's quarter as tenant, lessee, caretaker, licensee or otherwise or part with possession of such servant's quarter, independent of his Unit,;
- (iii) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Maintenance Company with regard to the user and maintenance of the servant's quarters.
- (iv) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such servant's quarter and shall indemnify and keep saved harmless and indemnified the Promoter and the Maintenance Company with regard thereto.
- (v) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through their units.
- (w) not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
- (x) not be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner.
- (y) not make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony / terraces etc., nor cover the same in any manner, including *Shamianas* etc.
- (z) not to cook or prepare or consume any non-vegetarian food in community hall / common areas.
- (aa) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said premises including those under the West Bengal Fire Service Act and rules made thereunder and shall indemnify and keep the Promoter and the Owners saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on their part.
- (bb) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire

Services Act and the rules made thereunder) of the Government, The Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, CESC Limited, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the premises and to make such additions and alterations in or about or relating to their respective units and/or the Building as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter or the Owners in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Owners and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on the part of the Allottees.

- (cc) to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of The Kolkata Municipal Corporation.
- (dd) not to fix or install air conditioners in their respective Flats / Apartments / commercial spaces save and except at places where provision has been made by the Promoter installation of the same. In case of and in the event any Allottee installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, the such Allottee shall be liable to pay to the Promoter penalty charges of a sum equivalent to Rs.100/- per sq. ft., of the Carpet Area of such Allottee's Flat / Apartment / commercial space and shall also forthwith remove the air conditioner/s. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective Flats / Apartments / commercial spaces approved by the Promoter and shall further ensure that all water discharged by the split air conditioning units is drained within their respective Flats / Apartments / commercial spaces.
- (ee) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the Flat / Apartment / commercial space which in the opinion of the Promoter or the Maintenance Company differs from the colour scheme of the building or deviation of which in the opinion of the Promoter or the Maintenance Company may affect the elevation in respect of the exterior walls of the building and if so done by any Allottee, such Allottee shall be liable to pay to the Promoter, liquidated damages assessed @Rs.100/- per sq. ft. of the Carpet Area of such Allottee's

Flat / Apartment / commercial space. Such Allottee shall also be liable to reimburse to the Promoter and/or the Maintenance Company, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring the concerned Flat / Apartment / commercial space to its original state and condition, for and on behalf of and as the agent of such Allottee.

- (ff) not to make in the Flat / Apartment / commercial space any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default the defaulting Allottee shall be liable to pay to the Promoter penalty charges of a sum equivalent to Rs.100/- per sq. ft., of the Carpet Area of the concerned Flat / Apartment / commercial space.
- (gg) to bear and pay and discharge exclusively the following expenses and outgoings:-
- i) Municipal rates and taxes (and also the commercial surcharge in case the said Unit be a Commercial Space) and water tax, if any, assessed on or in respect of their respective units directly to The Kolkata Municipal Corporation Provided That so long as their respective units are not assessed separately for the purpose of such rates and taxes, each Allottee shall pay and/or deposit in the Suspense Account of the Kolkata Municipal Corporation proportionate share of all such rates and taxes assessed on the Premises;
 - ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of their respective units or the Building or the said Premises as a whole and whether demanded from or payable by the Allottees or the Promoter or the Owners and the same shall be paid by the Allottees wholly in case the same relates to their respective units and proportionately in case the same relates to the Building or the said Premises as a whole.
 - iii) Electricity charges for electricity consumed in or relating to their respective units and until a separate electric meters are obtained by the Allottees for their respective units, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Allottees shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-charge shall be liable to pay the same to CESC Limited.
 - iv) Charges for enjoying and/or availing excess power (i.e. in excess of that agreed under their respective Unit Sale Agreements) from the common Generator installed / to be installed and the same shall be payable to the Maintenance In-charge And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Allottees,

proportionately to the Promoter or the appropriate authorities as the case may be.

- v) Proportionate share of all Common Expenses (including those mentioned in the **FOURTH SCHEDULE**) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, each one of the Allottees shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @Rs . (Rupees) only per square feet per month of the sum total of :(i) the built-up area of the said Unit, and (ii) the area corresponding to the proportionate area of the Allottee in the Common Areas and Installations, and (iii) 50% (fifty percent) of the area of the sky balcony/Terrace, if any attached to the said Flat / Apartment, which areas are totalling to Square Feet. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services. It is clarified that expenses for maintaining managing upkeeping and administering the respective Common Area and Installations shall not be separately incurred / charged / accounted for nor is the same feasible nor practical and none of the Allottees shall object to or demand explanation therefor and shall be bound to accept the same without any demur or objection.

While calculating the area corresponding to the Allottee's proportionate undivided area in the Common Areas and Installations under sub-clause (v) hereinabove, the Promoter have taken into account (i) the built-up area of the said Unit, (ii) the built-up area of all the other Units in the said building, (iii) the area of all the Common Areas and Installations, other than the top (ultimate) roof of the said building and (iv) 25% of the built-up area of such top (ultimate) roof of the Building. **It is expressly agreed** that the Certificate of the Architect as regards the areas of the Unit(s), the Common Areas and Installations etc., shall be final and binding upon the parties hereto

- vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC Ltd., from its consumers for the delay payment of its bills).
- (hh) to observe such other covenants as be deemed reasonable by the Promoter and/or the Land Owners and/or the Maintenance Company from time to time for the common purposes.

2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th day of the month for which the

same shall be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the said Unit or in the letterbox earmarked for the said Unit.

3. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Building and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other allottees proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.
4. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of 1.5% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:
 - (i) disconnect the supply of electricity to the said Unit;
 - (ii) withhold and stop all other utilities and facilities (including lift, generator etc.) to the Allottee and his family members, servants, visitors, guests, tenants, licensees and/or the said Unit;
 - (iii) to demand and directly release rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the said Unit.
 - (iv) to display the name of the Allottee as a defaulter on the notice board of the Housing Complex / Building/s.
5. It is also agreed and clarified that in case any Allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc. (including disconnection of electricity, etc.), then the Allottee shall not hold the Promoter or the Maintenance In-charge or the Land Owners responsible for the same in any manner whatsoever.

DATED THIS ____ DAY OF _____

BETWEEN

**TIRUSHIVAM REALTY PRIVATE LIMITED
... PROMOTER/ DEVELOPER**

AND

**JAIVEER HOUSING (P) LTD. & OTHERS
... OWNERS/LAND OWNERS**

AND

... ALLOTTEE/PURCHASER

CONVEYANCE

(Unit No. _____ on the _____ in the
_____ Block of the Project "**ELYSIYA**")

SARAOGI & COMPANY

Advocates

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