

BY AND BETWEEN

RDB ANEKANT ORBIT PROPERTIES PRIVATE LIMITED, (PAN: _____) a company incorporated under the provisions of the Companies Act, 1956/2013, having its office at 8/1, Lalbazar Street, 1st Floor, Room No. 10, Kolkata- 700001, represented by its authorized representative/Director _____ **(PAN: _____)** **(Aadhaar No. _____)** son of Mr. _____, by faith Hindu, by occupation business, working for gain at 8/1, Lalbazar Street, 1st Floor, Room No. 10, Kolkata- 700001, hereinafter, referred to as the **“OWNER”** (which expression shall mean and include its successors-in-interest and/or assigns) of the **ONE PART**;

AND

AND

[If the Purchaser is a company]

_____ (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at _____ (PAN _____), represented by its authorized signatory, (Aadhaar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Purchaser is a partnership]

_____ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____, (PAN _____), represented by its authorized partner _____, (Aadhaar No. _____) duly authorized vide hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of

them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Purchaser is an Individual]

Mr. / Ms. _____ (Aadhaar No. _____)
son/daughter of _____ aged about _____
_____, residing at _____ (PAN
_____),

hereinafter called the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Purchaser is a HUF]

Mr. _____ (Aadhaar No. _____)
_____) son of _____ aged about _____ for self
and as the Karta of the Hindu Joint Mitakshara Family known as
HUF, having its place of business / residence at
_____ (PAN _____),

hereinafter referred to as the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, successors-in-interest and permitted assigns) of the **OTHER PART**.

(Please insert details of other Purchaser(s) in case of more than one Purchaser)

(The expression "**Owner**" and "**Purchaser**" are, hereinafter, collectively, referred to as the "**Parties**" and individually as a "**Party**").

WHEREAS:

A. The Owner is the absolute and lawful owner of the property as more fully described in the **FIRST SCHEDULE** hereunder written (the

“SAID LAND”) as per the devolution of title of the Said Land more fully described in the **SECOND SCHEDULE** hereto.

B. The Owner wanted to have constructed on the Said Land, a residential cum commercial building/complex named **“ORBIT URBAN PARK”** comprising two buildings/towers out of which one of the building shall only have residential flats (the **“RESIDENTIAL TOWER”**) with amenities and facilities, which are earmarked and/or meant to be used in common by the occupants of the flats /units within the said Residential Tower (the **“RESIDENTIAL COMMON AREAS”**) morefully described in **THIRD SCHEDULE** hereunder written (the **“URBAN PARK RESIDENTIAL SECTION”**). The other building having two wings being the East Wing and West Wing shall have commercial spaces/ units in demarcated areas/zones (the **“COMMERCIAL TOWERS”**) with amenities and facilities, which are earmarked and/or meant to be used in common by the occupants of the units/spaces/ other areas within the said Commercial Towers and shall include the entirety of the green areas and/or green open spaces and/or other designated green zones, as the case may be, as per the said Plan, meant to be used in common by the occupants of both the wings (the **“COMMERCIAL COMMON AREAS”**) morefully described in **FOURTH SCHEDULE** hereunder written (the **“URBAN PARK COMMERCIAL SECTION”**). Within the Commercial Common Areas certain specified/earmarked/demarcated portions of the said Commercial Common Areas are intended for use of occupants of both Urban Park Residential Section as well as Urban Park Commercial Section as morefully described in **FIFTH SCHEDULE** hereunder written (the **“SHARED COMMON AREAS”**) all of which are, collectively, hereinafter referred to as the **“COMPLEX”**.

C. A building plan was thus caused to be got sanctioned by the Owner from New Town Kolkata Development Authority (**“NKDA”**) being building permit bearing No. _____ dated _____ which has been subsequently revalidated and revised on _____ for development of the Complex on the Said Land (the **“SAID PLAN”**).

D. The Owner has registered the Complex under the relevant provisions of the Real Estate (Regulation and Development) Act 2016 as made applicable in the state of West Bengal (the **“ACT”**) read with

the West Bengal Real Estate (Regulation and Development) Rules, 2021.

E. By an agreement for sale dated _____ (the "**AGREEMENT**"), which was registered in the office of _____, in book no. ____, volume no _____ pages ____ to ____ being no _____ for the year _____, the Owner agreed to sell to the Purchaser (as allottee thereunder) and the Purchaser agreed to purchase from the Owner **ALL THAT** the commercial space (the "**COMMERCIAL SPACE**") along with the permission to use covered/mechanical parking no(s). _____ each measuring ____ square feet in the _____ floor as permissible under the applicable laws, **along also** with the permission to use open car parking no(s). _____ without consideration as earmarked with the Commercial Space to be considered and/or always to be considered as 'limited common area' within the meaning of the West Bengal Apartment Ownership Act 1972 (collectively the "**PARKING SPACES**") and also along with pro rata share (the "**SAID SHARE**") only in the Commercial Common Areas as defined under clause (n) of section 2 of the Act (the "**COMMON AREAS**") **along also with** the right to use (along with other occupants and maintenance staff etc. of the Urban Park Commercial Section as also the right to use the Shared Common Areas) along with the occupants of the Complex in the manner as may be so directed from time to time (the "**RIGHTS**") all of which are more particularly described in **Part I, Part II, Part III, Part IV** and **Part V** respectively of the **SIXTH SCHEDULE** hereunder written (collectively the "**SAID UNIT**").

F. The Owner has since completed the construction of the Complex including the Commercial Space and the Parking Spaces as also the Common Areas (which includes the Said Share). The Owner has also since obtained the completion certificate of the Complex from the competent authorities being no. _____ dated _____.

G. The Purchaser has since paid the entire consideration of the Said Unit to the Owner and the Owner has put the Purchaser in possession of the Commercial Space as also of the Parking Spaces and the Owner has now called upon the Purchaser herein to complete the transfer/conveyance of the Said Unit which the Purchaser has agreed to complete by these presents.

H. The Purchaser has made himself fully satisfied about the right, title and/or entitlement of the Owner to the Said Land, the Said Plan, the construction made by the Owner, all background papers, the right of the Owner to grant this conveyance and the extent of the rights being granted in favour of the Purchaser. The Purchaser hereby accepts the same and will not raise any objection with regard thereto.

I. The Parties have gone through all the terms and conditions set out in this Deed and have understood the mutual rights and obligations detailed herein. In particular, the Purchaser has understood and has accepted the under mentioned scheme of the development of the Complex.

- a. **Development of Complex:-** The Owner is developing the Complex on the Said Land in terms of the Said Plan.
- b. **Extent Of Rights:-** The rights of the Purchaser is limited to the ownership of the Commercial Space, the permission and/or the right to use the Parking Spaces, within the scope and meaning of the applicable law(s), the Said Share in the Common Areas and also the Rights to use such common areas along with rights appurtenant and/or attributable thereto. The Purchaser agrees and accepts that the Urban Park Commercial Section is exclusively meant to be used for commercial purposes and/or substantially for IT/ITES purposes and the Owner, (unless directed by any authority competent to so direct) shall maintain the Urban Park Commercial Section on its own or through its nominated agency and there will not be any association (unless directed by any authority competent to so direct) for the Urban Park Commercial Section. The Purchaser hereby accepts the same and shall not, under any circumstances, raise any claim, of ownership, and/or claim contrary thereto.
- c. **Common Areas (comprised within the Complex) subject to change:** The Common Areas which are comprised within the Complex shall always be and remain subject to change and modification, as may be deemed fit and necessary by the Owner for better use and enjoyment of the Common Areas without, however, affecting the rights of the Purchaser prejudicially and the Purchaser hereby accepts the same and shall not, under any

circumstances, raise any objection, or hindrances thereto and/or shall be deemed to have granted an unconditional approval to such change in the Common Areas.

- d. **User Rights in Commercial Common Areas:**- Notwithstanding the Said Share of the Purchaser in the Common Areas the Purchaser shall have the right to use the Shared Common Areas comprised within the Complex to the extent required for beneficial use and enjoyment of the Commercial Space and/or the Parking Spaces and the Purchaser hereby accepts the same and shall not, under any circumstances, raise any claim of ownership and/or any other claim contrary thereto.
- e. In pursuance of the aforesaid and by these presents the Said Unit is being conveyed and/or transferred by the Owner to the Purchaser.

1. NOW THIS INDENTURE WITNESSETH THAT:

In pursuance of the Agreement and in consideration of the payments made by the Purchaser to the Owner, as more fully mentioned in the **SEVENTH SCHEDULE** hereunder written (all of which payments have been made to the Owner in terms of the Agreement dated _____, and the receipt whereof the Owner doth hereby as also by the Memo hereunder written admit and acknowledge to have received and of and from the payment of the same, forever release, discharge and acquit the Purchaser and the Said Unit), the Owner doth hereby grant, sell, convey, transfer, assign and assure unto the Purchaser **ALL THAT** the Commercial Space, the Parking Spaces the Said Share, the Common Areas and the Rights to the extent and within the scope of the applicable law(s) as per details given in **PART - I, PART - II, PART III, PART IV** and **PART V** respectively, of the **SIXTH SCHEDULE** hereunder (herein before as also hereinafter, collectively, the "**SAID UNIT**"), **TO HAVE AND TO HOLD** the Said Unit unto the Purchaser absolutely and forever free from all encumbrances, whatsoever, together with all benefits and advantages, rights, liberties, easements, privileges, appendages, and appurtenances whatsoever belonging to the Said Unit or in anywise appertaining thereto, or any part thereof, usually held, used, occupied, accepted, enjoyed, reputed or known as part or parcel thereof **AND** the reversion or reversions, remainder or remainders,

and the rents, issues, and profits of the Said Unit **AND** all the estate, rights, title, interest, property, claim and demand, whatsoever, of the Owner into or upon the Said Unit **SUBJECT TO** the observance and performance of the specific covenants, stipulations, restrictions and obligations mentioned hereafter, all of which shall be and be deemed always deemed to be covenants running with the land **AND SUBJECT ALSO TO** the Purchaser paying and discharging all taxes, impositions etc. of the Said Unit wholly and also common expenses of the Common Areas proportionately, **AND PROVIDED ALWAYS THAT** the Said Share, being the undivided proportionate indivisible share of the Purchaser in the Common Areas and the Rights being the right of user and enjoyment of the Common Areas thereof shall always be deemed to have been conveyed to the Purchaser by the Owner with the said Commercial Space and Parking space even though the same, be not expressly mentioned in any further conveyance and/or instrument of transfer.

2. PURCHASER'S COVENANTS:

The Purchaser doth hereby, agree, accept and covenant with the Owner that the Purchaser (after taking possession of the Commercial Space) shall:

1. **Inspection of Plan/Fixtures/Fittings:** be deemed to have inspected and verified all the documents as also the Said Plan of the Complex and/or the Commercial Space and the Parking Space shall be deemed to be satisfied in respect thereof and/or the construction of the Complex and the condition and description of all fixtures and fittings installed and/or provided therein and also to the nature, scope and extent of benefit or interest of the Purchaser in the Complex and/or in the Common Areas.
2. **User:** use the Commercial Space for commercial/IT/ITES purposes and for no other purpose whatsoever. The service areas located within the Complex, shall be always deemed to have been earmarked for purposes such as the parking spaces and services including but not limited to electric meter room, underground water tanks,, maintenance and service rooms, etc. and other permitted uses as per the Said Plan and/or the revised plans as mentioned herein and that the Purchaser shall not be permitted

to use the service areas in any other manner whatsoever, other than those so earmarked for specified purposes, and all such spaces shall be reserved for use by the Owner and/or the nominee of the Owner as the case maybe, for rendering maintenance services and/or use for specified purposes;

3. **Use of Common Areas:** use and enjoy along with other purchasers/ occupants of other units in the Complex only such of the Common Areas and/or the Shared Common Area which would be earmarked and/or designated for common use by the Owner and/or as so permitted under the Act.
4. **NOC for Orbit Urban Park Residential Section:** give a no objection certificate to the Owner for the Owner making any changes in the Urban Park Residential Section in the manner thought fit and proper by the Owner at its sole discretion.
5. **Outbound garbage:** inform the Owner or the nominated agency of the Owner, as the case may be, the amount of outbound garbage, expected to be generated in the Commercial Space enabling the Owner or the nominated agency of the Owner, as the case may be, to consult, if required, the local competent authority and put a system in place for disposal of the garbage. Such outbound garbage will be disposed of at such time as may be specified by the Owner or the nominated agency of the Owner, as the case may be, at its sole discretion and the Purchaser shall ensure that outbound garbage shall be stored within the limit of the Commercial Space till the time of disposal.
6. **Payment of Rates and Taxes:** pay, (on and from the “Deemed Date of Possession” of the said Commercial Space and the Parking Spaces as mentioned in the Notice of Possession, i.e. the date as may be so decided by the Owner and notified as such to all the allottees/purchasers including the Purchaser herein) all Property taxes, charges, levies and impositions payable as owner or the occupier of the said Commercial Space and the Parking Spaces as may be payable by the Purchaser and this liability shall be perpetual, even if not mentioned in any future conveyance or instrument of transfer. It is clarified here that the Purchaser has understood that it is the Purchaser’s obligation to have the said Commercial Space assessed by the competent

authority. However till such assessment is made the Purchaser covenants to reimburse to the Owner the Purchaser's proportionate tax paid by the Owner from the "Deemed Date of Possession". In this regard, the Purchaser specifically agrees to be under obligation to pay to the Owner within 15 (fifteen) days of demand by the Owner the Purchaser's share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the building in which the said Commercial Space is situated;

7. **Good Order and Condition:** keep the interiors of the said Commercial Space and the amenities and conveniences therein in good order and condition, normal wear and tear excepted and shall not do or caused to be done anything in or to the building, or the said Commercial Space, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Applicable Laws or change or alter or make additions to the said Commercial Space and shall keep the said Commercial Space, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belongings thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Complex is not in any way damaged or jeopardized;
8. **Necessary Repairs and Maintenance:** carry out the necessary internal repairs and incur all expenses, at its own, for the upkeep and maintenance of the said Commercial Space between reasonable hours on working days without causing any annoyance, nuisance and/or disturbance to the other co-buyers and/or co-occupiers of the Complex;
9. **Observance of Laws:** observe all laws, rules and/or regulations and further ensure that under no circumstances, the Owner is held responsible or liable for any liability, whatsoever, for the same. The Purchaser shall abide by and observe at all times the regulations framed by the Owner from time to time for peaceful use and enjoyment and maintenance and management of the

said Commercial Space and/or the Complex and shall also abide by the Applicable Laws;

10. **Intimation About Tenant:** inform the Owner about the particulars including address, email-id and telephone number of the tenants/transferee etc. if the Purchaser lets out or sells the said Commercial Space;
11. **Air Conditioning / Outdoor AC unit / Split Air Conditioner:** The Purchaser shall not install any window air-conditioning units anywhere in the said Commercial Space and not change the manner of installation of air-conditioners in the bedrooms (if any) and in such areas where air-conditioners are not installed by the Owner and shall install air-conditioners only in designated areas as approved by the Owner.
12. **Cooperation with other co-buyers or co-occupiers:** co-operate with the other co-buyers and co-occupiers of the Complex and the Owner in the management and maintenance of the said Commercial Space and the Complex and shall abide by the directions and decisions of the Owner as may be made from time to time in the best interest and peaceful use and enjoyment and maintenance and management of the said Commercial Space and/or the Complex;
13. **Damages/contribution for common installations:** pay to the Owner damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the Complex, that has been caused by the negligence and/or willful act of the Purchaser and/or any occupier of the said Commercial Space and/or family members, guests or servants of the Purchaser or such other occupiers of the units;
14. **Signing of Documents:** sign and execute such papers and documents, and do all such acts, deeds, and things as may be necessary from time to time for safeguarding the mutual interests of the Owner and other co-buyers and/or co-occupiers of the Complex
15. **Drawing of Electrical Wires and Cables:** draw the electric lines/wires, television cables, broadband data cables and telephone cables to the said Commercial Space only through the

ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Owner or to the other co-buyers and/or co-occupiers of the Complex. The main electric meter shall be installed only at the common meter space in the Complex. 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 Complex, the Said Land and outside walls of the building save and except in the manner indicated by the Owner;

16. **Green Building Norms:** adhere to and/or comply with the norms of green building as applicable and notified to the Purchaser from time to time by the Owner and in this regard the Purchaser shall, (to the extent applicable and permitted) use
 1. the provided electric charging stations for alternative fuel vehicles to reduce the pollution due to vehicular transportation.
 2. carpooling spaces within the premises to promote ride sharing to reduce transportation pollution as well as strain on the local infrastructure.
 3. the rainwater harvesting systems to harvest water on-site and conserve water.
 4. the space for storage and collection of recyclable materials such as dry waste, wet waste, E-Waste, and other kinds of waste.
 5. 100% of the stormwater runoff which will be collected and utilized within the premises itself.
 6. recycling waste storage room for the collection and storage of recyclable wastes like paper, glass, plastic, e-waste, mercury lamps, metals, and wet wastes generated at the Project and the waste bins on each floor to collect the recyclable waste.

17. **Office Staff/ Support Staff/ Peon :** remain fully responsible for any Staff, Support Staff or Peon etc. employed by the Purchaser; The Purchaser shall ensure that the Staff, Support Staff and/or Peon visiting the said Commercial Space and/or employed by the

Purchaser shall use only the common toilet(s) and while so using, keep the common toilets clean and dry.

18. **Cable / Telecom / Broad-Band etc.:** avail the connectivity of cable, telecom/ broadband/ other similar telecom and IT facilities to the Complex as maybe so provided by the Owner and shall be at liberty to avail the same and for the purpose may enter into agreement / contract (on such terms and conditions and for such period as the Owner shall so decide) with the service providers operating within the Complex for providing these services and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Owner within the Complex and which would be declared to be common facilities by the Owner. The Purchaser (as also other unit owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the building of the Complex or any window antenna, excepting that the Purchaser shall be entitled to avail the cable connection facilities of the designated providers to all the units.
19. **Information about tenants:** notify the Owner in case the Purchaser lets out the Commercial Space, of the tenant's/transferee's details, including address, email-id and telephone number.
20. **Mutation:** be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Commercial Space in the records of the concerned authorities within a period of three (3) months and shall keep the Owner indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Owner due to non-fulfilment and/or non-observance of this obligation by the Purchaser.
21. **The Purchaser (after taking possession of the said Commercial Space) shall not:**
 1. **Colour Scheme/Modifications:** change/modify or alter the external façade (on all sides) of the said Commercial Space in any manner whatsoever and/or not to change/modify or alter the colour scheme of all areas/ surfaces of the said Commercial

Space which are part of the exterior elevation and/or part of the exterior colour scheme of the Complex.

2. **Neon signs, hoardings etc.:** object to the Owner putting up any neon sign, hoardings and other display materials on any part or portion of the Common Areas.
3. **Construction during permitted hours:** do anything or prevent the Owner from making further or additional legal constructions within 8 A.M. to 6 P.M. within any working day notwithstanding any temporary disruption in the Purchaser's enjoyment of the Commercial Space.
4. **Damage to flooring etc:** do or cause anything to be done in or around the Commercial Space which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Commercial Space or any unit adjacent to the Commercial Space or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
5. **Use of hammer etc:** be allowed to use hammer of any size or dimension in carrying out any internal work within the Commercial Space and in case of violation of this condition the Purchaser will be liable for all costs and consequences for such violation of this condition.
6. **Use of Water supply:** misuse or permit to be misused the water supply to the Commercial Space.
7. **Change of the name of the Complex:** change/alter/modify the name of the building and the Complex from that mentioned in this Deed.
8. **Generator:** not install or keep or run any generator in the Commercial Space.
9. **Smoking:** smoke in public places inside the Complex which is strictly prohibited and the Purchaser and Purchaser's guests are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in the open and dispose them off in the

pre-positioned dustbins after ensuring that the fire is fully smothered/extinguished.

- 10. Flowers:** not pluck flowers or stems from the gardens or plants.
- 11. Use of lifts:** overload the passenger lifts/elevators and shall move goods only through the staircase of the building and not use the elevators in case of fire.
- 12. Aesthetics/surroundings:** do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the building and the Complex.
- 13. Repair:** ask the Owner to undertake any repair or rectification work in the said Commercial Space nor the Purchaser shall refuse or neglect to carry out any work after the Purchaser had taken possession thereof, directed by a competent authority to be executed in the portion of the building specifically attributable and/or relevant to the said Commercial Space, and shall not require or hold the Owner liable for execution of such works;
- 14. Use of Urban Park Residential Section in emergency:** use the drive way of the Urban Park Residential Section except in case of any emergency(ies) and to abide by the decision of the Owner to use the said drive way of the Urban Park Residential Section and/or to the use of the set of keys lying with the Owner or the nominees of the Owner for opening and closing of the gate installed, if any, on the exit lane/driveway of the Urban Park Residential Section except in case of any emergency.
- 15. Complaint:** raise any complaint regarding design, layout, accommodation, specifications, fittings and fixtures etc. of the said Commercial Space and/or the amenities, utilities and/or facilities provided in the said Commercial Space and/or the Parking Spaces and/or in the Complex after the execution of these presents.
- 16. Nuisance:** do, allow or cause to be done anything within or in the vicinity of the said Commercial Space and/or the Parking Spaces, which may cause nuisance or annoyance to others. The Purchaser shall not make or permit any disturbing noises in the

said Commercial Space by the Purchaser himself, his family, his invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other co-buyers and/or co-occupiers of the Complex;

- 17. Storage of Hazardous Goods:** store or bring or allow to be stored and brought in the said Commercial Space and/or the Parking Spaces any goods of hazardous or combustible nature or any heavy material that may affect or endanger the structural stability of the said Commercial Space or install and operate any machine or equipment save usual home appliances and shall take care while carrying heavy packages, which may damage or likely to likely to damage the staircases, common passages or any other structure of the building, including entrances of the Complex and in case any damage is caused to the building and/or the said Commercial Space and/or the Parking Space on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for making good the said damages.
- 18. Illegal or Immoral Use:** use or permit the user of, any portion of the said Commercial Space, for any illegal or immoral activities.
- 19. Cleanliness:** not accumulate or throw any dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown in or about the said Commercial Space and/or the Parking Spaces or any portion of the Said Land and the building in which the said Commercial Space is situated, other than in the area earmarked for the such purpose and not throw or allow to be thrown litter on the grass planted within the Complex and not trespass or allow to be trespassed over lawns and green plants within the Complex;
- 20. Hindrances:** obstruct and/or block and/or keep any goods or other items in the corridors causing hindrance in any manner in the free movement in the corridors ,any pathways, driveways, passages, side-walks, lobbies and other places of common use in the Complex in any manner;

- 21. Obstruction or Build:** do any act, deed or thing whereby the rights of occupiers of other unit owners in the Complex is unreasonably interfered or obstructed and shall do all acts, deed and things for the purpose of maintaining decency of the said Commercial Space. The Purchaser shall not build, erect or put upon the Common Areas any item of any nature whatsoever; The Purchaser shall not obstruct and/or block any pathways, driveways, passages, side-walks, lobbies and/or common areas of the Complex in any manner;
- 22. Put up Letter box/signage:** not put up any name writing, letter box, drawing sign board plate neo-sign board or placard of any kind on any window on the exterior of the said Commercial Space or on the outside wall of the Complex so as to be visible from outside the said Commercial Space. Save at the place as be approved or provided by the Owner. Nothing contained herein shall, however, prevent the Purchaser to put a decent name plate on the outer-face of the main door of the said Commercial Space.
- 23. Object to the installations:** not object to the erection, and maintenance of communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas etc. on the roof of the Complex, which may be allowed to be put up to ensure better connectivity and/or better network within the Complex without the Purchaser being required to pay any charges for the same to anyone and not object to the Owner entering into agreements (on such terms and conditions and for such period as the Owner shall decide) with the concerned service providers of the Owner's choice of various telecom/ high speed broadband/ other similar telecom and IT facilities to the Complex and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Owner within the Complex and which would be declared to be common facilities by the Owner.
- 24. Remove Walls / Partition etc.:** remove any wall, including the outer and load bearing wall of the said Commercial Space; In this regard the Purchaser shall not demolish or cause to be

demolished the said Commercial Space or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Commercial Space or any part thereof, nor make any alteration in the elevation of the building in which the said Commercial Space is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, piers or other structural members in the said Commercial Space without the prior written permission of the Owner. In this regard, the Purchaser further covenants that the Purchaser shall not sub-divide the said Commercial Space and/or any part or portion thereof; The Purchaser shall not close or permit the closing of verandahs, exclusive terrace, if any or lounges or balconies or lobbies and common parts or portions; even with collapsible gate/grill. The Purchaser shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the said Commercial Space; The Purchaser shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the building in any manner whatsoever;

- 25. Trademark of the Owner:** use the name/mark of the Owner in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the said Commercial Space and if the Purchaser does so, the Purchaser shall be liable to pay damages to the Owner and shall further be liable for prosecution for use of such mark of the Owner;
- 26. Insurance:** not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land and the building of the Complex or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- 27. Installation of Grills etc.:** not install grills/collapsible gate, the design of which has not been suggested and/or approved by the Owner or in any other manner do any other act which would affect or detract from the uniformity and aesthetics harmony,

beauty of the exterior or surroundings of the building comprised within the Complex;

28. Covenants regarding Parking Space:

- a. not keep in the Parking Space, anything other than one medium sized car (for each parking space so earmarked for the Purchaser).
- b. Not use the said Parking Space for any purpose other than parking of such cars or raise any “kucha” or “pacca” construction, grilled wall/collapsible gate /enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein.
- c. Not object to the Owner permitting allottees of the other units (for such consideration and in such manner as deemed fit and proper by the Owner and/or as may be permitted under the applicable law(s)) to park cars in all other parking spaces other than those earmarked for the Purchaser.
- d. Not object to the Owner changing any scheme of numbering of parking spaces as per the discretion of the Owner and to accept the revised parking number as so intimated by the Owner to the Purchaser upon such revision.
- e. Not to raise any dispute or objection in respect to the permission granted by the Owner in respect of the open parking spaces (except those earmarked for the Purchaser) to any other allottee nor to disturb the use of such parking space by the concerned allottee(s).
- f. Not to raise any dispute or objection in case the Owner makes any changes in the allocation of open car parking spaces already done by the Owner to the various purchasers including the Purchaser herein.
- g. Not object to the fact that the mechanized parking system will always be a dependent parking and to accept such parking facility to be always considered as dependent and not to object to the to and fro movement of the vehicle from the designated parking space to the driveway only upon moving another parked vehicle.
- h. Not object to the Owner allotting the same set of mechanized

parking system to two different apartment owners which will have the provision to park two medium sized cars and in case of such allotment the Purchaser hereby undertake not to object to the fact that whoever parks the car earlier shall park it at the upper level and the other allottee (who may be the Purchaser) who comes later shall park the car at the lower level of the mechanized parking system and shall also not object to the fact that as and when the allottee who has parked the car at the upper level wishes to take out the car, the allottee of lower level shall cooperate and remove his/her car.

- 29. Parking in Common Areas:** not park or allow its vehicle to be parked in the pathway or open spaces in the Complex or any part or portion thereof, save and except the parking space allotted to the Purchaser or any other place specifically demarcated for the parking of the vehicles of visitors to the Complex, if there be any.

3. OWNER'S COVENANTS:

- a. The Owner doth hereby profess that the title transferred to the Purchaser in the said Commercial Space subsists and that the Owner has good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Purchaser the title hereby conveyed to the Purchaser.
- b. The Owner doth hereby covenant with the Purchaser that the Owner in future, shall, at the request and cost of the Purchaser, execute such documents that may be required for perfecting and bettering the title of the Purchaser to the Said Unit if so required.
- c. The Owner, unless prevented by fire, or some other irresistible force, shall, upon reasonable request and at the cost of the Purchaser cause to be produced to the Purchaser the attorneys of the Purchaser or agent, as the case may be, for inspection the title deeds in connection with the Said Land in its custody and shall give photocopies thereof at the costs and expenses of the Purchaser.

4. MUTUAL COVENANTS:

AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-

- 1. Transfer/conveyance of Common Area:** The Purchaser has been categorically made aware by the Owner that the extent of the Common Areas and/or the rights appurtenant thereto being conveyed/transferred to the Purchaser is being transferred as per the law prevailing on the date of execution and registration of this conveyance. The Purchaser, hereby, unconditionally and unequivocally agree and confirm that the Purchaser shall, if so required by the Owner and upon receiving a request thereto from the Owner sign such other documents and/or deeds as may be so required for more fully transferring the common areas under the applicable law(s) and the proportionate costs and expenses as also the proportionate consideration for transferring such common areas shall be borne and paid by the Purchaser. This obligation of the Purchaser, as aforesaid, shall be an essential covenant to be unconditionally complied with by the Purchaser and be deemed to be a covenant running with the land till it is complied with and/or be deemed to have been complied with by the Purchaser.
- 2. Limited Common Areas:** In accordance with the West Bengal Apartment Ownership Act, 1972 certain common areas and facilities in the Complex have been kept reserved for use of certain commercial spaces or has been allotted to the specified commercial spaces to the exclusion of other units and shall always be referred to as the "**Limited Common Areas**". A divided and demarcated portions of the top roof of the Commercial Tower as delineated in the plan annexed hereto duly bordered thereon in "_____", as also the open space / terrace above the car parking area / ramp above the _____ Floor also delineated in the plan annexed hereto duly bordered thereon in "_____" and also the open space / terrace above the _____ also delineated in the plan annexed hereto duly bordered thereon in "_____" ("**Reserved Roof**"), including the parapet walls and the room(s) / space on the stair-cover, have be excepted and reserved by the Owner and shall belong exclusively and absolutely to the Owner and the Owner shall have the exclusive right to make construction, addition and/or alteration (including

to set up / install roof garden/s, cooling plants and towers, V-Sat, dish or other antennas on the same or any part thereof of any nature as permissible under the law and to connect and/or replace all common installations facilities and utilities in the Complex and to use, enjoy, hold, sell, grant, let out, lease out, transfer or otherwise part with the same with or without any construction and in any manner, to any person or persons and on such terms and conditions as the Owner may in its sole discretion think fit and proper and realize and appropriate all sale proceeds rents profits etc., without any objection or hindrance from the Purchaser. The remaining divided and demarcated portions of the top roof of the Residential Tower as delineated in the plan annexed hereto duly bordered thereon in " _____ " (**Common Roof**), shall be meant for common use and enjoyment of the occupants of the Complex including the Purchaser herein;

3. **Exclusive Open Terrace/Garden:** The purchasers of specified commercial space which may have exclusive open to sky terrace/gardens attached to such commercial space, if there be any, shall have exclusive right of user of the same independent of all others and the Purchaser shall have no nor shall claim any right title and/or interest whatsoever or howsoever over and in respect of the same whatsoever or howsoever.
4. **Club:** The Owner may allot certain demarcated area(s) situated on the west wing of the Commercial Tower on the ___ floor and also on the top floor /roof above the top floor of the said west wing as may be so decided by the Owner which will be intended by the Owner for use as a "club" with certain club facilities. The said club may either be owned by the Owner itself or may be sold and/or leased out by the Owner to any intending allottee/lessee as the case may be on such terms and conditions and on such consideration as the Owner may so decide. The Purchaser will have the option to become a member of the said club on such terms and conditions and on payment of such club fees and/or subscription as may be so offered by the owner/lessee of the said club on or before offering membership of the club to the Purchaser or to other intending members, as the case may be. The membership of the club will be available to the occupants of

the Commercial Tower as also to the occupants of the Residential Tower and shall also be available to outsiders who may be willing to become member of the said club.

5. **Future exploitation:** Notwithstanding anything elsewhere to the contrary herein contained the Owner shall be exclusively entitled to all future horizontal and vertical exploitation of the Said Land lawfully, including by way of raising further storey or stories on the roofs for the time being of the Commercial Tower and to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the Said Land to the new constructions) as be deemed to be expedient to make such areas and constructions tenantable and to use, enjoy, hold and/or sub-lease transfer the same to any person or persons on such terms and conditions as the Owner in its absolute discretion may think fit and proper and the Purchaser's share in various matters, including in Common Areas shall also stand reduced owing to such construction but the Purchaser shall not raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Purchaser may be subjected to) nor to claim refund or reduction of the consideration and other amounts paid by the Purchaser nor to claim any amount or consideration from the Owner on account thereof and furthermore the Purchaser shall fully cooperate with the Owner and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Owner.
6. The Owner shall:
 1. not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the Purchaser.
 2. not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party, unless it results in a structural defect.
 3. not be liable to rectify any defect occurring under the following circumstances:

- (i) If there are changes, modifications or alterations in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Purchaser has taken over possession of the Commercial Space. The Owner will not take any responsibility of waterproofing, cracks or for any defects in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- (ii) If there are changes, modifications or alterations in electrical lines and wirings after handing over possession of the Commercial Space unto the Purchaser. The Owner will not take any responsibility for any defects in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- (iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Owner 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;
- (iv) If the Purchaser after taking actual physical possession of the Commercial Space, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Commercial Space by making any changes in the Commercial Space, then for any defects like damp, hair line cracks, breakage in floor marble and tiles or other defects arising as a direct or indirect consequence of such alterations or changes, the Owner shall not be responsible;
- (v) 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 need to be repaired from time to time. Any cracks developed for reasons other than as mentioned above will have to be rectified in the normal course of maintenance.

- (vi) not be responsible for the defects in case the materials, fittings and fixtures provided by the Owner are not used/ maintained by the Purchaser or the Purchaser's agents in the manner in which the same is required to be maintained or in case the annual maintenance charges to be paid for such materials, fittings and fixtures are not paid by the Purchaser;
- (vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Owner in the Commercial Common Areas and/or in the Commercial Space going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Owner and not amounting to poor workmanship or manufacture thereof.
 - a. Any defect due to force majeure.
 - b. Failure to maintain the amenities /equipments.
 - c. Due to failure of annual maintenance charges.
 - d. Regular wear and tear.

If the architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

- (viii) Notwithstanding anything hereinbefore contained in case the Purchaser, without first notifying the Owner and without giving the Owner the reasonable opportunity to inspect, assess and determine the nature of the purported defect in the Commercial Space, alters the state and condition of the area of the purported defect, then the Owner shall be relieved of its obligations without any demur or protest from the Purchaser.

2. Maintenance of Common Area: The management and administration of the Common Area comprised within the Complex shall be under the control of the Owner unless directed to be handed over to any entity under the applicable law(s)

1. In the event of all (100%) of the purchasers (including the Purchaser herein) of various units and other spaces comprised within the Urban Park Commercial Section unanimously opts for taking over the maintenance and management of the common areas comprised with the Urban Park Commercial Section then, and in such event, the said purchasers shall become liable to pay

compensation and/or consideration of all such common areas to the owner to be then so determined by a class I valuer considering the market value of all such assets comprised within such common areas and all such purchasers in addition to the said determined market values shall also be liable to pay the applicable stamp duty and registration charges for transfer of all such common areas of the said Urban Park Commercial Section to all such purchasers or the entity the so constituted by such purchasers under the applicable law(s). On and from the date of transfer of such common areas of Urban Park Commercial Section, the said purchasers and/or the entities so created by such purchasers shall become responsible for maintenance and management and also for all affairs concerning thereto and the Owner shall cease to have any obligation of any nature whatsoever in this regard

2. The Purchaser upon receiving request from the Owner, shall execute (in the event of the Owner, either on its own or at the behest of the allottees or as may be so directed, as the case may be, constituting and/or causing to be constituted any association or entity for maintenance and management of Urban Park Commercial Section) the necessary declaration in Form A for submission of the Complex to the provisions of the West Bengal Apartment Ownership Act to enable the formation of the association either by the Purchaser or through a power of attorney holder when called upon by to do so by the Owner
- 2.1. Within 3 (three) months from the date of the Owner being so directed, the Owner shall form an association and handover the maintenance and management of the Common Areas of the Complex to the association so formed. The Deposits Sinking Fund/ Maintenance Deposit etc. paid/deposited by the Purchaser to the Owner shall also be transferred by the Owner to the said association after adjustment of all dues of the Purchaser. The rules, regulations and/or bye laws of the said association shall not be inconsistent with or contrary or repugnant to the rights and entitlements of the Owner, hereunder reserved.

3. **Apportionment of Maintenance Expenses:** The mode and manner of apportionment of maintenance expenses of the Common Areas amongst the co-owners (including the Purchaser) will be decided by the Owner unless the Owner is so directed to hand over the maintenance of the Complex to any association. Such apportionment of maintenance expenses and/or such fixation of maintenance expenses payable by the Purchaser herein as also by all the purchasers/occupants of all other units shall be always calculated and be made payable by the purchasers/occupants of all other units on the basis of the super built up area of the Commercial Space as mentioned in Part I of the Sixth Schedule hereunder written and such fixation of the maintenance expenses so fixed on super built up area basis shall be final and binding on the Purchaser as well as on other co-owners. The payment of the maintenance expenses of the Common Areas within the Complex, wholly or partly, as the case may be, shall be made to the Owner or to the association if any formed. On and from the possession date the payment of the maintenance expenses of the Common Areas of the Complex, shall be a precondition for the Purchaser to avail the benefits of user thereof and in case of non-payment of such expenses, all maintenance services to the Purchaser can be withheld by the Owner or the nominee of the Owner for the time being and the Owner shall also be entitled to discontinue the services for the period of non-payment of such expenses by the Purchaser.
- 3.1. The Purchaser's proportionate share in all matters concerning the said Commercial Space and / or the Said Unit, as the case maybe, shall be the proportion which the carpet area of the said Commercial Space bear to the carpet area of all the apartments/units of the Complex. It is clarified that while determining the proportionate share of the Purchaser to the various matters, the decision of the Owner shall be binding on the
Purchaser.

- 3.2. The Owner shall not be liable to make payment of maintenance charges for the unsold units in the Complex for a period of 18 (eighteen) months starting on and from the month from which the Owner starts and/or has started charging maintenance for the units in the Complex.
- 3.3. In accordance with Section 16 of the Real Estate (Regulation and Development) Act 2016, the Owner shall obtain all applicable insurances as may be notified by the Government of West Bengal, subject to availability, and shall pay the premium and charges in respect of such insurances. The Purchaser shall contribute (proportionately on the basis of the carpet area or super built up area of the Commercial Space as may be so decided) towards the premium and charges payable for a period of 2 years from the date of receipt of completion certificate/partial completion certificate, as the case may be, of the Complex, which amount would be paid by the Purchaser as and when demanded from the Purchaser.
4. **Name of the Complex:** The Complex shall bear the name “**Orbit Urban Park**”.
5. **Binding Effect:** This Indenture and the Agreement For Sale executed heretofore contains the entire agreement of the Parties and no oral representation or statement shall be considered valid or binding upon either of the Parties nor shall any provision of this indenture be terminated or waived except by written consent by all the Parties. In case of any inconsistency or contradiction between, the Agreement For Sale between the Parties and this Indenture, the terms and conditions of this Indenture shall prevail. The Purchaser acknowledges upon signing of this indenture that no agreements, conditions, stipulations, representations, guarantees or warranties have been made by the Owner or its agents, servants or employees other than what is specifically set forth herein and/or in the agreement between the Parties.

5. Agreed Rules of Interpretation: The following are the agreed rules of interpretation of this Indenture;

- (i) Words importing singular number, shall wherever applicable, include plural number.
- (ii) Words importing Masculine Gender shall, wherever applicable, include Feminine Gender and/or neuter Gender.
- (iii) Reference to any clause shall mean such clause of this deed and include any sub clause thereof. Reference to any schedule shall mean such schedule to this deed and includes any parts of such schedule.
- (iv) Headings, Clause Titles, Capitalized expressions and bold expressions are given for convenience purposes only.

THE FIRST SCHEDULE ABOVE REFERRED TO

(SAID LAND)

ALL THAT the piece and parcel of land measuring 5.39 acres, be the same, a little more or less, equivalent to 21,820 square meters, be the same a little more or less, being plot no. II/F, Action Area II-F, lying situate in New Town, Kolkata, P.S. New Town (erstwhile Rajarhat) Mouza Chakpachuria, J.L. No. 33, under New Town Kolkata Development Authority, (previously Patharghata Gram Panchayat) District 24 Parganas (North) West Bengal, delineated and demarcated on the **Plan** annexed hereto and bordered in color **Red** thereon and butted and bounded as follows:

On the North	:	By 90 meter wide arterial road
On the East	:	By car parking Plot No. IIF/6
On the South	:	By peripheral drain and canal bank walkway
On the West	:	By street no. 370 (Arterial road-Row)

THE SECOND SCHEDULE ABOVE REFERRED TO

(DEVOLUTION OF TITLE)

1. By an indenture of sale dated 2nd June, 1991, registered in the office of Additional District Sub-Registrar, Bidhannagar, recorded in Book No. I, CD Volume No. 5, pages 10351 to 10346 being no. 05005 for the year 2009, made between West Bengal Housing Infrastructure Development Corporation Limited (WBHIDCO) and DLF Limited, the said WBHIDCO sold transferred and/or conveyed the Said Land to the said DLF Limited.
2. WBHIDCO, vide Memorandum of Possession bearing no. MP-B/HIDCO/EM/22B/6249 dated 28th December, 2015, handed over possession of the Said Land to the said DLF Limited.
3. Upon an application made by DLF Limited, the New Town Kolkata Development Authority vide a certificate bearing number 475/2016 dated 4th April, 2016 informed the said DLF Limited that the Said Land has been recorded in the register of the New Town Kolkata Development Authority in the name of the said DLF Limited and allotted assessee number being IIF-0005-0-00-00001-20.
4. The said DLF Limited applied for various other sanctions, clearances and permissions, as per details of the documents mentioned in I above.
5. The said DLF Limited, thereafter, sold transferred and/or conveyed the Said Land on "as is where is basis" to the said RDB Anekant Orbit Properties Private Limited by a deed of sale dated 18th August, 2021, registered in the office of Additional Registrar of Assurances-IV, recorded in Book No. I, Volume Number 1904-2021, Pages 370737 to 370772 being deed number 190408424 for the year 2021.

THE THIRD SCHEDULE ABOVE REFERRED TO

(URBAN PARK RESIDENTIAL SECTION)

ALL THAT the ___ to ___ floors of the building/block lying constructed on a demarcated portion of the land comprised in the Said Premises (as defined above) having a total super built up area of ___ sft, be the same, a little more or less, delineated on the plan annexed hereto, marked "**A**" and bordered in colour "**YELLOW**" thereon **TOGETHER WITH** all rights, advantages, privileges,

easements, common areas amenities and facilities Provided therein and/or appurtenant thereto.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(URBAN PARK COMMERCIAL SECTION)

ALL THAT the ___ to ___ floors of the building/block lying constructed on a demarcated portion of the land comprised in the Said Premises (as defined above) having a total super built up area of ___ sft, be the same, a little more or less, delineated on the Plan annexed hereto, marked "**B**" and bordered in colour "**GREEN**" thereon **TOGETHER WITH** all rights, advantages, privileges, easements, common areas amenities and facilities Provided therein and/or appurtenant thereto.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(SHARED COMMON AREAS)

All That the specified/earmarked/demarcated portions of the common areas comprised with the Commercial Common Areas of the Urban Park Commercial Section which are intended for use of occupants of both Urban Park Residential Section as well as Urban Park Commercial Section and as morefully delineated on the Plan annexed hereto, marked "C" and bordered in colour "**VIOLET**" thereon **TOGETHER WITH** all rights, advantages, privileges and easements appurtenant thereto.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(SAID UNIT)
(PART - I)
(COMMERCIAL SPACE)

ALL THAT the commercial space with the balcony/verandah, if any, as delineated in the map annexed hereto marked **ANNEXURE B** and bordered **BLUE** thereon, as per details given below.

Commercial Space No: _____

Floor: _____

Carpet area of the Commercial Space: _____ sq ft

Carpet area of balcony/verandah: _____ sq ft

Super built up area of the Commercial Space including balcony:
_____ sq ft

PART - II

PARKING SPACE

ALL THAT the parking space(s), as delineated in the map annexed hereto marked **ANNEXURE C** and bordered **BLUE** thereon as also **all that** the open parking spaces allotted without any consideration also to be earmarked and/or to be identified and designated by the Owner in due course of time giving permission to the Purchaser (to the exclusion of other flats as 'limited common area' within the meaning of the West Bengal Apartment Ownership Act 1972) for parking of car(s) owned by the Purchaser within such space(s) as delineated in the map annexed hereto marked **ANNEXURE C** and bordered **PINK** thereon as per details given below.

Covered parking: ____ Nos

Open Parking: ____ Nos

PART III

(SAID SHARE)

ALL THAT the pro rata share of the Purchaser in the common areas of the Urban Park Commercial Section which common areas shall be such to the extent applicable as defined in Part IV below.

PART IV

(COMMON AREAS)

ALL THAT the common areas, facilities, amenities and/or the portions of the Urban Park Commercial Section, earmarked/meant by the Owner for beneficial common use and enjoyment of the Purchaser/other occupants of the Urban Park Commercial Section and which are not earmarked/reserved for any specific person(s) or specific purpose(s) by the Owner and which are not earmarked as "limited common areas" which, inter alia, includes the following.

- Driveway
- Security room
- Entrance lobby on ground floor
- Typical floor lobbies

- Staircase & such other common areas earmarked for common use
- Electrical meter rooms
- Overhead water tank
- Underground water reservoir
- Lift & lift machine rooms
- Cctv surveillance facilities on ground floor
- Firefighting system
- Fire refuge platforms
- Common toilets on ground floor and typical floor
- Demarcated open terraces
- Ac ledge area

Sewerage treatment plant

PART V

(RIGHTS)

ALL THAT the right to use along with other occupants and maintenance staff etc. of the common areas as described in Part IV of the Third Schedule above as comprised within Urban Park Commercial Section as also the right to use) along with the occupants of the Complex the Shared Common Areas as morefully described in the Fifth Schedule above in the manner as may be so directed from time to time) to the extent required for beneficial use and enjoyment and/or as may be so permissible under the applicable law(s).

THE SEVENTH SCHEDULE ABOVE REFERRED TO

(TOTAL PRICE)

Rs. _____ **/- (Rupees** _____ **)** only for the Said Apartment paid by the Purchaser to the Owner as full and final payment of the total price which the Owner doth hereby acknowledged to have received.

IN WITNESS WHEREOF the Parties hereinabove named have set and subscribed their respective hands and seal on the day month and year first above written in the presence of attesting witness as below.

Executed and Delivered

by the **Owner** at Kolkata
in the presence of:

1.

2.

Executed and Delivered

by the **Owner** at Kolkata
in the presence of:

1.

2.

Executed and Delivered

by the **Purchaser** at Kolkata
in the presence of:

1.

2.

Drafted By:

C.P. Kakarania
Advocate, High Court, Calcutta

MEMO OF CONSIDERATION

RECEIVED from the within named purchaser the within mentioned **Rs. _____/- (Rupees _____)** only being the full consideration payable under these presents for the Said Apartment in the manner mentioned below.

Witnesses:

1.

2.

(Authorized Signatory of Owner)