

## CONVEYANCE

1. **Date:**
2. **Nature of document:** Deed of Conveyance
3. **Parties:**

### 3.1 **Vendor/Promoter:**

**ORBIT TIRUPATI TOWERS PRIVATE LIMITED** (previously known as Tirupati Tower Private Limited) (CIN U45201WB1996PTC077613), a Company within the meaning of the Companies Act, 2013 having its registered office at 1, Garstin Place, Police Station Hare Street, Post Office General Post Office Kolkata, Kolkata – 700 001 and Income Tax Permanent Account Number AABCT0495N represented by its Authorised Signatory \_\_\_\_\_, son of \_\_\_\_\_, by religion Hindu, by occupation Businessman, citizen of India, of 1, Garstin Place, Post Office General Post Office Kolkata, Police Station Hare Street, Kolkata – 700 001, having Income Tax Permanent Account Number \_\_\_\_\_ and Aadhaar Number \_\_\_\_\_ authorized vide resolution dated \_\_\_\_\_ of the **One Part**;

### 3.2 **Purchaser:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ of the **Other Part**.

- 3.3 The term “Vendor/Promoter” shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and assigns.
- 3.4 The Vendor/Promoter and the Purchaser shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.
- 3.5 The term “**Purchaser**” shall mean and include:
  - (a) If he/she be an individual, then the heirs, successors, executors, administrators, legal representatives and assigns of such individual.
  - (b) If it be a Hindu Undivided Family, then the members of such Hindu Undivided Family from time to time and their respective heirs, successors, executors, administrators, legal representatives and assigns.
  - (c) If it be a Company or a Limited Liability Partnership, then its successor or successors-in-interest and assigns.

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- (d) If it be a Partnership Firm, then the partners of such partnership firm from time to time and their respective heirs, successors, executors, administrators, legal representatives and assigns.
  - (e) If it be a Trust, then Trustees of such Trust from time to time and their respective successors-in-office and assigns.

**4. Definitions:**

The following terms and expressions shall in this Deed have the respective meanings assigned to them hereinbelow, unless the same be contrary to or repugnant to the subject or context:

- 4.1 **“Act”** means the Real Estate (Regulation and Development) Act, 2016;
- 4.2 **“Additional/Further Constructions”** shall mean all future vertical and exploitation of the Building and/or the Premises by way of additional/further construction in the Premises including by raising of any additional floor/storey/construction over the roof of the Building (including the Common Roof Area) and/or by way of construction of additional buildings/structures in the open land/spaces in the Premises that may be made by the Vendor/Promoter and such Additional/Further Construction may be made from time to time and the owners and occupiers thereof shall have similar rights as the Purchaser herein in respect of the Common Areas;
- 4.3 **“Agreed Consideration/Total Price”** shall mean the consideration mentioned in **Schedule F** that has been paid by the Purchaser for acquiring the said Apartment Unit based on the carpet area thereof (excluding Goods and Services Tax and cess or any other similar taxes in connection with the construction of the Project, by whatever name called which has been paid / is payable additionally by the Purchaser, as applicable from time to time);
- 4.4 **“Agreement”** shall mean the Agreement for Sale dated \_\_\_\_\_ registered at the office of the \_\_\_\_\_ in Book No. I, Volume No. \_\_\_\_, Pages \_\_\_\_\_ to \_\_\_\_\_, Being No. \_\_\_\_\_ for the year \_\_\_\_\_ entered into between the Parties;
- 4.5 **“Apartment”** shall mean any residential apartment (including the Exclusive Open Terrace, if any, appurtenant thereto) and/or any other covered space in the Building which is capable of being exclusively owned, used and/or enjoyed;
- 4.6 **“Apartment Owners”** shall, according to the context, mean all purchasers and/or intending purchasers of different Apartments in the Building and shall also include the Vendor/Promoter and subsequently its transferees in respect of such Apartment Units as may be retained and/or not alienated and/or not agreed to be alienated for the time being by the Vendor/Promoter;

- 4.7 **“Apartment Unit”** shall mean any residential Apartment (including the Exclusive Open Terrace, if any, appurtenant thereto) and/or any other covered space in the Building which is capable of being exclusively owned, used and enjoyed by any Apartment Owner, the right, if any, to park car(s) in Car Parking Space(s), and the right to use and enjoy the Common Areas in common;
- 4.8 **“Architects”** shall mean Raj Agarwal & Associates of 1st Floor, 8B, Royd Street, Esplanade, Taltala, Kolkata, West Bengal 700016 who have been appointed as the architects for the Project by the Vendor/Promoter and/or such other Architects whom the Vendor/Promoter may from time to time appoint as the Architects for the Project;
- 4.9 **“Association”** shall mean the Association to be formed under the West Bengal Apartment Ownership Act, 1972 which would comprise the Vendor/Promoter and the representatives of all the buyers of Apartment Units and which shall be formed or incorporated for the Common Purposes with such rules and regulations as shall be framed by the Vendor/Promoter;
- 4.10 **“Building”** shall mean the new building comprising of Tower 1 and Tower 2, each Tower having ground floor plus twelve upper floors and other constructions that have been constructed on the Premises by the Vendor/Promoter in terms of the Plans and shall also mean Additional/Further Constructions that may be constructed on the Premises by the Vendor/Promoter from time to time wherever the context so permits;
- 4.11 **“Built-Up Area”** in relation to an Apartment shall mean the plinth area of that Apartment (including the area of bathrooms, if any, balconies, if any, Exclusive Open Terrace, if any, appurtenant thereto) and also the thickness of the walls (external and internal), the columns and pillars therein, provided that, if any wall, column or pillar be common between the two Apartments then 1/2 (one-half) of the area under such wall, column or pillar shall be included in each Apartment;
- 4.12 **“Carpet Area”** shall have the meaning as ascribed to it under the Act;
- 4.13 **“Car Parking Spaces”** shall mean the independent car parking spaces for parking medium sized cars in the covered spaces on the ground floor (stilt) of the Building as also the covered dependent car parking spaces on the ground floor (stilt) of the Building as also in the open space surrounding or adjacent to the Building as also in the Mechanical Car Parking System located in the open space surrounding or adjacent to the Building;
- 4.14 **“Club Rules”** shall mean the rules framed/made by the Vendor/Promoter relating to the Club and its facilities and the same shall, inter alia, deal with admission, removal, suspension of membership, restriction of access,

entrance/membership fees, charges for use of different facilities, rules of conduct for members, provision for payment for repairs and replacements by the members, etc.

- 4.15 “**Common Areas**” shall mean the common areas, facilities and installations in the Building and the Premises for common use and enjoyment of the Apartment Owners and which are mentioned in **Schedule C** hereto which shall be used and enjoyed in common by all the Apartment Owners;
- 4.16 “**Common Expenses**” shall mean all costs and expenses for the management, maintenance and upkeep of the Building, the Mechanical Car Parking System, the Common Areas and the expenses for Common Purposes including those mentioned in **Part IV** of **Schedule E**;
- 4.17 “**Common Purposes**” shall include the purpose of managing and maintaining the Premises, the Building, the Mechanical Car Parking System and in particular the Common Areas, rendition of services in common to the Apartment Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Apartment Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartment Units exclusively and the Common Areas in common;
- 4.18 “**Common Roof Area**” shall mean only the specified and demarcated portion / area of the roof over the ultimate top floor of the Building delineated in **RED** borders in the **Roof Plan** annexed hereto along with the Lift Machine Room and the water tank thereon, which only shall form part of the Common Areas;
- 4.19 “**Corporation**” shall mean the Kolkata Municipal Corporation and its different departments and officers and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify, extend and/or revise the Plans;
- 4.20 “**Corpus Fund**” shall mean the Fund comprising of the amounts paid / deposited and/or contributed by each Apartment Owner, including the Purchaser herein, towards corpus fund which shall be held by the Maintenance Agency for the purpose of major repairs, replacements and additions to the Common Areas and other contingencies;
- 4.21 “**Date of Possession**” shall mean the date on which the Purchaser was handed over possession of the said Apartment or the date of this Deed whichever is earlier;
- 4.22 “**Exclusive Open Terrace/s**” shall mean the open terraces on certain floors of the Building attached and/or appurtenant to only specified Apartments in the Building, each open terrace having access from a certain Apartment only and

meant to be owned, used and enjoyed exclusively by the Apartment Owner of such Apartment;

- 4.23 **“Exclusive Private Roof Area”** shall mean the demarcated portion of the roof over the ultimate top floor of the Building including any construction thereon delineated in **BLUE** borders in the **Roof Plan** annexed hereto and in respect of such Exclusive Private Roof Area only the Vendor/Promoter shall have Exclusive Private Roof Area Rights and neither the Purchaser, nor other Apartment Owners and/or occupants of the Building shall have any right, title, interest, claim or entitlement whatsoever in respect of the Exclusive Private Roof Area and the Purchaser, nor other Apartment Owners and/or occupants of the Building shall not be entitled to claim any right, title, interest, claim or entitlement whatsoever in respect of the Exclusive Private Roof Area;
- 4.24 **“Exclusive Private Roof Area Rights”** shall mean the exclusive right and entitlement of use and enjoyment of the Exclusive Private Roof Area by the Vendor/Promoter (along with its guests and visitors) including beautifying and landscaping the same, making private roof garden, making installations, erections and constructions permissible in law, etc. together with the right to transfer such rights and entitlements;
- 4.25 **“Maintenance Agency”** shall mean the Vendor/Promoter itself or any entity appointed by the Vendor/Promoter for the Common Purposes and shall mean the Association after it is handed over the maintenance of the Building and Common Areas;
- 4.26 **“Maintenance Charges”** shall mean the proportionate amount of Common Expenses payable monthly by the Purchaser to the Maintenance Agency;
- 4.27 **“Mechanical Car Parking System”** shall mean the mechanical car parking system having Dependent or Stack Car Parking System installed in the open space surrounding or adjacent to the Building comprising of separate sets for parking cars, each set having 2 levels for parking of 2 cars (1 above and 1 below), and the two car parking spaces in each set may be allotted to 2 different Apartment Owners to be used by them in co-operation and co-ordination with each other and the term Mechanical Car Parking System shall mean and include all equipment, appliances, accessories thereof and the electricity and other connections thereto;
- 4.28 **“Plan/Plans”** shall mean the plans of the Building which have been sanctioned and approved by the Kolkata Municipal Corporation bearing Building Permit No. 2023010050 dated 05.08.2023 and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architects including variations/modifications/alterations therein that may be made by the Vendor/Promoter, if any, as well as all revisions, renewals and extensions, if any;

- 4.29 “**Premises**” shall mean the said Land described in Schedule B hereto measuring about 78 cottahs 13 chittacks 33 square feet, be the same a little more or less, situate lying at and being Municipal Premises No. 5A, Seals Garden Lane (formed out of portion of Holding Nos. 68, 69A and 70, Dihi Panchannagram, Division-I, Sub Division-III and formerly being Premises No. 23A Barrackpore Trunk Road), Police Station Cossipore, Kolkata – 700 002 within the limits of Ward No. 001 of the Kolkata Municipal Corporation and shall also include, wherever the context permits, the Building and Common Areas constructed thereon;
- 4.30 “**Project**” shall mean the development and construction at the Premises by the Vendor/Promoter from time to time and shall include the Building (including Additional/Further Constructions) that have been and/or may be constructed thereat;
- 4.31 “**Proportionate**” with all its cognate variations shall mean such ratio, the Carpet Area of the said Apartment bears to the total Carpet Area of all the Apartments in the Project;
- 4.32 “**Regulations**” means the Regulations that may be made under The Real Estate (Regulation and Development) Act, 2016 applicable to West Bengal;
- 4.33 “**Rules**” means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- 4.34 “**Said Apartment**” shall mean the Apartment together with Exclusive Open Terrace, if any, described in **Part I** of **Schedule G** hereto;
- 4.35 “**Said Apartment Unit**” shall mean the said Apartment, the said Car Parking Space, (if any) and the right to use and enjoy the Common Areas in common;
- 4.36 “**Said Car Parking Space**” shall mean the right to park medium sized car(s), if any, appurtenant to the said Apartment described in **Part-II** of **Schedule G** hereto;
- 4.37 “**Said Exclusive Open Terrace**” shall mean the Exclusive Open Terrace, if any, mentioned in **Part-I** of **Schedule-G** hereto;
- 4.38 “**Said Land**” shall mean the land measuring about 78 cottahs 13 chittacks 33 square feet more or less comprised in the Premises and morefully described in **Schedule B**;
- 4.39 “**Section**” means a section of the Act;
- 4.40 “**Super Built-Up Area**” of the said Apartment Unit has been mutually agreed to be calculated by adding (i) the built-up area of the said Apartment and (ii) an

agreed fixed percentage of thirty seven per cent of the built up area of the said Apartment;

- 4.41 “**Masculine Gender**” including the pronouns referring thereto shall include the **feminine** and **neuter** gender and vice versa;
- 4.42 “**Singular Number**” shall include the **plural number** and vice versa.

5. **Subject Matter of Sale:**

Sale on ownership basis of the said Apartment Unit (described in **Schedule-G**) at Municipal Premises No. 5A, Seals Garden Lane (formed out of portion of Holding Nos. 68, 69A and 70, Dihi Panchannagram, Division-I, Sub Division-III and formerly being Premises No. 23A Barrackpore Trunk Road), Police Station Cossipore, Kolkata – 700 002 within the limits of Ward No. 001 of the Kolkata Municipal Corporation, described in **Schedule-B (Premises)** subject to the mutual easements and restrictions mentioned in this Deed including in **Schedule-D** hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in **Clause 7.1, Clause 7.3** and **Schedule-E**.

6. **Background:**

- 6.1 The Vendor/Promoter is the owner of the Premises described in **Schedule B** hereto. The devolution of the title of the Vendor/Promoter in respect of the Premises is mentioned in **Schedule-A (Title)**.
- 6.2 The said Land is earmarked for the purpose of building a residential project having multi-storied building and the Project has been named “**ORBIT TARANG**”.
- 6.3 The Vendor/Promoter has got the Plans sanctioned by the Corporation and has constructed and completed the Building at the Premises and pursuant to the same Completion Certificate bearing Completion Case No. \_\_\_\_\_ dated \_\_\_\_\_ has been issued by the Corporation.
- 6.4 The Project has been registered under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata on \_\_\_\_\_ under registration number \_\_\_\_\_.
- 6.5 By and under the Agreement, it was agreed that the said Apartment Unit would be sold, conveyed and transferred by the Vendor/Promoter to the Purchaser at and for the Agreed Consideration/Total Price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) on the terms and conditions contained therein. In the Agreement, Carpet Area of \_\_\_\_\_ square feet and Built up Area of \_\_\_\_\_ square feet

were mentioned in respect of the said Apartment and corresponding Super Built-up area of \_\_\_\_\_ square feet was mutually agreed and accepted by the parties. Upon construction, the said Apartment contains Carpet Area of \_\_\_\_\_ square feet and Built up Area of \_\_\_\_\_ square feet and the parties have mutually agreed and accepted Super Built-up area of \_\_\_\_\_ square feet corresponding to the same. Accordingly, due to the increase in Carpet Area, the consideration of Rs. \_\_\_\_\_/- mentioned in the Agreement has been proportionately increased to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only). The said Apartment Unit is more fully and particularly mentioned and described in **Schedule G** hereto with the aforesaid change of final increased measurement.

- 6.6 The Purchaser confirms that after independently examining and verifying or causing independent examination and verification and being thoroughly satisfied about the ownership and title of the Vendor/Promoter in respect of the Premises and the documents relating thereto, the Plans sanctioned by the Corporation and the necessary approvals and permissions including the Completion Certificate bearing Completion Case No. \_\_\_\_\_ dated \_\_\_\_\_ and after inspection of the said Apartment Unit and the Building including the Common Areas and being thoroughly satisfied about the actual constructions (including the quality and specifications thereof, the Carpet Area, Built-up Area and the agreed Super Built-up Area of the said Apartment Unit, the workmanship, the quality of materials used, the structural stability and the construction of the Building, the Common Areas and the said Apartment, layout of the Building and the layout of the Car Parking Spaces), the Purchaser has taken possession of the said Apartment Unit and is completing the purchase of the said Apartment Unit pursuant to the Agreement between the Vendor/Promoter and the Purchaser. Prior to execution of this Deed, the Purchaser has made payment of the Agreed Consideration/Total Price, the Additional Liabilities and Deposits mentioned in the Agreement to the Vendor/Promoter. The Purchaser undertakes and covenants not to raise henceforth any objection or make any requisition regarding any of the above matter/issues and also waives and disclaims all claims and rights, if any, to do so. The Purchaser declares and confirms that the construction of the Building including the said Apartment Unit is complete in all respects to the complete satisfaction of the Purchaser and that the delay, if any, in completion has been and/or is deemed to be condoned by the Purchaser and that the Vendor/Promoter has complied with all its obligations including those under the Act and that the Purchaser has no complaint or claim whatsoever against the Vendor/Promoter on any account whatsoever and the Purchaser also waives and disclaims all claims and rights, if any.



7. **Now this Indenture witnesses:**

7.1 **Transfer:** The transfer made by this Deed shall be in the manner mentioned below and be subject to the terms and conditions contained in this Deed including those mentioned below.

7.1.1 In consideration of the Purchaser having paid the Agreed Consideration mentioned in **Schedule-F**, the Vendor/Promoter doth hereby sell, convey, grant and/or transfer to the Purchaser the following:

- (a) The said Apartment described in **Part-I of Schedule-G (said Apartment)**.
- (b) Right to park medium sized car(s) in the said Parking Space described in **Part-II of Schedule-G (said Parking Space)**.
- (c) Right to use and enjoy the Common Areas described in **Schedule-C** hereto in common subject to making timely payment of the Maintenance Charges, Corporation taxes and other liabilities and the rights and entitlements of common use and enjoyment of the Apartment Owners and/or occupiers of the other portions of the Building in respect of the same.

7.1.2 The term '**the said Apartment Unit**' wherever used in this Deed shall include all the properties and rights mentioned in **Clause 7.1.1** hereinbefore which are being hereby sold and/or granted, unless contrary to the context and it is expressly made clear that the same constitute one residential unit. Notwithstanding anything to the contrary contained elsewhere it is hereby expressly agreed that the Agreed Consideration has been mutually agreed upon on the basis of the Carpet Area of the said Apartment Unit. It is clarified that the Super Built-up Area is a notional area for calculation of Maintenance Charges, Common Expenses, etc. and has no connection with the Agreed Consideration and/or the Additional Liabilities and Deposits mentioned in the Agreement and that any variation in the Super Built-up Area due to variation in the Proportionate share shall not affect the Agreed Consideration and/or the Additional Liabilities and Deposits mentioned in the Agreement and no claim can be raised regarding the same by the Purchaser and the Purchaser shall not be entitled to and covenants not to demand any refund out of the Agreed Consideration and/or the Additional Liabilities and Deposits mentioned in the Agreement paid by the Purchaser on the ground of or by reason of any variation of the Super Built-up Area due to variation in the Proportionate share.

7.1.3 Neither any of the following is intended to be transferred nor the same

shall be transferred in favour of the Purchaser:

- (i) open and covered spaces in the Building and the said Land not included in the Common Areas mentioned in **Schedule C**,
- (ii) Roof of the Building at the Premises excluding the Common Roof Area,
- (iii) other Apartments, Apartment Units, Exclusive Open Terraces and Car Parking Spaces in the Building (except the right to park medium sized car(s) in the said Car Parking Space) and/or the Premises,
- (iv) right of further construction on any part of the open land/space comprised in the said Land or raising of any additional floor/storey/construction on the roof of the Building including the Common Roof Area
- (v) Exclusive Private Roof Area Rights in respect of the Exclusive Private Roof Area belonging exclusively to the Vendor/Promoter.

The Purchaser shall have no right, title, interest, claim or entitlement whatsoever in respect of any of the above and the Vendor/Promoter shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions and for such consideration as may be thought fit and proper by the Vendor/Promoter in its absolute discretion, without any reference to the Purchaser who hereby consents to the same and hereby disclaims, relinquishes, releases and/or waives any right, title, interest, entitlement or claim that the Purchaser may be entitled to, both in law or in equity, in favour of the Vendor/Promoter.

- 7.1.4 Notwithstanding anything to the contrary contained elsewhere, it is clarified that the Vendor/Promoter shall continue to be entitled to use and utilise the Common Areas mentioned in **Schedule-C** hereto.
- 7.1.5 The proportionate share of the Purchaser in respect of any matter referred to under this Deed shall be such as may be determined by the Vendor/Promoter from time to time and the Purchaser agrees, undertakes and covenants to accept the same notwithstanding variations.
- 7.1.6 The entitlement of the Purchaser in respect of the Common Areas shall be variable depending on Additional/Further Constructions, if any, made by the Vendor/Promoter from time to time and the Purchaser hereby irrevocably consents to the same. Any such variation and/or any Additional/Further Constructions shall not affect the Total Price / Agreed Consideration and no claim can be raised regarding the same by

the Purchaser and the Purchaser shall not be entitled to and covenants not to demand any refund out of the Total Price / Agreed Consideration paid by the Purchaser on the ground of or by reason of any variation and/or any Additional/Further Constructions.

- 7.1.7 The Vendor/Promoter shall be entitled at all times to install, display and maintain its name, brand and/or logo on the roof (including Common Roof Area) of the Building and/or other areas in the Building and/or the Premises by putting up hoardings, display signs, neon-signs, lighted displays, etc. without being required to pay any charges for the same, and no one including the Apartment Owners and the Association shall be entitled to object or to hinder the same in any manner whatsoever. No one including the Apartment Owners and the Association shall have any right to remove and/or damage the name and/or brand and/or logo installed and/or displayed and/or maintained by the Vendor/Promoter.
- 7.1.8 The Purchaser shall be entitled to occupy, possess, use and enjoy the said Apartment Unit in the manner not inconsistent with the Purchaser's rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Apartment Owner and/or the Vendor/Promoter.
- 7.1.9 Only the Common Roof Area shall be meant for common use and form part of the Common Areas. The Common Roof Area includes the areas of the lift Machine Room and water tank and shall be used for any common installations and facilities as may be necessary from time to time as also for fire refuge area on the roof, if required. The Common Roof Area shall be maintained by the Maintenance Agency and costs of the same shall form part of the Common Expenses. Antenna may be installed only on the portion of the Common Roof Area above the lift Machine Room and water tank.
- 7.1.10 Besides the additions and alterations permissible under the Act and/or the Rules, the Purchaser has irrevocably consented to and/or hereby irrevocably consents that the Vendor/Promoter may make modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the Building, the Common Areas and/or the ground floor layout made and/or to be made by the Vendor/Promoter and/or as may be deemed necessary by the Vendor/Promoter and/or as may be advised by the Architects and/or as may be required by any authority including the Corporation and the same is and shall be deemed to be the previous written consent under the Act. Prior to the booking of the said Apartment Unit, the Purchaser had been informed and made aware that the ground floor layout, roof layout, including the Common Areas and its location may undergo changes and/or modifications and the

Purchaser has consented to and/or hereby consents to the same and this is and shall be deemed to be the previous written consent of the Purchaser in terms of the Act. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total quantum of Common Areas mentioned in Schedule C shall not be reduced to the detriment of the Purchaser.

7.1.11 The Purchaser has irrevocably consented and/or hereby irrevocably consents that the Vendor/Promoter shall be entitled to make in future Additional/Further Constructions by way of additional/further construction in the Premises including by raising of any additional floor/storey/construction over the roof of the Building (including the Common Roof Area) and/or by way of construction of additional buildings/structures in the open land/spaces in the Premises and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Building and/or the Common Areas and such future Additional/Further Constructions/exploitation shall belong exclusively to the Vendor/Promoter who shall be entitled to sell, transfer, convey and/or otherwise deal with and dispose of the same in any manner whatsoever and appropriate all considerations and other amounts receivable in respect thereof. For the aforesaid purpose the Vendor/Promoter is entitled to shift any part of the Common Areas (including common areas and installations, lift machine rooms and water tanks and the Common Roof Area) to the ultimate roof and also to make available the Common Areas and all utility connections and facilities to the Additional/Further Constructions. The Vendor/Promoter shall, if required, be entitled to obtain necessary permission / sanction from the concerned authorities regarding the above or get the same regularized/approved on the basis that the Vendor/Promoter has an irrevocable sole right in respect of the same and the Purchaser has irrevocably consented and/or hereby irrevocably consents to the same. It is agreed that such modifications, additions and/or alterations shall not affect the Agreed Consideration / Total Price and that the total quantum of Common Areas mentioned in Schedule 'C shall not be reduced to the detriment of the Purchaser.

7.1.12 The Vendor/Promoter shall be free to purchase/develop land contiguous/adjacent/adjoining to and/or accessible from the said Land ("the Adjacent Property") with any other persons and in such an event the owners/occupants/residents of the Adjacent Property may be permitted by the Vendor/Promoter to use the drive ways, pathways and passages in the said Land for access to the Adjacent Property as also use of the Club Facilities (defined below) on such terms and conditions as the Vendor/Promoter may decide. The Vendor/Promoter shall also be free to get the Adjacent Property and the said Land amalgamated into a single premises with the Corporation. The Purchaser undertakes not to raise any objection or dispute regarding any of the above and has

consented to and/or hereby irrevocably consents to all of the above and no further consent shall be necessary in future.

- 7.1.13 Notwithstanding anything to the contrary contained elsewhere it is hereby made clear that any area not included in the Common Areas that remains unsold shall belong exclusively to the Vendor/Promoter and the Vendor/Promoter shall be entitled to deal with and dispose of the same in any manner they deem fit and appropriate the consideration for the same.
- 7.1.14 Non-enforcement of any right by the Vendor/Promoter or any indulgence granted by the Vendor/Promoter to the Purchaser or any other Apartment Owner shall not amount to any waiver of any of the rights of the Vendor/Promoter.
- 7.1.15 If at anytime there be demand, imposition of or enhancement of any tax, duty, levy, cess, surcharge or fee (including Goods & Services Tax) under any statute or regulation on the Premises, the Building and/or the said Apartment Unit or on the construction or transfer of the said Apartment Unit or any portion thereof in accordance with law (whether payable to the concerned authority by the Vendor/Promoter or the Purchaser) the same shall be borne and paid by the Purchaser, wholly in respect of the said Apartment Unit and proportionately in respect of the Premises, the Building and the Common Areas, without raising any objection thereto. The Vendor/Promoter shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Purchaser shall make such payment within 7 (seven) days of demand being made by the Vendor/Promoter and/or the concerned authority. It is expressly agreed that the same shall be the liability of the Purchaser and the Vendor/Promoter shall be entitled to recover the same from the Purchaser if any such payment is made by the Vendor/Promoter for any reason.
- 7.1.16 The Purchaser shall be entitled To Have And To Hold the said Apartment Unit hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever in the manner not in consistent with the rights of the Purchaser hereunder and subject to the Purchaser not committing any breach, default or violation and subject to the Purchaser not creating any hindrance relating to the rights and/or entitlements of any other Apartment Owner and/or the Vendor/Promoter.
- 7.1.17 The sale of the said Apartment Unit is together with and subject to the mutual easements and restrictions mentioned in this Deed including in **Schedule-D** hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in **Clause**

**7.1, Clause 7.3 and Schedule-E** hereto, which shall be covenants running with the said Apartment Unit in perpetuity.

7.1.18 Notwithstanding anything to the contrary contained elsewhere in this Deed or otherwise it is hereby expressly agreed and made clear as follows:

- (a) The open and covered Car Parking Spaces sanctioned by the Corporation are meant to be used only for parking cars by the Purchasers of this Project only.
- (b) The total number of open and covered Car Parking Spaces in the Project exceeds the total number of Apartments in the Project. The sizes of the Apartments are different and the car parking space requirement of the Purchasers also varies.
- (c) For the sake of certainty and clarity and to avoid any confusion, specified car parking spaces are being earmarked and allotted along with specified Apartments so that the same cars are parked in the same space every day.
- (d) Accordingly, at the request of the Purchaser, the Vendor/Promoter has allotted the said Car Parking Space for exclusive use by the Purchaser.
- (e) It is expressly made clear that only right of use is being granted in respect of the said Car Parking Space and no sale is being made.

7.1.19 The Purchaser is aware that under Sections 11(4)(f) and 17 of the Real Estate (Regulation and Development) Act, 2016 the Vendor/Promoter is required to transfer undivided proportionate title in the Common Areas to the Association. The Purchaser is also aware that as per the registration procedure followed by the Registration Authorities in West Bengal for registering Agreements for Sale / Deeds of Conveyance regarding flats/apartments, the market valuation of the flats/apartments is to be ascertained from the website of the Registration Authorities and the same is required to be approved by the Registration Authorities for enabling the Agreements for Sale / Deeds of Conveyance to be registered. The Market Valuation e-Assessment Slip regarding any flat/apartment can be generated only on the basis of super built-up area which includes the undivided proportionate share in the Common Areas and market valuation is made on such basis taking into consideration the undivided proportionate share in the Common Areas. Stamp duty and registration fees are payable on the basis of such valuation including undivided proportionate share in the Common Areas without which the Agreement for Sale / Deed of Conveyance cannot be registered. Under the circumstances, beneficial ownership/right in respect of undivided proportionate title in the Common Areas is deemed to be transferred to the Purchaser under this Deed of Conveyance in respect of the said Apartment Unit while a formal Deed of Transfer shall be executed and registered in favour of the

Association for formal transfer of undivided proportionate title in the Common Areas including the said Land to the Association as mentioned below. The Vendor/Promoter shall upon receipt of a written request from the Association (upon formation) execute a Deed of Transfer of undivided proportionate title in the Common Areas including the said Land in favour of the Association in the manner agreed upon. Such Deed of Transfer shall be prepared and finalized by the Vendor/Promoter and shall be subject to the reservations and/or rights of the Vendor/Promoter including under the several Agreements for Sale and the several Deeds of Conveyance executed and/or to be executed in favour of the Apartment Owners as also subject to the allotment of the open Car Parking Spaces made and/or to be made by the Vendor/Promoter in favour of the Apartment Owners. The stamp duty and registration fees for registration of such Deed of Transfer shall be payable by the Association without any amount being required to be contributed by the Vendor/Promoter.

7.1.20 The Vendor/Promoter shall be entitled to sell the Apartment Units on such terms and conditions as the Vendor/Promoter may deem fit and proper which may be at variance with the terms and conditions applicable to the Purchaser. Without restricting or limiting the generality of the above it is clarified that the Vendor/Promoter shall be entitled inter alia to:

- (a) demarcate and allot the car parking spaces in the Building for the Apartment Owners of Apartment Units;
- (b) charge Maintenance Charges and Common Expenses to the Apartment Owners of Apartment Units at such differential rate as may be decided by the Vendor/Promoter;
- (c) limit or restrict the rights of the Apartment Owners of Apartment Units in respect of use of certain Common Areas;
- (d) grant additional/differential rights to the Apartment Owners of Apartment Units in respect of use of certain Common Areas;

7.1.21 The said Exclusive Open Terrace, if mentioned in **Part-I** of **Schedule A** hereto, shall have exclusive access from and be attached and appurtenant only to the said Apartment and shall be exclusively occupied and used by the Purchaser for the purpose of private terrace only. The Purchaser shall not be entitled to use the same for any other purpose or to make any construction thereon or to cover the same in any manner. The Purchaser shall however be entitled to beautify and landscape the same provided however the same must always be fully open to sky without any covering, temporary or permanent. Further the

said Exclusive Open Terrace cannot be enclosed by grills or glass doors/windows save and except the railing provided by the Vendor/Promoter. The said Exclusive Open Terrace shall form an integral part of the said Apartment Unit and shall be transferable only as a part of the same and not independently or in any other manner.

7.1.22 The Purchaser confirms that he has agreed to purchase the said Apartment Unit with full knowledge that he would have no right, title, interest, claim or entitlement whatsoever in respect of Exclusive Open Terraces attached and/or appurtenant to other Apartments which shall be exclusively occupied and used by the respective Apartment Owners and occupants thereof.

## 7.1 **Covenants of the Vendor/Promoter:**

7.2.1 The Vendor/Promoter hereby covenants with the Purchaser that it:

- (a) has the right to sell, transfer and convey the said Apartment Unit to the Purchaser;
- (b) is transferring the said Apartment Unit to the Purchaser free from any encumbrance created by the Vendor/Promoter;
- (c) shall, at the costs and requests of the Purchaser, do acts and execute necessary documents as may be reasonably required for more perfectly assuring the said Apartment Unit to unto and in favour of the Purchaser in the manner agreed upon.

7.2.2 The Vendor/Promoter hereby covenants with the Purchaser that the Vendor/Promoter shall keep the Purchaser well and sufficiently saved, harmless and indemnified of from and against any encumbrance created by the Vendor/Promoter in respect of the said Apartment Unit.

7.2.3 The Vendor/Promoter hereby further covenants with the Purchaser that the Vendor/Promoter has received the Agreed Consideration mentioned in **Schedule-F** and acknowledges the receipt thereof in the Memo of Consideration hereunder.

7.2.4 The Vendor/Promoter hereby further covenants that the Purchaser shall, subject to observing, performing and complying with the mutual easements and restrictions mentioned in this Deed including in **Schedule-D** and with the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in **Clause 7.1, Clause 7.3** and **Schedule E**, peaceably own, hold and enjoy the said Apartment Unit.



### 7.3 **Covenants of the Purchaser:**

7.3.1 The Purchaser agrees, undertakes and covenants to:

(a) perform, observe and comply with all the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in particular in **Clause 7.1, Clause 7.3 and Schedule-E**;

(b) pay wholly in respect of the said Apartment Unit and proportionately in respect of the Premises and the Building, the Common Expenses, Maintenance Charges, electricity charges and all levies, duties, cess, charges, surcharges, rates, taxes and outgoings including, but not limited to Corporation taxes, sales tax, GST, Works Contract Tax, betterment and/or development charges under any statute, rule or regulation, etc. that may be and/or become payable at any time (including enhancements thereto and/or new imposition) in accordance with law relating to the construction, transfer, ownership and/or maintenance of the said Apartment Unit and/or relating to the Agreement and/or this Deed of Conveyance without raising any objection thereto, within 7 (seven) days of demand being made and the Vendor/Promoter shall not be liable for the same under any circumstance;

(c) regularly and punctually pay and contribute all costs and expenses for the utilities and facilities provided and/or obtained in the said Apartment Unit and ensure that those to the other Apartments are not adversely affected by any acts or defaults of the Purchaser;

(d) not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the completion of the Building and/or the transfer, sale or disposal of any other Apartment or portion of the Building. In default, the Purchaser shall be responsible and liable for all losses and damages which the Vendor/Promoter may suffer in this regard;

(e) not raise any objection or make any claim against the Vendor/Promoter regarding the construction and/or the completion of the Building and/or the said Apartment Unit or regarding the already verified calculation of Carpet Area, Built-up Area and/or the mutually agreed Super Built-up Area of the said Apartment Unit and/or regarding any of the matters/items mentioned in **Clause 6.6** hereinbefore;

(f) not question the quantum or apportionment of the Common Expenses mentioned in **Part-IV** of **Schedule-E** hereto (**Common**

**Expenses**) or the basis thereof or any other matter;

(g) not object and/or cause any inconvenience, hindrance, objection or disturbance to the user of the Common Areas (mentioned in **Schedule-C**) by the Vendor/Promoter / Apartment Owners/ tenants/ occupants of other Apartments;

(h) not claim any right over and/or in respect of the roof of the Building other than the Common Roof Area and that too only to the extent and subject to the conditions mentioned in this Deed;

(i) not raise any objection or claim against the Vendor/Promoter or create any hindrance or obstruction in relation to the rights and entitlements of the Vendor/Promoter including under Clauses 7.1.3, 7.1.4, 7.1.5, 7.1.6, 7.1.7, 7.1.8, 7.1.10, 7.1.11, 7.1.12, 7.1.13, 7.1.14 and 7.1.15;

(j) comply with and honour the mutual easements and restrictions mentioned in **Schedule-D**;

(k) apply for mutation to the Corporation within 30 days from the date of this Deed and take all necessary steps and get the said Apartment Unit mutated in his name and/or separately assessed by the Corporation at his own costs within 2 (two) months thereafter;

(l) pay all amounts and deposits that are payable by the Purchaser under the Agreement and/or this Deed of Conveyance and/or which are the liability of the Purchaser under the Agreement and/or this Deed of Conveyance even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance;

(m) pay all future betterment/development charges etc. relating to the said Apartment Unit and/or the Premises; and

(n) compensate any income tax liability that may become payable by the Vendor/Promoter due to there being any difference between the market valuation of the said Apartment Unit as per the registration authorities and the Agreed Consideration/Total Price paid by the Purchaser by making payment to the Vendor/Promoter the agreed compensation equivalent to such income tax liability on such difference at the highest applicable tax rate at the prevailing time and any interest and/or penalty in respect thereof and such payment shall be made by the Purchaser within 15 days of demand by the Vendor/Promoter and such liability and obligation shall continue even after handing over of possession and/or execution and registration of this Deed of Conveyance.

- 7.3.2 The Purchaser agrees covenants and undertakes to make payment of all his dues under this Deed and to comply with and/or perform all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Purchaser in pursuance of this Deed or otherwise required by law.
- 7.3.3 The Purchaser has entered into the Agreement and is executing this Deed of Conveyance for purchase of the said Apartment Unit with full knowledge of all laws, rules and regulations, notifications, etc. applicable to the Project. The Purchaser agrees covenants and undertakes to comply with and carry out from time to time on and from the date of this Deed, all the requirements, requisitions, demands and repairs which are required by any competent authority at his own costs. The Purchaser declares and confirms that all payments made by him under the Agreement and/or this Deed of Conveyance have been made in accordance with all applicable laws including, if the Purchaser is resident outside India, the Foreign Exchange Management Act, 1999, the Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and has filed necessary declarations, documents, permission, approvals, etc. The Purchaser shall be solely liable in the event of any failure or non-compliance and the Vendor/Promoter shall have no responsibility or liability and the Purchaser shall keep the Vendor/Promoter fully indemnified and harmless in this regard.
- 7.3.4 With effect from the Date of Possession, the Purchaser shall be deemed to have fully satisfied himself in all respects including the Plans, the construction and the quality, specifications and workmanship thereof, the carpet area and built-up area and super built-up area, the quality of materials used, the structural stability and completion of the Building, the Common Areas, the said Apartment, etc. and shall not thereafter be entitled to raise any objection or dispute or make any claim regarding the same in any manner whatsoever and shall keep the Promoter saved, harmless and indemnified.
- 7.3.5 The Purchaser shall pay the Corporation taxes in respect of the said Apartment Unit from the date of grant of the Completion Certificate dated \_\_\_\_\_. Other liabilities payable by the Purchaser under this Deed or otherwise in respect of the said Apartment Unit including Maintenance Charges, other impositions, outgoings and expenses etc. shall be paid by the Purchaser with effect from the date of grant of the Completion Certificate dated \_\_\_\_\_. In case the Purchaser was granted access to the said Apartment for the purpose of fit-outs, furniture, etc. prior to issuance of the Completion Certificate dated \_\_\_\_\_ then the electricity charges shall be paid by the Purchaser with effect from the date the Purchaser was granted access to the said Apartment for the purpose of fit-outs, furniture, etc.

- 7.3.6 The Purchaser shall be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said Apartment or the Common Areas which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment and shall at his/her own cost keep the said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 7.3.7 The Purchaser undertakes, assures and guarantees that he/she would not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Premises, Building therein or the Common Areas. The Purchaser shall also not change the colour scheme of the outer walls or grills or external painting of the balcony/Exclusive Open Terrace or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the said Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove or damage any wall including the outer and load bearing wall of the said Apartment.
- 7.3.8 The Purchaser shall plan and distribute his electrical load in conformity with the electrical systems installed by the Vendor/Promoter and thereafter the Association and/or Maintenance Agency.
- 7.3.9 The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions mentioned in Clauses 7.3.6 to 7.3.8.

7.4 **Completion of Construction and Possession:**

- 7.4.1 The Completion Certificate has been issued by the Corporation and the Vendor/Promoter has on or before the execution of this Deed handed over to the Purchaser, physical possession of the said Apartment Unit. The Purchaser has taken possession of the said Apartment after inspection and fully satisfying himself in all respects including the Plans sanctioned by the Corporation, the actual construction of the Building, the Common Areas and the said Apartment made by the Vendor/Promoter (including the quality and specifications thereof, the Carpet Area, the Built-Up Area and the agreed Super Built Up area of

the said Apartment, the workmanship, specifications, quality of materials used and the structural stability of the Building) and confirms that the Vendor/Promoter has complied with all its obligations including those under the Act and that the Purchaser has no claim of whatsoever nature against the Vendor/Promoter on any account whatsoever. The Purchaser agrees, undertakes and covenants not to make any claim or raise any dispute whatsoever against the Vendor/Promoter under any circumstances whatsoever.

- 7.4.2 On and from the date of this Deed, the Purchaser is responsible for the internal security of the said Apartment Unit and all articles, things, property and belongings within the same and to protect the same from any theft, loss, damage or destruction and to protect against any bodily injury or casualty to any person on account of any cause whatsoever. The Vendor/Promoter shall not have any responsibility or liability whatsoever in this regard.

#### **Schedule-A**

**(Title)**

By and under a Deed of Conveyance dated 21<sup>st</sup> December, 2022 made between The India Industrial Mission (as the Vendor) and the Vendor/Promoter herein (as the Purchaser) registered at the office of the Additional Registrar of Assurance – IV, Kolkata in Book No. I, Volume No. 1904-2023, Pages 104 to 137, Being No. 190420834 for the year 2022 the Vendor/Promoter herein purchased the Premises together with the benefit of the building plans that had been submitted to the Kolkata Municipal Corporation and were under process in the name of the India Industrial Mission for construction of new buildings on the Premises alongwith benefit of all approvals, permissions, no objections, clearances, reports etc. that may have been and/or may be issued or obtained regarding the same in the name of the India Industrial Mission.

#### **Schedule-B**

**(said Land/Premises)**

**ALL THAT** the piece or parcel of revenue free land measuring about 78 Cottahs 13 Chittacks 33 Square Feet be the same a little more or less together with the Building and other structures lying erected and/or built thereon situate, lying at and being Municipal Premises No. 5A, Seals Garden Lane (formed out of portion of Holding Nos. 68, 69A and 70, Dihi Panchannagram, Division-I, Sub Division-III and formerly being Premises No. 23A Barrackpore Trunk Road), Police Station Cossipore, Kolkata – 700 002 within the limits of Ward No. 001 of the Kolkata Municipal Corporation and butted and bounded in the following manner:

On the North :	Partly by 5.64 meters wide Seals Garden Lane and Partly by 5/1A Seals Garden Lane;
On the East :	Partly by Premises Nos. 4J, 4H, 4G/A, 4G/1B, 4F & 5B/8, Seals Garden Lane and Partly by Marbagan Lane (9.45 meters wide) which leads to Barrackpore Trunk Road;
On the South :	By Marbagan Lane [9.062 (Average) meters wide]; and
On the West :	By Premises Nos. 5B/15C, 5B/16A, 5B/16L, 5B/16D, 5B/16J, 5B/20E, 5B/21, 5B/22 & 5B/23, Common Passage.

**OR HOWSOEVER OTHERWISE** the same may be butted, bounded, called, known, numbered, described or distinguished.

The Premises is delineated in **GREEN** borders in the **map** or **plan** annexed hereto.

### **Schedule -C**

#### **(Common Areas)**

#### **Section A - “Common Areas and installations in respect whereof only right of user in common shall be granted”**

- a) Lobbies and Staircases of the Building.
- b) Lift pits chute comprised in the Building.
- c) Common drains, sewers and pipes, sewerage treatment plant.
- d) Common water reservoirs, water tanks and water pipes (save those inside any Apartment) appurtenant to the Building.
- e) Wires and accessories for lighting of Common Areas of the Building.
- f) Pump and motor.
- g) Lift and lift machinery of the Building.
- h) Fire Pump room and equipment.
- i) Fire fighting equipment in the Building.
- j) CCTV on the ground floor, lifts and Roof.
- k) Land comprised in the Premises
- l) Common Driveways

#### **Section B - “Common installations for which proportionate additional separate costs are to be paid by the Purchaser”**

- a) Electrical installations relating to meter, transformer and sub-station for receiving Electricity from CESC.
- b) Common Power Generator for common lights, lift(s), pump(s) and other common Facilities and for providing stand-by power for lobby, common

light(s), lift(s), pump(s) and other common services as also for the said Apartment Unit.

- c) Other facilities or installations, if any, provided for the common use of the Purchaser and not covered by **Section A** hereinabove.

**Section C - “CLUB FACILITIES on Roof and/or Ground Floor”**

- 1. Multipurpose Court
- 2. Kids Play area
- 3. Outdoor Fitness Zone
- 4. Banquet Hall on the Ground Floor
- 5. Senior Citizen Seating Area
- 6. Indoor Lounge
- 7. Swimming pool with Deck
- 8. Kids Pool
- 9. Temple on the Ground Floor
- 10. Adda Corner
- 11. Changing Rooms
- 12. Gymnasium
- 13. Indoor Games room
- 14. Barbeque Area.

- 1. Notwithstanding anything contained above or elsewhere herein and/or in the Agreement, the contents of this Schedule and the rights in respect of the Common Areas are subject to the reservations and/or the rights solely of the Vendor/Promoter under the Agreement and this Deed.
- 2. Some common facilities and amenities shall be provided on a portion of the roof/floor above the top most apartments in the Building and the balance portion of the roof as also the ultimate roof shall not be part of the Common Areas and may be used, utilized and/or dealt with in any manner by the Vendor/Promoter at its discretion.
- 3. The Vendor/Promoter shall always be entitled to use the Club and its facilities in the same manner as the Apartment Owners irrespective of whether any Apartment Unit is owned and/or retained by them or not.

**Schedule-D**

**(Easements & Restrictions)**

The Purchaser and/or the Apartment Owners (including the Vendor/Promoter) shall be entitled to and also bound by the following easements and/or conditions:

1. The right of ingress to and egress from their respective Apartments over the Common Areas mentioned in **Schedule-C**.
2. The right of passage of wires, cables, pipes and drains and other equipment and utilities including connections for water, electricity, telephone, cable- TV, etc. to and through each and every portion of the Premises including all the Apartments therein.
3. The right of support, shelter and protection of each portion of the Building by the other portions thereof.
4. Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of Apartments in the Building or necessary for the use or enjoyment thereof by the Apartment Owners in common with each other subject however to the terms, conditions and covenants mentioned in this Deed including in particular in **Schedule-E** hereto.
5. The right of the Apartment Owners, with or without workmen, and necessary materials to enter into all parts of the Premises, including all the Apartments therein for repairs at daytime upon giving 48 (forty-eight) hours prior notice to the persons affected thereby provided however that no prior notice or timing shall be necessary in emergent circumstances.

### **Schedule-E**

#### **(Purchaser's Covenants)**

#### **Part-I**

#### **(Specific Covenants)**

1. **The Purchaser agrees undertakes and covenants to:**
  - a) comply with and observe the rules, regulations and bye-laws framed by the Vendor/Promoter/Maintenance Agency/Association from time to time;
  - b) permit the Maintenance Agency and its men, agents and workmen to enter into the said Apartment or any part thereof for causing necessary repairs and maintenance or to set right any defect for the Common Purposes or the Project with prior reasonable notice except in case of emergency/urgency;
  - c) deposit the amounts for various purposes as required by the Vendor/Promoter and/or the Maintenance Agency;
  - d) use and occupy the said Apartment only for the purpose of residence and shall



not be entitled to and shall not kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the Building and/or the Premises or on any portion thereof;

- e) use the Common Areas mentioned in of Schedule C without causing any hindrance or obstruction to other Apartment Owners and occupants of the Building;
- f) keep the said Apartment and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Apartment in the Building and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments and parts of the Building;
- g) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Apartment or the Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise and also not to make any form of alteration to the external façade of the Building;
- h) maintain and/or remain responsible for the structural stability of the said Apartment and not to do anything which has the effect of affecting the structural stability of the Building and in case of any deviation, breach, violation or default of this sub-clause the Purchaser undertakes to pay to the Vendor/Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 100/- (Rupees one hundred only) per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Services Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Vendor/Promoter;
- i) use and enjoy the Common Areas mentioned in Schedule C only to the extent required for ingress to and egress from the said Apartment of men, materials and utilities;
- j) sign and deliver to the Vendor/Promoter all papers, applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Apartment from the CESC Limited in the name of the Purchaser and until the same be obtained, the Vendor/Promoter shall provide or cause to be provided reasonable quantum of electricity from its own sources and install at the cost of the Purchaser an electric sub-meter in or for the said Apartment and the Purchaser shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Apartment;
- k) be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes

provided therefor, ensuring that no inconvenience is caused to the Vendor/Promoter or to other Apartment Owners. The main electric meter shall be installed only at the common meter space. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Building, the Premises and outside walls of the Building save in the manner indicated by the Vendor/Promoter/Maintenance Agency (upon formation);

- l) bear and pay the Common Expenses and all other costs, expenses and outgoings in respect of the Premises proportionately and the said Apartment Unit wholly and the same shall initially be payable to the Maintenance Agency;
  - m) pay Corporation and all other rates, taxes, levies, duties, charges, impositions, outgoings and expenses in respect of the Building and the Premises proportionately and the said Apartment Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Apartment Unit until the same is assessed separately by the Corporation;
  - n) pay for other utilities consumed in or relating to the said Apartment Unit;
  - o) allow the other Apartment Owners the right to easements and/or quasi-easements;
  - p) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Corporation Taxes and other taxes and payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;
  - q) make payment of applicable Goods and Services Tax that may be payable in respect of all amounts to be paid by the Purchaser to the Vendor/Promoter, the Maintenance Agency and/or Association in terms of the Agreement and/or this Deed as also to pay all other taxes payable by the Purchaser in terms of the Agreement and/or this Deed; and
  - r) observe and comply with such other covenants as be deemed reasonable by the Vendor/Promoter for the Common Purposes.
2. the Purchaser has agreed and covenanted:
- a) not to damage, demolish or cause to be damaged or demolished the said Apartment or any part thereof;
  - b) not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Building and not to make changes of a permanent nature except with the prior approval in writing of the Maintenance Agency and with the sanction of the authorities concerned;

- c) not to put any name plate or letter box or neon-sign or board or publicity material or advertisement material on the face façade of the Building or anywhere on the exterior of the Project or the Building or in the Common Areas or on the outside wall of the Building save at the place as be approved or provided by the Vendor/Promoter Provided However That nothing contained herein shall prevent the Purchaser to put a decent nameplate on the outface of the main door of the said Apartment;
- d) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Apartment or any portion thereof and not to change the colour or design of balcony, balcony railings, window grills, and/or change the outer elevation of the said Apartment or the Building under any circumstance and in case any deviation, breach, violation or default of this sub-clause the Purchaser undertakes to pay to the Vendor/Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 100/- (Rupees one hundred only) per square feet of the super built up area of the said Apartment Unit together with all applicable taxes thereon besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Vendor/Promoter and the removing of Box Grill if at all put by the Purchaser shall be made at the cost of the Purchaser and the Purchaser shall not affix any coloured films or materials on the Building;
- e) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Apartment or any part of the Building or the Premises or may cause any increase in the premium payable in respect thereof;
- f) not to make or permit or play any disturbing noises or loud sounds or music in the Premises or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other occupiers of the Building and/or disturb them;
- g) not to use the lifts in case of fire and also not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc;
- h) not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency/Association;
- i) not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation;
- j) not to affix any coloured films or materials on the Building and not to decorate the exterior of the Building otherwise than in the manner agreed by the

Vendor/Promoter in writing or in the manner as near as may be in which it was previously decorated and also not to alter or permit any alteration in the outside colour scheme of the exposed walls of the verandahs lounge or any external walls or the fences of external doors and windows including grills/gates of the said Apartment Unit which in the opinion of the Maintenance Agency differ from the colour Scheme of the Building or deviation or which in the opinion of the Maintenance Agency may affect the elevation in respect of the exterior walls of the Building and/or the Premises and in case any deviation, breach, violation or default of this sub-clause the Purchaser undertakes to pay to the Vendor/Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 100/- (Rupees one hundred only) per square feet of the super built up area of the said Apartment Unit together with all applicable taxes thereon besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Vendor/Promoter;

- k) not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Building and the Premises and to deposit the same in such place only in the Premises and at such time and in such manner as the Maintenance Agency may direct;
- l) not to store or allow anyone to store any goods, articles, furniture or things in or around the staircase, lobby, landings or other common areas or installations of the Building;
- m) not to store in the said Apartment Unit or any part of the Premises any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the Premises or any part thereof and/or the Premises and/or any neighbouring property to any risk of fire or any accident;
- n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Building;
- o) not to claim any right over and/or in respect of the roof of the Building other than the right of common use in respect of the Common Roof Area or in respect of any open land at the Premises or in any other open or covered areas of the Building and the Premises reserved or intended to be reserved by the Vendor/Promoter for their own exclusive use and enjoyment and not meant to be a common area or portion and notwithstanding any inconvenience to be suffered by him and not to obstruct any development or further development or additional vertical / horizontal or other constructions which may be made by the Vendor/Promoter thereat or on any part thereof;
- p) not to object to or hinder sanction of further/additional vertical/horizontal or

other constructions or to the resultant variation in the Proportionate share and the Purchaser shall not object to the changes and/or inconvenience caused due to such construction being made by the Vendor/Promoter from time to time even after the Date of Possession;

- q) not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner and/or for any reason whatsoever, relating to or concerning the construction or completion or sale of the Building and/or the Apartments therein by the Vendor/Promoter at any time, whether before or after the Date of Possession and/or delivery of possession of the said Apartment Unit to the Purchaser, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Apartment Unit by the Purchaser and to be responsible and liable for all losses and damages which the Vendor/Promoter may suffer in this regard due to any default by the Purchaser;
- r) not to object, obstruct or create any hindrance to the Vendor/Promoter making Additional/Further Constructions subsequently and/or granting similar rights to the owners and occupiers thereof in respect of the Common Areas;
- s) not to shift or obstruct any windows or lights in the said Apartment or the Building and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Apartment without the prior consent in writing of the Vendor/Promoter and/or the Association;
- t) not cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment;
- u) not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Areas in any manner whatsoever;
- v) not hang or cause to be hung clothes from the balconies of the said Apartment;
- w) not to permit any new window, light, opening, doorway, path, passage, drain or other encroachment or easement to be made or acquired in against out of or upon the said Apartment without the prior consent in writing of the Vendor/Promoter and/or the Association;
- x) not to park or allow anyone to park any car at any place other than the space earmarked for parking car(s) of the Purchaser, if any, mentioned in **Part II of Schedule G**;
- y) not to sell, transfer, let out or part with possession of the said Car Parking Space, if so agreed to be acquired by the Purchaser hereunder, independent of the said Apartment and to use the same only for the purpose of parking of a

motor car;

- z) not to use the said Apartment Unit for any purpose save and except for residential purpose and not to use the said Apartment Unit for any commercial, business or professional purpose including without limitation, as a doctor's chamber, diagnostic or testing unit, nursing home, computer or educational training centre, repairing centre, commercial guest house, Club House, Eatery, boarding house, lodge, business centre, etc or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Building;
- aa) not to do any addition, alteration, structural changes, construction or demolition in the said Apartment Unit without prior written permission from the Corporation and other concerned authorities as also the Maintenance Agency and also subject to the condition that the same is not restricted under any other provision of the Agreement and/or this Deed and in case of any deviation, breach, violation or default of this sub-clause the Purchaser undertakes to pay to the Vendor/Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 100/- (Rupees one hundred only) per square feet of the super built up area of the said Apartment Unit together with all applicable taxes thereon besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Vendor/Promoter;
- bb) not to raise or put up any kutcha or pucca constructions, grills, walls or enclosure of any kind around the said Car Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;
- cc) not to make any claim of any nature whatsoever in respect of the Premises other than the said Apartment Unit hereby transferred and the common enjoyment of the Common Areas;
- dd) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the Building and shall not project anything out of any window of the Premises;
- ee) not to keep or harbour any bird or animal in the Common Areas of the Premises;
- ff) not to make claim of any right of pre-emption or otherwise regarding any of the other Apartments or any portion of the Building and/or the Premises;
- gg) not to install any air-conditioner except at the designated place shown by the Vendor/Promoter and at no point of time to change the position, cabling, vents and/or arrangement for the air-conditioner without prior written consent of the Vendor/Promoter and not to install any cabling and/or pipeline in the periphery

of the Building and/or the Premises;

- hh) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Building and the Premises not forming part of the Common Areas;
- ii) not to install any external wires or cables that may be visible outside the said Apartment;
- jj) not to put any film, whether coloured, reflective or otherwise on the windows/glass, whether external or internal;
- kk) not to install any false ceiling in the said Apartment without first making provision for the fire sprinkler and fire alarm system to be appropriately installed at the costs of the Purchaser in the manner that the same are visible and operative externally and outside the false ceiling and do not adversely affect the fire safety as per the rules of WBFES;
- ll) not to subdivide the said Apartment Unit and/or the said Car Parking Space, if allotted, or any portion thereof;
- mm) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any of Exclusive Open Terraces in the Building and the Premises save and except the said Exclusive Open Terrace, if any, mentioned in **Part I of Schedule G**;
- nn) not to carry on or permit to be carried on at the said Apartment Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Apartment Owners/occupiers of the Premises and/or the neighbourhood;
- oo) not to use the said Apartment Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Vendor/Promoter to any liability under environmental laws or any other laws;
- pp) not to interfere in any manner with the right, title, interest or entitlement of the Vendor/Promoter and/or its transferees/assigns in respect of other Apartment Units;
- qq) not to hang clothes in the balcony and not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in the Agreement and/or this Deed of Conveyance;
- rr) not to change the Project name "Orbit Tarang" and its logo under any circumstances whatsoever;
- ss) not to claim any right, title, interest, or entitlement whatsoever in the Exclusive

Private Roof Area;

- tt) not to interfere in any manner with the Exclusive Private Roof Area Rights of the Vendor/Promoter (along with its guests and visitors) in respect of Exclusive Private Roof Area and/or do anything that may be contrary to Clause 7.1.3; and
- uu) not to install any mechanical car parking system on any part of the Premises.

3. The Purchaser agrees, undertakes and covenants not to make or cause, directly or indirectly, any objection, interruption, interference, hindrance, obstruction or impediment for any reason or in any manner whatsoever relating to the Premises or concerning the development, construction, or completion of the Premises including the Common Areas and/or any further extension, expansion, construction, addition or alteration therein from time to time and/or the transfer, sale or disposal of any Apartment Unit or any portion of the Building and/or the Premises.
4. The Purchaser agrees undertakes and covenants not to question at any time whatsoever on any basis or account whatsoever mutually agreed computation of the Super Built-up Area of the said Apartment mentioned in the **Schedule-G** hereto and not to claim or demand details or calculations of the aforesaid fixed percentage under any circumstances whatsoever.
5. The Purchaser shall have no connection whatsoever with the other Apartment Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Purchaser and the other Apartment Owners (either express or implied) and the Purchaser shall be responsible to the Vendor/Promoter for fulfillment of the Purchaser's obligations irrespective of non-compliance by any other Apartment Owner.
6. Notwithstanding anything to the contrary contained elsewhere in this Deed, the Purchaser shall pay the Maintenance Charges in respect of the said Apartment Unit as also other costs, expenses and outgoings in respect of the said Apartment Unit and other costs, expenses and outgoings in respect of the Apartment Unit with effect from the date of grant of the Completion Certificate dated \_\_\_\_\_. The Purchaser shall be liable to pay the Corporation taxes and other taxes from the date of grant of the Completion Certificate dated \_\_\_\_\_. In case the Purchaser was granted access to the said Apartment for the purpose of fit-outs, furniture, etc. prior to issuance of the Completion Certificate dated \_\_\_\_\_ then the electricity charges shall be paid by the Purchaser with effect from the date the Purchaser was granted access to the said Apartment for the purpose of fit-outs, furniture, etc.
7. The stamp duty, registration fees and incidental expenses in respect of this Deed of Conveyance are being paid and borne by the Purchaser. The Goods and Services Tax payable in respect of the Agreed Consideration mentioned in



this Deed as also the other amounts and/or Deposits that have been paid and/or are payable by the Purchaser, shall be borne and paid by and be the sole liability of the Purchaser who agrees and undertakes to make payment of the same even if the same are found payable and/or demanded in future. The Purchaser hereby indemnifies the Vendor/Promoter fully regarding the above.

8. The Project and the Building constructed at the Premises have been named as “**ORBIT TARANG**” and the same shall always be known by the said name. The Purchaser and/or the Apartment Owners and/or the Association and/or the Maintenance Agency shall not be entitled to change the said name under any circumstances whatsoever and shall not remove the signage of the Building’s name that has been installed at the Premises.
9. The Purchaser may deal with or dispose of or assign or alienate or transfer the said Apartment Unit subject to the following conditions:
  - a. The said Apartment Unit shall be one single indivisible unit/lot for all purposes and shall not be partitioned or dismembered in parts and shall not be sold or transferred in divided or demarcated parts by the Purchaser. In case of sale of the said Apartment Unit in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.
  - b. The transfer of the said Apartment Unit by the Purchaser shall not be in any manner inconsistent with the Agreement and/or this Deed of Conveyance and the covenants contained in the Agreement as also herein shall run with the land and/or transfer. The person(s) to whom the Purchaser may transfer/alienate the said Apartment Unit shall automatically be also bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Purchaser by law and/or by virtue of the Agreement and/or this Deed of Conveyance.
  - c. All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, Corporation taxes and other taxes etc. relating to the said Apartment Unit payable to the Vendor/Promoter, the Maintenance Agency, the Association and the Corporation and other concerned persons/entities are paid by the Purchaser in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, run with such proposed transfer and the transferee shall be liable to make payment of the same.
10. The Purchaser shall not claim any partition of the said Land comprised in the Premises.
11. The Purchaser agrees, undertakes and covenants not to make any claim of any nature whatsoever against any person who has been granted any right by the

Vendor/Promoter in respect of the Premises or any portion thereof nor against the Vendor/Promoter with regard thereto nor shall in any manner obstruct such user and/or enjoyment.

12. The Purchaser shall be responsible for and shall keep the Vendor/Purchaser and the Maintenance Agency indemnified of from and against all damages, claims, demands, costs, charges, expenses and proceedings occasioned relating to the Premises or any part of the Building or to any person due to any negligence or any act, deed, thing or omission made done or occasioned by the Purchaser and shall keep the Vendor/Promoter and the Maintenance Agency indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Vendor/Promoter and the Maintenance Agency as a result of any act, omission or negligence of the Purchaser or the servants, agents, licensees, invitees or visitors of the Purchaser and/or any breach or non-observance by the Purchaser of the Purchaser's covenants and/or any of the terms herein contained.
13. In case of there being a failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Purchaser to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under the Agreement or this Deed of Conveyance or otherwise under law, then the Vendor/Promoter and/or the Association shall be entitled to issue a Notice to the Purchaser calling upon the Purchaser to rectify, remedy, make good or set right the same within one month from the date of issue of such Notice. If the Purchaser does not comply with the said Notice to the satisfaction of the Vendor/Promoter and/or the Association within the above time, then the Purchaser shall be liable to pay compensation and/or damages that may be quantified by the Vendor/Promoter and/or the Association in addition to the Purchaser being compelled to rectify, remedy, make good or set right the same as also withholding use of the Common Areas by the Purchaser.
14. If any act or omission of the Purchaser results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the Building or any portion thereof including further constructions, additions, and/or alterations from time to time and/or in the transfer, sale or disposal of any Apartment or portion of the Building, then in that event the Purchaser shall be liable to pay to the Vendor/Promoter compensation and/or damages that may be quantified by the Vendor/Promoter.
15. Besides the aforesaid rights mentioned in sub-clauses 13 and 14 above, the Vendor/Promoter shall also be entitled to enforce any other right to which the Vendor/Promoter may be entitled to in law by reason of any default or breach on the part of the Purchaser.
16. It is agreed that in case any major structural defect in construction (excluding any purchased materials and/or items from third party manufacturers) is brought

to the notice of the Vendor/Promoter within a period of 5 (five) years by the Purchaser from the date of the Completion Certificate dated \_\_\_\_\_, the Vendor/Promoter shall take steps to rectify such defects without further charge, within 30 (thirty) days, and in the event of Vendor's/Promoter's failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided However that the Vendor/Promoter shall not be liable under any circumstances if any additions, alterations and/or modifications etc. have been made in the Building, Common Areas and/or any of the Apartments by the Apartment Owners including the Purchaser herein and/or if there is any deviation found from the sanctioned Plans. It is further made clear that the structural defect, if any, must be certified by a licensed Architect and/or structural engineer of the Vendor/Promoter that it is a defect made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. and/or any acts or omissions made by any of the Apartment Owners and/or occupants of the Building and/or due to any other reason not attributable to the Promoter. The decision of the Architects including regarding the quality and specifications of the materials and the workmanship regarding construction and completion as also regarding structural defect/damage shall be final and binding on the parties.

17. Notwithstanding anything contained in clause 16 above the Vendor/Promoter shall not be liable to rectify any defect occurring under the following circumstances:-
- a) If there are changes, modifications or alterations in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Purchaser has taken possession of the said Apartment, the Vendor/Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
  - b) If there are changes, modifications or alteration in electrical lines and wirings after the Purchaser has taken over possession of the said Apartment, the Vendor/Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
  - c) If there are changes, modifications or alterations in doors, windows or other related items, then the Vendor/Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
  - d) If the Purchaser after taking physical possession of the said Apartment, executes interior decoration work including any addition and/or alteration in

the layout of the internal walls of the said Apartment by making any changes in the said Apartment then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Vendor/Promoter;

- e) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Vendor/Promoter shall get it rectified at its own cost.
- f) If the materials and fittings and fixtures provided by the Vendor/Promoter are not being maintained by the Purchaser or his / her agents in the manner in which same is required to be maintained.
- g) Any electrical fittings and/ or gadgets or appliances or other fittings and fixtures provided by the Vendor/Promoter in the Common Areas and/ or in the said Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Vendor/Promoter and not amounting to poor workmanship or manufacture thereof.
- h) Any defect due to force majeure.
- i) Failure to maintain the amenities / equipment
- j) Due to failure of AMC
- k) Regular wear and tear
- l) If the Architect/Structural Engineer certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Purchaser, without first notifying the Vendor/Promoter and without giving the Vendor/Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the said Apartment, alters the state and condition of the area of the purported defect then the Vendor/Promoter shall be relieved of its obligations contained in clause 16 above.

- 18. The Vendor/Promoter shall compensate the Purchaser in case of any loss caused to him due to defective title of the land on which the Building containing the said Apartment has been constructed that is known to the Vendor/Promoter but has not been disclosed to the Purchaser or which the Purchaser could not have found out inspite of due diligence and care, in the manner as provided under the Act subject to the Purchaser not having committed default or violation or breach

or non-compliance of any of the terms and conditions of the Agreement or this Deed and subject to the Purchaser having made timely payments of all amounts under the Agreement and/or this Deed and/or otherwise required under law. It is further made clear that under no circumstances shall the Vendor/Promoter be liable for any defective title not created by the Vendor/Promoter and/or any defect that existed prior to the purchase of the land by the Vendor/Promoter.

19. The Vendor/Promoter/Maintenance Agency/Association of Apartment Owners shall have rights of unrestricted access to all Common Areas mentioned in Schedule C as also the garages/covered parking and Car Parking Spaces for providing necessary maintenance and repair services and the Purchaser agrees to permit the Vendor/Promoter/Maintenance Agency/Association of Apartment Owners to enter into the said Apartment or any part thereof after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to cause necessary repairs and maintenance and set right any defect.
20. In case there are joint Purchasers, all communications shall be sent by the Vendor/Promoter to the Purchaser whose name appears first and at the address given by him which shall for all intents and purposes be considered as properly served on all the Purchasers.
21. The General Terms and Conditions (GTC) on the basis of which the transaction has been entered into shall continue to be valid and subsisting and shall be deemed to be a part of the Agreement as also this Deed of Conveyance. Waiver or limitation of any right or interest and/or any consent given by any party in the GTC, Agreement and/or this Deed of Conveyance and/or any part hereof and/or in any document hereafter, shall be valid and binding and the same shall also be deemed to be voluntarily given, repeated and/or reiterated by such party subsequent to the signing of the Agreement and this Deed of Conveyance.
22. The transaction contemplated herein is a single transaction of sale and purchase of the said Apartment Unit and does not constitute any Party to be the agent of the other Party and no form of service is contemplated. It is further hereby expressly intended and agreed by and between the parties hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further intended and agreed by and between the parties hereto that in the event the Vendor/Promoter is liable to make payment of any Sales Tax, VAT, Works Contract Tax, Goods & Services Tax or any other statutory tax, duty or levy in respect of the Agreement or this Deed of Conveyance or the transfer of the said Apartment contemplated hereby, the Purchaser shall be liable to and agrees to make payment of the same even after execution and registration of this Deed of Conveyance.

## **Part - II**

### **(Maintenance)**

1. The Premises, the Building and the Common Areas shall be managed and maintained by the Maintenance Agency.
2. The Purchaser shall accept the rules and regulations made by the Maintenance Agency (**Rules**) and shall diligently observe, perform and comply with the same.
3. The Maintenance Agency shall function at the costs of the Apartment Owners and will work on the basis of advance payments and/or reimbursements of all costs and outgoings for Common Purposes, including establishment costs and costs of its formation and/or operations and requirements for doing and/or making provisions for repairs painting replacements and renovations and for unforeseen eventualities.
4. The Maintenance Agency shall collect and pay all rates, taxes and outgoings, including for insurance of the Building and the Premises, which are not separately charged or assessed or levied on the Apartment Owners.
5. The Purchaser shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by Maintenance Agency/Association (upon formation), within the prescribed due date, failing which the Purchaser shall pay interest at the same rate prescribed in the Rules for delayed payments, for the period of delay, computed from the date the payment became due till the date of payment, to the Maintenance Agency/Association (upon formation), as the case may be, and there shall be restriction on sale, transfer, lease or tenancy of the said Apartment Unit till the dues are fully paid as also damages suffered or costs incurred, if any, due to delay in making payment or for realization. The liability to pay interest shall be without prejudice to the right of the Maintenance Agency under Clause 8 below.
6. Apportionment of any liability of the Purchaser in respect of any item of expenses, taxes, dues, levies or outgoings payable by the Purchaser pursuant to this Deed or otherwise shall be Proportionate.
7. The Maintenance Charges payable by the Purchaser with effect from the date of grant of the Completion Certificate dated \_\_\_\_\_ shall be payable on a monthly basis on the basis of the bills to be raised by Maintenance Agency/Association (upon formation), such bills being conclusive proof of the liability of the Purchaser in respect thereof. The Maintenance Charges shall be decided by the Vendor/Promoter from time to time subject to a minimum of Rs. 3/- per square feet of super built-up area per month for the said Apartment together with applicable Goods and Services Tax. The Maintenance Agency/Association shall be entitled to revise and increase the Maintenance Charges from time to time and the Purchaser shall not be entitled to object thereto. In addition to the Maintenance Charges, the

Purchaser shall be liable to make payment of Management Fees at the rate of 15 percent of the Maintenance Charges to the Vendor/Promoter till the handover of the maintenance to the Association.

8. The Purchaser also admits and accepts that the Maintenance Agency/Association shall also be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Purchaser and/or the said Apartment Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, Corporation taxes, Common Expenses and/or other payments by the Purchaser after giving 15 days notice in writing.
9. The Purchaser shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all costs and expenses relating to the Mechanical Car Parking System (including its running, maintenance, operation, repair, replacement, renovation, insurance etc.,) proportionately irrespective of whether the Purchaser has facility of parking thereat as also such costs and expenses may be charged from the Purchaser as part of the Maintenance Charges or proportionate Common Expenses or separately as the Maintenance Agency may deem fit and proper.
10. The Purchaser shall co-operate with the other Apartment Owners, and the Maintenance Agency in the management and maintenance of the Premises and shall observe and comply with such covenants as be deemed reasonable by the Maintenance Agency for the Common Purposes.
11. All rights and entitlements of the Maintenance Agency shall be the rights and entitlements of the Vendor/Promoter until the Association is formed and starts functioning effectively and till that time the Vendor/Promoter shall maintain the Building and collect all funds, deposits, charges and expenses including the Maintenance Charges, Common Expenses, Deposits/Advances for Sinking Fund, Deposits/Advances for Maintenance Charges and Deposits/Advances for Corporation taxes.

### **Part - III**

#### **(Association)**

1. The Vendor/Promoter shall take steps for formation of the Association. Any association, company, syndicate, committee, body or society formed by any of the Apartment Owners without the participation of the Vendor/Promoter shall not be entitled to be recognized by the Vendor/Promoter and shall not have any right to represent the Apartment Owners or to raise any issue relating to the Building or the Premises. The maintenance of the Building shall be made over to the Association within the time mentioned in the West Bengal Apartment Ownership Act, 1972 and upon such making over, the Association shall be responsible for the maintenance of the Building and the Premises and for

timely renewal of all permissions, licenses, etc. After handing over of the maintenance of the Premises to the Association, the Vendor/Promoter shall transfer and make over the Deposits to the Association after adjusting its dues, if any.

2. All the Apartment Owners including the Purchaser herein shall become members of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable by the Vendor/Promoter.
3. All papers and documents relating to the formation of the Association shall be prepared and finalised by the Vendor/Promoter and the Purchaser hereby consents to accept and sign the same.
4. The employees of the Maintenance Agency for the Common Purposes such as watchmen, security staff, caretaker, liftmen, sweepers etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Purchaser hereby consents to the same and shall not be entitled to raise any objection thereto. After handing over of maintenance to the Association, all subsequent employment shall be done by the Association.
5. The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect and any contrary rules, regulations and/or amendments of the Association shall be void ab initio.
6. All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Apartment Owners of the Building including the Purchaser herein.
7. Any association of whatsoever nature or nomenclature formed by any of the Apartment Owners without the participation of all Apartment Owners shall not be entitled to be recognised by the Vendor/Promoter and shall not have any right to represent the Apartment Owners or to raise any issue relating to the Building or the Premises.
8. The Association, when formed, shall be owned and controlled by the Apartment Owners proportionately and all its decisions shall be by majority of votes according to proportionate interest, and not number of members. The Apartment Owners (including the Purchaser) may amend and/or modify the rules and regulations of the Association by three-fourths majority subject to the condition that no amendment or modification shall be valid if it is contrary to or in violation of any of the terms and conditions contained in the several Deeds of Conveyance executed/to be executed by the Vendor/Promoter in favour of the Apartment Owners.



9. The certified copies of title deeds relating exclusively to the Premises along with related documents shall be handed over by the Vendor/Promoter to the Association within 3 (three) months of handing over of maintenance of the Building to the Association.
10. After the maintenance of the Building is made over to the Association, the Association may either manage the maintenance of the Building on its own or through any other third party or agency who shall carry out its duties in accordance with the terms and conditions contained in the several Deeds of Conveyance executed by the Vendor/Promoter in favour of the Apartment Owners.
11. The Association shall, upon its formation, be entitled to all the rights with regard to the Common Areas/Purposes.
12. The Maintenance Charges and proportionate Common Expenses shall be paid by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use any or all of the Common Areas and also irrespective of whether or not the Purchaser is granted facility of parking any car in the Mechanical Car Parking System by the Vendor/Promoter and any non-user or non-requirement in respect of any Common Areas or parking facility (if so granted) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Purchaser in respect of the said proportionate Common Expenses and/or Maintenance Charges. Any use of the Mechanical Car Parking System by the Apartment Owners including the Purchaser (if so granted) shall be subject to Force Majeure and interruptions, inconveniences and mechanical faults associated with its use and the Vendor/Promoter and the Maintenance Agency shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the same and the Purchaser hereby consents to the same and agrees to keep the Vendor/Promoter fully indemnified in respect thereof.
13. From the date of offering the handing over of maintenance to the Association, the Vendor/Promoter shall not have any responsibility whatsoever regarding the Building and the Premises and/or any maintenance, security, safety or operations including relating to fire fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, installations, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Premises and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Apartment Owners including the Purchaser and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses.

14. The Apartment Owners including the Purchaser and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire licence, etc. and the Vendor/Promoter shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of offering the handing over of maintenance, the Vendor/Promoter and/or its directors, employees or agents shall have any liability or responsibility whatsoever under any circumstance and the same shall be the sole liability and responsibility of the Apartment Owners including the Purchaser herein and/or the Association.

#### **Part - IV**

##### **(Common Expenses)**

1. **Association:** Establishment and all other capital and operational expenses of the Association. All expenses and outgoings for preparation and registration of Deed of Transfer for transfer of undivided proportionate title in the Common Areas including the said Land in favour of the Association including stamp duty, registration fees, legal fees, incidental expenses, etc.
2. **Common Utilities:** All charges and security deposits for supply, operation and maintenance of common utilities.
3. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
4. **Litigation:** After handing over of possession all litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas of the Premises, including the exterior or interior (but not inside any Apartment) walls of the Building.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas of the Premises, including lifts, generator, changeover switches, 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 of the Premises.
7. **Rates and Taxes:** Corporation Tax, surcharge, Multistoried Buildings Tax, Water Tax and other levies in respect of the Building and/or the Premises save those separately assessed on the Purchaser.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

9. **Mechanical Car Parking System:** All fees, costs, charges, taxes and expenses for managing, maintaining and up-keeping the Mechanical Car Parking System including periodic maintenance, repair, replacement, renovation, overhaul, insurance, deployment of personnel and agency for its operation and other purposes, security, protection, depreciation, electricity costs for operations as also ancillary or incidental expenses regarding the Mechanical Car Parking System, etc.
10. **Management Fees:** The Purchaser shall be liable to make payment of Management Fees at the rate of 15 percent of the Maintenance Charges to the Vendor/Promoter till the handover of the maintenance to the Association.
11. **General & Out Pocket Expenses:** All other expenses and/or outgoings including litigation expenses, if any, as may be incurred by the Maintenance Agency/ Association for the Common Purposes.
12. **Club:** The charges and expenses relating to the Club shall form part of the Common Expenses and be included in the Maintenance Charges payable by the Apartment Owners.

Notwithstanding anything to the contrary contained elsewhere in this Deed it is made clear that although the Mechanical Car Parking System is not part of the Common Areas, all expenses regarding the same shall form part of the Common Expenses and the Purchaser has expressly agreed to pay the proportionate costs for the same irrespective of whether the Purchaser has facility of parking thereat.

### Part – V

#### (Mutation, taxes and impositions)

1. The Purchaser shall apply for within 30 days from the date of execution of this Deed and obtain within two months thereafter, mutation, separation and/or apportionment of the said Apartment Unit in his own name without in any way making or keeping the Vendor/Promoter liable and/or responsible in this regard on any account whatsoever. The Vendor/Promoter shall co-operate with the Purchaser in this regard and shall sign necessary papers including no objection, consent etc., if and when required in the manner agreed upon.
2. In case of default, the Vendor/Promoter or the Maintenance Agency, as the case may be, will be entitled to get the said Apartment Unit mutated and apportioned in the name of the Purchaser and in such an event be further entitled to recover all costs, charges and expenses, including professional fees therefor from the Purchaser. All such amounts shall be paid and/or be payable by the Purchaser within 30 (thirty) days of being called upon to do so. In the event of failure to do so, the Purchaser shall be liable to pay interest on the unpaid amount at the rate of 2 (two) per cent per month.
3. Until such time as the said Apartment Unit be separately assessed and/or mutated, all rates, taxes, outgoings and/or impositions levied on the Premises and/or the Building (**Impositions**) shall be proportionately borne by the Purchaser.

4. Besides the amount of the Impositions, the Purchaser shall also be liable to pay the penalty, interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (**Penalties**), proportionately or wholly, as the case maybe.
5. The liability of payment by the Purchaser of Impositions and Penalties in respect of the said Apartment Unit would accrue with effect from the date of grant of the Completion Certificate.
6. The Maintenance Agency shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Purchaser thereof from the Purchaser.

### Schedule-F

#### [Agreed Consideration]

Agreed Consideration for the transfer of the said Apartment Unit as defined in this Deed.

Rs. \_\_\_\_\_/-

(Rupees \_\_\_\_\_ only)

### Schedule-G

#### Part-I

“Said Apartment”

ALL THAT the residential Apartment no. \_\_\_\_ on the \_\_\_\_\_ Floor of Tower \_\_\_\_ measuring about \_\_\_\_\_ square feet Carpet Area, more or less, and about \_\_\_\_\_ square feet Built Up Area, more or less, having mutually accepted by the parties to be equivalent to \_\_\_\_\_ square feet agreed Super Built Up Area, in the Building named “**Orbit Tarang**” constructed at Premises No. 5A, Seals Garden Lane (formed out of portion of Holding Nos. 68, 69A and 70, Dihi Panchannagram, Division-I, Sub Division-III and formerly being Premises No. 23A Barrackpore Trunk Road), Police Station Cossipore, Kolkata – 700 002 within the limits of Ward No. 001 of the Kolkata Municipal Corporation and delineated on the Plan annexed hereto and bordered in **GREEN** colour thereon.

Together with an Exclusive Open Terrace measuring about \_\_\_\_\_ square feet more or less on the \_\_\_\_\_ floor of Tower \_\_\_\_ attached and/or appurtenant to the said Apartment.

### PART-II

“Said Car Parking Space”

**ALL THAT** the right to park medium sized car in:

- (i) \_\_\_\_\_ covered agreed independent car parking space no. \_\_\_\_ on the ground floor (stilt) of the Building;
- (ii) \_\_\_\_ car(s) in the covered dependent car parking space no. \_\_\_\_ on the ground floor (stilt) of the Building;
- (iii) \_\_\_\_\_ open agreed car parking space no. \_\_\_\_ in the open space surrounding or adjacent to the Building;
- (iv) \_\_\_\_\_ car(s) in the Mechanical Car Parking System being no. \_\_\_\_ located in the open area surrounding or adjacent to the Building;

The said Car Parking Space is delineated in **BLUE** borders in the Car Parking Plan annexed hereto.

8. **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 **Vendor/Promoter**  
at Kolkata in the presence of :

**Executed and Delivered** by the **Purchaser**  
at Kolkata in the presence of

Prepared by:

R. Ginodia & Co. LLP, Advocates  
Ground Floor, 6, Church Lane,

Kolkata-700 001.

**Memo of Consideration**

**RECEIVED** of and from the within-named Purchaser the within-mentioned sum of **Rs. \_\_\_\_\_/-** (Rupees \_\_\_\_\_ only) being the Agreed Consideration for sale of the said Apartment Unit under these presents.

**Witnesses:**

\_\_\_\_\_  
DATED THIS      DAY OF      2023  
=====

**BETWEEN**

**ORBIT TIRUPATI TOWERS PRIVATE LIMITED**  
**... VENDOR/PROMOTER**

**AND**

\_\_\_\_\_  
**... PURCHASER**

**CONVEYANCE**

Apartment no. \_\_\_\_\_  
\_\_\_\_\_ Floor

**R. Ginodia & Co. LLP**  
**Advocates**  
**Ground Floor, 6, Church Lane,**  
**Kolkata – 700 001**