

DEED OF TRANSFER FOR RESIDENTIAL FLAT

1. **Date:**
2. **Nature of document:** Deed of Transfer
3. **Parties:**
- 3.1 **Assignors/Sub-Lessors:**

(1) **SUDARSHAN KUMAR MAHESWARI**, son of Late Hiralal Maheswari, by religion Hindu, by occupation businessman, citizen of India, residing at 45, Garcha Road, Police Station Gariahat, Post Office Ballygunge, Kolkata 700 019 and having Income Tax Permanent Account Number AERPM1077N and Aadhar Card Number 2655 7266 3422 and hereinafter referred to as “**the First Assignor/Sub-Lessor**”, (2) **LUMIERE REALTECH PRIVATE LIMITED**, (CIN No. U51909WB2014PTC199454) a Company within the meaning of the Companies Act, 2013 having its registered office at 41/A, A.J.C. Bose Road, Police Station Park Street, Post Office Park Circus, Kolkata 700 017 and Income Tax Permanent Account Number AACCL6193N and hereinafter referred to as “**the Second Assignor/Sub-Lessor**” and (3) **LITTLE STAR TIE-UP PRIVATE LIMITED**, (CIN No. U51909WB2011PTC170969) a Company within the meaning of the Companies Act, 2013 having its registered office at 41/A, A.J.C. Bose Road, Police Station Park Street, Post Office Park Circus, Kolkata 700 017 and Income Tax Permanent Account Number AACCL1596R, and hereinafter referred to as “**the Third Assignor/ Sub-Lessor**”.

The First Assignor/Sub-Lessor, the Second Assignor/Sub-Lessor and the Third Assignor/Sub-Lessor are represented through their Constituted Attorney Orbit Tirupati Towers Private Limited (previously known as Tirupati Tower Private Limited) of 1, Garstin Place, Post Office General Post Office Kolkata, Police Station Hare Street, Kolkata 700 001 and having Income Tax Permanent Account Number AABCT0495N represented by its Director Vijay Narayan Rathi, son of Late Satya Narayan Rathi, of 1, Garstin Place, Post Office General Post Office, Police Station Hare Street, Kolkata – 700 001, by religion Hindu, by occupation Businessman, citizen of India, having Income Tax Permanent Account Number ADKPR4359L, Aadhaar Number 802144673611 vide Power of Attorney dated 21st June, 2021 and registered at the office of Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2021, Pages 372407 to 372445, Being No. 190408718 for the year 2021 and are hereinafter collectively referred to as “**the Assignors/Sub-Lessors**” of the **First Part**;

- 3.2 **Promoter:**

ORBIT TIRUPATI TOWERS PRIVATE LIMITED (previously known as Tirupati Tower Private Limited), (CIN No. 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 Director Vijay Narayan Rathi, son of Late Satya

Narayan Rathi, of 1, Garstin Place, Post Office General Post Office, Police Station Hare Street, Kolkata – 700 001, by religion Hindu, by occupation Businessman, citizen of India, having Income Tax Permanent Account Number ADKPR4359L, Aadhaar Number 8021 4467 3611 and hereinafter referred to as “**the Promoter**” of the **Second Part**;

3.3 **Assignee:** _____

 _____ of the **Third Part**.

3.4 The term “Assignors/Sub-Lessors” shall unless excluded by or repugnant to the subject or context be deemed to mean and include, in case of the above named individual his heirs, executors, administrators, successors, legal representatives and assigns and in case of the above named companies their respective successors-in-interest and assigns and the term “Promoter” shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and assigns.

3.5 The term “**Transferors**” shall mean jointly the Assignors/Sub-Lessors and the Promoter and where the context so permits it shall refer to only such of them as is concerned with the relevant matter/issue.

3.6 The term “**Assignee**” 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.
- (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 herein below, 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 **“Agreed Premium/Total Price”** shall mean the consideration mentioned in **Schedule F** paid by the Assignee for obtaining sub-lease/assignment of the said Apartment Unit (excluding Goods and Services Tax which has been paid / is payable additionally by the Assignee, as applicable from time to time);
- 4.3 **“Agreement”** shall mean the Agreement for Transfer dated _____ and registered at the office of the _____ in Book No. __, Volume No. ____, Pages _____ to _____, Being No. _____ for the year____ made between the Transferors and the Assignee herein;
- 4.4 **“Apartment”** shall mean any residential apartment (including the Open Terrace, if any, appurtenant thereto) and/or any other covered space in the Buildings which is capable of being exclusively occupied, used and/or enjoyed;
- 4.5 **“Apartment Unit”** shall mean any residential Apartment (including the Open Terrace, if any, appurtenant thereto) and/or other covered space in the Buildings which is capable of being exclusively occupied, used and enjoyed by any Unit Assignee, the right, if any, to park a car in a Car Parking Space, the undivided, impartible, variable, proportionate share or interest in the Common Areas mentioned in **Schedule C** hereto with the right to use and enjoy the same in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Apartment;
- 4.6 **“Architects”** shall mean Raj Agarwal & Associates of 8B, Royd Street, 1st Floor, Kolkata, 700 016 or such other Architect(s) whom the Promoter may from time to time appoint as the Architect(s) for the Buildings;
- 4.7 **“Association”** shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the Transferors and the representatives of the Unit Assignees and be formed or incorporated at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter;(Shall we need to mention that Association shall be formed under the Apartment Ownership Act for which Transferee is unconditionally according the consent, power in favour of the Promoter)
- 4.8 **“Buildings”** shall mean the buildings and/or structures that have been constructed on the Premises by the Promoter as per the Plans and the other constructions and structures that may be constructed on the Premises from time to time;
- 4.9 **“Built-Up Area”** in relation to an Apartment/Commercial Space shall mean the plinth area of that Apartment (including the area of bathrooms, if any, balconies, if any, and Open Terrace, if any, appurtenant thereto) and also the thickness of the walls (external or internal), the columns and pillars therein, provided that, if any wall, column or pillar be common between two Apartments then 1/2 (one-half) of the area under such wall, column or pillar shall be included in each of the Apartments;
- 4.10 **“Car Parking Spaces”** shall mean the spaces on the ground floor of the Buildings as also in the open space surrounding or adjacent to the Buildings that may be

earmarked by the Promoter for parking of medium sized cars;(Will RERA Authority allow the open Car Parking Space)

- 4.11 **“Carpet Area”** shall have the meaning as ascribed to it under the Act;
- 4.12 **“Club Rules”** shall mean the rules to be framed/made by the Promoter relating to the Sky 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.
- 4.13 **“Common Areas”** shall mean the common areas, facilities and installations in the Buildings and the Premises as may be decided or provided by the Promoter for common use and enjoyment of the Unit Assignees and which are indicated in **Schedule C** hereto which shall be used and enjoyed in common by all the Unit Assignees;
- 4.14 **“Common Expenses”** shall mean all costs and expenses mentioned in **Part IV of Schedule E** for the management, maintenance and upkeep of the Buildings, the Common Areas and the expenses for Common Purposes;
- 4.15 **“Common Purposes”** shall include the purpose of managing and maintaining the Premises, the Buildings and in particular the Common Areas, rendition of services in common to the Unit Assignees, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Assignees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common;
- 4.16 **“Common Roof Area”** shall mean only the specified and demarcated portion / area of the ultimate roofs of the Buildings, 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;
- 4.17 **“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;
- 4.18 **“Corpus Fund”** shall mean the Fund comprising of the amounts paid / deposited and/or contributed by each Unit Assignee, including the Assignee 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;
- 4.19 **“Date of Possession”** shall mean the date on which the Assignee was handed over possession of the said Apartment;
- 4.20 **“Development Agreement”** shall mean and include the Development Agreement dated 21st June, 2021 registered at the office of the Additional Registrar of Assurances IV, Kolkata in Book No. I, Volume No. 1904-2021, Pages 277509 to 277565, Being No. 190405881 for the year 2021 executed by and between the

Assignors/Sub-Lessors and the Promoter relating to development of the Premises and shall also include all modifications, alterations and changes, if any, made and/or that may be made therein from time to time as also all documents executed pursuant thereto, including Powers of Attorney;

- 4.21 **“Head Leases”** shall mean the Deed of Lease dated 11th October, 2002, the Consent Letter dated 14th January, 2014, the Declaration dated 14th January, 2014, the Deed of Lease dated 15th January 2014 and the Deed of Lease dated 15th January 2014; all mentioned in **Schedule-A** hereto;
- 4.22 **“Maintenance Agency”** shall mean the Promoter itself or any entity appointed by the Promoter for the Common Purposes or upon its formation, the Association;
- 4.23 **“Maintenance Charges”** shall mean the proportionate amount of Common Expenses payable monthly by the Assignee to the Maintenance Agency;
- 4.24 **“Open Terrace”** shall mean the open terrace areas on certain floors of the Buildings each of which shall be attached and/or appurtenant only to a specified Apartment and having access from such Apartment only and meant to be occupied, used and enjoyed exclusively by the Assignee / occupant of such Apartment;
- 4.25 **“Plan/Plans”** shall mean the plans of the Buildings which have been sanctioned and approved by the Kolkata Municipal Corporation vide Building Permit No. 2020010055 dated 21st January, 2021 subsequently revised/modified under Rule 26 of the Kolkata Municipal Corporation Building Rules, 2009 and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architect(s) and shall also include the variations, modifications, alterations and changes therein that may be made by the Transferors, if any, as well as all revisions, renewals and extensions thereof, if any;
- 4.26 **“Premises”** shall mean the piece or parcel of land measuring about 5 bighas 2 cottahs 15 chittacks and 38 square feet more or less having brick built messuages buildings tenements hereditaments and other structures erected thereon situate, lying at and being Premises No. 58/3, Barrackpore Trunk Road, Kolkata 700 002, Police Station Sinthi (previously Cossipore), under Ward No. 2 of the Kolkata Municipal Corporation and morefully described in **Schedule B** hereto and the same shall wherever the context permits also include the Buildings and the Common Areas;
- 4.27 **“Project”** shall mean the work of development of the Premises by the Promoter, construction and completion of the Buildings (including additional/further constructions), marketing and transfer of the Units and other rights, handing over of possession of the completed Units to the Unit Assignees by the Promoter and execution and registration of the Deeds of Assignment in favour of the Unit Assignees;
- 4.28 **“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;

- 4.29 “**Regulations**” means the Regulations that may be made under The Real Estate (Regulation and Development) Act, 2016 applicable to West Bengal;
- 4.30 “**Rules**” means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- 4.31 “**Said Apartment**” shall mean the Apartment described in **Part I** of **Schedule G** hereto;
- 4.32 “**Said Apartment Unit**” shall mean the said Apartment, the said Car Parking Space(can we include it?) (if any), the proportionate variable, undivided, indivisible and impartible share or interest in the Common Areas mentioned in **Schedule C** hereto with right to use and enjoy the same in common and wherever the context so intends or permits, shall include the said Undivided Share;
- 4.33 “**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;(Can we mention it?)
- 4.34 “**Said Land**” shall mean the land measuring about 5 bighas 2 cottahs 15 chittacks and 38 square feet more or less comprised in the Premises and morefully described in **Schedule B**;
- 4.35 “**Said Open Terrace**” shall mean the Open Terrace, if any, mentioned in **Part-I** of **Schedule-G** hereto;
- 4.36 “**Said Undivided Share**” shall mean the proportionate variable, undivided, indivisible and impartible share or interest in the said Land comprised in the Premises which is attributable to the said Apartment;
- 4.37 “**Section**” means a section of the Act;
- 4.38 “**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 37 (thirty seven) per cent of the built up area of the said Apartment;
- 4.39 “**Transfer**” with all its grammatical variations shall mean and include transfer by way of sub-lease and/or transfer by way of assignment, as mutually decided by the Transferors;
- 4.40 “**Undivided Share**” in relation to an Apartment shall mean the proportionate variable, undivided, indivisible and impartible share in the said Land comprised in the Premises which is attributable to the Apartment concerned;
- 4.41 “**Unit Assignees**” shall, according to its context, mean all Assignees and/or intending Assignees of different Apartments in the Buildings including the Assignors/Sub-Lessors and the Promoter in respect of such Apartments as may be retained and/or not alienated and/or not agreed to be alienated for the time being by the Assignors/Sub-Lessors and the Promoter;

4.42 “**Masculine Gender**” including the pronouns referring thereto shall include the **feminine** and **neuter** gender and vice versa.

4.43 “**Singular Number**” shall include the **plural number** and vice versa.

5. **Subject Matter of Assignment/Sub-Lease:**

Assignment/Sub-Lease of leasehold rights in respect of the said Apartment Unit (described in **Schedule-G**) at Premises No. 58/3, Barrackpore Trunk Road, Kolkata 700 002, Police Station Sinthi (previously Cossipore), under Ward No. 2 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** as also the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in the Head Leases for the residue unexpired period or term of the Head Leases, that is, for the period upto 10th October, 2122 together with benefit of any renewal or extension thereof.

6. **Background:**

6.1 The Assignors/Sub-Lessors are together the lawful lessees in respect of the said Land described in **Schedule B** hereto and are fully seized and possessed of and otherwise fully and sufficiently entitled to the said Land for the period upto 10th October, 2122 together with the first right for extension and/or renewal and/or grant of a fresh lease. The devolution of leasehold interest in favour of the Assignors/Sub-Lessors in respect of the said Land is as mentioned in **Schedule A** hereto.

6.2 The Assignors/Sub-Lessors have entered into the Development Agreement dated 21st June, 2021 registered at the office of the Additional Registrar of Assurances IV, Kolkata in Book No. I, Volume No. 1904-2021, Pages 277509 to 277565, Being No. 190405881 for the year 2021 with the Promoter for development of the said Land. Pursuant to the Development Agreement, the Assignors/Sub-Lessors have granted a Power of Attorney dated 21st June, 2021 registered at the office of the Additional Registrar Assurance-IV, Kolkata, in Book No. I, Volume No. 1904-2021, Pages 372407 to 372445 Being No. 190408718 for the year 2021 in favour of the Promoter and Mr. Anand Kumar Neotia. (Will it be not necessary to mention the fact of Development Agreement executed with Orbit previously and the execution of Business Transfer Agreement?)

6.3 The said Land is earmarked for the purpose of building residential-cum-commercial multi-storied buildings and the Project has been named “**Orbit Lumiere**”.

6.4 The Promoter has got the Plans sanctioned by the Corporation and has constructed and completed the Buildings at the Premises and pursuant to the same Completion Certificate dated has been issued by the

Corporation. The Promoter shall register the Project under the provisions of the Act.

- 6.5 By and under the Agreement, it was agreed that the said Apartment Unit would be assigned and transferred by the Transferors to the Assignee at and for the Agreed Premium/Total Price of Rs. _____/- (Rupees _____ only) on the terms and conditions contained therein but subject to the Head Leases. In the Agreement, the area of the said Apartment Unit was mentioned as Carpet Area of _____ square feet, Built-up Area of _____ square feet and corresponding Super Built-up Area of _____ square feet. Upon construction, the said Apartment Unit is found to contain Carpet Area of _____ square feet instead of _____ square feet mentioned in the Agreement and Built-up Area of _____ square feet instead of _____ square feet mentioned in the Agreement. Accordingly, the corresponding Super Built-up Area is _____ square feet. Accordingly, the Agreed Premium/Total Price of Rs. _____/- mentioned in the Agreement has been proportionately increased to Rs. _____/- (Rupees _____ only) due to the above.
- 6.6 The Assignee confirms that after independently examining and verifying or causing independent examination and verification and being thoroughly satisfied about and/or fully aware of the title of the Premises and the documents relating thereto, the terms, conditions and restrictions contained in the Head Leases, the leasehold right, interest and/or entitlement of the Assignors/Sub-Lessors in respect of the Premises and the said Apartment Unit, the right, title, interest and entitlement of the Promoter as the developer in respect of the Premises, the Plans sanctioned by the Corporation and the necessary approvals and permissions including the Completion Certificate dated _____ and the actual constructions (including the quality and specifications thereof, the Carpet Area, Built-up Area and Super Built-up Area of the said Apartment Unit, the workmanship, the quality of materials used, the structural stability and the construction of the Buildings, the Common Areas and the said Apartment), the Assignee has taken possession of the said Apartment Unit. Prior to execution of this Deed, the Assignee has made payment of the Agreed Premium/Total Price, the Additional Liabilities, Deposits and Corpus Fund mentioned in the Agreement. The Assignee undertakes and covenants not to raise henceforth any objection or make any requisition regarding any of the above matter/issues and also waives the right, if any, to do so. The Assignee declares and confirms that the construction of the Buildings including the said Apartment Unit and the Common Areas is complete in all respects to the complete satisfaction of the Assignee and that the delay, if any, in completion has been and/or is deemed to be condoned and that the Transferors have complied with all their obligations including those under the Act and the Rules and Regulations thereunder and that the Assignee has no complaint or claim whatsoever against the Transferors or any of them on any account whatsoever and the Transferors also waives and disclaims the right, if any, in this regard. Notwithstanding anything to the contrary contained elsewhere, it is expressly acknowledged and agreed by the Assignee that prior to entering into the Agreement and prior to making any payment, the Assignee has read and understood the terms, conditions, covenants, stipulations and

restrictions contained in the Head Leases which shall be binding on him.

7. **Now this Indenture witnesses:**

7.1 **Transfer & Conditions of Transfer:** The transfer made by this Deed shall be in the manner mentioned below and be subject to the terms and conditions mentioned below.

7.1.1 In consideration of the Assignee having paid the Agreed Premium/Total Price mentioned in **Schedule-F**, the Transferors do hereby assign and/or transfer to the Assignee the following rights for the residue unexpired period or term of the Head Leases, that is, for the period upto 10th October, 2122 and any renewal or extension thereof:

- (a) The said Apartment described in **Part-I of Schedule-G (said Apartment)**.
- (b) Right to park medium sized car(s) in the said Car Parking Space described in **Part-II of Schedule-G (said Car Parking Space)**.
- (c) Proportionate, variable, undivided, indivisible and impartible share in the Common Areas described in **Schedule-C** hereto with right to use and enjoy the same in common subject to the rights and entitlements of common use and enjoyment of the Unit Assignees and/or occupiers of the other portions of the Buildings in respect of the same.
- (d) Said Undivided Share.

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 assigned and/or transferred, unless contrary to the context and it is expressly made clear that the same constitute one residential unit.

7.1.3 Neither any of the (i) open and covered spaces in the Buildings and the Premises/said Land that are not included in the Common Areas mentioned in **Schedule C**, (ii) Roofs of the Buildings at the Premises excluding the Common Roof Area, (iii) other Apartments, Apartment Units, Open Terraces and Car Parking Spaces in the Buildings (except the right to park medium sized car(s) in the said Car Parking Space) and/or the Premises and (iv) right of further construction on any part of the open land/space comprised in the Premises/said Land or raising of any additional floor/storey/construction on the roofs of the Buildings including the Common Roof Area are intended to be transferred, nor the same shall be transferred in favour of the Assignee in as much as the same shall belong exclusively to the Transferors and the Assignee shall have no right, title, interest, claim or entitlement whatsoever in respect thereof and the Transferors shall be entitled to use, utilise, transfer, assign, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by the Transferors in their absolute discretion, without any reference to the Assignee who hereby consents to the same and hereby disclaims, relinquishes, releases and/or waives any right, title, interest, entitlement or claim that the Assignee

may be entitled to, both in law or in equity, in favour of the Transferors.

- 7.1.4 Notwithstanding anything to the contrary contained elsewhere, it is clarified that the Transferors 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 Assignee in respect of any matter referred to under this Deed shall be such as may be determined by the Promoter from time to time and the Assignee agrees, undertakes and covenants to accept the same notwithstanding variations.
- 7.1.6 The right of the Assignee regarding the Undivided Share shall be variable depending on additional/further constructions, if any, made by the Promoter from time to time and the Assignee hereby irrevocably consents to the same. Any such variation shall not affect the Agreed Premium/Total Price and no claim can be raised regarding the same by the Assignee and the Assignee shall not be entitled to and covenants not to demand any refund out of the Agreed Premium/Total Price paid by the Assignee on the ground of or by reason of any variation of the Undivided Share.
- 7.1.7 The Promoter shall be entitled at all times to install, display and maintain its name and/or logo on the roofs (including the Common Roof Area) of the Buildings and/or other areas in the Buildings and/or the Premises by putting up hoardings, display signs, neon-signs, lighted displays, etc. and all costs regarding the same shall form part of the Common Expenses and no one including the Unit Assignees and the Association shall be entitled to object or to hinder the same in any manner whatsoever.
- 7.1.8 The Assignee shall use and enjoy the said Apartment Unit in the manner not inconsistent with the Assignee's rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Unit Assignees and/or the Transferors.
- 7.1.9 Only the Common Roof Area shall be meant for common use and form part of Common Areas. The Common Roof Area includes the areas of the staircase, 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, water tank and staircase.
- 7.1.10 Besides the additions and alterations permissible under the Act and/or the Rules and Regulations thereunder, the Assignee has consented to and/or hereby irrevocably consents that the Promoter may make modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the Buildings, the Common Areas and/or the ground floor layout as may be deemed necessary 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 Assignee had been informed and made aware that the

ground floor layout including the Common Areas and its location may undergo changes and/or modifications and the Assignee 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 Assignee in terms of the Act. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price/Agreed Premium and that the total number of Common Areas mentioned in **Schedule 'C'** shall not be reduced to the detriment of the Assignee.

7.1.11 The Assignee has irrevocably consented and/or hereby irrevocably consents that the 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 roofs of the Buildings (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 Buildings and/or the Common Areas and such future additional/further constructions/ exploitation shall belong exclusively to the Transferors who shall be entitled to assign, transfer 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 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 roofs and also to make available the Common Areas and all utility connections and facilities to the additional/further constructions. The 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 Transferors have an irrevocable sole right in respect of the same and the Assignee 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 Total Price / Agreed Premium and that the total number of Common Areas mentioned in **Schedule 'C'** shall not be reduced to the detriment of the Assignee.(Does RERA permit this provision)

7.1.12 The 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/sub-lessees/occupants/residents of the Adjacent Property may be permitted by the Promoter to use the drive ways, pathways and passages in the said Land for access to the Adjacent Property as also use of the Sky Club Facilities (defined below) on such terms and conditions as the Promoter may decide. The Allottee has consented to and/or hereby irrevocably consents to 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 untransferred shall belong exclusively to the Transferors and the Transferors 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 Transferors or any indulgence granted by the Transferors to the Assignee or any other Unit Assignee shall not amount to any waiver of any of the rights of the Transferors.

- 7.1.15 If at any time there be demand, imposition of or enhancement of any tax, duty, levy, surcharge or fee (including Goods & Services Tax) under any statute or regulation on the Premises, the Buildings and/or the said Apartment Unit or on the construction or transfer of the said Apartment Unit or any portion thereof (whether payable to the concerned authority by the Transferors or the Assignee) the same shall be borne and paid by the Assignee, wholly in respect of the said Apartment Unit and proportionately in respect of the Premises, the Buildings and the Common Areas, without raising any objection thereto. The Promoter and/or the Assignors/Sub-Lessors shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Assignee shall make such payment within 7 (seven) days of demand being made by the Promoter and/or the Assignors/Sub-Lessors and/or the concerned authority. It is expressly agreed that the same shall be the liability of the Assignee and the Promoter and/or the Assignors/Sub-Lessors shall be entitled to recover the same from the Assignee.
- 7.1.16 In respect of any of the rights or obligations of the Transferors or any of them as against or towards the Assignee, it shall be sufficient if any one of the Transferors take any steps and/or issue notices regarding the same and it shall not be necessary for all the Transferors to take any step jointly. It shall however be necessary for the Assignee to give notice and deal with each of the Transferors herein individually and separately.
- 7.1.17 The Assignee has entered into the Agreement and is executing this Deed of Transfer for obtaining assignment of the said Apartment Unit with full knowledge of all laws, rules and regulations, notifications, etc. applicable to the Project. The Assignee agrees covenants and undertakes to comply with and carry out from time to time on and from the Date of Possession, all the requirements, requisitions, demands and repairs which are required by any competent authority at his own costs. The Assignee declares and confirms that all payments made by him under the Agreement and /or this Deed of Transfer have been made in accordance with all applicable laws including, if the Assignee 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 all other necessary requirements, rules, regulations, guidelines, etc. of the government or any other authority from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India and has filed necessary declarations, documents, permission, approvals, etc. The Assignee shall be solely liable in the event of any failure or non-compliance and the Transferors shall have no responsibility or liability.
- 7.1.18 The Assignee shall fully observe and comply with the Head Leases including all terms, conditions, covenants, stipulations and restrictions contained therein and shall not commit any breach, default and/or violation thereof and shall make payment of any amount that may be payable thereunder proportionately and shall keep the Transferors fully indemnified in this regard.
- 7.1.19 The Assignee shall ensure that the Head Leases including any renewal and/or extensions thereof remain valid and subsisting for their entire period and/or duration and shall keep the Transferors fully indemnified in this regard.

- 7.1.20 Upon the expiration of the term of the lease or sooner determination thereof, the Assignee shall quit, vacate and deliver unto the Transferors physical, vacant possession of the said Apartment Unit in good tenable condition without payment of any compensation or value thereof.
- 7.1.21 The Unit Assignees shall be entitled to the benefit of renewal of the Head Leases subject to the Unit Assignees paying the proportionate amount of lease rent and other amounts payable for such renewal as also the costs, charges and expenses for such renewal of the Head Leases (including stamp duty, registration fees, incidental expenses, etc.). If there be any liability, assessment, imposition or enhancement of any tax, duty, levy, surcharge or fee (including income tax and/or GST) due to renewal of the Head Leases then the same shall be borne and paid proportionately by the Unit Assignees without raising any objection thereto and within 7 (seven) days of demand being made by the concerned authority. The Transferors shall not be liable for the same or any portion thereof under any circumstances whatsoever and the Unit Assignees shall keep the Transferors fully indemnified in this regard.
- 7.1.22 The Transferors shall be entitled to transfer the Apartment Units on such terms and conditions as the Transferors may deem fit and proper. Without restricting or limiting the generality of the above it is clarified that the Transferors shall be entitled, inter alia, to:
- (a) demarcate and allot the Car Parking Spaces in the Buildings for the assignees of Apartment Units;
 - (b) charge Maintenance Charges and Common Expenses to the assignees of Apartment Units at such differential rate as may be decided by the Transferors;
 - (c) limit or restrict the rights of the assignees of Apartment Units in respect of use of certain Common Areas;
 - (d) grant additional/differential rights to the assignees of Apartment Units in respect of use of certain Common Areas;
 - (e) grant differential rights to the assignees of Apartment Units in respect of participation and voting regarding the Association and the maintenance.
- 7.1.23 The said Open Terrace, if mentioned in **Part-I of Schedule G** 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 Assignee for the purpose of private terrace only. The Assignee 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 Assignee 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 Open Terrace cannot be enclosed by grills save and except the railing provided by the Promoter. The said 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.

- 7.1.24 The Assignee confirms that he has agreed to take the said Apartment Unit on sub-lease/assignment with full knowledge that he would have no right, title, interest, claim or entitlement whatsoever in respect of Open Terraces attached and/or appurtenant to other Apartments which shall be exclusively occupied and used by the respective Unit Assignees and occupants thereof.
- 7.1.25 The Assignee shall be entitled To Have And To Hold the said Apartment Unit hereby transferred or assigned or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Assignee for the residue unexpired period or term of the Head Leases, that is, for the period upto 10th October, 2122 and any renewal or extension thereof in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Unit Assignee and/or the Transferors.
- 7.1.26 The sub-lease/assignment of the said Apartment Unit is together with and subject to the Head Leases and 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.
- 7.1.27 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 Parking Spaces sanctioned by the Corporation are meant to be used only for parking cars by the Unit Assignees of this Project only.
 - (b) The total number of open and covered 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 Unit Assignees 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 Assignee, the Promoter has allotted the said Parking Space for exclusive use by the Assignee.
 - (e) It is expressly made clear that only right of use is being granted in respect of the said Parking Space and no sub-lease/assignment is being made.
- 7.1.28 Notwithstanding anything to the contrary contained elsewhere in this Deed, it is expressly declared that the transfer of the proportionate, variable, undivided and impartible share in the Common Areas in the name of the Assignee is being done in the capacity of the Assignee as a trustee on behalf of and for the benefit of the Association to be ultimately formed for the Project and that the Assignee shall transfer the proportionate, variable, undivided and impartible share in the Common Areas in favour of the Association at his own costs at the appropriate time after formation of the Association and/or at such time when all the Unit Assignees of different Apartments transfer their proportionate, variable, undivided and impartible share in the Common Areas in favour of the Association. The Transferors are under an obligation to transfer in favour of the Assignee the proportionate, variable, undivided and impartible share in the Common Areas in respect of the said Apartment. From

Section 17 of the Act it appears that the undivided proportionate title in the Common Areas is to be transferred to the Association in addition to handing over of the Common Areas to the Association. However, from Clause 10 of Annexure 'A' to the Rules it appears that by the Deed of Transfer, title of the said Apartment together with proportionate indivisible share in the Common Areas are to be transferred to the Assignee. It also appears from Section 5(2) of the West Bengal Apartment Ownership Act, 1972 that undivided interest in the common areas and facilities shall be deemed to be conveyed or encumbered with the apartment even though such interest is not expressly mentioned in the conveyance. Accordingly, there is contradiction, ambiguity and/or lack of clarity regarding transfer of the undivided proportionate share in the Common Areas. Further as per the registration procedure followed by the Registration Authorities in West Bengal for registering Deeds of Transfer 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 Deeds of Transfer 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 Deed of Transfer cannot be registered. Under the aforesaid circumstances, it is not possible for the Transferors to execute this Deed of Conveyance in favour of the Assignee only in respect of the said Apartment excluding the proportionate, variable, undivided and impartible share in the Common Areas in respect of the said Apartment. Further and in any event, presently there is no procedure for registration of a Deed of Transfer / Conveyance of undivided proportionate share in the Common Areas in favour of the Association without any consideration. The consideration for the undivided proportionate share in the Common Areas is being paid by the Assignee and no amount is or shall be receivable by the Transferors from the Association. Under the circumstances, at present there is no practical method of transfer of undivided proportionate share in the Common Areas in favour of the Association without payment of any consideration. In view of the above situation, the Transferors have no option but to execute this Deed of Transfer in favour of the Assignee transferring also the undivided proportionate share in the Common Areas since the stamp duty and registration fees are being paid by the Assignee on such basis and in as much as the ultimate aim of the Act including Section 17 thereof and Annexure A of the Rules is that the Transferors should not retain ownership of the undivided proportionate share in the Common Areas which should be transferred to the Assignee and/or for his benefit to the Association. Under such circumstances, the Transferors are hereby discharging their obligation of transfer of the proportionate, variable, undivided and impartible share in the Common Areas in respect of the said Apartment in favour of the Assignee herein with the understanding that the Assignee shall hold the same in trust for the Association to be formed in future in respect of the Project and shall transfer the same to such Association in accordance with law, if and when clarity is available on the above issue. The stamp duty and registration fees, if any, for such transfer shall be payable by the Assignee proportionately along with all the Unit Assignees of the Project. If necessary, the Transferors agree to join as parties to such deed and/ or document for transfer of undivided proportionate share in the Common Areas in favour of the Association provided the stamp duty and registration fees, if any, for such transfer shall be payable

by the Assignee proportionately along with all the Unit Assignees of the Project without any amount being required to be contributed by the Transferors.

7.2 Covenants of the Transferors:

7.2.1 The Assignors/Sub-Lessors hereby covenant with the Assignee that they:

(a) have the right to transfer and assign the said Apartment Unit to the Assignee free from encumbrances created by the Assignors/Sub-Lessors;

(b) shall, at the costs and requests of the Assignee, do all acts and execute all necessary documents as may be reasonably required for more perfectly assuring sub-lease/assignment of the said Apartment Unit to unto and in favour of the Assignee in the manner agreed upon.

7.2.2 The Assignors/Sub-Lessors hereby covenant with the Assignee that the Assignors/Sub-Lessors shall keep the Assignee well and sufficiently saved, harmless and indemnified of from and against any encumbrance that may have been created by the Assignors/Sub-Lessors in respect of the said Apartment Unit.

7.2.3 The Promoter hereby covenants with the Assignee that the Promoter is entitled to transfer its rights in respect of the said Apartment Unit and shall keep the Assignee well and sufficiently saved, harmless and indemnified of from and against any encumbrance that may have been created by the Promoter in respect of the said Apartment Unit.

7.2.4 The Transferors hereby further covenant with the Assignee that the Transferors have received the Agreed Premium/Total Price mentioned in **Schedule-F** and acknowledge the receipt thereof in the Memo of Consideration hereunder.

7.2.5 The Transferors hereby further covenant that the Assignee shall, subject to the Head Leases and 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 occupy, hold and enjoy the said Apartment Unit as the assignee thereof for the residue unexpired period or term of the Head Leases, that is, for the period upto 10th October, 2122 and any renewal or extension thereof.

7.3 Covenants of the Assignee:

7.3.1 The Assignee agrees, undertakes and covenants to:

(a) perform, observe and comply with all the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in the Head Leases as also 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 Buildings, 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, service tax, 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, assignment and/or maintenance of the said Apartment Unit and/or relating to the Agreement and/or this Deed of Transfer without raising any objection thereto, within 7 (seven) days of demand being made and the Transferors 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 Units are not adversely affected by any acts or defaults of the Assignee;

(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 Buildings and/or the transfer, assignment or disposal of any other Apartment or portion of the Buildings. In default, the Assignee shall be responsible and liable for all losses and damages which the Transferors may suffer in this regard;

(e) not raise any objection or make any claim against the Transferors regarding the construction and/or the completion of the Buildings and/or the said Apartment Unit or regarding the already verified 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 hindrance, objection or disturbance to the user of the Common Areas (mentioned in **Schedule-C**) by the Transferors / Unit Assignees / tenants / occupants of other Units;

(h) not claim any right over and/or in respect of the roofs of the Buildings other than the right of common use of 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 Transferors or create any hindrance or obstruction in relation to the rights and entitlements of the Transferors or any of them including under Clauses 7.1.3, 7.1.4, 7.1.5, 7.1.6, 7.1.7, 7.1.10, 7.1.11, 7.1.12, 7.1.13, 7.1.14, 7.1.15, 7.1.16 and 7.1.22;

(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 as the assignee/sub-lessee thereof and/or separately assessed by the Corporation at his own costs within 6 (six) months thereafter and the Transferors have already provided the Assignee with a copy of the Completion Certificate for such purpose;

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

(m) pay all Goods and Services Tax, future betterment fee, development charges and any other tax, duty, levy or charge that may be imposed or charged relating to the said Apartment Unit and/or the Buildings and/or the Premises and/or the Project; and

(n) compensate any income tax liability that may become payable by the Transferors due to there being any difference between the market valuation of the said Apartment Unit as per the registration authorities and the Agreed Premium/Total Price paid by the Assignee by making payment to the Transferors 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 Assignee within 15 days of demand by the Transferors and such liability and obligation shall continue even after execution and registration of this Deed of Transfer.

7.3.2 The Assignee 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 Assignee in pursuance of this Deed or otherwise required by law.

7.3.3 The Assignee shall pay the Corporation taxes in respect of the said Apartment Unit from the date of issue of the Completion Certificate. All other liabilities payable by the Assignee 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 Assignee with effect from the date of issue of the Completion Certificate.

7.4 Completion of Construction and Possession:

7.4.1 The Completion Certificate has been issued by the Corporation and the Transferors have on or before the execution of this Deed handed over to the Assignee, physical possession of the said Apartment Unit. The Assignee has taken possession of the said Apartment after inspection and fully satisfying

himself in all respects with the Plans sanctioned by the Corporation, construction and completion of the Buildings, the Common Areas and the said Apartment (including the quality and specifications thereof, the Carpet Area, Built up Area and the Super Built up Area of the said Apartment, the workmanship, specifications, quality of materials used and the structural stability of the Buildings) and confirms that he has no claim of whatsoever nature against the Transferors or any of them on any account whatsoever. The Assignee agrees, undertakes and covenants not to make any claim or raise any dispute whatsoever against the Transferors or any of them under any circumstances whatsoever.

- 7.4.2 The Assignee is entitled to use and occupy the said Apartment Unit as the assignee/sub-lessee thereof for residential purpose and for no other purpose for the residue unexpired period or term of the Head Leases, that is, for the period upto 10th October, 2122 and any renewal or extension thereof.
- 7.4.3 On and from the Date of Possession, the Assignee 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 Transferors shall not have any responsibility or liability whatsoever in this regard.

Schedule-A
(Devolution of Leasehold Interest)

1. One Biswanath Roy, since deceased, was during his lifetime the sole and absolute owner of ALL THAT the Premises morefully described in **Schedule B**.
2. The Premises was given on lease for a period of 30 years from 1st April, 1963 to 31st March, 1993 by the said Biswanath Roy by virtue of a registered Indenture of Lease. Upon expiry of the aforesaid lease, the lessee therein did not vacate and continued in occupation (hereinafter referred to as "the said Occupation")
3. The said Biswanath Roy died intestate on or about 12th August, 2000 leaving behind his widow Smt. Mira Roy and two sons being Debabrata Roy and Subrata Roy as his only legal heirs who thus jointly became entitled to the Premises subject to the said Occupation.
4. By and under a Deed of Lease dated 11th October 2002 made between Smt. Mira Roy, Debabrata Roy and Subrata Roy (as Lessors of the One Part) and the First Assignor herein (therein referred to as the Lessee of the Other Part) a lease for a period of 60 years was granted subject to the said Occupation with effect from 11th October, 2002 on the terms and conditions therein contained. The said Deed of Lease dated 11th October, 2002 was registered at the office of the Additional Registrar of Assurances, Kolkata in Book No. I, Volume No. 3, Pages 1 to 17, Being No. 5403 for the year 2002.

5. The said Smt. Mira Roy died intestate on or about 12th March, 2010 leaving behind Debabrata Roy and Subrata Roy as her only legal heirs. Accordingly, the Debabrata Roy and Subrata Roy (herein referred to as “**the Owners**”) became the absolute lawful owners of the Premises subject to the said Occupation and the aforesaid lease in favour of the First Assignor.
6. The Owners have issued a Consent Letter dated 14th January, 2014 inter alia granting consent to the First Assignor for demolishing the existing buildings and structures and constructing new buildings and structures on the Premises and for transfer, assignment and/or sub-lease of the leasehold interest in whole or in parts. The Owners have also executed a Declaration dated 14th January, 2014 inter alia regarding the above. The said Deed of Lease dated 11th October, 2002, the said Consent Letter dated 14th January, 2014 and the aforesaid Declaration dated 14th January, 2014 are collectively referred to as “the First Lease”.
7. By and under a Deed of Lease dated 15th January 2014, the Owners (as Lessors of the One Part) and the Second Assignor (as Lessee of the Other Part), the Second Assignor was granted lease in respect of the Premises for a term of 30 years commencing from 11th October, 2062. The said Deed of Lease dated 15th January 2014 was registered at the office of the Additional Registrar of Assurances, Kolkata in Book No. I, CD Volume No. 3, Pages 2983 to 3002, Being No. 00591 for the year 2014. The said Deed of Lease dated 15th January 2014 is referred to as “the Second Lease”.
8. By and under a Deed of Lease dated 15th January 2014, the Owners (as Lessors of the One Part) and the Third Assignor (as Lessee of the Other Part), the Third Assignor was granted lease in respect of the Premises for a term of 30 years commencing from 11th October, 2092. The said Deed of Lease dated 15th January 2014 was registered at the office of the Additional Registrar of Assurances, Kolkata in Book No. I, CD Volume No. 3, Pages 2963 to 2982, Being No. 00590 for the year 2014. The said Deed of Lease dated 15th January 2014 is referred to as “the Third Lease”.
9. The said Occupation has been vacated and surrendered and vacant and peaceful possession of the Premises in its entirety is now with the First Assignor.
10. Accordingly, by virtue of the First Lease, the Second Lease and the Third Lease (herein collectively referred to as “**the Head Leases**”), the Assignors/Sub-Lessors herein became entitled to the leasehold right and interest with respect to the Premises.

Schedule-B

(said Land/Premises)

ALL THAT the piece or parcel of land measuring about 5 bighas 2 cottahs 15 chittacks and 38 square feet more or less having brick built messuages buildings

tenements hereditaments and other structures erected thereon situate, lying at and being Premises no. 58/3, Barrackpore Trunk Road, Kolkata 700002, Police Station Sinthi (previously Cossipore), under Ward no. 2 of the Kolkata Municipal Corporation and butted and bounded in the following manner:

On the North :	By more than 9 meters wide road;
On the East :	By Premises No. 58/2, Barrackpore Trunk Road and the passage;
On the South :	By road; and
On the West :	By Premises No. 58/4, Barrackpore Trunk Road.

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 and machine room of lifts 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) Intercom system.
- i) Fire fighting equipment in the Building.
- j) CCTV on the ground floor.

SECTION – B **(Common installations for which proportionate additional separate costs are to be paid by the Allottee)**

- 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 Allottees and not covered by **Section A** hereinabove.

SECTION – C (SKY CLUB FACILITIES including those on Ground Floor)

- 1.Swimming Pool
- 2.Kid’s Pool
- 3.Indoor Games Room
- 4.Indoor Lounge
- 5.Amphitheatre Roof
- 6.Astronomical deck
- 7.Adda Zone
- 8.Open gym
- 9.Indoor Gymnasium
- 10.Creche
- 11.Senior citizen’s zone
- 12.Outdoor Children’s play area
- 13.Banquet hall
- 14.Yoga deck
- 15.Landscaped gardens
- 16.Multi-purpose court
- 17.Cabana
- 18.Amphitheatre

- 1. Notwithstanding anything contained above or elsewhere herein the contents of this Schedule are subject to changes by the Promoter and the rights in respect of the Common Areas are subject to the reservations and/or the rights of the Promoter under this Agreement.
- 2. Some common facilities and amenities have been provided on a portion of the roof/floor above the top most apartments in the Buildings 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 Promoter at its discretion.

3. The Promoter and the Assignors/Sub-Lessors shall always be entitled to use the Sky Club and its facilities in the same manner as the Unit Assignees irrespective of whether any Apartment Unit is owned and/or retained by them or not. The Promoter and the Assignors/Sub-Lessors and their directors and senior officers shall pay charges for use of the Sky Club in the same manner as the Unit Assignees provided that no entrance/membership fee or deposit shall be payable by the Promoter or the Assignors/Sub-Lessors.

Schedule-D

(Easements & Restrictions)

The Assignee and/or the Unit Assignees (including the Transferors) 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 Buildings 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 Buildings or necessary for the use or enjoyment thereof by the Unit Assignees 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 Unit Assignees, 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

(Assignee's Covenants)

Part-I

(Specific Covenants)

1. **The Assignee has agreed, undertaken and covenanted to:**

- a) comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency 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 or 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 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 Buildings and/or the Premises or on any portion thereof;
- e) use the Common Areas mentioned in **Schedule C** without causing any hindrance or obstruction to other Unit Assignees and occupants of the Buildings;
- f) keep the said Apartment and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Apartment in the Buildings 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 Buildings;
- 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 Buildings;
- 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 Buildings and in case of any deviation, breach, violation or default of this sub-clause the Assignee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 200/- 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 Promoter;
- i) maintain the said Apartment at his own costs in good repair and condition and shall not do or suffer to be done anything in or to the Buildings 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 keep the said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter, etc. of the Buildings is not in any way damaged or jeopardized;
- j) 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;

k) sign and deliver to the 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 Assignee and until the same be obtained, the Promoter shall provide or cause to be provided reasonable quantum of electricity from its own sources and install at the cost of the Assignee an electric sub-meter in or for the said Apartment and the Assignee shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Apartment;

l) 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 Promoter or to other Unit Assignees. The main electric meter shall be installed only at the common meter space. The Assignee 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 Buildings, the Premises and outside walls of the Buildings save in the manner indicated by the Promoter/Association (upon formation). The Assignee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Transferors and thereafter the Association and/or Maintenance Agency. The Assignee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions;

m) 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;

n) pay Corporation and all other rates, taxes, levies, duties, charges, impositions, outgoings and expenses in respect of the Buildings 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;

o) pay for other utilities consumed in or relating to the said Apartment Unit;

p) allow the other Unit Assignees the right to easements and/or quasi-easements;

q) 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;

r) to make payment of applicable Goods and Services Tax that may be payable in respect of all amounts to be paid by the Assignee to the Transferors, the Maintenance Agency and/or Association in terms of the Agreement and/or this Deed of Transfer as also to pay all others taxes payable by the Assignee in terms of the Agreement and/or this Deed of Transfer;

s) observe and comply with the Head Leases including all terms, conditions, covenants, stipulations and restrictions contained therein and not to commit any breach, default and/or violation thereof and to make payment of any amount that may be payable thereunder proportionately and to keep the Transferors fully indemnified in this regard;

t) ensure that the Head Leases including any renewal and/or extensions thereof remain

valid and subsisting for its entire period and/or duration and to keep the Transferors fully indemnified in this regard; and

u) observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes.

2. the Assignee 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 Buildings and not to remove any wall including the outer and load bearing wall of the said Apartment and not to make changes of a permanent nature except with the prior approval in writing of the Maintenance Agency and with the sanction of the authorities concerned;

c) not to put any nameplate or letter box or neon-sign or board or publicity material in the Common Areas or on the outside wall of the Buildings or anywhere on the exterior of the Project or the Buildings save at the place as be approved or provided by the Promoter Provided However That nothing contained herein shall prevent the Assignee 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 Buildings under any circumstance and in case of any deviation, breach, violation or default of this sub-clause the Assignee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 50/- 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 Promoter and the removing of Box Grill if at all put by the Assignee shall be made at the cost of the Assignee;

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 Buildings 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 Buildings 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 decorate the exterior of the Buildings otherwise than in the manner agreed by the 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 outer/exposed walls of the verandahs lounge or any external walls or the fences of external doors and windows or painting of the exterior side of the windows or carry out any change in the exterior elevation or design including grills/gates of the said Apartment Unit which in the opinion of the Maintenance Agency differ from the colour Scheme of the Buildings or deviation or which in the opinion of the Maintenance Agency may affect the elevation in respect of the exterior walls of the Buildings and/or the Premises and in case any deviation, breach, violation or default of this sub-clause the Assignee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 50/- 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 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 Buildings 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 or things in or around the staircase, lobby, landings or other common areas or installations of the Buildings;

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 Buildings;

o) not to claim any right over and/or in respect of the roofs of the Buildings 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 spaces of the Buildings and the Premises reserved or intended to be reserved by the Transferors 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 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 said Undivided Share and the Assignee shall not object to the changes and/or inconvenience caused due to such construction being made by the 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 transfer of the Buildings and/or

the Apartments therein by the Promoter at any time, whether before or after the Date of Possession and/or delivery of possession of the said Apartment Unit to the Assignee, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Apartment Unit by the Assignee and to be responsible and liable for all losses and damages which the Promoter may suffer in this regard due to any default by the Assignee;

r) not to object, obstruct or create any hindrance to the Promoter making additional/further constructions subsequently and/or granting similar rights to the transferees/ assignees / sub-lessees 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 Buildings 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 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 park or allow anyone to park any car at any place other than the space earmarked for parking car(s) of the Assignee, if any, mentioned in **Part II of Schedule G**;

x) not to assign/sub-lease, transfer, let out or part with possession of the said Car Parking Space, if so agreed to be taken on sub-lease/assignment by the Assignee hereunder, independent of the said Apartment and to use the same only for the purpose of parking of a motor car;

y) not to use the said Apartment Unit for any purpose save and except for residential purpose for the unexpired residue period or term of the Head Leases, that is, for the period till 10th October, 2122 and any extension/renewal thereof 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 Buildings;

z) 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 this Deed and in case of any deviation, breach, violation or default of this sub-clause the Assignee undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 50/- 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 Promoter;

- aa) not to raise or put up any kutchra 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;
- bb) not to make any claim of any nature whatsoever in respect of the Premises other than the said Apartment Unit hereby sub-leased/assigned and the common enjoyment of the Common Areas mentioned in **Schedule C**;
- cc) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the Buildings and shall not project anything out of any window of the Premises;
- dd) not to keep or harbour any bird or animal in the Common Areas of the Premises;
- ee) not to make claim of any right of pre-emption or otherwise regarding any of the other Apartments or any portion of the Buildings and/or the Premises;
- ff) not to install any air-conditioner except at the designated place shown by the 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 Promoter;
- gg) not to install any external wires or cables that may be visible outside the said Apartment;
- hh) not to put any film, whether coloured, reflective or otherwise on the windows/glass, whether external or internal;
- ii) 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 Assignee in the manner that the same are visible and operative externally and outside the false ceiling and do not adversely affect the fire safety;
- jj) not to sub-divide the said Apartment Unit and/or the said Car Parking Space, if allotted, or any portion thereof;
- kk) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Buildings and the Premises not forming part of the Common Areas;
- ll) 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 Unit Assignees/occupiers of the Premises and/or the neighbourhood;
- mm) 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 Transferors to any liability under environmental laws or any other laws;
- nn) not to interfere in any manner with the right, title, interest or entitlement of the Transferors and/or their transferees/assignees/sub-lessees in respect of other Apartments;

oo) not to do anything contrary to the Head Leases and not to commit any breach or violation of the Head Leases;

pp) not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in the Agreement and this Deed;

qq) not to change the Project name and its logo under any circumstances whatsoever; and

rr) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any of the Open Terraces in the Buildings and the Premises save and except the said Open Terrace, if any, mentioned in **Part-I of Schedule-G**;

3. The Assignee 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, sub-lease/assignment or disposal of any Apartment Unit or any portion of the Buildings and/or the Premises.

4. The Assignee has agreed undertaken and covenanted not to question at any time the computation of the Super Built-up Area of the said Apartment Unit and not to claim or demand, under any circumstances whatsoever, details or calculations of the Super Built-up Area.

5. The Assignee shall have no connection whatsoever with the other Unit Assignees and there shall be no privity of contract or any agreement or arrangement as amongst the Assignee and the other Unit Assignees (either express or implied) and the Assignee shall be responsible to the Transferors for fulfilment of the Assignee's obligations irrespective of non-compliance by any other Unit Assignee.

6. Notwithstanding anything to the contrary contained elsewhere in this Deed, the Assignee shall pay the electricity charges as per separate meter for use of electricity within the said Apartment Unit from the Date of Possession as also the Maintenance Charges in respect of the said Apartment Unit as also other costs, expenses and outgoings in respect of the said Apartment Unit with effect from the date of issue of the Completion Certificate. The Assignee shall be liable to pay the Corporation taxes and other taxes from the date of issue of the Completion Certificate.

7. The stamp duty, registration fees and incidental expenses in respect of this Deed of Transfer are being paid and borne by the Assignee. The Goods and Services Tax payable in respect of the Agreed Premium/Total Price mentioned in this Deed as also the other amounts and/or deposits that have been paid and/or are payable by the Assignee, shall be borne and paid by and be the sole liability of the Assignee who agrees and undertakes to make payment of the same even if the same are found payable and/or demanded in future. The Assignee hereby indemnifies the Transferors fully regarding the above.

8. The Project and the Buildings constructed at the Premises have been named as "**Orbit Lumiere**" and the same shall always be known by the said name. The Assignee and/or the

Unit Assignees 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 Buildings name that has been installed at the Premises.

9. The Assignee may assign and/or grant sub-lease of the said Apartment Unit subject to the following conditions:

a. The said Apartment Unit shall be one single indivisible unit/lot and shall not be partitioned or dismembered in parts and shall not be assigned or sub-leased in divided or demarcated parts by the Assignee. In case of assignment/sub-lease of the said Apartment Unit in favour of more than one assignee/sub-lessee, the same shall be done in their favour jointly and in undivided shares.

b. The assignment/sub-lease of the said Apartment Unit by the Assignee shall not be in any manner inconsistent with the Agreement and/or this Deed of Transfer and/or the Head Leases and the covenants contained in the Agreement and/or herein and/or in the Head Leases shall run with the land and/or transfer. The person(s) to whom the Assignee may assign/sub-lease the said Apartment Unit shall automatically be also bound by the same terms, conditions, agreements, covenants, stipulations, undertakings and obligations as are applicable to the Assignee by law and/or by virtue of the Agreement and/or this Deed of Transfer and/or the Head Leases.

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 Transferors, the Maintenance Agency, the Association and the Corporation and other concerned persons/entities are paid by the Assignee in full prior to the proposed assignment/sub-lease. Such dues, if any, shall in any event, run with such proposed assignment/sub-lease and the assignee/sub-lessee shall be liable to make payment of the same.

10. The Assignee shall not claim any partition of the said Land comprised in the Premises.

11. The Assignee agrees, undertakes and covenants not to make any claim of any nature whatsoever against any person who has been granted any right by the Transferors in respect of the Premises or any portion thereof nor against the Transferors with regard thereto nor shall in any manner obstruct such user and/or enjoyment.

12. The Assignee shall be responsible for and shall keep the Transferors 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 Buildings or to any person due to any negligence or any act, deed, thing or omission made done or occasioned by the Assignee and shall keep the Transferors and the Maintenance Agency indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Transferors and the Maintenance Agency as a result of any act, omission or negligence of the Assignee or the servants, agents, licensees, invitees or visitors of the Assignee and/or any breach or non-observance by the Assignee of the Assignee'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 Assignee 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 Transfer or otherwise under law, then the Transferors and/or the Association shall be entitled to issue a Notice to the Assignee calling upon the Assignee to rectify, remedy, make good or set right the same within one month from the date of issue of such Notice. If the Assignee does not comply with the said Notice to the satisfaction of the Transferors and/or the Association within the above time, then the Assignee shall be liable to pay to the Transferors and/or the Association compensation and/or damages that may be quantified by the Transferors and/or the Association in addition to the Assignee being compelled to rectify, remedy, make good or set right the same as also withholding use of the Common Areas by the Assignee.

14. It is agreed that in case any structural defect in construction which is certified by a licensed Architect and/or engineer (excluding any purchased materials and/or items) is brought to the notice of the Promoter within a period of 5 (five) years by the Assignee from the date of issue of the Partial or Full Completion Certificate, the Promoter shall take steps to rectify such defects without further charge, within 30 (thirty) days or such further time as may be necessary as per the Architect/Structural Engineer, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Assignee shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided However that the Promoter shall not be liable under any circumstances if any additions, alterations and/or modifications, etc. have been made in the Buildings, Common Areas and/or any of the Apartment Units by the Unit Assignees including the Assignee 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 engineer 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. made by any of the Unit Assignees and/or occupants of the Buildings. The decision of the Architects shall be final and binding on the parties.

15. The Assignors/Sub-Lessors shall compensate the Assignee in case of any loss caused to him due to defective leasehold right or interest in respect of the said Land that is known to the Assignors/Sub-Lessors but has not been disclosed to the Assignee or which the Assignee could not have found out inspite of due diligence and care, in the manner as provided under the Act subject to the Assignee 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 Assignee 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 Assignors/Sub-Lessors be liable for any defective leasehold right or interest not attributed to the Assignors/Sub-Lessors and/or any defect that existed prior to grant of lease in respect of the said Land in favour of the Assignors/Sub-Lessors. The Promoter shall not have any liability regarding the title or the leasehold right or interest since the same is the responsibility, obligation and liability solely of the Assignors/Sub-Lessors.

16. The Assignee has agreed to acquire by way of assignment/sub-lease the said Apartment Unit on the specific understanding that his right to the use of Common Areas shall be subject to timely payment of total Maintenance Charges, as determined and thereafter billed by the Maintenance Agency or the Association or the maintenance agency appointed by it and performance by the Assignee of all his obligations in respect of the terms and conditions specified by the Maintenance Agency or the Association from time to time.

17. If any act or omission of the Assignee results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the Buildings or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, assignment/sub-lease or disposal of any Apartment or portion of the Buildings, then in that event the Assignee shall also be liable to pay to the Transferors compensation and/or damages that may be quantified by the Transferors.

18. Besides the aforesaid rights, the Transferors shall also be entitled to enforce any other right to which the Transferors may be entitled to in law by reason of any default or breach on the part of the Assignee.

19. The Promoter/Maintenance Agency/Association 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 Assignee agrees to permit the Promoter/Maintenance Agency/Association to enter into the said Apartment or any part thereof, after due notice and during normal working hours, unless the circumstances warrant otherwise, with a view to cause necessary repairs and maintenance and set right any defect.

20. The Common Areas as located within the Project shall be earmarked for purposes such as facilities and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment, etc. and other permitted uses as per sanctioned plans. The Assignee shall not be permitted to use the service areas in any manner whatsoever and the same shall be reserved for use by the Association to be formed for rendering maintenance services.

21. In case there are joint Assignees, all communications shall be sent by the Transferors to the Assignee 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 Assignees.

22. 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 Transfer. 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 Transfer and/or any part hereof and/or in any document hereafter, shall be valid and binding.

23. The transaction contemplated herein is a single transaction of transfer by way of sub-lease/assignment and acquisition by way of sub-lease/assignment 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 any of the Transferors is liable to make payment of any Sales Tax, VAT, Works Contract Tax, Service Tax, Goods & Services Tax or any other statutory tax, duty or levy in respect of the Agreement or this Deed of Transfer or the assignment of the said Apartment contemplated hereby, the Assignee shall be liable to and agrees to make payment of the same even after execution and registration of this Deed of Transfer.

24. All rights and obligations of the Promoter and the Assignors/Sub-Lessors inter se shall be governed by the Development Agreement which shall override anything contained herein

which is contrary to or inconsistent with such rights and obligations.

25. The Assignee has read and understood the Memorandum of Agreement dated 8th September, 2017 made between Bharat Sanchar Nigam Limited and the Assignors/Sub-Lessors and registered at the office of the Additional Registrar of Assurances – IV, Kolkata in Book no. I, Volume no. 1904-2017, Pages 359723 to 359759, Being No. 190409436 for the year 2017. Under the said Memorandum of Agreement dated 8th September, 2017 (a) a room on the ground floor measuring 12 ft. * 15 ft., (b) open space of 5 ft. * 5 ft. near the room and (c) an open space measuring 15 ft. * 15 ft. on terrace for erection of 8 to 10 meters high tower have been agreed to be provided to BSNL free of costs on the terms and conditions mentioned therein which the Assignee has agreed to fully comply with.

Part - II
(Maintenance)

1. The Premises, the Buildings and the Common Areas shall be managed and maintained by the Maintenance Agency.
2. The Assignee 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 Unit Assignees 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 Buildings and the Premises, which are not separately charged or assessed or levied on the Unit Assignees.
5. The Assignee 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 Assignee shall pay interest for delayed payments at the rate specified in Rule 17 of the Rules, 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 sub-lease, transfer, assignment 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 Assignee in respect of any expenses, taxes, dues, levies or outgoings payable by the Assignee pursuant to this Deed or otherwise shall be Proportionate.
7. The Maintenance Charges payable by the Assignee with effect from the date of issue of the Partial or Full Completion Certificate 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 Assignee in respect thereof. The Maintenance Charges

shall be decided by the 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 Assignee shall not be entitled to object thereto.

8. The Assignee admits and accepts that apart from the above the Maintenance Agency/Association shall be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Assignee 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 Assignee after giving 15 (fifteen) days notice in writing.

9. The Assignee shall co-operate with the other Unit Assignees and the Maintenance Agency in the management and maintenance of the Premises and shall observe and comply with such covenants as be deemed reasonable by the Maintenance Agency for the Common Purposes.

10. All rights and entitlements of the Maintenance Agency shall be the rights and entitlements of the Promoter until the Association is formed and starts functioning effectively and till that time the Promoter shall maintain the Buildings and collect all funds, deposits, charges and expenses including the Maintenance Charges, Common Expenses, Deposits/Advances for Corpus Fund, Deposits/Advances for Maintenance Charges and Deposits/Advances for Corporation taxes.

Part - III **(Association)**

1. The Promoter shall take steps for formation of the Association. Any association, company, syndicate, committee, body or society formed by any of the Unit Assignees without the participation of the Transferors shall not be entitled to be recognized by the Transferors and shall not have any right to represent the Unit Assignees or to raise any issue relating to the Buildings or the Premises. The maintenance of the Premises shall be made over to the Association within the time mentioned in the West Bengal Apartment Ownership Act, 1972 and upon formation the Association shall be responsible for the maintenance of the Buildings 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 Promoter shall transfer and make over the Deposits, if any, that may have been made by the Unit Assignees, to the Association after adjusting its dues, if any.

2. All the Unit Assignees as also the Assignee 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 Promoter.

3. All papers and documents relating to the formation of the Association shall be prepared and finalised by the Promoter and the Assignee 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 Assignee hereby consents to the same and shall not be entitled to raise any objection thereto.

5. The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein and/or in the several Deeds of Transfer and/or in the Head Leases 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. The Maintenance Charges and proportionate Common Expenses shall be paid by the Assignee irrespective of whether or not the Assignee uses or is entitled to or is able to use any or all of the Common Areas and any non-user or non-requirement in respect of any Common Areas shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Assignee in respect of the said proportionate Common Expenses and/or Maintenance Charges.

7. All costs, charges and expenses relating to the formation including professional charges and functioning and upkeep of the Association shall be borne and paid by all Unit Assignees of the Buildings including the Assignee herein as determined by the Association, without any demur or delay.

8. Any association of whatsoever nature or nomenclature formed by any of the Unit Assignees without the participation of all Unit Assignees shall not be entitled to be recognised by the Transferors and shall not have any right to represent the Unit Assignees or to raise any issue relating to the Buildings or the Premises.

9. The Association, when formed, shall be owned and controlled by the Unit Assignees proportionately and all its decisions shall be by majority of votes according to proportionate interest and not number of members. The Unit Assignees (including the Assignee) 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 Head Leases and the several Deeds of Transfer executed/to be executed by the Transferors in favour of the Unit Assignees.

10. The Maintenance Charges and proportionate Common Expenses shall be paid by the Assignee irrespective of whether or not the Assignee uses or is entitled to or is able to use any or all of the Common Areas 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 Assignee in respect of the said proportionate Common Expenses and/or Maintenance Charges.

11. The certified copies of title deeds relating exclusively to the Premises that are available with the Transferors along with related documents and certified copy of Plans of the Buildings shall be handed over by the Transferors to the Association within 3 (three) months of handing over of maintenance of the Buildings to the Association.

12. After the maintenance of the Buildings is made over to the Association, the Association may either manage the maintenance of the Buildings 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 Transfer executed by the Transferors in favour of the Unit Assignees.

13. The Association shall, upon its formation, be entitled to all the rights with regard to the Common Areas/Purposes.

14. From the date of offering the handing over of maintenance to the Association, the Transferors shall not have any responsibility whatsoever regarding the Buildings 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, 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 Unit Assignees including the Assignee 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. The Unit Assignees including the Assignee and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire license etc. and the Transferors 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 Transferors and/or their directors, employees or agents shall not have any liability or responsibility whatsoever under any circumstance.

Part - IV

(Common Expenses)

1. **Association:** Establishment and all other capital and operational expenses of the Association.
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 Buildings.
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 Building Tax, Water Tax and other levies in respect of the Buildings and/or the Premises save those separately assessed on the Allottee.
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. **Management Fees**

10. **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.

11. **Sky Club:** The costs, charges and expenses relating to the Sky Club shall form part of the Common Expenses and be included in the Maintenance Charges payable by the Unit Assignees.

Part – V

(Mutation, taxes and impositions)

1. The Assignee shall apply for within 30 days from the date of execution of this Deed and obtain within six months thereafter, mutation, separation and/or apportionment of the said Apartment Unit in his own name as the assignee/sub-lessee thereof without in any way making or keeping the Transferors liable and/or responsible in this regard on any account whatsoever. The Transferors shall co-operate with the Assignee 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 Transferors 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 Assignee and in such an event be further entitled to recover all costs, charges and expenses, including professional fees therefor from the Assignee. All such amounts shall be paid and/or be payable by the Assignee within 30 (thirty) days of being called upon to do so. In the event of failure to do so, the Assignee 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 Buildings (**Impositions**) shall be proportionately borne by the Assignee.

4. Besides the amount of the Impositions, the Assignee shall also be liable to pay the penalty, interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (**Penalties**), proportionately or wholly, as the case may be.

5. The liability of payment by the Assignee of Impositions and Penalties in respect of the said Apartment Unit would accrue with effect from the date of issue 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 Assignee thereof from the Assignee.

Schedule–F

[Agreed Premium/Total Price]

Agreed Premium/Total Price for assignment 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 Block ____ measuring about _____ square feet Carpet Area corresponding to _____ square feet Built-up Area and mutually accepted by the parties to be equivalent to _____ square feet agreed Super Built-up Area in the Project named “**Orbit Lumiere**” constructed at Premises No. 58/3, Barrackpore Trunk Road, Police Station Sinthi (previously Cossipore), Kolkata 700002 (described in Schedule B above) and delineated on the Plan annexed hereto and bordered in **GREEN** colour thereon.

Together with an Open Terrace measuring about _____ square feet on the _____ floor of Block ____ attached and/or appurtenant to the said Apartment and delineated on the Plan annexed hereto and bordered in **BLUE** colour thereon.

Part-II

“said Car Parking Space”

ALL THAT the right to park medium sized car in:

- (i) _____ car(s) in the covered car parking space no. _____ in the ground floor of the Buildings;
- (ii) _____ car(s) in the open car parking space no. _____ in the open area surrounding or adjacent to the Buildings;
- (iii) _____ car(s) in the dependent covered car parking space no. _____;
- (iv) _____ car(s) in the Mechanical Car Parking System no. _____

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 Assignors/Sub-Lessors at Kolkata in the presence of :

Executed and Delivered by the Promoter
at Kolkata in the presence of :

Executed and Delivered by the Assignee
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 Assignee the within-mentioned sum of **Rs.**_____/- (Rupees _____ only) being the Agreed Premium/Total Price for assignment/sub-lease of the said Apartment Unit under these presents.

Witnesses:

DATED THIS DAY OF 2022
=====

BETWEEN

SUDARSHAN KUMAR MAHESWARI & ORS.
... ASSIGNORS/SUB-LESSORS

AND

ORBIT TIRUPATI TOWERS PRIVATE LIMITED
... PROMOTER

AND

... ASSIGNEE

DEED OF TRANSFER

Apartment no. _____
_____ Floor

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