

Residential Flat being no..... on floor of the building in block of “Orchid Realty” under P.S. Raniganj, Mouza Raniganj Municipality, measuring Super build up area of Sq.fts. and a four Wheeler(Car) & two Wheeler Covered Parking space, Sale Value Rs...../- Assessed Market Value Rs.....

DEED OF CONVEYANCE

THIS DEED OF SALE/CONVEYANCE executed on this.....day of
2023

“**ORCHID REALTY**”, **Income Tax PAN : AAGFO5705N**, a partnership firm as per the provisions of the Indian Partnership Act, 1932 having registered office at N. S. B. Road, Near HDFC Bank, P.O.& P.S.- Raniganj, Sub-Division Asansol, District-Paschim Bardhaman, Pin No. 713347, within the State of West Bengal represented by its authorized signatory (One of its prtner) **Mr. Deepak Jalan, Income Tax PAN : ACPPJ2477H, Aadhar No. 2693 7335 3983**, son of Mr. Viswanath Jalan, by faith Hindu, Indian citizen, by occupation Business, resident of Madhu Sarani, Rambagan Doctors Colony, P.O.- Searsole Rajbari, P.S.- Raniganj, Pin - 713358, Dist.- Paschim Bardhaman, W.B within the State of West Bengal, here- in-after jointly and severally called the “**SELLER/VENDOR**”(Which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include all their legal representatives, executors, administrators and assigns)of the **ONE PART**.

AND

1] (**having Income Tax PAN::.....**) **Son of**
2] (**having Income Tax PAN::.....**)
Wife of, both by Caste Hindu,Citizenship Indian,by Profession
resident ofP.O.....,P.S.....,Sub-DivisionDistrict, Pin No.....,within the State of
here-in-after jointly and severally called the “**BUYERS/ PURCHASERS**”
(Which expression shall unless repugnant to the context or meaning thereof be deemed to include his/her/their heirs representative, executor, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heris, executors, administrators, successors-in-interest and permitted assgnees)of the **OTHER PART**.

Developer / Promoter and Buyer(s) collectively Parties and individually Party.

A.BACK GROUND (OWNERSHIP & TITLE OF THE VENDOR)

1. ORCHID REALTY having its 7 (seven) partners **(1) Sri Pawan Bajoria** (PAN : ADEPB5489R),son of Late Ramavtar Bajoria, resident of Burns Plot, P.O&P.S.- Raniganj, PIN : 713347, Dist.Paschim Bardhaman (W.B.), **(2) Sri Deepak Jalan** (PAN : ACPPJ2477H), son of Viswanath Jalan, resident of Madhu Sarani, Rambagan Doctors Colony P.O.- Searsole Rajbari, P.S.- Raniganj,PIN – 713358, Dist.- Paschim Bardhaman (W.B.), **(3) Sri Sanjay Bajoria** (PAN :ADDPB1444K),son of Late Ramavtar Bajoria, resident of Burns Plot, P.O. and P.S.- Raniganj,PIN – 713347, Dist.Paschim Bardhaman (W.B.), **(4) Sri Pradeep Bajoria** (PAN :ADDPB1445J), son of Late Ramavtar Bajoria, resident of Burns Plot, P.O.and P.S.- Raniganj, PIN 713347, Dist.- Paschim Bardhaman (W.B.), **(5) Smt Rekha Saraf** (PAN : AMPPS1830B),wife of Sri Ashok Kumar Saraf, resident of N. S. B. Road, Goenka Park, P.O.and P.S.- Raniganj,PIN - 713347, Dist.- Paschim Bardhaman (W.B.),**(6) Sri Rohit Khaitan** (PAN : AFCPK2391F), son of Sri Rajendra Prasad Khaitan,resident of M. N. Ghosh Road, P.O. and P.S.- Raniganj, PIN – 713347, Dist.-Paschim Bardhaman (W.B.) and **(7) Sri Mukesh Agarwal** (PAN : ADEPB5489R), son of Sri Purushottam Lal Agarwal, resident of Near Chandra Talkies, Main Road, P.O. Chas, PIN - 82013,Dist.- Bokaro, Jharkhand, all (1) to (7) are by faith Hindu, Indian citizen, by occupation **Business**,owning and possessing of a land measuring about **2104.35 Sq. Mt.** more or less comprising within appertaining to Mouza – Raniganj Municipality, J.L. No. 24, Ward No.- 93, R.S. Plot No. 68,L.R. Plot No. 94, L.R. Khatian No. 29346, P.S.- Raniganj, under Asansol Municipal Corporation, A.D.S.R. Office - Raniganj & Sub-Division - Asansol Sadar, District- Paschim Bardhaman, West Bengal, India. (“Said Land”) in the name of the partnership firm **ORCHID REALTY** vide following sale deeds

<u>Serial No</u>	<u>Deed No</u>	<u>Dated</u>	<u>Registered at the office of</u>
1	020103972	03.12.2020	D.S.R. – I, Purba Bardhaman
2	020103973	03.12.2020	D.S.R. – I, Purba Bardhaman
3	020103974	03.12.2020	D.S.R. – I, Purba Bardhaman
4	020103975	03.12.2020	D.S.R. – I, Purba Bardhaman
5	020104000	04.12.2020	D.S.R. – I, Purba Bardhaman
6	020104612	24.11.2020	D.S.R. – I, Purba Bardhaman
7	020104943	18.01.2021	D.S.R. – I, Purba Bardhaman
8	020104261	25.11.2020	A. D. S. R. Raniganj

2.The Said Land is earmarked for the purpose of building a residential cum commercial purpose project, comprising B+G+7 multistoried buildings and the said project shall be known as“**ORCHID TOWER**” (“Project”);

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.

B. TERM USED IN THIS DEED

1. “**Act**” means the Real Estate (Regulation and Development) Act, 2016.
2. “**Rules**” means the Real Estate (Regulation and Development) Act, 2016.
3. “**Regulation**” means the Regulations made under the Real Estate (Regulation and Development) Act, 2016.
4. “**Section**” means a section of the Act
5. The **Asansol Municipal Corporation**, Paschim Bardhaman has granted the Building Plan certificate to develop the Project vide approval dated **20th April 2022** bearing **Memo No. 1996(2)/BP/AMC/HO**;
6. The Promoter has obtained the final layout plan approvals for the Project from **Asansol Municipal Corporation**. The Promoter agrees and undertakes that they shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

C. TRANSFER OF SAID FLAT AND APPURTENANCES

Terms and conditions for transfer of:

1. **SAID FLAT:** Residential Flat No..... on the Floor, having super built-up area of approximately square feet corresponding to carpet area approximately square feet, described in Part-I of the Sixth Schedule below (Said Flat), comprised in Block No..... (Said Building) in the complex named “**ORCHID TOWER**”(Said Complex) situated at N.S.B. Road, Opposite HDFC Bank Raniganj, P.O. & P.S. Raniganj, District Paschim Bardhaman. Pin No. 713358, (W.B.). more fully described the First Schedule below.
2. **LAND SHARE:** Undivided, proportionate, impartible and variable share in the land contained in the Said Premises (Land Share), attributable and appurtenant to the Said Flat.

3. PARKING SPACE: The car / motorcycle and/or both parking space/s described in Part-II of the Sixth Schedule below (Parking Space), if any.

4. SHARE IN COMMON PORTIONS (For Residential flat only): Undivided, proportionate, impartible and variable share and/or interest in the common areas, amenities and facilities of the

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Said Building and the Said Complex (Share In Common Portions), the said common areas, amenities and facilities being described in the Second Schedule below (collectively Common Portions).

5. EASEMENT RIGHTS: Right of perpetual easement on the roads and pathways situate inside the Orchid Tower (Easement Rights).

6. OWNER CUM DEVELOPER/PROMOTER & SELLER/VENDOR::

All the terms means “**ORCHID REALTY**” who purchased the land in the manners mentioned above and also Developed the said land by constructing building there-on and promot the same

AND WHEREAS after purchase the said land Orchid Realty mutated its name before the B.L.& L.R.O. Office Raniganj and the name of “**ORCHID REALTY**” has duly been recorded in the finally published L.R. Record of Rights, in L.R. Khatian No. 29346 of Mouza Raniganj Municipality against the aforesaid purchased land mentioned above.

AND WHEREAS the aforesaid land has been converted as “Bastu” vide conversion **case No.by S.D.L.L.R.O..... for L.R. Plot No. 94 of Mouza Raniganj Municipality.**

AND WHEREAS the owner/vendor for constructed residential flats on & above the said land, obtained Fire Safety recommendation from the Divisional/Fire officer Burdwan Division vide memo No. and also obtain NOC from ADDA vide **memo No., Dt.....** for construction of Residential Cum Commercial Housing project.

AND WHEREAS after obtaining ownership & all necessary clearance from the competent authority the Owner Cum Developer/Promoter “**ORCHID REALTY**” started construction of the project on & above the said land and raise a B+G+7 storied compact residential & commercial building having parking space at the Ground floor as per the plan approved by Asansol Municipal Corporation vide **No., Dt.**

2. SANCTION OF PLANS: With the intention of developing and commercially exploiting the Said Premises by constructing the Said Complex thereon and selling spaces therein (Units), the Developer / Promoter has got a building plan sanctioned by the Asansol Municipal Corporation, being Plan No. vide nosDT..... for construction of new buildings partly for residential and partly for commercial purpose in the said schedule property as mentioned in PART-II of the First Schedule and shall also include, wherever the context permits, such other plans that may be sanctioned including variations/modifications therein, if any, as well as all revisions, renewals and extensions thereof, if any.

3. COMMENCEMENT OF CONSTRUCTION: The Developer / Promoter commenced construction of the Said Complex on the Said Premises and announced sale of flats comprised in the Said Complex.

4. OTHER PERMISSIONS AND REGISTRATION UNDER RERA: The Developer / Promoter has got the building Plans sanctioned by the Asansol Municipal Corporation and also obtained other necessary permissions and sanctions from the other competent

authority(ies) and has also registered the Project under the real estate(Regulation & Development Act.2016) under Registration No.

5. APPROACH BY BUYER(S): The Buyer(s) directly/through a marketing agency, approached the Developer / Promoter for purchase of the said flat.

6. SALE AGREEMENT: By an agreement dated (Sale Agreement), Orchid Realty the Owner Cum Developer / Promoter has agreed to sell and convey to the Buyer(s) the Said Flat described in sixth Schedule below.

7. COMPLETION OF CONSTRUCTION OF THE SAID BUILDING: The Developer / Promoter has since completed construction of the Said Building.

8. CONVEYANCE TO THE BUYER(S): In pursuance of the Sale Agreement dated between the Orchid Realty the owner cum Developer / Promoter herein and Buyer(s) herein, the owner cum Developer/ Promoter is completing the sell/transaction of the Said Flat in favour of the Buyer(s), by these presents.

C] TRANSFER

1. HEREBY MADE: The owner cum Developer / Promoter hereby sells, conveys and transfers to and unto the Buyer(s) absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Flat Sixth Schedule below, being :

2. SAID FLAT: Residential Flat No.....on the Floor, having super built-up area of approximately square feet, described in Part-I of the Sixth Schedule below (Said Flat), in the complex named 'Orchid Tower(Said Complex) and more fully described the First Schedule below

3. LAND SHARE: Undivided, proportionate, impartible and variable share in the land contained in the Said Premises (Land Share), attributable and appurtenant to the Said Flat.

4. PARKING SPACE: The said parking space/s described in Part-II of the Sixth Schedule below (Parking Space), if any.

5. SHARE IN COMMON PORTIONS: Undivided, proportionate, impartible and variable share and/or interest in the common areas, amenities and facilities of the Said Building and the Said Complex (Share In Common Portions), the said common areas, amenities and facilities being described in the Second Schedule below (collectively Common Portions).

6. EASEMENT RIGHTS: Right of perpetual easement on the roads and pathways situate inside the **Orchid Tower project**.

D] CONSIDERATION

TOTAL CONSIDERATION: The aforesaid transfer of the Said Flat And Appurtenances is being made in consideration of a sum of Rs./-(Rupees only) (Total Consideration), paid by the Buyer(s) to the owner cum Developer / Promoter, (seller/vendor) receipt of which the owner cum Developer / Promoter(seller/vendor) hereby, admits and acknowledges.

E] TERMS OF TRANSFER

1. CONDITIONS PRECEDENT

i) TITLE, PLAN AND CONSTRUCTION: The Buyer(s) have examined or caused to be examined the following and the Buyer(s) are fully satisfied about the same and shall not be entitled to and covenants not to raise any requisition, query, clarification or objection regarding the same and also further waives the right, if any, to do so:

(a) The right title and interest of the Developer / Promoter in respect of the Said Premises, the Said Complex, the Said Building and the Said Flat;

(b) The Plans sanctioned by the Corporation and other permissions if any granted by the other competent authorities;

(c) The construction and completion of the Said Building, the Common Portions and the Said Flat including the quality, specifications, materials, workmanship and structural stability thereof.

(d) The Buyer(s) also assure to comply with covenants of his/its part as stipulated herein and also observe generous rules and regulations as applicable in multi-storied buildings and shall maintain the said Flat in habitable condition without causing any in changes structural or otherwise in the said Flat.

ii) MEASUREMENT: The Buyer(s) have measured the area of the Said Flat and are satisfied regarding the same and agree and covenant not to ask for any details or question the computation of area or make any claims in respect thereof.

3. SALIENT TERMS: The transfer of the Said Flat being affected by this Conveyance is:

i) SALE: a sale within the meaning of the Transfer of Property Act, 1882.

ii) ABSOLUTE: absolute, irreversible and forever.

iii) FREE FROM ENCUMBRANCES: free from all encumbrances of any and every nature whatsoever including but not limited to lispendens, attachments, liens, charges mortgages, trusts, debutters, reversionary rights, residuary rights, claims and statutory prohibitions.

iv) OTHER RIGHTS: Together with all other rights appurtenant to the Said Flat.

3. SUBJECT TO: The transfer of the Said Flat being effected by this Conveyance is subject to:

i) PAYMENT OF EXTRAS: the Buyer(s) regularly and punctually shall pay the Extras i.e. proportionate costs, expenses, deposits and charges for electricity, generator, betterment fees, formation of a body which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1975 and/or under the Co-operative Societies Act, 1983 (Society / Association) taxes and entire costs, expenses, deposits and charges for legal fees, stamp duty and registration costs, additional works, maintenance deposit.

ii) PAYMENT OF COMMON EXPENSES: the Buyer(s) regularly and punctually shall pay proportionate share of all costs and expenses for maintenance and upkeep of the Common Portions (collectively Common Expenses/Maintenance Charges), indicative list of which is given in the Third Schedule below.

iii) EASEMENTS AND QUASI-EASEMENTS: observance, performance and acceptance of the easements, quasi-easements and other stipulations (collectively Easements And Quasi- easements), described in the Fourth Schedule below.

iv) OBSERVANCE OF COVENANTS: the Buyer(s) observing, performing and accepting the stipulations, regulations and covenants (collectively Covenants), described in the Fifth Schedule below.

v) INDEMNIFICATION BY BUYER(S): Indemnification by the Buyer(s) about the Buyer(s) faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Buyer(s) hereunder. The Buyer(s) agreed to

keep indemnified the Developer / Promoter and/or its successors-in-interest, of from and against any losses, damages, costs, charges and expenses which may be suffered by the Developer / Promoter and/or its successors-in-interest by reason of any default of the Buyer(s).

F] POSSESSION

Delivery of Possession: Khas, vacant and peaceful possession of the Said Flat has been handed over by the Developer / Promoter to the Buyer(s), which the Buyer(s) admits, acknowledges and accepts.

G] OUTGOING

Payment of Outgoings: All Municipal taxes, surcharge, outgoings and levies of or on the Said Flat And Appurtenances, relating to the period from the date of possession or actual handover of the flat before or after executing Registered deed of conveyance before proper forum or Completion Certificate, from the appropriate authority which ever may be earlier, in respect of the Said Flat, whether as yet demanded or not, shall be borne, shall be borne, paid and discharged by the Buyer(s).

H] HOLDING POSSESSION

BUYER(S) ENTITLED: The Developer / Promoter hereby covenants that the Buyer(s) shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Buyer(s), without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Developer / Promoter or any person lawfully or equitably claiming any right or estate therein from under or in trust from the Developer / Promoter.

I] FURTHER ACTS

DEVELOPER / PROMOTER TO DO: The Developer / Promoter hereby covenants that the Developer / Promoter or any person claiming under it, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Buyer(s) and/or successors-in-interest of the Buyer(s), do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Buyer(s) to the Said Flat And Appurtenances. And the Developer / Promoter shall comply with its obligations as provided in the West Bengal Housing Industry Regulation Act, 2017 subject to the Buyer(s) comply with his/its/their obligations and covenants as stipulated herein and in the said Sale Agreement.

J] FURTHER CONSTRUCTION

ON THE ROOF: The Developer / Promoter shall be entitled to construct further storey's on the roof above the top floor of the Said Building and the Buyer(s) covenant that the Buyer(s) shall not obstruct or object to the same, notwithstanding that in the event of such further storey's being constructed, the Land Share of the Said Flat shall stand altered and/or modified. The Developer / Promoter and/or its employees and/or agents and/or contractors shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes (without causing unreasonable inconvenience to the Buyer(s) and/or the other occupants of the Said Building) as may be necessary for making such further stories and the Buyer(s) covenant that the Buyer(s) shall not be entitled to raise any objection in any manner whatsoever with regard thereto.

K] GENERAL

CONCLUSION OF CONTRACT: The Parties have concluded the contract of sale in respect of the Said Flat And Appurtenances by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.

L] INTERPRETATION

1. NUMBER: Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.

2. HEADINGS: The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.

3. DEFINITIONS: Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

4. DOCUMENTS: A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

First Schedule

PART-I

(TOTAL PROPERTY)

ALL THAT land measuring more or less 52(Fifty-two) decimal under **R.S. Plot No.68**(Sixty-eight) Corresponding to **L.R. Plot No. 94**(Ninety-four), under L.R. Khatian No. 29346(Twenty-nine thousand three hundred forty-six), within Mouza **Raniganj Municipality**, J.L. No. 24, A.D.S.R. Office Raniganj, under Raniganj Municipality, Sub-Division Asansol Sadar, within Dist. Paschim Bardhaman, P.S. Raniganj, butted and bounded by

On the North : Vacant Land

On the East : Durga Apartment

On the West : N. S. B. Road

On the South : Vacant Land of Mr. Manoj Agarwal

PART-II

(SAID SCHEDULED PROPERTY)

ALL THAT the piece and parcel of land measuring**Sq.mt.** (be the same little more or less) land measuring more or less under R.S. Dag No.68 Corresponding to L.R. Dag No.

94, under L.R. Khatian No. 29346 within Mouza Raniganj Municipality, J.L. No.24, Sub-Division Asansol Sadar, Dist. Paschim Bardhaman, P.S. Raniganj.

PART-III

BALANCE PROPERTY

ALL THAT Land measuring more or less **Sq. mt.** under R.S. Dag No.68 Corresponding to L.R. Dag No. 94, within Mouza Raniganj Municipality, J.L. No.24, Sub-Division Asansol Sadar, Dist. Paschim Bardhaman, P.S. Raniganj together with all easement rights and all other rights, appurtenances and inheritances for access and user of the Said Premises.

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Second Schedule (Common Portions)

COMMON PORTIONS

(Applies to present phase and all other phases in future)

- a) Lobbies, passages, staircases, landings, corridors of the said Building.
- b) Driveways and internal paths and passages in the said Property.
- c) Lift, Lift pits, chute and lift machine rooms other equipments.
- d) Common drains, sewers, pipes and plumbing equipments.
- e) Water supply from well / Asansol Municipal Corporation (as per availability)
- f) Common underground water reservoir.
- g) Overhead water tank in the said Building.
- h) Wires, switches, plugs and accessories for lighting of common areas.
- i) Water Pump and motor
- j) Septic Tank
- k) Common toilets (if any)
- l) Space for Darwans(if any).

- m) Common electrical wiring, meters, fittings and fixtures for lighting of common areas.
- n) Boundary walls and Main Gate
- o) Electricity meter space
- p) Generator space.
- q) Fire fighting equipments in the Buildings (if any)

Note :- 1. Any other areas and installations and/or equipments, if any, as are provided in the Said Complex and/or the Said Premises for common-use and enjoyment of the owners and occupants of the residential portion.

2. “All others phase in future” shall mean any other phase within Orchid Tower complex within the land fully mentioned in Part-1 of the First Schedule.

Third Schedule (Common Expenses/Maintenance Charges)

1. Common Utilities: All charges and deposits for supply, operation and maintenance of common utilities.
2. Electricity: All charges for the electricity consumed for the operation of the common machinery and equipment.
3. Fire Fighting: Costs of operating and maintaining the fire-fighting equipments and personnel, if any.
4. Association: Establishment and all other capital and operational expenses of the Association.
5. Litigation: All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.

6. Maintenance: All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions, including the exterior or interior (but not inside any Flat) walls of the Said Building and the Said Complex.

7. Operational: All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lifts, D.G. Set, changeover switches, 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 Portions.

8. Rates and Taxes: Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Building and the Said Complex save those separately assessed on the Buyer(s).

9. 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.

10. Unsold Flats: Flats remaining unsold will not be liable for payment of maintenance charges until such time such flats are sold.

Fourth Schedule (Easements and Quasi-easements)

The Buyer(s) and the other co-owners shall allow each other, the Developer / Promoter and the Association, the following rights, easements, quasi-easements, privileges and/or appurtenances and in turn, the Buyer(s) shall also be entitled to the same:

1) Right of Common Passage on Common Portions: The right of common passage, user and movement in all Common Portions;

2) Right of Passage of Utilities: The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Said Premises and the Said Building including the other flats and the Common Portions;

3) Right of Support, Shelter and Protection: Right of support, shelter and protection of each portion of the Said Building by other and/or others thereof;

4) Right over Common Portions: The absolute, unfettered and unencumbered right over the Common Portions subject to the terms and conditions herein contained;

5) Appurtenances of the Said Flat: Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the Said Flat and/or Parking if any and Appurtenances;

6) Right to Enter: The right, with or without workmen and necessary materials, to enter upon the Said Building, including the Said Flat And Appurtenances or any other flat for the purpose of repairing any of the Common Portions or any appurtenances to any flat and/or anything comprised in any flat, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 (forty eight) hours prior notice in writing to the persons affected thereby;

7) Access to Roof: Right of access to the roof and/or terrace above the top floor of the Said Building;

Fifth Schedule (Covenants)

Note: For the purpose of this Schedule, the expression Developer / Promoter shall include the Association, wherever the context permits or requires. The covenants given in this Schedule shall be in addition to the covenants, confirmations, assurances and undertakings given by the Buyer(s) elsewhere in this Conveyance, which shall also be and be deemed to be included in the Buyer' Covenants.

1. Buyer(s) Aware of and Satisfied with Said Complex and Construction: The Buyer(s) admit and accept that the Buyer(s), upon full satisfaction and with complete knowledge of the Common Portions, specifications and all other ancillary matters, is purchasing the Said Flat. The Buyer(s) have examined and are acquainted with the Said Complex to the extent already constructed and to be further constructed and has agreed that the Buyer(s) shall neither have nor shall claim any right over any portion of the Said Building and the Said Complex and the Said Premises save and except the Said Flat.

2 Buyer(s) to pay Taxes and Common Expenses/Maintenance Charges: The Buyer(s) admits and accepts that the Buyer(s) shall pay Municipal and other taxes (proportionately for the Said Building and the Said Complex and wholly for the Said Flat And Appurtenances, from the Date of possession or actual handover of the flat before or after executing Registered deed of conveyance before proper forum or completion certificate, which ever may be earlier, and until the Said Flat is separately mutated and assessed in favour of the Buyer(s), on the basis of the bills to be raised by the Developer / Promoter / Association, such bills being conclusive proof of the liability of the Buyer(s) in respect thereof. The Buyer(s) also admits and accepts that the Buyer(s) shall have mutation completed at the earliest. The Buyer(s) further admits and accepts that the Buyer(s) shall pay proportionate share of the Common Expenses/Maintenance Charges of the Said Building and the Said Complex as indicated above, on the basis of the bills as raised by the Developer / Promoter/Association, as the case may be, without claiming any deduction or abatement in any manner or on any account, from the Date of Possession. The Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Developer / Promoter / Association. In the event of the Developer / Promoter being made liable for payment of any tax (excepting Income Tax), duty, levy or any other liability under any statute or law for the time being in force or enforced in future and if the Developer / Promoter is advised by its consultant that the Developer / Promoter is liable or shall be liable for payment of any such tax, duty, levy or other liability on account of the Developer /Promoter having agreed to perform the obligations, the Buyer(s) shall be made liable to pay all such tax, duty, levy or other liability and hereby agree to indemnify and

keep the Developer / Promoter saved, harmless and indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

3 Buyer(s) to Pay Interest for Delay and/or Default: The Buyer(s) admit and accept that the Buyer(s) shall pay, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, all bills raised by the Developer / Promoter / Association, within 7 (seven) days of presentation thereof, failing which the Buyer(s) shall pay interest @ 18% (eighteen percent) per annum, compoundable monthly, to the Developer / Promoter / Association, such interest running till such payment is made. The Buyer(s) also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, the Developer / Promoter / Association shall be entitled to discontinue all the common facilities, amenities and services to the Buyer(s).

4 Developer / Promoter's Charge/Lien: The Buyer(s) admit and accepts that the Developer / Promoter shall have the first charge and/or lien over the Said Flat for all amounts remaining outstanding from the Buyer(s).

5 No Obstruction by Buyer(s) to Further Construction: The Buyer(s) admit and accept that the Developer / Promoter is entitled to construct further stories on and above the roof of the top floor of the Said Building and the Said Complex and/or to make other constructions elsewhere in the Said Premises and the Buyer(s) shall not obstruct or object to the same. The Buyer(s) also admit and accept that the Developer / Promoter and/or employees and/or agents and/or contractors of the Developer / Promoter shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes as may become necessary for making such further construction and the Buyer(s) shall not raise any objection in any manner whatsoever with regard thereto.

6 No Rights of or Obstruction by Buyer(s): The Buyer(s) admit and accept that all open areas in the Said Building and the Said Complex including all open car parking spaces which are not required for ingress to and egress from the Said Flat, do not form part of the Common Portions in terms of the Agreement and the Developer / Promoter shall have absolute right to sell, transfer and/or otherwise dispose off the same or any part thereof.

7. Variable Nature of Land Share and Share In Common Portions: The Buyer(s) covenants that:

(1) the Buyer(s) fully understand, appreciate and accept that the Land Share and the Share in Common Portions has been arrived at on a very rough estimation of the proportion that the Said Flat bears to the currently proposed area of the Said Building and the Said Complex and if the area of the Said Building and the Said Complex is increased / recomputed by the Developer / Promoter (which the Developer / Promoter shall have full right to do and

which right is hereby unconditionally accepted by the Buyer(s)), then the Land Share and the Share In Common Portions shall vary accordingly and proportionately,

(2) the Buyer(s) shall not question any variation (including diminution) of the Land Share and the Share In Common Portions as decided by the Developer / Promoter,

(3) the Buyer(s) shall not demand any refund of the Total Consideration paid by the Buyer(s) on ground of or by reason of any variation of the Land Share and the Share in Common Portions.

(4) the Buyer(s) fully understand, appreciate and accept that the Land Share and the Share in Common Portions is not divisible and partible. The Buyer(s) shall accept (without demur) the proportionate share with regard to various matters, as be determined at the absolute discretion of the Developer / Promoter.

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8 Buyer(s) to Participate in Formation of Association: The Buyer(s) admit and accept that the Buyer(s) and other co-owners shall form the Association and the Buyer(s) shall become a member thereof. The Buyer(s) shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for, acquire and hold

membership with voting rights and in this regard the Buyer(s) shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. The Buyer(s) also admit and accept that until formation of the Association, the Developer / Promoter shall look after the maintenance of the Said Building and the Said Complex and/or the Said Premises. Upon formation of the Association, all rights and obligations with regard to maintenance and the residue then remaining of the deposits, if any, made by the Buyer(s), after adjustment of all amounts then remaining due and payable, shall be transferred to the Association. The deposits shall thereafter be held by the Association in the account of the Buyer(s), for the respective purposes thereof. However, it is clarified here that the Developer / Promoter shall have the sole discretion as to when the Association is to be formed and maintenance of the Said Building, Said Complex and/or the Said Premises to be handed over.

9. Obligations of the Buyer(s): With effect from the Date of Possession, the Buyer(s) shall:

9.1 Co-operate in Management and Maintenance: co-operate in the management and maintenance of the Said Building, Said Complex and/or the Said Premises by the Developer / Promoter/Association.

9.2 Observing Rules: observe the rules framed from time to time by the Developer / Promoter / Association for the beneficial common enjoyment of the Said Building, Said Complex and/or the Said Premises.

9.3 Paying Electricity Charges: pay for electricity and other utilities consumed in or relating to the Said Flat and the Common Portions.

9.4 Meter and Cabling: be liable to draw the electric lines/wires from the meter room to the Said Flat only through the duct and pipes provided therefor, ensuring that no inconvenience is caused to the Developer / Promoter or to the other co-owners. The main

electric meter shall be installed only at the common meter space in the ground floor of the Said Building. The Buyer(s) shall, similarly, use the ducts and pipes provided for TV and telephone cables and shall under no circumstances be entitled to string wires and cables through any other part or portion of the Said Building, Said Complex and/or the Said Premises.

9.5 Residential Use: use the Said Flat for residential purpose only. Under no circumstances the Buyer(s) shall use the Said Flat for commercial, industrial or any other purpose.

9.6 No Alteration: not alter, modify or in any manner change the elevation and exterior colour scheme of the Said Building, Said Complex and/or the Said Building and not make any additions or alterations and/or changes in the design and/or the colour scheme of the windows, grills and the main door of the Said Flat, without the permission in writing of Developer / Promoter or the Association. In the event the Buyer(s) makes the said alterations/changes, the Buyer(s) shall compensate the Developer / Promoter/Association as estimated by the Developer / Promoter/Association.

9.7 No Structural Alteration: not alter, modify or in any manner change the structure or any civil construction in the Said Flat or the Said Building which may affect or endanger the structural stability of the Said Building and not subdivide the Said Flat in any manner whatsoever.

9.8 No Sub-Division of flat/parking space/servant quarters: Not to sub-divide the flat/parking space/servants quarter under any circumstances.

9.9 No Changing Name: not change/alter/modify the name of the Said Building, Said Complex, which has been given by the Developer / Promoter.

9.10 No Nuisance and Disturbance: not use the Said Flat or the Parking Space, if any or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building, Said Complex and/or the Said Premises and/or the neighboring properties and not make or permit to be made any disturbance

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or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.

9.11 No Storage: not allow storage of any goods, articles or things in the Common Portions and/or any part or portion of the Said Building, Said Complex and/or the Said Premises.

9.12 No Obstruction to Developer / Promoter/Association: not obstruct the Developer / Promoter/Association in their acts relating to the Common Portions and not to obstruct the Developer / Promoter in constructing other portions of the Said Building, Said Complex and/or the Said Premises and selling or granting rights to any person on any part of the Said Building, Said Complex and/or the Said Premises (excepting the Said Flat and the Parking Space, if any).

9.13 No Obstruction of Common Portions: not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Parking Space, if any.

9.14 No Violating Rules: not violate any of the rules and/or regulations laid down by the Developer / Promoter and/or the Association for the use of the Common Portions.

9.15 No Throwing Refuse: not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated there for.

9.16 No Blocking Common Portions: not place or cause to be placed any article or object in the Common Portions.

9.17 No Injurious Activities: not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Parking Space (if any) or the Common Portions.

9.18 No Signage: not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Building, Said Complex or outside walls of the Said Flat save at the place or places provided therefor provided that this shall not prevent the Buyer(s) from displaying a decent name plate outside the main door of the Said Flat.

9.19 No Storing Hazardous Articles: not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat and Parking Space (if any).

9.20 No Drawing Wire/Cable: not affix or draw any wire, cable or pipe from, to or through any Common Portions or from outside walls of the Said Building, Said Complex save in the manner indicated by the Developer / Promoter/Association.

9.21 No Floor Damage: not keep any heavy articles or things, which are likely to damage the floors or operate any machine save usual home appliances.

9.22 No Installing Generator: not install or keep or run any generator so as to cause nuisance to the occupants of the other portions of the Said Building, Said Complex and/or the Said Premises.

9.23 No Use of Machinery: not install or operate any machinery or equipment except household appliances.

10. No Objection to Construction of Said Complex: Notwithstanding anything contained herein, the Buyer(s) covenants that the Buyer(s) have accepted the scheme of the Developer /Promoter to construct the Said Complex in phases and hence the Buyer(s) have no objection to the continuance of the construction of the other portions of the Said Complex even after delivery of possession of the Said Flat And Appurtenances. The Buyer(s) shall not raise any objection to any inconvenience that may be suffered by the Buyer(s) due to and arising out of the construction activity in the Said Building, Said Complex/Said Premises after delivery of possession of the Said Flat And Appurtenances.

11. No Dispute for Not Construction of Other Areas: The Buyer(s) further covenants that the Buyer(s) shall not have any right to raise any dispute or make any claim with regard to the Developer / Promoter either constructing or not constructing any portions of the Said Complex other than the Said Flat And Appurtenances. The Buyer(s) have interest only in and upon the

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Said Flat and the Common Portions as are comprised in the Said Building and the Said Complex. However, and only upon the Developer / Promoter constructing the balance portions of the Said Building and the Said Complex, the Buyer(s) shall acquire interest in such of the Common Portions as may be comprised in the balance portions of the Said Building and the Said Complex which may be constructed by the Developer / Promoter for common use and enjoyment of all the flat owners of the Said Building and the Said Complex.

SIXTH Schedule (Part-I) (Said Flat)

PART-I “SAID FLAT”

ALL THAT the Residential Flat No..... typeBHK, measuring(..... Sq.Ft.) Super-Built-Up Area equivalent to Carpet Area (CA)Sq. Ft. with EBVT Sq. Ft. totaling Net Area (CA+EBVT) ofSq. Ft., on the Floor of Block of the Building named

ORCHID TOWER with Tiles Flooring, without roof right with proportionate share of land at the said Property as shown by Border **RED** in the MAP or PLAN annexed as **Annexure "A"** (PLAN -A)herewith which do form a part of this Deed.

PART-II

"SAID PARKING SPACE"

ALL THAT the right to park Car / Motorcycle in:

..... Covered wheeler (.....)parking space being no..... measuring(.....)Sq. Ft. in the floor with Cement Flooring; as shown by border RED in the MAP or Plan annexed as ANNEXTURE-B (PLAN-B) herewith do form a part of this Deed.

The proportionate annual ground rent is payable to the Govt. of West Bengal through the B L.& L.R.O. Raniganj, Dist Paschim Bardhaman.

The Finger print (Ten fingers) of the seller/vendor (owner cum developer/promoter) and the Buyer's are taken in separate sheet and attached herewith.

IN WITNESS WHEREOF the Sellers/Vendor (owner cum Developer/Promoter) and the Buyer's as hereinabove mentioned, put their respective hands unto this Indenture on the day, month and year first above written in presence of the following witnesses:-

WITNESSES:-

1.

2

Drafted by me.

Type in my Office

ADVOCATE

PAYMENT STATEMENT AND MEMO OF CONSIDERATION

Payment Statement:-

Total Amount against Sale Value of Flat & Parking as per the schedule mentioned above	Rs.	
GST @ 12%	Rs.	
Maintanance Security (Refundable to Society A/c after formation of Society)		Rs.
TOTAL	Rs.	
Less Discount by Promoter	Rs.	
Total Amount Received as per memo below _____		Rs.- _____

Memo of Consideration:-

<u>Date</u>	<u>Particulars of Payment</u>	<u>Amount</u>
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TOTAL Rs.20,77,640/-

IN TOTAL Rs.....-(RUPEES.....)ONLY