

DRAFT

**CONVEYANCE DEED**

**THIS CONVEYANCE DEED** executed on this            day of  
, 2023

**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, 1<sup>st</sup> 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, 1<sup>st</sup> 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 knows 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 \_\_\_\_\_ 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 residential apartment (the "**FLAT**") along with the permission to use covered/mechanical parking no(s). \_\_\_\_\_ each measuring \_\_\_\_\_ square feet in the \_\_\_\_\_basement/ground 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 Flat 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 Residential 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 Residential 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 (collectively 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 APARTMENT**").

F. The Owner has since completed the construction of the Complex including the Flat 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 Apartment to the Owner and the Owner has put the Purchaser in possession of the Flat as also of the Parking Spaces and the Owner has now called upon the Purchaser herein to complete the transfer/conveyance of the Said Apartment 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 Flat, 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 Purchaser has been made aware of the fact that the Residential Common Areas and/or the Common Areas of the Complex shall, in due course of time, be transferred to the association of the allottees/purchasers of flats/units/constructed spaces of the Complex (the “**ASSOCIATION**”) as per the prevailing laws. The Purchaser hereby accepts the same and shall not, under any circumstances, raise any claim, of ownership, contrary thereto. In this regard the Purchaser shall, execute (if not already executed, either by himself or through a power of attorney holder, as the case may be, as and when called upon to do so by the Owner or by the authorised representative of the Owner, as the case may be) 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.

- 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 Residential Common Areas:-** Notwithstanding the Said Share of the Purchaser in the Common Areas and/or the transfer of the Residential Common Areas to the Association under the prevailing law(s) 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 said Flat 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 other claim contrary thereto.
- J. In pursuance of the aforesaid and by these presents the Said Apartment 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 **EIGHTH 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 Apartment), the Owner doth hereby grant, sell, convey, transfer, assign and assure unto the Purchaser **ALL THAT** the Flat, 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 APARTMENT**”), **TO HAVE AND TO HOLD** the Said Apartment 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 Apartment 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 Apartment **AND** all the estate, rights, title, interest, property, claim and demand, whatsoever, of the Owner into or upon the Said Apartment **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 Apartment 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 Flat 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 said Flat) 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 said Flat and the Parking Space and 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 said Flat for residential 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 Association and/or the Complex Maintenance Body, as the case maybe, for rendering maintenance services and/or use for specified purposes;
3. **Use of recreation zone:** use the facilities of the recreation zone lying situated at the top most floor of the Residential Tower along with the occupiers/co owners of other flats in the Complex. The operational costs/charges of the said recreation zone shall form either part of the common charges and expenses of the Residential Common Areas or may be charged separately on some suitable basis including pay by use basis, as may be so decided by the Owner at its sole discretion or by the Association upon its formation as the case may be.
  - a. It is expressly made clear and understood by the Purchaser that the right of the Purchaser to use the recreation zone shall stand transferred upon the Purchaser transferring the Said Apartment in favour of a third party. The membership of the recreation zone can only be used by the Purchaser and his /her immediate family members in accordance with the rules and regulations of the said recreation zone. Nothing contained in this Deed shall be deemed to confer any right on a subsequent transferee, tenant, lessee or licensee of the Flat to be entitled to use the facilities of the resident's recreation center on the basis of being in possession of the Flat alone.
- a.1. The rights and obligations of the Purchaser as a member of the recreation zone and the detailed terms and conditions of membership and rules and regulations governing use of the facilities of the recreation zone will be formulated by the Owner or the Association, as the case

may be, in due course and circulated to members before the recreation zone is made operational. The Purchaser agrees, undertakes and covenants to abide by such rules and regulations and make payment of all periodic subscriptions and other expenses relating thereto.

- a.2. On failure of the Purchaser to regularly pay the maintenance charges of the Urban Park Residential Section and/or in respect of the resident's recreation center, if any, the Owner or the Association, as the case may be, shall be entitled to restrict the Purchaser's entry to the recreation zone and withdraw all the privileges of the resident's recreation center to the Purchaser, and the Purchaser hereby gives the Purchaser's unfettered consent to the same.
  - a.3. If the Purchaser brings guests to use the facilities of the recreation zone, the Purchaser will be required to pay guest charges in accordance with the rules and regulations of the recreation zone.
  - a.4. Detailed terms and conditions of the membership of the recreation zone, rules and regulations governing the usage of the resident's recreation center as so formulated and circulated to all the members including the Purchaser herein will be binding on the Purchaser and/or other members (including additional members).
4. **Use of Common Areas:** use and enjoy along with other purchasers/ occupants of other apartments/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.
  5. **NOC for Orbit Urban Park Commercial Section:** give a no objection certificate to the Owner for the Owner making any changes in the Urban Park Commercial Section in the manner thought fit and proper by the Owner at its sole discretion.

6. **Payment of Rates and Taxes:** pay, (on and from the “Deemed Date of Possession” of the said Flat 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 Flat 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 Flat assessed by the competent authority. However till such assessment is made the Purchaser covenants to reimburse to the Owner and/or the Association and/or the Complex Maintenance Body, as the case maybe, the Purchaser’s proportionate tax paid by the Owner and/or the Association and/or the Complex Maintenance Body, as the case maybe, from the “Deemed Date of Possession”. In this regard, the Purchaser specifically agrees to be under obligation to pay to the Owner or the Association and/or the Complex Maintenance Body, as the case may be, within 15 (fifteen) days of demand by the Owner or the Association and/or the Complex Maintenance Body, as the case maybe, 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 Flat is situated;
7. **Good Order and Condition:** keep the interiors of the said Flat 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 Flat, 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 Flat and shall keep the said Flat, 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 Flat 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 and/or the Association and/or the Complex Maintenance Body, as the case may be, from time to time for peaceful use and enjoyment and maintenance and management of the said Flat and/or the Complex and shall also abide by the Applicable Laws;
10. **Intimation About Tenant:** inform the Owner or the Association and/or the Complex Maintenance Body, as the case may be, about the particulars including address, email-id and telephone number of the tenants/transferee etc. if the Purchaser lets out or sells the said Flat;
11. **Air Conditioning / Outdoor AC Unit / Split Air Conditioner:** The Purchaser shall not install any window air-conditioning units anywhere in the said Flat 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, the Owner and/or the Association, and/or the Complex Maintenance Body, as the case maybe, in the management and maintenance of the said Flat and the Complex and shall abide by the directions and decisions of the Owner and/or the Association and/or the Complex Maintenance Body, as the case maybe, as may be made from time to time in the best interest and peaceful use and enjoyment and maintenance and management of the said Flat and/or the Complex;

13. **Damages/contribution for common installations:** pay to the Owner or the Association, and/or the Complex Maintenance Body, as the case maybe, 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 Flat and/or family members, guests or servants of the Purchaser or such other occupiers of the apartment/flats;
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 Flat 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 or the Association and/or the Complex Maintenance Body, as the case maybe;
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 or the Association, as the case may be and in this regard the Purchaser shall, (to the extent applicable and permitted) use
  - a. the provided electric charging stations for alternative fuel vehicles to reduce the pollution due to vehicular transportation.

- b. carpooling spaces within the premises to promote ride sharing to reduce transportation pollution as well as strain on the local infrastructure.
  - c. the rainwater harvesting systems to harvest water on-site and conserve water.
  - d. the space for storage and collection of recyclable materials such as dry waste, wet waste, E-Waste, and other kinds of waste.
  - e. 100% of the stormwater runoff which will be collected and utilized within the premises itself.
  - f. 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. **Domestic Help(s)/Driver(s)/Pet(s):** remain fully responsible for any domestic help(s) or driver(s), maid(s) etc. employed by the Purchaser and any pets kept by the Purchaser; The Purchaser shall ensure that the domestic help(s)/service provider(s) visiting the said Flat 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. **Use of Swimming Pool:** use the Swimming Pool within the Complex only as a facility for enjoyment of the owners of residential apartments (including the Purchaser) of the Complex and will use the same as per the Rules and Regulations framed from time to time subject to payment of usage charges as so applicable.
19. **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. These contracts/ agreements, if any, entered into by the Owner shall be continued for the period of validity of these contracts/agreements by the Association, who will take over the maintenance and management of Common Areas and thereafter, it may be renewed on terms and conditions as may be decided by the Association. 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 flat/units.

20. **Information about tenants:** notify the Owner or the Association, as the case may be, in case the Purchaser lets out the Flat, of the tenant's/transferee's details, including address, email-id and telephone number.
21. **Mutation:** be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Flat 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.

**19. The Purchaser (after taking possession of the said Flat) shall not:**

1. **Colour Scheme/Modifications:** change/modify or alter the external façade (on all sides) of the said Flat in any manner whatsoever and/or not to change/modify or alter the colour scheme of all areas/ surfaces of the said Flat 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 or the Association and/or the Complex Maintenance Body, as the case maybe, 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 Flat.
4. **Damage to flooring etc:** do or cause anything to be done in or around the Flat which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Flat or any apartment adjacent to the Flat 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 said Flat 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 Flat.
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 Flat.
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. **Putting up of clothes:** not put any clothes in or upon the windows, balconies and other portions which may be exposed in a manner or be visible to outsiders.
13. **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.
14. **Repair:** ask the Owner to undertake any repair or rectification work in the said Flat nor the Purchaser shall refuse or neglect to carry out any work after the Purchaser had taken possession thereof, directed by a competent authority or by the Complex Maintenance Body and/or the Association, as the case maybe, to be executed in the portion of the building specifically attributable and/or relevant to the said Flat, and shall not require or hold the Owner liable for execution of such works;
15. **Use of Urban Park Commercial Section in emergency:** use the drive way of the Urban Park Commercial Section except in case of any emergency(ies) and to abide by the decision of the concerned association of Urban Park Residential Section regarding the concerned association's decision to use the said drive way of the Urban Park Commercial Section and/or to the use of the set of keys lying with the concerned association of Urban Park Residential Section for opening and closing of the gate installed, if any, on the exit lane/driveway of the Urban Park Commercial Section except in case of any emergency.
16. **Complaint:** raise any complaint regarding design, layout, accommodation, specifications, fittings and fixtures etc. of the said Flat and/or the amenities, utilities and/or facilities provided in the said Flat and/or the Parking Spaces and/or in the Complex after the execution of these presents.

- 17. Nuisance:** do, allow or cause to be done anything within or in the vicinity of the said Flat 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 Flat 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;
- 18. Storage of Hazardous Goods:** store or bring or allow to be stored and brought in the said Flat 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 Flat 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 Flat 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.
- 19. Illegal or Immoral Use:** use or permit the user of, any portion of the said Flat, for any illegal or immoral activities.
- 20. 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 Flat and/or the Parking Spaces or any portion of the Said Land and the building in which the said Flat 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;
- 21. 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;

- 22. Obstruction or Build:** do any act, deed or thing whereby the rights of occupiers of other flat 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 Flat. 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;
- 23. 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 Flat or on the outside wall of the Complex so as to be visible from outside the said Flat. 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 Flat.
- 24. 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 and/or to augment the financial resources of the Association 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.
- 25. Remove Walls / Partition etc.:** remove any wall, including the outer and load bearing wall of the said Flat; In this regard the Purchaser shall not demolish or cause to be demolished the

said Flat 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 Flat or any part thereof, nor make any alteration in the elevation of the building in which the said Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, parrises or other structural members in the said Flat without the prior written permission of the Owner and/or the Association and/or the Complex Maintenance Body, as the case maybe. In this regard, the Purchaser further covenants that the Purchaser shall not **sub-divide** the said Flat 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 Flat; 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;

- 26. 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 Flat 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;
- 27. 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;
- 28. Installation of Grills etc.:** not install grills/collapsible gate, the design of which has not been suggested and/or approved by the Owner or the Association and/or the Complex Maintenance Body, as the case maybe, 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;

**29. 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 flats (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 association of allottees, upon its formation, make any changes in the allocation of open car parking spaces already done by the Owner to the various allottees 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.

**30. 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 Flat 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 Apartment 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

and in due course of time, handover all such title deeds to the Association.

#### **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 has also been categorically made aware by the Owner that at any time after the execution and registration of this conveyance, and in terms of the law(s) (especially, the said Act read with the said Rules as is applicable in the state of West Bengal) the Owner would be under obligation, inter alia, to transfer the Common Areas to the Association, when formed, then, and in such event, the Purchaser, hereby, unconditionally and unequivocally agree and confirm that the Purchaser shall, if so required by the Owner and by the registering authority and upon receiving a request thereto from the Owner sign such deed of conveyance and/or give unconditional and unequivocal consent for such transfer of Common Areas to the Association and the Purchaser also agrees and confirms that such consent shall be and shall always be deemed to have been granted by the Purchaser to the Owner. The Purchaser further unconditionally confirms to bear the proportionate cost towards stamp duty and registration if so required at the time of such transfer. In case the Purchaser refuses to or delays in getting such transfer done within the time required by the Owner or the Act or Rules or Regulations or any other laws applicable from time to time, then the Owner shall as the constituted attorney of the Purchaser be entitled to execute such Deeds of Transfer and present the same for registration before the appropriate authority / Registrar and to also do all such acts and deeds, as are consequent and/or incidental thereto. 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. **Retained Area:** The Owner has earmarked certain constructed areas and/or facilities and amenities in the Complex as morefully described in the **Seventh Schedule** hereunder written ("**Retained Area**") which shall be available for use and enjoyment of certain occupants of the Complex to the exclusion of others or to the use and enjoyment of all the occupants, as the case may be, as may be decided by the Owner at the Owner's sole and absolute discretion and the Purchaser shall not object to the same in any manner whatsoever. The Purchaser shall, in case the Purchaser is permitted to use such Retained Area by the Owner shall be entitled to use such Retained Areas, subject, however, to the Purchaser observing and/or complying with to the rules, regulations / guidelines framed by the Owner. All of such Retained Area shall not form part of the Declaration required to be submitted under the West Bengal Apartment Ownership Act as and when the Association in respect of the Complex is being formed. The Purchaser hereby confirms and acknowledges that the Retained Areas shall be managed/ controlled by the Owner and or its nominees. The Purchaser nor the Association shall have or claim any manner or nature of right and/ or title and/ or interest to/over/in respect of any of the parts and portions of the Retained Area and the Purchaser covenant(s) and undertake(s) not to at any time claim, set up, make, raise etc. any manner/ nature of claim, demand or action contrary to the aforesaid.
3. **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 flats or has been allotted to the specified flats to the exclusion of other flats and shall always be referred to as the "**Limited Common Areas**". A divided and demarcated portions of the top roof of the Residential Tower as 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;

4. **Exclusive Open Terrace/Garden:** The purchasers of specified flats which may have exclusive open to sky terrace/gardens attached to such flats, 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.
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 Residential 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 Flat. 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 Flat 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 Flat, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Flat by making any changes in the Flat, 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 Residential Common Areas and/or in the Flat 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 Flat, 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.

7. **Maintenance of Common Area:** Till the formation of Association and if so decided by the Owner, the Owner may form, as an interim measure, a maintenance body with such name as may be so decided by the Owner (the "**Complex Maintenance Body**"). The management and administration of the Common Area comprised within the Complex shall then be under the control of the Complex Maintenance Body till such time that the Association under the West Bengal Apartment Ownership Act 1972 and/or the rules made thereunder is formed. The initial board of directors of such Complex Maintenance Body, if so formed, shall comprise of seven persons, all being the nominees of the Owner.
8. Pending the formation of the Association and in case the flat owners of the Complex insist on taking over the maintenance and management of the Complex through atleast more than fifty percent of the flat owners elected/selected from amongst all the flat owners then, and in such event, the Owner shall, (in case the Owner has already constituted the Complex Maintenance Body as stated in 5.2 above) insist upon the flat owners to take over such body from the Owner for which the seven nominated members of the Owner in the said body shall resign and seven of the the flat/unit owner's nominee as selected/elected by the flat owners from amongst themselves will replace the seven nominees of the Owner and will constitute the board of directors of the Complex Maintenance Body. In case, however, no such maintenance body is constituted by the Owner then, and in such event, the Owner shall hand over the maintenance and management of the Complex to whatever maintenance body the flat owners will then constitute and such maintenance body,

(whether it is the Complex Maintenance Body or the body constituted by the flat owners) will then (till the formation of the Association) manage and maintain the Complex as the Complex Maintenance Body in the manner so decided by the flat owners.

9. The Owner agrees that after completion of the Complex and within such timeframe as prescribed in the Apartment Ownership Act the Owner shall take necessary steps for formation of the Association. The Purchaser shall be liable to comply with the formalities of becoming members of the Association and also to comply with the Rules and Bye-laws of the Association. For this purpose, the Purchaser will execute a power of attorney in favour of the Owner and/or its nominee for signing the "Declaration" as provided under the West Bengal Apartment Ownership Act, 1972 and/or Rules thereof and in order to enable the Owner to take up and complete all formalities required for formation of the Association and also for the Purchaser to become a member of the said Association.
- 9.1. Within 3 (three) months from the date of formation of the Association the Owner shall, (if the maintenance and management of the Complex has not been taken over by the flat owners from the Owner) handover the maintenance and management of the Common Areas of the Complex to the Association so formed and in case of the Complex Maintenance Body having already taken over the maintenance and management of the Complex then, and in such event, such maintenance body will be liquidated in due process but pending such liquidation the Association shall take over the control, management and administration of all Common Areas within the Complex. 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.

10. **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 so long as the Owner maintains the Complex and/or by the Complex Maintenance Body, if such body is in charge of the maintenance of the Complex and/or the maintenance body formed by the flat owners, as the case may be. 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 flats 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 Flat 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 Complex Maintenance Body or to the body formed by the flat owners or to the Association when 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 maintenance body of the Complex for the time being and such maintenance body shall also be entitled to discontinue the services for the period of non-payment of such expenses by the Purchaser.

10.1. In case the Owner is constrained to maintain the Complex either by itself or through the Complex Maintenance Body, as the case may be, for a period of more than 3 (three) months after obtaining the completion certificate then, and in such event, the Purchaser shall pay to the Owner or to the Complex Maintenance Body, as the case may be, maintenance fee for all the efforts to be done by the Owner and/or the to the Complex Maintenance Body, as the case may be, to be calculated @ 15% of the maintenance charges/expenses payable by the Purchaser and such maintenance fee shall be continued to be payable by

the Purchaser to the Owner or to the Complex Maintenance Body, as the case may be, until the maintenance of the Complex is handed over to the Association.

- 10.2. The Purchaser's proportionate share in all matters concerning the said Flat and / or the Said Apartment, as the case maybe, shall be the proportion which the carpet area of the said Flat 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 or the Association and/or the Complex Maintenance Body, as the case maybe, shall be binding on the Purchaser.
- 10.3. The Owner shall not be liable to make payment of maintenance charges for the unsold flats 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 flats/units in the Complex.
- 10.4. In accordance with Section 16 of the Real Estate (Regulation and Development) Act 2016, the Owner or the Complex Maintenance Body, as the case may be, shall, (in case the maintenance is not handed over to the Association within a period of 2 (two) years from the date of completion certificate) 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 till the Common Areas of the Complex are handed over to the Association. The Purchaser shall contribute (proportionately on the basis of the carpet area or super built up area of the Flat 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.

11. **Name of the Complex:** The Complex shall bear the name “Orbit Urban Park”.

12. **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:

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

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(DEVOLUTION OF TITLE)**

1. By an indenture of sale dated 2<sup>nd</sup> 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 28<sup>th</sup> 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 4<sup>th</sup> 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 18<sup>th</sup> 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 APARTMENT)**  
**(PART - I)**  
**(FLAT)**

**ALL THAT** the residential apartment with the balcony/verandah, if any, as delineated in the map annexed hereto marked **ANNEXURE B** and bordered **BLUE** thereon, **along with** open terrace, if any, (to remain open to sky forever) as delineated in the map annexed hereto marked **ANNEXURE B** and bordered **PINK** thereon as per details given below.

Flat No: \_\_\_\_\_

Floor: \_\_\_\_\_

Carpet area of the Apartment: \_\_\_\_\_ sq ft

Carpet area of balcony/verandah: \_\_\_\_\_ sq ft

Carpet area of open terrace: \_\_\_\_\_ sq ft

Super built up area of the Apartment including balcony: \_\_\_\_\_ sq ft

**PART - II**

**PARKING SPACE**

**ALL THAT** the car 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 Residential 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 Residential Section , earmarked/meant by the Owner for beneficial common use and enjoyment of the Purchaser/other occupants of the Urban Park Residential 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
- Gymnasium
- Swimming pool
- Demarcated open terraces
- Indoor games room
- Banquet with kitchen & toilets
- Changing rooms
- Creche
- Lounge

#### **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 Residential 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**

#### **(RETAINED AREAS)**

#### **THE EIGHTH 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 acknowledge 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)**