

## CONVEYANCE

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

(1) **SMT. PRATIBHA SEN**, wife of Late Bijan Kumar Sen, by religion Hindu, by occupation \_\_\_\_\_, citizen of India, residing at 33 Jnan Goswami Sarani, Block F, Police Station New Alipore, Post Office New Alipore, Kolkata 700 053, having Income Tax Permanent Account Number AZQPS0901F and Aadhaar Number 258564669431, (2) **SANJAY KUMAR SEN**, son of Late Bijan Kumar Sen, by religion Hindu, by occupation \_\_\_\_\_, citizen of India, residing at at 33 Jnan Goswami Sarani, Block F, Police Station New Alipore, Post Office New Alipore, Kolkata 700 053, having Income Tax Permanent Account Number AUBPS6559B and Aadhaar Number 984959593142, (3) **SMT. SANJUKTA SEN**, wife of Late Ranjan Kumar Sen, by religion Hindu, by occupation \_\_\_\_\_, citizen of India, residing at 33 Jnan Goswami Sarani, Block F, Police Station New Alipore, Post Office New Alipore, Kolkata 700 053, having Income Tax Permanent Account Number AKOPS2977G and Aadhaar Number 579027540857, (4) **ANIRUDDHA SEN**, son of Late Ranjan Kumar Sen, by religion Hindu, by occupation \_\_\_\_\_, citizen of India, residing at 33 Jnan Goswami Sarani, Block F, Police Station New Alipore, Post Office New Alipore, Kolkata 700 053, having Income Tax Permanent Account Number COKPS7492N and Aadhaar Number 202306969078, (5) **SMT. TRIPTI SEN**, wife of Late Satyendra Kumar Sen, by religion Hindu, by occupation \_\_\_\_\_, citizen of India, residing at 33 Jnan Goswami Sarani, Block F, Police Station New Alipore, Post Office New Alipore, Kolkata 700 053, having Income Tax Permanent Account Number AKKPS7757A and Aadhaar Number 370200855973, (6) **MS. SREYASHI SEN**, daughter of Late Satyendra Kumar Sen, by religion Hindu, by occupation \_\_\_\_\_, citizen of India, residing at 33 Jnan Goswami Sarani, Block F, Police Station New Alipore, Post Office New Alipore, Kolkata 700 053, having Income Tax Permanent Account Number DWPPS8880A and Aadhaar Number 481826460315, (7) **RAJAT RAY**, son of Late Sumit Ray and Late Manjurini Ray, by religion Hindu, by occupation \_\_\_\_\_, citizen of India, residing at Apartment No. 26E, Tower IV, South City Residency, 375, Prince Anwar Shah Road, Police Station Jadavpur, Post Office Jodhpur Park, Kolkata 700 068, having Income Tax Permanent Account Number ACIPR4182Q and Aadhaar Number 6953 7800 8970, (8) **SMT. SUSHMITA RAY**, daughter of Late Pradyot Kumar Gupta and daughter-in-law of Late Manjurini Ray, by religion Hindu, by occupation \_\_\_\_\_, citizen of India, residing at \_\_\_\_\_, Police

Station \_\_\_\_\_, Post Office \_\_\_\_\_, Kolkata 700 \_\_\_\_\_, having Income Tax Permanent Account Number ATDPR7091N and Aadhaar Number 4015 6732 3837 and (9) **SMT. INDRANI DASGUPTA**, wife of Ashok Kumar Dasgupta, by religion Hindu, by occupation \_\_\_\_\_, citizen of India, residing at 33 Jnan Goswami Sarani, Block F, Police Station New Alipore, Post Office New Alipore, Kolkata 700 053, having Income Tax Permanent Account Number AEAPG9387C and Aadhaar Number 710980198359 all being represented by their Constituted Attorney Orbit Tirupati Towers Private Limited (previously known as Tirupati Tower Private Limited) having its registered office at 1, Garstin Place, Post Office General Post Office Kolkata, Police Station Hare Street, Kolkata 700 001 and Income Tax Permanent Account Number AABCT0495N represented by one of its Directors \_\_\_\_\_, son of \_\_\_\_\_, by religion Hindu, by occupation Businessman, citizen of India, residing at \_\_\_\_\_, Police Station \_\_\_\_\_, Post Office \_\_\_\_\_, Kolkata 700 \_\_\_\_\_, having Income Tax Permanent Account Number \_\_\_\_\_ and Aadhaar Number \_\_\_\_\_ by virtue of (i) Power of Attorney dated 27<sup>th</sup> August, 2018 registered at the office of the Additional Registrar of Assurance III, Kolkata in Book No. IV, Volume No. 1903-2018, Pages 153230 to 153273, Being No. 190305384 for the year 2018 and (ii) Power of Attorney dated 17<sup>th</sup> February, 2022 registered at the office of the District Sub-Registrar I, South 24 Parganas in Book No. I, Volume No. 1602-2022, Pages 89924 to 89950, Being No. 160201949 for the year 2022 of the **First Part**;

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 one of its Directors \_\_\_\_\_, son of \_\_\_\_\_, by religion Hindu, by occupation Businessman, citizen of India, residing at \_\_\_\_\_, Police Station \_\_\_\_\_, Post Office \_\_\_\_\_, Kolkata 700 \_\_\_\_\_, having Income Tax Permanent Account Number \_\_\_\_\_ and Aadhaar Number \_\_\_\_\_ of the **Second Part**;

3.3 **Purchaser:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ of the **Third Part**.

3.4 The term “Owners” shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, successors,

executors, administrators, legal representatives and assigns. 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 “**Vendors**” shall mean jointly the Owners 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. The term “**Promoter/Owners**” and/or the term “**concerned Vendor**” shall mean and refer to the Promoter in respect of the Apartment Units comprised in the Promoter’s Area and shall mean and refer to the Owners in respect of the Apartment Units comprised in the Owners’ Area. The Vendors and the Purchaser shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.
- 3.6 The term “**Purchaser**” shall mean and include:
- (a) If he/she be an individual, then the heirs, successors, executors, administrators, legal representatives and assigns of such individual.
  - (b) If it be a Hindu Undivided Family, then the members of such Hindu Undivided Family from time to time and their respective heirs, successors, executors, administrators, legal representatives and assigns.
  - (c) If it be a Company or a Limited Liability Partnership, then its successor or successors-in-interest and assigns.
  - (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:

1. “**Act**” means the Real Estate (Regulation and Development) Act, 2016;
2. “**Additional/Further Constructions**” shall mean all future vertical and exploitation of the Building and/or the Premises by way of additional/further construction in the Premises including by raising of any additional floor/storey/construction over the roof of the Building (including the Common Roof Area) and/or by way of construction of additional buildings/structures in the open land/spaces in the Premises that may be made by the Promoter and such Additional/Further Constructions may be made from time to time and the

owners and occupiers thereof shall have similar rights as the Purchaser herein in respect of the Common Areas;

3. **“Agreed Consideration/Total Price”** shall mean the consideration mentioned in **Schedule F** that has been paid by the Purchaser for acquiring the said Apartment Unit based on the carpet area thereof (excluding Goods and Services Tax and cess or any other similar taxes in connection with the construction of the Project, by whatever name called which has been paid / is payable additionally by the Purchaser, as applicable from time to time);
4. **“Agreement”** shall mean the Agreement for Sale dated [REDACTED] registered at the office of the [REDACTED] in Book No. I, Volume No. [REDACTED], Pages [REDACTED] to [REDACTED], Being No. [REDACTED] for the year [REDACTED] entered into between the Parties;
5. **“Apartment”** shall mean any residential apartment (including the servant quarter, if any, appurtenant thereto) and/or any other covered space in the Building which is capable of being exclusively owned, used and/or enjoyed;
6. **“Apartment Owners”** shall, according to the context, mean all purchasers and/or intending purchasers of different Apartments in the Building and shall also include the Promoter/Owners (and their transferees) 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 Promoter/Owners;
7. **“Apartment Unit”** shall mean any residential Apartment (including the servant quarter, if any, appurtenant thereto) and/or any other covered space in the Building which is capable of being exclusively owned, used and enjoyed by any Apartment Owner, the right, if any, to park car(s) in Car Parking Space(s) and the right to use and enjoy the Common Areas in common;
8. **“Architects”** shall mean SDB Architects of Kolkata who have been appointed as the architects for the Project by the Promoter and/or such other Architects whom the Promoter may from time to time appoint as the Architects for the Project;
9. **“Association”** shall mean the Association to be formed under the West Bengal Apartment Ownership Act, 1972 which would comprise the Vendors and the representatives of all the Apartment Owners and which shall be formed or incorporated for the Common Purposes with such rules and regulations as shall be framed by the Promoter;
10. **“Building”** shall mean the new building and other constructions that have been constructed on the Premises by the Promoter in terms of the Plans and shall also mean Additional/Further Constructions that may be constructed on the Premises by the Promoter from time to time wherever the context so permits;

11. **“Built-Up Area”** in relation to an Apartment shall mean the plinth area of that Apartment (including the area of bathrooms, balconies, and servant quarter, if any, appurtenant thereto) and also the thickness of the walls (external and internal), the columns and pillars therein, provided that, if any wall, column or pillar be common between two Apartments then 1/2 (one-half) of the area under such wall, column or pillar shall be included in each Apartment;
12. **“Carpet Area”** shall have the meaning as ascribed to it under the Act;
13. **“Car Parking Spaces”** shall mean the spaces for parking medium sized cars earmarked by the Promoter on the ground floor of the Building as also in the open space surrounding or adjacent to the Building as also in the Mechanical Car Parking System in the covered area on the ground floor;
14. **“Common Areas”** shall mean the common areas, facilities and installations in the Building and the Premises for common use and enjoyment of the Apartment Owners and which are mentioned in **Schedule C** hereto;
15. **“Common Expenses”** shall mean all costs and expenses mentioned in **Part IV of Schedule E** for the management, maintenance and upkeep of the Building, the Mechanical Car Parking System, the Common Areas and the expenses for Common Purposes;
16. **“Common Purposes”** shall include the purpose of managing and maintaining the Premises, the Building, the Mechanical Car Parking System and in particular the Common Areas, rendition of services in common to the Apartment Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Apartment Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas in common;
17. **“Common Roof Area”** shall mean only the specified and demarcated portion / area of the ultimate roof of the Building delineated in **RED** borders in the **Roof Plan** annexed hereto along with the Lift Machine Room and the water tank thereon, which only shall form part of the Common Areas;
18. **“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;
19. **“Date of Possession”** shall mean the date on which the Purchaser was handed over possession of the said Apartment or the date of this Deed, whichever is earlier;

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20. **“Development Agreement(s)”** shall mean and include the agreements and documents executed from time to time by and between the Owners and the Promoter relating to development of the Premises including (i) the Development Agreement dated 27<sup>th</sup> August, 2018 registered at the office of the Additional Registrar of Assurance I, Kolkata in Book No. I, Volume No. 1901-2018, Pages 279792 to 279850, Being No. 190106705 for the year 2018 executed by and between the Owner Nos. 1 to 6, 9 and Smt. Manjurini Ray and the Promoter and (ii) the Supplementary Development Agreement dated 17<sup>th</sup> February, 2022 registered at the office of the District Sub-Registrar I, South 24 Parganas in Book No. I, Volume No. 1602-2022, Pages 89901 to 89923, Being No. 160201940 for the year 2022 executed by and between the Owner Nos. 7 and 8 and the Promoter 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, letters, etc.;
  21. **“Exclusive Private Roof Area”** shall mean the demarcated portion of the roof of the Building over Duplex Apartment Nos. [REDACTED] and [REDACTED] of the Building and appurtenant to Duplex Apartment Nos. [REDACTED] and [REDACTED] of the Building and delineated in **BLUE** borders in the **Roof Plan** annexed hereto in respect of which only the owners and occupants (along with their guests and visitors) of Duplex Apartment Nos. [REDACTED] and [REDACTED] of the Building shall have Exclusive Private Roof Area Rights and in respect of which the Purchaser, other Apartment Owners and/or occupants of the Building shall have no right, title, interest, claim or entitlement whatsoever and shall not be entitled to claim any right, title, interest, claim or entitlement whatsoever;
  22. **“Exclusive Private Roof Area Rights”** shall mean the exclusive right and entitlement of use and enjoyment of the Exclusive Private Roof Area by the owners and occupants (along with their guests and visitors) of Duplex Apartment Nos. [REDACTED] and [REDACTED] of the Building including beautifying and landscaping the same, making private roof garden, making installations, erections and constructions permissible in law, etc. together with the right to transfer such rights and entitlements;
  23. **“Maintenance Agency”** shall mean the Promoter itself or any agency appointed by the Promoter for maintenance and shall mean the Association after it is handed over the maintenance of the Building and Common Areas;
  24. **“Maintenance Charges”** shall mean the proportionate amount of Common Expenses payable monthly by the Purchaser to the Maintenance Agency;
  25. **“Mechanical Car Parking System”** shall mean the mechanical car parking system installed in the covered area on the ground floor comprising of separate sets for parking cars, each set having 2 levels for parking of 2 cars (1 above and 1 below), and each set may be allotted to 2 different Apartment Owners to be used by them in co-operation and co-ordination with each other and the

term Mechanical Car Parking System shall mean and include Dependent or Stack Car Parking System as also all equipment, appliances, accessories thereof and the electricity and other connections thereto;

26. **“Owners’ Area”** shall mean the areas to which the Owners are entitled to under the Development Agreement;
27. **“Plan/Plans”** shall mean the plans of the Building which have been sanctioned and approved by the Kolkata Municipal Corporation bearing Building Permit No. 2022100079 dated 9<sup>th</sup> July, 2022 and/or which may be finally revised/approved/sanctioned/regularised by the Corporation and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architects including variations/modifications/alterations/changes therein that may be made by the Promoter, if any, as well as all revisions, renewals and extensions thereof, if any;
28. **“Power(s) of Attorney”** shall mean and include all powers and authorities executed and/or granted by the Owners in favour of the Promoter from time to time relating to development of the Premises including the Power of Attorney dated 27<sup>th</sup> August, 2018 registered at the office of the Additional Registrar of Assurance III, Kolkata in Book No. IV, Volume No. 1903-2018, Pages 153230 to 153273, Being No. 190305384 for the year 2018 executed by the Owner Nos. 1 to 6, 9 and Smt. Manjurini Ray in favour of the Promoter and the Power of Attorney dated 17<sup>th</sup> February, 2022 registered at the office of the District Sub-Registrar I, South 24 Parganas in Book No. I, Volume No. 1602-2022, Pages 89924 to 89950, Being No. 160201949 for the year 2022 executed by the Owner Nos. 7 and 8 in favour of the Promoter and shall also include all modifications, alterations and changes, if any, made and/or that may be made therein from time to time;
29. **“Premises”** shall mean the said Land described in Schedule B hereto measuring about 8.74 Cottahs more or less situate, lying at and being Premises No. 33, Jnan Goswami Sarani, Block F (earlier known as 104B, Block F), Police Station New Alipore, Kolkata 700 053 under Ward No. 81 of the Kolkata Municipal Corporation and shall also include, wherever the context permits, the Building and Common Areas constructed thereon;
30. **“Project”** shall mean the development and construction at the Premises by the Promoter from time to time and shall include the Building (including Additional/Further Constructions) that have been and/or may be constructed thereat;
31. **“Promoter’s Area”** shall mean the areas to which the Promoter is entitled to under the Development Agreement;

32. **“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 Building;
33. **“Regulations”** means the Regulations that may be made under The Real Estate (Regulation and Development) Act, 2016 applicable to West Bengal;
34. **“Rules”** means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
35. **“Said Apartment”** shall mean the Apartment (including the servant quarter appurtenant thereto) described in **Part I of Schedule G** hereto;
36. **“Said Apartment Unit”** shall mean the said Apartment, the said Car Parking Space, (if any) and the right to use and enjoy the Common Areas in common;
37. **“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;
38. **“Said Land”** shall mean the land measuring about 8.74 Cottahs more or less comprised in the Premises and morefully described in **Schedule B**;
39. **“Section”** means a section of the Act;
40. **“Super Built-Up Area”** of the said Apartment Unit has been mutually agreed to be calculated by adding (i) the built-up area of the said Apartment (including the built up area of the servant quarter) and (ii) an agreed fixed percentage of 33 per cent of the built up area of the said Apartment (including the built up area of the servant quarter);
41. **“Masculine Gender”** including the pronouns referring thereto shall include the **feminine** and **neuter** gender and vice versa;
42. **“Singular Number”** shall include the **plural number** and vice versa;
5. **Subject Matter of Sale:**

Sale on ownership basis of the said Apartment Unit (described in **Schedule-G**) at Municipal Premises No. 33, Jnan Goswami Sarani, Block F (earlier known as 104B, Block F), Police Station New Alipore, Kolkata 700 053 under Ward No. 81 of the Kolkata Municipal Corporation, described in **Schedule-B (Premises)** subject to the mutual easements and restrictions mentioned in this Deed including in **Schedule-D** hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in **Clause 7.1, Clause 7.3 and Schedule-E**.



**6. Background:**

- 6.1 The Owners are the absolute and lawful owners of the Premises described in **Schedule B** hereto. The devolution of the title of the Owners in respect of the Premises is mentioned in **Schedule-A (Title)**.
- 6.2 The Owners have entered into the Development Agreement(s) with the Promoter for the development of the Premises. Pursuant to the Development Agreement(s), the Power(s) of Attorney have been executed by the Owners in favour of the Promoter herein.
- 6.3 The said Land is earmarked for the purpose of building a residential multi-storied building and the Project has been named "**ORBIT FLORA**".
- 6.4 The Promoter has got the Plans sanctioned by the Corporation and has constructed and completed the Building at the Premises and pursuant to the same Completion Certificate dated \_\_\_\_\_ has been issued by the Corporation.
- 6.5 The Project has been registered under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata on \_\_\_\_\_ under registration number \_\_\_\_\_.
- 6.6 The said Apartment Unit is comprised in the Promoter's Area and accordingly the entire consideration for the same is receivable by the Promoter.
- 6.7 By and under the Agreement, it was agreed that the said Apartment Unit would be sold, conveyed and transferred by the Vendors to the Purchaser at and for the Agreed Consideration/Total Price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) on the terms and conditions contained therein. In the Agreement, Carpet Area of \_\_\_\_\_ square feet and Built up Area of \_\_\_\_\_ square feet was mentioned in respect of the said Apartment and corresponding Super Built-up area of \_\_\_\_\_ square feet was mutually agreed and accepted by the parties. Upon construction, the said Apartment contains Carpet Area of \_\_\_\_\_ square feet and Built up Area of \_\_\_\_\_ square feet and the parties have mutually agreed and accepted Super Built-up area of \_\_\_\_\_ square feet corresponding to the same. Accordingly, due to the increase in Carpet Area, the consideration of Rs. \_\_\_\_\_/- mentioned in the Agreement has been proportionately increased to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only). The said Apartment Unit is more fully and particularly mentioned and described in **Schedule G** hereto with the aforesaid change of final increased measurement.

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

7. **Now this Indenture witnesses:**

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

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

- (a) The said Apartment described in **Part-I of Schedule-G (said Apartment)**.

- (b) Right to park medium sized car(s) in the said Car Parking Space described in **Part-II of Schedule-G (said Car Parking Space)**.
  - (c) Right to use and enjoy the Common Areas described in **Schedule-C** hereto in common subject to making timely payment of the Maintenance Charges, Corporation taxes and other liabilities and the rights and entitlements of common use and enjoyment of the Apartment Owners and/or occupiers of the other portions of the Building in respect of the same.
2. The term '**the said Apartment Unit**' wherever used in this Deed shall include all the properties and rights mentioned in **Clause 7.1.1** hereinbefore which are being hereby sold and/or granted, unless contrary to the context and it is expressly made clear that the same constitute one residential unit. Notwithstanding anything to the contrary contained elsewhere it is hereby expressly agreed that the Agreed Consideration has been mutually agreed upon on the basis of the Carpet Area of the said Apartment Unit. It is clarified that the Super Built-up Area is a notional area for calculation of Maintenance Charges, Common Expenses, etc. and has no connection with the Agreed Consideration and/or the Additional Liabilities and Deposits mentioned in the Agreement and that any variation in the Super Built-up Area due to variation in the Proportionate share shall not affect the Agreed Consideration and/or the Additional Liabilities and Deposits mentioned in the Agreement and no claim can be raised regarding the same by the Purchaser and the Purchaser shall not be entitled to and covenants not to demand any refund out of the Agreed Consideration and/or the Additional Liabilities and Deposits mentioned in the Agreement paid by the Purchaser on the ground of or by reason of any variation of the Super Built-up Area due to variation in the Proportionate share.
3. Neither any of the following is intended to be transferred nor the same shall be transferred in favour of the Purchaser:
- (i) open and covered spaces in the Building and the said Land not included in the Common Areas mentioned in **Schedule C**;
  - (ii) other Apartments, Apartment Units and Car Parking Spaces in the Building (except the right to park medium sized car(s) in the said Car Parking Space) and/or the Premises;
  - (iii) 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 roof of the Building including the

Common Roof Area or right of installation of any mechanical car parking system on any part of the Premises; and

(iv) Exclusive Private Roof Area Rights in respect of the Exclusive Private Roof Area belonging exclusively to the owners and occupants (along with their guests and visitors) of Duplex Apartment Nos. \_\_\_\_ and \_\_\_\_ of the Building.

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

4. Notwithstanding anything to the contrary contained elsewhere, it is clarified that the Vendors shall continue to be entitled to use and utilise the Common Areas mentioned in **Schedule-C** hereto.
5. The proportionate share of the Purchaser in respect of any matter referred to under this Deed shall be such as may be determined by the Promoter from time to time and the Purchaser agrees, undertakes and covenants to accept the same notwithstanding variations.
6. The Proportionate share of the Purchaser shall be variable depending on Additional/Further Constructions, if any, made by the Promoter from time to time and the Purchaser hereby irrevocably consents to the same. Any such variation shall not affect the Total Price / Agreed Consideration and no claim can be raised regarding the same by the Purchaser and the Purchaser shall not be entitled to and covenants not to demand any refund out of the Total Price / Agreed Consideration paid by the Purchaser on the ground of or by reason of any variation of the Proportionate share.
7. The Promoter shall be entitled at all times to install, display and maintain its name and/or logo on the roof (including Common Roof Area) of the Building and/or other areas in the Building and/or the Premises by putting up hoardings, display signs, neon-signs, lighted displays, etc. without being required to pay any charges for the same, and no one including the Apartment Owners and the Association shall be entitled to object or to hinder the same in any manner whatsoever.
8. The Purchaser shall be entitled to occupy, possess, use and enjoy the

said Apartment Unit in the manner not inconsistent with the Purchaser's rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Apartment Owner and/or the Vendors.

9. Only the Common Roof Area shall be meant for common use and form part of the Common Areas. The Common Roof Area includes the areas of the lift Machine Room and water tank and shall be used for any common installations and facilities as may be necessary from time to time as also for fire refuge area on the roof, if required. The Common Roof Area shall be maintained by the Maintenance Agency and costs of the same shall form part of the Common Expenses. Antenna may be installed only on the portion of the Common Roof Area above the lift Machine Room and water tank.
10. Besides the additions and alterations permissible under the Act and/or the Rules, the Purchaser has irrevocably consented to and/or hereby irrevocably consents that the Promoter may make modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the Building, the Common Areas and/or the ground floor layout made and/or to be made by the Promoter and/or 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 Purchaser 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 Purchaser has consented to and/or hereby consents to the same and this is and shall be deemed to be the previous written consent of the Purchaser in terms of the Act. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total number of Common Areas mentioned in Schedule C shall not be reduced to the detriment of the Purchaser.
11. The Purchaser 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 roof of the Building (including the Common Roof Area) and/or by way of construction of additional buildings/structures in the open land/spaces in the Premises and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Building and/or the Common Areas and such future Additional/Further Constructions/exploitation shall belong exclusively to the Vendors who shall be entitled to sell, transfer, convey and/or otherwise deal with and dispose of the same in any

manner whatsoever and appropriate all considerations and other amounts receivable in respect thereof. For the aforesaid purpose the Promoter is entitled to shift any part of the Common Areas (including common areas and installations, lift machine rooms and water tanks and the Common Roof Area) to the ultimate roof and also to make available the Common Areas and all utility connections and facilities to the Additional/Further Constructions. The 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 Vendors have an irrevocable sole right in respect of the same and the Purchaser has irrevocably consented and/or hereby irrevocably consents to the same. It is agreed that such modifications, additions and/or alterations shall not affect the Agreed Consideration / Total Price and that the total number of Common Areas mentioned in Schedule 'C shall not be reduced to the detriment of the Purchaser.

12. Notwithstanding anything to the contrary contained elsewhere it is hereby made clear that any area not included in the Common Areas that remains unsold shall belong exclusively to the Vendors and the Vendors shall be entitled to deal with and dispose of the same in any manner they deem fit and appropriate the consideration for the same.
13. Non-enforcement of any right by the Vendors or any indulgence granted by the Vendors to the Purchaser or any other Apartment Owner shall not amount to any waiver of any of the rights of the Vendors.
14. If at anytime there be demand, imposition of or enhancement of any tax, duty, levy, cess, surcharge or fee (including Goods & Services Tax) under any statute or regulation on the Premises, the Building and/or the said Apartment Unit or on the construction or transfer of the said Apartment Unit or any portion thereof in accordance with law (whether payable to the concerned authority by the Vendors or the Purchaser) the same shall be borne and paid by the Purchaser, wholly in respect of the said Apartment Unit and proportionately in respect of the Premises, the Building and the Common Areas, without raising any objection thereto. The Vendors shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Purchaser shall make such payment within 7 (seven) days of demand being made by the Vendors and/or the concerned authority. It is expressly agreed that the same shall be the liability of the Purchaser and the Vendors shall be entitled to recover the same from the Purchaser and the Promoter and/or the Owners shall be entitled to recover the same from the Purchaser if any such payment is made by the Promoter and/or the Owners for any reason.
15. In respect of any of the rights or obligations of the Vendors or any of

them as against or towards the Purchaser, it shall be sufficient if anyone or both of the Vendors take any steps and/or issue notices regarding the same and it shall not be necessary for all the Vendors to take any step jointly. It shall however be necessary for the Purchaser to give notice and deal with each of the Vendors herein individually and separately.

- 7.1.16 The Purchaser shall be entitled To Have And To Hold the said Apartment Unit hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever in the manner not in consistent with the rights of the Purchaser hereunder and subject to the Purchaser not committing any breach, default or violation and subject to the Purchaser not creating any hindrance relating to the rights and/or entitlements of any other Apartment Owner and/or the Vendors.
- 7.1.17 The sale of the said Apartment Unit is together with and subject to the mutual easements and restrictions mentioned in this Deed including in **Schedule-D** hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in **Clause 7.1, Clause 7.3** and **Schedule-E** hereto, which shall be covenants running with the said Apartment Unit in perpetuity.
- 7.1.18 Notwithstanding anything to the contrary contained elsewhere in this Deed or otherwise it is hereby expressly agreed and made clear as follows:
- (a) The open and covered Car Parking Spaces sanctioned by the Corporation are meant to be used only for parking cars by the Purchasers of this Project only.
  - (b) The total number of open and covered Car Parking Spaces in the Project exceeds the total number of Apartments in the Project. The sizes of the Apartments are different and the car parking space requirement of the Purchasers also varies.
  - (c) For the sake of certainty and clarity and to avoid any confusion, specified car parking spaces are being earmarked and allotted along with specified Apartments so that the same cars are parked in the same space every day.
  - (d) Accordingly, at the request of the Purchaser, the Promoter has allotted the said Car Parking Space for exclusive use by the Purchaser.
  - (e) It is expressly made clear that only right of use is being granted in respect of the said Car Parking Space and no sale is being made.
19. The Vendors shall upon receipt of a written request from the Association (upon formation) execute a Deed of Transfer of undivided proportionate title in the Common Areas including the said Land in

favour of the Association in the manner agreed upon. Such Deed of Transfer shall be prepared and finalized by the Promoter. The stamp duty and registration fees for registration of such Deed of Transfer shall be payable by the Association without any amount being required to be contributed by the Vendors.

2. **Covenants of the Vendors:**

7.2.1 The Owners hereby covenant with the Purchaser that they:

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

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

7.2.3 The Promoter hereby covenants with the Purchaser that the Promoter is entitled to transfer its rights in respect of the said Apartment and shall keep the Purchaser 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.

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

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

7.3 **Covenants of the Purchaser:**



1. The Purchaser agrees, undertakes and covenants to:
  - (a) perform, observe and comply with all the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in particular in **Clause 7.1, Clause 7.3 and Schedule-E**;
  - (b) pay wholly in respect of the said Apartment Unit and proportionately in respect of the Premises and the Building, the Common Expenses, Maintenance Charges, electricity charges and all levies, duties, cess, charges, surcharges, rates, taxes and outgoings including, but not limited to Corporation taxes, sales tax, GST, Works Contract Tax, betterment and/or development charges under any statute, rule or regulation, etc. that may be and/or become payable at any time (including enhancements thereto and/or new imposition) in accordance with law relating to the construction, transfer, ownership and/or maintenance of the said Apartment Unit and/or relating to the Agreement and/or this Deed of Conveyance without raising any objection thereto, within 7 (seven) days of demand being made and the Vendors shall not be liable for the same under any circumstance;
  - (c) regularly and punctually pay and contribute all costs and expenses for the utilities and facilities provided and/or obtained in the said Apartment Unit and ensure that those to the other Apartments are not adversely affected by any acts or defaults of the Purchaser;
  - (d) not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the completion of the Building and/or the transfer, sale or disposal of any other Apartment or portion of the Building. In default, the Purchaser shall be responsible and liable for all losses and damages which the Vendors may suffer in this regard;
  - (e) not raise any objection or make any claim against the Vendors regarding the construction and/or the completion of the Building and/or the said Apartment Unit or regarding the already verified calculation of Carpet Area, Built-up Area and/or the mutually agreed Super Built-up Area of the said Apartment Unit and/or regarding any of the matters/items mentioned in **Clause 6.8** hereinbefore;
  - (f) not question the quantum or apportionment of the Common Expenses mentioned in **Part-IV** of **Schedule-E** hereto (**Common Expenses**) or the basis thereof or any other matter;
  - (g) not object and/or cause any inconvenience, hindrance, objection or disturbance to the user of the Common Areas (mentioned in

**Schedule-C)** by the Vendors / Apartment Owners/ tenants/ occupants of other Apartments;

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

(i) not raise any objection or claim against the Vendors or create any hindrance or obstruction in relation to the rights and entitlements of the Vendors 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 and 7.1.15;

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

(k) apply for mutation to the Corporation within 30 days from the date of this Deed and take all necessary steps and get the said Apartment Unit mutated in his name and/or separately assessed by the Corporation at his own costs within 3 (three) months thereafter;

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

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

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

2. The Purchaser agrees covenants and undertakes to make payment of all his dues under this Deed and to comply with and/or perform all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Purchaser in pursuance of this Deed or otherwise required by law.

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

partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

- 7.3.7 The Purchaser undertakes, assures and guarantees that he/she would not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Premises, Building therein or the Common Areas. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the said Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall including the outer and load bearing wall of the said Apartment.
- 7.3.8 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or Maintenance Agency. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

4. **Completion of Construction and Possession:**

- 4.1. The Completion Certificate has been issued by the Corporation and the concerned Vendor has on or before the execution of this Deed handed over to the Purchaser, physical possession of the said Apartment Unit. The Purchaser has taken possession of the said Apartment after inspection and fully satisfying himself in all respects including the Plans sanctioned by the Corporation, the actual construction of the Building, the Common Areas and the said Apartment made by the Promoter (including the quality and specifications thereof, the Carpet Area, the Built-Up Area and the agreed Super Built Up area of the said Apartment, the workmanship, specifications, quality of materials used and the structural stability of the Building) and confirms that the Vendors have complied with all their obligations including those under the Act and that the Purchaser has no claim of whatsoever nature against the Vendors or any of them on any account whatsoever. The Purchaser agrees, undertakes and covenants not to make any claim or raise any dispute whatsoever against the Vendors or any of them under any circumstances whatsoever.
- 4.2. On and from the date of this Deed, the Purchaser is responsible for the internal security of the said Apartment Unit and all articles, things,

property and belongings within the same and to protect the same from any theft, loss, damage or destruction and to protect against any bodily injury or casualty to any person on account of any cause whatsoever. The Vendors shall not have any responsibility or liability whatsoever in this regard.

### **Schedule-A**

#### **(Title)**

- A. By and under an Indenture of Conveyance dated 7<sup>th</sup> August, 1951 made between Hindusthan Co-Operative Insurance Society Limited (therein referred to as the Vendor Society), Hindusthan Building Society Limited (therein referred to as the Confirming Society) and Sisir Kumar Sen (therein referred to as the Purchaser) registered at the office of the Sadar Joint Sub Registrar of Alipore in Book No. I, Volume No. 73, Pages 172 to 178, Being No. 5186 for the year 1951 the said Sisir Kumar Sen purchased All That the piece or parcel of revenue free land being Plot No. 104/B, Block No. F of the Vendor Society's New Alipore Development Scheme No. XV measuring 8.74 Cottahs be the same a little more or less lying at and being a portion of Port Commissioners' surplus lands purchased by the Vendor Society and lying between Diamond Harbour Road and Tolly's Nullah in Thana Alipore, Registration District Alipore, District – 24 Parganas within the Municipal limits of the Corporation of Calcutta (being the said Land).
- B. The said Sisir Kumar Sen caused to be constructed and built a Dwelling House comprising of a Main Building and an Annexe Building on the said Land pursuant to and in terms of building plan sanctioned by the Calcutta Municipal Corporation.
- C. The said Sisir Kumar Sen died on 27<sup>th</sup> December, 1996 after publishing his Last Will dated 10<sup>th</sup> October, 1996 whereunder he gave, devised and bequeathed the said Land and the Dwelling House thereon comprising of a Main Building and an Annexe Building in the manner mentioned in the said Last Will dated 10<sup>th</sup> October, 1996 and appointed his son Bijan Kumar Sen and his son-in-law Ashok Dasgupta as the Executors. The relevant portion of the said Last Will dated 10<sup>th</sup> October, 1996 wherein the said Land and the Dwelling House comprising of a Main Building and an Annexe Building have been bequeathed is set out below:

*“After purchasing being Plot No. P-104/B, Block No. F, New Alipore, I had a two storied house built thereon and occupied the same in May, 1952. I also had a separate garage block capable of housing two cars built at the same time. After retiring in 1963, I had the third storey*

*constructed along with some extensions at the back (north-east side) for dressing rooms, bath rooms, verandah, and stairs connecting the main building with the roof of the garage block. In 1991, I received my share of the sale proceeds of my father's house at 48, Hanuman Road, New Delhi and then thought of constructing flats at the back for my two daughters. I had the plan sanctioned by Calcutta Municipal Corporation in 1993, the plan involved the demolition of garage block and the extensions at the back which had been made in 1963 – 1964 and the incorporation of the north-east living room of each of the three floors of older building into the new flats. Work in accordance with the plan was started in January, 1994 and the flats were fit for occupation by the end of the year. My daughters with their families moved into their flats in July, 1995. My sons occupy and will continue to occupy the floors that they are occupying: Ranjan of the ground floor, Bijan of the first floor and Satyendra of the second floor of the older building less the north-east living rooms; Manjarini of the second floor flat of the new construction and a living room and bath room on the roof of the older construction; Indrani of the first floor of the new construction with the ground floor north-east living room of the older construction; and both shall be in common possession of the ground floor reception rooms and stairs, and the rooms in the mezzanine floor as servants' living rooms and both rooms and wash and store rooms.*

*Under the mezzanine floor is the garage space where my sons and daughters will by amicable arrangement keep their cars and use the space for various functions on dates fixed by mutual arrangement.*

*The Municipal tax payable for all the flats will be shared equally by my five heirs with effect from first quarter of 1996 – 97; the assessment will remain in my name during my lifetime. Thereafter my sons and daughters will become full owners of their flats; they will get the flats registered in their separate names and have separate assessments and will pay their separate assessments.*

*None of the owners of the flats shall be entitled to sell or let out his or her flat without the consent of all the owners so long as any of my direct heirs survive. Each flat owner shall bear the cost of maintenance of his or her flat work like painting or white washing the outer sides of the walls if done by the same mistri shall be shared according to the area belonging to the sons or the daughters; that is for work done outside the part of the building belonging to the sons, the sons shall be responsible and they will each bear one third of the total cost for which the sons are liable and the daughters will each bear one half of the cost for which they are liable.”*

- D. Probate dated 17<sup>th</sup> April, 1999 was granted by the Hon'ble High Court at Calcutta in respect of the said Last Will dated 10<sup>th</sup> October, 1996 in

P. L. A. No. 58 of 1999 to the said Bijan Kumar Sen and Ashok Dasgupta.

- E. The said Satyendra Kumar Sen died intestate on 27<sup>th</sup> November, 1998 leaving behind his wife Mrs. Tripti Sen (being the Owner No. 5 herein) and his daughter Ms. Sreyashi Sen (being the Owner No. 6 herein) as his only heirs and legal representatives who accordingly inherited and became the absolute lawful owners of the portion of the property bequeathed to the said Satyendra Kumar Sen under the said Last Will dated 10<sup>th</sup> October, 1996.
- F. The said Ranjan Kumar Sen died intestate on 31<sup>st</sup> March, 2010 leaving behind his wife Mrs. Sanjukta Sen (being the Owner No. 3 herein) and his son Aniruddha Sen (being the Owner No. 4 herein) as his only heirs and legal representatives who accordingly inherited and became the absolute lawful owners of the portion of the property bequeathed to the said Ranjan Kumar Sen under the said Last Will dated 10<sup>th</sup> October, 1996.
- G. The said Bijan Kumar Sen died intestate on 6<sup>th</sup> May, 2013 leaving behind his wife Mrs. Pratibha Sen (being the Owner No. 1 herein) and his son Sanjay Sen (being the Owner No. 2 herein) as his only heirs and legal representatives who accordingly inherited and became the absolute lawful owners of the portion of the property bequeathed to the said Bijan Kumar Sen under the said Last Will dated 10<sup>th</sup> October, 1996.
- H. The said Smt. Manjurini Ray died intestate on 28<sup>th</sup> April, 2021 leaving behind her two sons Rana Ray and Rajat Ray (being the Owner No. 7 herein) as her only heirs and legal representatives who accordingly inherited and became the absolute lawful owners of the portion of the property bequeathed to the said Smt. Manjurini Ray under the said Last Will dated 10<sup>th</sup> October, 1996.
- I. By and under the following 2 Deeds of Gift the said Rana Ray gifted his undivided 50 percent share in All That the Flat on the 2<sup>nd</sup> Floor of the Annexe Building at the said Land admeasuring 1722 square feet including a living room and a bath room on the roof of the Front Building together with two servants quarters and two store rooms on the mezzanine floor (between the ground floor and the first floor) of the Annexe Building together with undivided proportionate impartible share in the said Land attributable to the said Flat together with all common parts and portions forming part of the said Land and/or the right, title, interest and entitlements in the said Land (“the said Flat Unit”) (being the property bequeathed to the said Smt. Manjurini Ray under the said Last Will dated 10<sup>th</sup> October, 1996) to the said Rajat

Ray (being the Owner No. 7 herein) and Smt. Sushmita Ray (being the Owner No. 8 herein):

- (i) Deed of Gift dated 15<sup>th</sup> February, 2022 registered at the office of the District Sub-Registrar I, South 24 Parganas in Book No. I, Volume No. 1602-2022, Pages 87215 to 87239, Being No. 160201869 for the year 2022 in favour of the Owner No. 8 herein in respect of an undivided 80 percent of his undivided 50 percent share in the said Flat Unit.
- (ii) Deed of Gift dated 15<sup>th</sup> February, 2022 registered at the office of the District Sub-Registrar I, South 24 Parganas in Book No. I, Volume No. 1602-2022, Pages 85288 to 85313, Being No. 160201870 for the year 2022 in favour of the Owner No. 7 herein in respect of an undivided 20 percent of his undivided 50 percent share in the said Flat Unit.
- J. Accordingly, the Owners herein are the absolute lawful owners and seized and possessed of and/or otherwise fully and sufficiently entitled to the said Land/Premises.
- K. The said Plot No. 104/B, Block No. F, New Alipore has been subsequently renamed and renumbered as Premises No. 33, Jnan Goswami Sarani, Kolkata.
- L. The said Land/Premises is mutated in the names of the said Smt. Pratibha Sen (being the Owner No. 1 herein), Sanjay Kumar Sen (being the Owner No. 2 herein), Smt. Sanjukta Sen (being the Owner No. 3 herein), Aniruddha Sen (being the Owner No. 4 herein), Smt. Tripti Sen (being the Owner No. 5 herein), Ms. Sreyashi Sen (being the Owner No. 6 herein), Smt. Manjurini Ray (since deceased and being the predecessor-in-interest of the Owner Nos. 7 and 8 herein) and Smt. Indrani Dasgupta (being the Owner No. 9 herein) under the following Assessee Numbers:

Assessee Number	Name(s)
110811900345	Smt. Pratibha Sen, Sanjay Kumar Sen, Smt. Sanjukta Sen, Aniruddha Sen, Smt. Tripti Sen, Ms. Sreyashi Sen, Smt. Manjurini Ray and Smt. Indrani Dasgupta
110811901880	Smt. Sanjukta Sen and Aniruddha Sen
110811901908	Smt. Tripti Sen and Ms. Sreyashi Sen
110811901910	Smt. Manjurini Ray
110811901891	Smt. Indrani Dasgupta



**Schedule-B**

(said Land/Premises)

**ALL THAT** the piece or parcel of land measuring about 8.74 Cottahs more or less having message tenement building and other structure erected thereon situate, lying at and being Premises No. 33, Jnan Goswami Sarani, Block F (earlier known as 104B, Block F) Police Station New Alipore, Kolkata 700 053 under Ward no. 81 of the Kolkata Municipal Corporation and butted and bounded in the following manner:

On the North :	By Premises No. 34, Jnan Goswami Sarani;
On the East :	By 40 feet wide road;
On the South :	By 40 feet wide road; and
On the West :	By Premises No. 32, Jnan Goswami Sarani.

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

**Schedule -C**

(Common Areas)

1. Lobby
2. Stairs
3. Lift well
4. Underground Tank
5. Overhead Tank
6. Lift Machine Room
7. Common Roof Area only
8. Fire Fighting Equipments and Fire Pump Room

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. Notwithstanding anything to the contrary contained elsewhere it is hereby expressly agreed that the Exclusive Private Roof Area in respect of which only the owners and occupants (along with their guests and visitors) of Duplex Apartment Nos. [REDACTED] and [REDACTED] of the Building shall have Exclusive Private Roof Area Rights shall not form part of the Common Areas under any circumstances.

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**Schedule-D**

**(Easements & Restrictions)**

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

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

**Schedule-E**

**(Purchaser's Covenants)**

**Part-I**

**(Specific Covenants)**

1. **The Purchaser agrees undertakes and covenants to:**
  - a) comply with and observe the rules, regulations and bye-laws framed by the Vendors/Maintenance Agency/Association from time to time;
  - b) permit the Maintenance Agency and its men, agents and workmen to enter into the said Apartment or any part thereof for causing necessary repairs and

maintenance or to set right any defect for the Common Purposes or the Project with prior reasonable notice except in case of emergency/urgency;

- c) deposit the amounts for various purposes as required by the Promoter and/or the Maintenance Agency;
- d) use and occupy the said Apartment only for the purpose of residence and shall not be entitled to and shall not kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the Building and/or the Premises or on any portion thereof;
- e) use the Common Areas mentioned in Schedule C without causing any hindrance or obstruction to other Apartment Owners and occupants of the Building;
- f) keep the said Apartment and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Apartment in the Building and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments and parts of the Building;
- g) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Apartment or the Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise and also not to make any form of alteration to the external façade of the Building;
- h) maintain and/or remain responsible for the structural stability of the said Apartment and not to do anything which has the effect of affecting the structural stability of the Building and in case of any deviation, breach, violation or default of this sub-clause the Purchaser undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 150/- 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) use and enjoy the Common Areas mentioned in Schedule C only to the extent required for ingress to and egress from the said Apartment of men, materials and utilities;
- j) sign and deliver to the Promoter all papers, applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Apartment from the CESC Limited in the name of the Purchaser and until the same be obtained, the Promoter shall provide or cause to be provided reasonable quantum of electricity from its own sources and install at

the cost of the Purchaser an electric sub-meter in or for the said Apartment and the Purchaser shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Apartment;

- k) be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other Apartment Owners. The main electric meter shall be installed only at the common meter space. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Building, the Premises and outside walls of the Building save in the manner indicated by the Promoter/Maintenance Agency (upon formation);
  - l) bear and pay the Common Expenses and all other costs, expenses and outgoings in respect of the Premises proportionately and the said Apartment Unit wholly and the same shall initially be payable to the Maintenance Agency;
  - m) pay Corporation and all other rates, taxes, levies, duties, charges, impositions, outgoings and expenses in respect of the Building and the Premises proportionately and the said Apartment Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Apartment Unit until the same is assessed separately by the Corporation;
  - n) pay for other utilities consumed in or relating to the said Apartment Unit;
  - o) allow the other Apartment Owners the right to easements and/or quasi-easements;
  - p) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Corporation Taxes and other taxes and payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;
  - q) make payment of applicable Goods and Services Tax that may be payable in respect of all amounts to be paid by the Purchaser to the Promoter, the Maintenance Agency and/or Association in terms of the Agreement and/or this Deed as also to pay all other taxes payable by the Purchaser in terms of the Agreement and/or this Deed; and
  - r) observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes.
2. the Purchaser has agreed and covenanted:

- a) not to damage, demolish or cause to be damaged or demolished the said Apartment or any part thereof;
- b) not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Building and not to make changes of a permanent nature except with the prior approval in writing of the Maintenance Agency and with the sanction of the authorities concerned;
- c) not to put any name plate or letter box or neon-sign or board or publicity material or advertisement material on the face façade of the Building or anywhere on the exterior of the Project or the Building or in the Common Areas or on the outside wall of the Building save at the place as be approved or provided by the Promoter Provided However That nothing contained herein shall prevent the Purchaser to put a decent nameplate on the outface of the main door of the said Apartment;
- d) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Apartment or any portion thereof and not to change the colour or design of balcony, balcony railings, window grills, and/or change the outer elevation of the said Apartment or the Building under any circumstance;
- e) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Apartment or any part of the Building or the Premises or may cause any increase in the premium payable in respect thereof;
- f) not to make or permit or play any disturbing noises or loud sounds or music in the Premises or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other occupiers of the Building and/or disturb them;
- g) not to use the lifts in case of fire and also not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc;
- h) not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency/Association;
- i) not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation;
- j) not to decorate the exterior of the Building 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 exposed walls of the verandahs lounge or any

external walls or the fences of external doors and windows including grills/gates of the said Apartment Unit which in the opinion of the Maintenance Agency differ from the colour Scheme of the Building or deviation or which in the opinion of the Maintenance Agency may affect the elevation in respect of the exterior walls of the Building and/or the Premises;

- k) not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Building and the Premises and to deposit the same in such place only in the Premises and at such time and in such manner as the Maintenance Agency may direct;
- l) not to store or allow anyone to store any furniture goods articles or things in or around the staircase, lobby, landings or other common areas or installations of the Building and in case any deviation, breach, violation or default of this sub-clause the Purchaser undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 5,000/- (Rupees five thousand only) per day 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;
- m) not to store in the said Apartment Unit or any part of the Premises any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the Premises or any part thereof and/or the Premises and/or any neighbouring property to any risk of fire or any accident;
- n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Building;
- o) not to claim any right over and/or in respect of roof (other than the right of common use in respect of the Common Roof Area only) of the Building or any open land at the Premises or in any other open or covered areas of the Building and the Premises reserved or intended to be reserved by the Promoter/Owners 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 Proportionate share and the Purchaser 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 sale of the Building and/or the Apartments therein by the Promoter at any time, whether before or after grant of access to the said Apartment Unit for the purpose of fit-outs, furniture, etc. and/or the Date of Possession and/or delivery of possession of the said Apartment Unit to the Purchaser, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Apartment Unit by the Purchaser and to be responsible and liable for all losses and damages which the Promoter may suffer in this regard due to any default by the Purchaser;
- r) not to object, obstruct or create any hindrance to the Promoter making Additional/Further Constructions subsequently and/or granting similar rights to the owners and occupiers thereof in respect of the Common Areas;
- s) not to object, obstruct or create any hindrance to the use of the Common Areas by the owners and occupiers of all Apartment Units and/or other spaces of the Project as also the Additional/Further Constructions;
- t) not to shift or obstruct any windows or lights in the said Apartment or the Building and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Apartment without the prior consent in writing of the Promoter and/or the Association;
- u) not cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment;
- v) 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;
- w) not hang or cause to be hung clothes from the balconies of the said Apartment;
- x) not to park or allow anyone to park any car at any place other than the space earmarked for parking car(s) of the Purchaser, if any, mentioned in **Part II of Schedule G**;
- y) not to sell, transfer, let out or part with possession of the said Car Parking Space, if so agreed to be acquired by the Purchaser hereunder, independent of the said Apartment and to use the same only for the purpose of parking of a medium sized motor car;
- z) not to use the said Apartment Unit for any purpose save and except for residential purpose and not to use the said Apartment Unit for any commercial, business or professional purpose including without limitation, as a doctor's

chamber, diagnostic or testing unit, nursing home, computer or educational training centre, repairing centre, commercial guest house, Club House, Eatery, boarding house, lodge, business centre, etc or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Building;

- aa) not to do any addition, alteration, structural changes, construction or demolition in the said Apartment Unit without prior written permission from the Corporation and other concerned authorities as also the Maintenance Agency and also subject to the condition that the same is not restricted under any other provision of the Agreement and/or this Deed;
- bb) not to raise or put up any kutcha or pucca constructions, grills, walls or enclosure of any kind around the said Car Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;
- cc) not to make any claim of any nature whatsoever in respect of the Premises other than the said Apartment Unit hereby transferred and the common enjoyment of the Common Areas;
- dd) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the Building and shall not project anything out of any window of the Premises;
- ee) not to keep or harbour any bird or animal in the Common Areas of the Premises;
- ff) not to make claim of any right of pre-emption or otherwise regarding any of the other Apartments or any portion of the Building and/or the Premises;
- gg) not to install any air-conditioner except at the spaces that may be specified by the Promoter for installation of the split type air-conditioner and its Outdoor Unit and at no point of time to change the position or arrangement for the installation of air-conditioner without prior written consent of the Promoter or the Association and under no circumstances to install any window type air-conditioner;
- hh) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Building and the Premises not forming part of the Common Areas;
- ii) not to install any external wires or cables that may be visible outside the said Apartment;
- jj) not to put any film, whether coloured, reflective or otherwise on the windows/glass, whether external or internal;



- kk) not to install any false ceiling in the said Apartment without first making provision for the fire sprinkler and fire alarm system to be appropriately installed at the costs of the Purchaser in the manner that the same are visible and operative externally and outside the false ceiling and do not adversely affect the fire safety;
  - ll) not to subdivide the said Apartment Unit and/or the said Car Parking Space, if allotted, or any portion thereof;
  - mm) not to carry on or permit to be carried on at the said Apartment Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Apartment Owners/occupiers of the Premises and/or the neighbourhood;
  - nn) 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 Promoter to any liability under environmental laws or any other laws;
  - oo) not to interfere in any manner with the right, title, interest or entitlement of the Vendors and/or their transferees in respect of other Apartments;
  - pp) not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in the Agreement and/or this Deed of Conveyance;
  - qq) not to change the Project name and its logo under any circumstances whatsoever;
  - rr) not to claim any right, title, interest, or entitlement whatsoever in the Exclusive Private Roof Area;
  - ss) not to interfere in any manner with the Exclusive Private Roof Area Rights of the owners and occupants (along with their guests and visitors) of Duplex Apartment Nos. \_\_\_\_ and \_\_\_\_ of the Building in respect of Exclusive Private Roof Area and/or do anything that may be contrary to Clause 7.1.3; and
  - tt) not to install any mechanical car parking system on any part of the Premises.
3. The Purchaser agrees, undertakes and covenants not to make or cause, directly or indirectly, any objection, interruption, interference, hindrance, obstruction or impediment for any reason or in any manner whatsoever relating to the Premises or concerning the development, construction, or completion of the Premises including the Common Areas and/or any further extension, expansion, construction, addition or alteration therein from time to time and/or the transfer, sale or disposal of any Apartment Unit of the Premises or any portion thereof by the Vendors.

4. The Purchaser agrees undertakes and covenants not to question at any time whatsoever on any basis or account whatsoever mutually agreed computation of the Super Built-up Area of the said Apartment mentioned in the **Schedule-G** hereto and not to claim or demand details or calculations of the aforesaid fixed percentage under any circumstances whatsoever.
5. The Purchaser shall have no connection whatsoever with the other Apartment Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Purchaser and the other Apartment Owners (either express or implied) and the Purchaser shall be responsible to the Promoter for fulfilment of the Purchaser's obligations irrespective of non-compliance by any other Apartment Owner.
6. Notwithstanding anything to the contrary contained elsewhere in this Deed, the Purchaser shall pay the Maintenance Charges in respect of the said Apartment Unit as also other costs, expenses and outgoings in respect of the said Apartment Unit and other costs, expenses and outgoings in respect of the Apartment Unit with effect from the date of grant of the Completion Certificate dated \_\_\_\_\_. The Purchaser shall be liable to pay the Corporation taxes and other taxes from the date of grant of the Completion Certificate dated \_\_\_\_\_. In case the Purchaser was granted access to the said Apartment for the purpose of fit-outs, furniture, etc. prior to issuance of the Completion Certificate dated \_\_\_\_\_ then the electricity charges shall be paid by the Purchaser with effect from the date the Purchaser was granted access to the said Apartment for the purpose of fit-outs, furniture, etc.
7. The stamp duty, registration fees and incidental expenses in respect of this Deed of Conveyance are being paid and borne by the Purchaser. The Goods and Services Tax payable in respect of the Agreed Consideration mentioned in this Deed as also the other amounts and/or Deposits that have been paid and/or are payable by the Purchaser, shall be borne and paid by and be the sole liability of the Purchaser who agrees and undertakes to make payment of the same even if the same are found payable and/or demanded in future. The Purchaser hereby indemnifies the Vendors fully regarding the above.
8. The Project and the Building constructed at the Premises have been named as "**ORBIT FLORA**" and the same shall always be known by the said name. The Purchaser and/or the Apartment Owners and/or the Association and/or the Maintenance Agency shall not be entitled to change the said name under any circumstances whatsoever and shall not remove the signage of the Building's name that has been installed at the Premises.
9. The Purchaser may deal with or dispose of or assign or alienate or transfer the said Apartment Unit subject to the following conditions:

- a. The said Apartment Unit shall be one single indivisible unit/lot for all purposes and shall not be partitioned or dismembered in parts and shall not be sold or transferred in divided or demarcated parts by the Purchaser. In case of sale of the said Apartment Unit in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.
  - b. The transfer of the said Apartment Unit by the Purchaser shall not be in any manner inconsistent with the Agreement and/or this Deed of Conveyance and the covenants contained in the Agreement and/or herein shall run with the land and/or transfer. The person(s) to whom the Purchaser may transfer/alienate the said Apartment Unit shall automatically be also bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Purchaser by law and/or by virtue of the Agreement and/or this Deed of Conveyance.
  - c. All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, Corporation taxes and other taxes etc. relating to the said Apartment Unit payable to the Vendors, the Maintenance Agency, the Association and the Corporation and other concerned persons/entities are paid by the Purchaser in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, run with such proposed transfer and the transferee shall be liable to make payment of the same.
10. The Purchaser shall not claim any partition of the said Land comprised in the Premises.
  11. The Purchaser agrees, undertakes and covenants not to make any claim of any nature whatsoever against any person who has been granted any right by the Vendors in respect of the Premises or any portion thereof nor against the Vendors with regard thereto nor shall in any manner obstruct such user and/or enjoyment.
  12. The Purchaser shall be responsible for and shall keep the Vendors and the Maintenance Agency indemnified of from and against all damages, claims, demands, costs, charges, expenses and proceedings occasioned relating to the Premises or any part of the Building or to any person due to any negligence or any act, deed, thing or omission made done or occasioned by the Purchaser and shall keep the Vendors and the Maintenance Agency indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors and the Maintenance Agency as a result of any act, omission or negligence of the Purchaser or the servants, agents, licensees, invitees or visitors of the Purchaser and/or any breach or non-observance by the Purchaser of the Purchaser's covenants and/or any of the terms herein contained.

13. In case of there being a failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Purchaser to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under the Agreement or this Deed of Conveyance or otherwise under law, then the Vendors and/or the Association shall be entitled to issue a Notice to the Purchaser calling upon the Purchaser to rectify, remedy, make good or set right the same within one month from the date of issue of such Notice. If the Purchaser does not comply with the said Notice to the satisfaction of the Vendors and/or the Association within the above time, then the Purchaser shall be liable to pay compensation and/or damages that may be quantified by the Vendors and/or the Association in addition to the Purchaser being compelled to rectify, remedy, make good or set right the same as also withholding use of the Common Areas by the Purchaser.
14. If any act or omission of the Purchaser results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the Building or any portion thereof including further constructions, additions, and/or alterations from time to time and/or in the transfer, sale or disposal of any Apartment or portion of the Building, then in that event the Purchaser shall be liable to pay to the Vendors compensation and/or damages that may be quantified by the Vendors.
15. Besides the aforesaid rights, the Vendors shall also be entitled to enforce any other right to which the Vendors may be entitled to in law by reason of any default or breach on the part of the Purchaser.
16. It is agreed that in case any major structural defect in construction (excluding any purchased materials and/or items) is brought to the notice of the Promoter within a period of 5 (five) years by the Purchaser from the date of the Completion Certificate dated \_\_\_\_\_, the Promoter shall take steps to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided However that the Promoter shall not be liable under any circumstances if any additions, alterations and/or modifications etc. have been made in the Building, Common Areas and/or any of the Apartments by the Apartment Owners including the Purchaser herein and/or if there is any deviation found from the sanctioned Plans. It is further made clear that the structural defect, if any, must be certified by a licensed Architect and/or structural engineer of the Promoter that it is a defect made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. made by any of the Apartment Owners and/or occupants of the Building. The decision of the Architects including regarding the quality and specifications of the materials and the workmanship regarding construction shall be final and binding on the parties.

17. Notwithstanding anything contained in clause 16 above the Promoter shall not be liable to rectify any defect occurring under the following circumstances:-
- a) If there are changes, modifications or alterations in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Purchaser takes over possession of the said Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
  - b) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Purchaser, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
  - c) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
  - d) If the Purchaser after taking physical possession of the said Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the said Apartment by making any changes in the said Apartment then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
  - e) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.
  - f) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Purchaser or his / her agents in the manner in which same is required to be maintained.
  - g) Any electrical fittings and/ or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/ or in the said Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.

- h) Any defect due to force majeure.
- i) Failure to maintain the amenities / equipment
- j) Due to failure of AMC
- k) Regular wear and tear
- l) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

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

18. The Owners shall compensate the Purchaser in case of any loss caused to him due to defective title of the said Land that is known to the Owners but has not been disclosed to the Purchaser or which the Purchaser could not have found out in spite of due diligence and care, in the manner as provided under the Act subject to the Purchaser not having committed default or violation or breach or non-compliance of any of the terms and conditions of the Agreement or this Deed and subject to the Purchaser having made timely payments of all amounts under the Agreement and/or this Deed and/or otherwise required under law. It is further made clear that under no circumstances shall the Owners be liable for any defective title not created by the Owners and/or any defect that existed prior to the purchase of the land. The Promoter shall not have any liability regarding the title since the same is the responsibility, obligation and liability solely of the Owners.
19. The Promoter/Maintenance Agency/Association of Apartment Owners shall have rights of unrestricted access to all Common Areas mentioned in Schedule C as also the garages/covered parking and Car Parking Spaces for providing necessary maintenance and repair services and the Purchaser agrees to permit the Promoter/Maintenance Agency/Association of Apartment Owners to enter into the said Apartment or any part thereof after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to cause necessary repairs and maintenance and set right any defect.
20. In case there are joint Purchasers, all communications shall be sent by the Vendors to the Purchaser whose name appears first and at the address given by him which shall for all intents and purposes be considered as properly served on all the Purchasers.

21. The General Terms and Conditions (GTC) on the basis of which the transaction has been entered into shall continue to be valid and subsisting and shall be deemed to be a part of the Agreement as also this Deed of Conveyance. Waiver or limitation of any right or interest and/or any consent given by any party in the GTC, Agreement and/or this Deed of Conveyance and/or any part hereof and/or in any document hereafter, shall be valid and binding.
22. The transaction contemplated herein is a single transaction of sale and purchase of the said Apartment Unit and does not constitute any Party to be the agent of the other Party and no form of service is contemplated. It is further hereby expressly intended and agreed by and between the parties hereto that nothing herein contained shall be construed to be a “Works Contract” and it is hereby further intended and agreed by and between the parties hereto that in the event the Vendors are liable to make payment of any Sales Tax, VAT, Works Contract Tax, Goods & Services Tax or any other statutory tax, duty or levy in respect of the Agreement or this Deed of Conveyance or the transfer of the said Apartment contemplated hereby, the Purchaser shall be liable to and agrees to make payment of the same even after execution and registration of this Deed of Conveyance.
23. All rights and obligations of the Promoter and the Owners 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.

## **Part - II**

### **(Maintenance)**

1. The Premises, the Building and the Common Areas shall be managed and maintained by the Maintenance Agency.
2. The Purchaser shall accept the rules and regulations made by the Maintenance Agency (**Rules**) and shall diligently observe, perform and comply with the same.
3. The Maintenance Agency shall function at the costs of the Apartment Owners and will work on the basis of advance payments and/or reimbursements of all costs and outgoings for Common Purposes, including establishment costs and costs of its formation and/or operations and requirements for doing and/or making provisions for repairs painting replacements and renovations and for unforeseen eventualities.
4. The Maintenance Agency shall collect and pay all rates, taxes and outgoings, including for insurance of the Building and the Premises, which are not separately charged or assessed or levied on the Apartment Owners.

5. The Purchaser shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by Maintenance Agency/Association (upon formation), within the prescribed due date, failing which the Purchaser shall pay interest at the same rate prescribed in the Rules for delayed payments, for the period of delay, computed from the date the payment became due till the date of payment, to the Maintenance Agency/Association (upon formation), as the case may be, and there shall be restriction on sale, transfer, lease or tenancy of the said Apartment Unit till the dues are fully paid as also damages suffered or costs incurred, if any, due to delay in making payment or for realization. The liability to pay interest shall be without prejudice to the right of the Maintenance Agency under Clause 8 below.
6. Apportionment of any liability of the Purchaser in respect of any item of expenses, taxes, dues, levies or outgoings payable by the Purchaser pursuant to this Deed or otherwise shall be Proportionate.
7. The Maintenance Charges payable by the Purchaser with effect from the date of grant of the Completion Certificate dated \_\_\_\_\_, shall be payable on a monthly basis on the basis of the bills to be raised by Maintenance Agency/Association (upon formation), such bills being conclusive proof of the liability of the Purchaser in respect thereof. The Maintenance Charges shall be decided by the Promoter from time to time subject to a minimum of Rs. 2/- per square feet of super built-up area per month for the said Apartment together with applicable Goods and Services Tax. The Maintenance Agency/Association shall be entitled to revise and increase the Maintenance Charges from time to time and the Purchaser shall not be entitled to object thereto. In addition to the Maintenance Charges, the Allottee shall be liable to make payment of Management Fees at the rate of 15 percent of the Maintenance Charges to the Promoter till the handover of the maintenance to the Association.
8. The Purchaser also admits and accepts that the Maintenance Agency/Association shall also be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Purchaser and/or the said Apartment Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, Corporation taxes, Common Expenses and/or other payments by the Purchaser after giving 15 days notice in writing.
9. The Purchaser shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all costs and expenses relating to the Mechanical Car Parking System (including its running, maintenance, operation, repair, replacement, renovation, insurance etc.) proportionately irrespective of whether the Purchaser has facility of parking thereat as also such costs and expenses may be charged from the



Purchaser as part of the Maintenance Charges or proportionate Common Expenses or separately as the Maintenance Agency may deem fit and proper.

10. The Purchaser shall co-operate with the other Apartment Owners, and the Maintenance Agency in the management and maintenance of the Premises and shall observe and comply with such covenants as be deemed reasonable by the Maintenance Agency for the Common Purposes.
11. All rights and entitlements of the Maintenance Agency shall be the rights and entitlements of the Promoter until the Association is formed and starts functioning effectively and till that time the Promoter shall maintain the Building and collect all funds, deposits, charges and expenses including the Maintenance Charges, Common Expenses, 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 Apartment Owners without the participation of the Promoter shall not be entitled to be recognized by the Promoter and shall not have any right to represent the Apartment Owners or to raise any issue relating to the Building or the Premises. The maintenance of the Building shall be made over to the Association within the time mentioned in the West Bengal Apartment Ownership Act, 1972 and upon such making over, the Association shall be responsible for the maintenance of the Building and the Premises and for timely renewal of all permissions, licenses, etc. After handing over of the maintenance of the Premises to the Association, the Promoter shall transfer and make over the Deposits to the Association after adjusting its dues, if any.
2. All the Apartment Owners including the Purchaser herein shall become members of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable by the Promoter.
3. All papers and documents relating to the formation of the Association shall be prepared and finalised by the Promoter and the Purchaser hereby consents to accept and sign the same.
4. The employees of the Maintenance Agency for the Common Purposes such as watchmen, security staff, caretaker, liftmen, sweepers etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Purchaser hereby consents to the same and shall not be entitled to raise any objection thereto. After handing over of

maintenance to the Association, all subsequent employment shall be done by the Association.

5. The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect and any contrary rules, regulations and/or amendments of the Association shall be void ab initio.
6. All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Apartment Owners of the Building including the Purchaser herein.
7. Any association of whatsoever nature or nomenclature formed by any of the Apartment Owners without the participation of all Apartment Owners shall not be entitled to be recognised by the Vendors and shall not have any right to represent the Apartment Owners or to raise any issue relating to the Building or the Premises.
8. The Association, when formed, shall be owned and controlled by the Apartment Owners proportionately and all its decisions shall be by majority of votes according to proportionate interest, and not number of members. The Apartment Owners (including the Purchaser) may amend and/or modify the rules and regulations of the Association by three-fourths majority subject to the condition that no amendment or modification shall be valid if it is contrary to or in violation of any of the terms and conditions contained in the several Deeds of Conveyance executed/to be executed by the Vendors in favour of the Apartment Owners.
9. The certified copies of title deeds relating exclusively to the Premises along with related documents shall be handed over by the Vendors to the Association within 3 (three) months of handing over of maintenance of the Building to the Association.
10. After the maintenance of the Building is made over to the Association, the Association may either manage the maintenance of the Building on its own or through any other third party or agency who shall carry out its duties in accordance with the terms and conditions contained in the several Deeds of Conveyance executed by the Vendors in favour of the Apartment Owners.
11. The Association shall, upon its formation, be entitled to all the rights with regard to the Common Areas/Purposes.
12. The Maintenance Charges and proportionate Common Expenses shall be paid by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use any or all of the Common Areas and also irrespective of whether or not the Purchaser is granted facility of parking any car in the

Mechanical Car Parking System by the Promoter and any non-user or non-requirement in respect of any Common Areas or parking facility (if so granted) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Purchaser in respect of the said proportionate Common Expenses and/or Maintenance Charges. Any use of the Mechanical Car Parking System by the Apartment Owners including the Purchaser shall be subject to Force Majeure and interruptions, inconveniences and mechanical faults associated with its use and the Promoter and the Maintenance Agency shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the same and the Purchaser hereby consents to the same and agrees to keep the Vendors fully indemnified in respect thereof.

13. From the date of offering the handing over of maintenance to the Association, the Vendors shall not have any responsibility whatsoever regarding the Building and the Premises and/or any maintenance, security, safety or operations including relating to fire fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, installations, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Premises and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Apartment Owners including the Purchaser and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses.
14. The Apartment Owners including the Purchaser and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire licence, etc. and the Vendors 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 Vendors and/or their respective directors, employees or agents shall 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 Building.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas of the Premises, including Mechanical Car Parking System, lifts, generator, changeover switches, CCTV, if any, EPABX if any, pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas of the Premises.
7. **Rates and Taxes:** Corporation Tax, surcharge, Multistoried Buildings Tax, Water Tax and other levies in respect of the Building and/or the Premises save those separately assessed on the Purchaser.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.
9. **Mechanical Car Parking System:** All fees, costs, charges, taxes and expenses for managing, maintaining and up-keeping the Mechanical Car Parking System including periodic maintenance, repair, replacement, renovation, overhaul, insurance, deployment of personnel and agency for its operation and other purposes, security, protection, depreciation, etc.
10. **Management Fees**
11. **General & Out Pocket Expenses:** All other expenses and/or outgoings including litigation expenses, if any, as may be incurred by the Maintenance Agency/ Association for the Common Purposes.

### **Part – V**

**(Mutation, taxes and impositions)**

1. The Purchaser shall apply for within 60 days from the date of execution of this Deed and obtain within three months thereafter, mutation, separation and/or apportionment of the said Apartment Unit in his own name without in any way making or keeping the Vendors liable and/or responsible in this regard on any account whatsoever. The Vendors shall co-operate with the Purchaser in this regard and shall sign necessary papers including no objection, consent etc., if and when required in the manner agreed upon.
2. In case of default, the Vendors or the Maintenance Agency, as the case may be, will be entitled to get the said Apartment Unit mutated and apportioned in the name of the Purchaser and in such an event be further entitled to recover all costs, charges and expenses, including professional fees therefor from the Purchaser. All such amounts shall be paid and/or be payable by the Purchaser within 30 (thirty) days of being called upon to do so. In the event of failure to do so, the Purchaser shall be liable to pay interest on the unpaid amount at the rate of 2 (two) per cent per month.
3. Until such time as the said Apartment Unit be separately assessed and/or mutated, all rates, taxes, outgoings and/or impositions levied on the Premises and/or the Building (**Impositions**) shall be proportionately borne by the Purchaser.
4. Besides the amount of the Impositions, the Purchaser shall also be liable to pay the penalty, interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (**Penalties**), proportionately or wholly, as the case maybe.
5. The liability of payment by the Purchaser of Impositions and Penalties in respect of the said Apartment Unit would accrue with effect from the date of grant of the Completion Certificate.
6. The Maintenance Agency shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Purchaser thereof from the Purchaser.

#### **Schedule-F**

#### **[Agreed Consideration]**

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

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

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

#### **Schedule-G**

**Part-I**

“Said Apartment”

**ALL THAT** the residential Apartment no. \_\_\_\_ on the \_\_\_\_\_ Floor with about \_\_\_\_\_ square feet Carpet Area, about \_\_\_\_\_ square feet Built Up Area having mutually accepted by the parties to be equivalent to \_\_\_\_\_ square feet agreed Super Built Up Area, in the Building named “**Orbit Flora**” constructed at Premises no. 33, Jnan Goswami Sarani, Block F (earlier known as 104B, Block F) Police Station New Alipore, Kolkata 700 053 and delineated on the Plan annexed hereto and bordered in **GREEN** 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(s). \_\_\_\_\_ in the ground floor of the Building;
- (ii) \_\_\_\_ car(s) in the open car parking space no(s). \_\_\_\_\_ located in the open area surrounding or adjacent to the Building;
- (iii) \_\_\_\_\_ car(s) in the Mechanical Car Parking System bearing no(s). \_\_\_\_\_ in the covered area on the ground floor.

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

The said Apartment and the said Car Parking Space being sold to the Purchaser are part of the Promoter’s Area.

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 Owners  
at Kolkata in the presence of :

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

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

Prepared by:  
R. Ginodia & Co. LLP, Advocates  
Ground Floor, 6, Church Lane,  
Kolkata-700 001.

**Memo of Consideration**

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

**Witnesses:**



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

**BETWEEN**

**SMT. PRATIBHA SEN & ORS.**  
... OWNERS

**AND**

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

**AND**

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

**CONVEYANCE**

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

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