

CONVEYANCE

1. Date: _____
2. Place: Kolkata
3. Parties:

- 3.1 **Golden Goenka Realty LLP**, a Limited Liability Partnership firm governed by the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 18, British India Street, Room No. 305, Kolkata- 700069, Post Office Esplanade, Police Station Hare Street, West Bengal (**LLPIN AAG-8008**) (**PAN AAPFG9433L**), represented by its Designated Partner, **Rajeev Goenka**, son of Girdhari Lal Goenka, by faith Hindu, by nationality Indian, by occupation Business, residing at Satyam Towers, Flat 2B/1, 3 Alipore Road, Opposite Horticulture Garden Alipore, Kolkata- 700027, Post Office Alipore, Police Station Alipore , District South 24 Parganas, West Bengal (**PAN ALZPG8966B**) (**AADHAR No. 826890987901**)
- 3.2 **Golden Goenka Estate Private Limited**, a company incorporated under The Companies Act, 2013, having its registered office at 25A, S.P. Mukherjee Road, Kolkata - 700025, Post Office Bhawanipore, Police Station Bhawanipore, West Bengal (**CIN U45201WB2021PTC244935**) (**PAN AAJCG0100B**), represented by its Designated Partner, **Rajeev Goenka**, son of Girdhari Lal Goenka, by faith Hindu, by nationality Indian, by occupation Business, residing at Satyam Towers, Flat 2B/1, 3, Alipore Road, Opposite Horticulture Garden, Alipore, Kolkata- 700027, Post Office Alipore, Police Station Alipore, District South 24 Parganas, West Bengal. (**PAN ALZPG8966B**) (**AADHAR No. 826890987901**)
- 3.3 **RAV Enclaves LLP**, a Limited Liability Partnership Firm registered under the Limited Liability Partnership Act, 2008, having its registered office at 80, Golaghata Main Road, Block A, VIP Tower, Kolkata- 700048, Post Office Lake Town, Police Station Lake Town, West Bengal (**PAN AAUFR1969H**), represented by its Designated Partner, **Anant Goenka**, son of Sri Ashok Kumar Goenka, by faith Hindu, by nationality Indian, by occupation Business, residing at 120, Bangur Avenue, Block C, Kolkata- 700055, Post Office Lake Town, Police Station Lake Town, District North 24 Parganas, West Bengal. (**PAN ALPPG2182F**) (**AADHAR No. 400072347263**)
- 3.4 **AG Ferrum and Alloy Trading LLP**, a Limited Liability Partnership Firm,

registered under the Limited Liability Partnership Act 2008, having its registered office at 120, Bangur Avenue, Block C, Kolkata- 700055, Post Office Lake Town, Police Station Bangur Avenue, District North 24 Parganas, West Bengal (PAN ABPFA1879B), represented by its Designated Partner, **Anant Goenka**, son of Sri Ashok Kumar Goenka, by faith Hindu, by nationality Indian, by occupation Business, residing at 120, Bangur Avenue, Block - C, Kolkata 700055, Post Office Lake Town, Police Station Bangur Avenue, District North 24 Parganas, West Bengal (PAN ALPPG2182F) (AADHAR No. 400072347263).

(Collectively, Owners/Promoters, include its successor-in-interests and permitted assignees)

And

[If the Allotte/Buyer is a company]

3.5 _____, [CIN no. _____] a company incorporated under the provisions of the Companies Act, 1956, and governed by the provisions of the Companies Act, 2013, having its registered office at _____, PIN _____, Post Office _____, Police Station _____, District _____, _____ [PAN _____], represented by its authorized _____, _____, son/ daughter/ wife of _____, by faith _____, by nationality _____, by occupation _____, working for gain at _____, PIN _____, Post Office _____, Police Station _____, District _____, _____ [PAN _____] [Aadhar No. _____] duly authorized vide board resolution date _____.

[OR]

[If the Allotte/Buyer is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____,

PIN _____, Post Office _____, Police Station _____, District _____, _____ [PAN _____], represented by its authorized _____, _____, son/ daughter/ wife of _____, by faith _____, by nationality _____, by occupation _____, working for gain at _____, PIN _____, Post Office _____, Police Station _____, District _____, _____ [PAN _____] [Aadhar No. _____] authorized vide _____.

[OR]

[If the Allotte/Buyer is an Individual]

_____, son/ daughter/ wife of _____, by faith _____, by nationality _____, by occupation _____, aged _____ about _____, residing at _____, PIN _____, Post Office _____, Police Station _____, District _____, _____ [PAN _____] [Aadhar No. _____]

[OR]

[If the Allotte/Buyer is a HUF]

_____, a Hindu Undivided Family, having its place of business at _____, PIN _____, Post Office _____, Police Station _____, District _____, _____ [PAN _____], represented by its Karta _____, _____, son of _____, by faith _____, by nationality _____, by occupation _____, working for gain at _____, PIN _____, Post Office _____, Police Station _____, District _____, _____ [PAN _____] [Aadhar No. _____]

(Allotte/Buyer, includes its successor-in-interest, executors, administrators and permitted assignees).

Owners/Promoters and Allote/Buyer are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

4.1 **Said Apartment:** Residential Apartment No. _____, on the _____ floor, having super built-up area of _____ square feet, more or less corresponding to carpet area of _____ square feet, more or less, totaling to saleable carpet area of _____ square feet, on _____ floor along with along with covered parking no. _____ admeasuring _____ square feet, being more particularly described in **Part I** of **Schedule B** below (**Said Apartment**) and the floor plan of the apartment is annexed hereto and marked as **Part II** of **Schedule B**. The Said Apartment is a part of the Real Estate Project (defined in 5.10.1(iii) below) registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 (**Act**), the West Bengal Real Estate (Regulation and Development) Rules, 2021 (**Rules**) and the Regulations made under the Real Estate (Regulation and Development) Act, 2016 (**Regulations**) with the Real Estate Regulatory Authority (**Authority**) at Kolkata on _____ under Registration No. _____ and the Real Estate Project has been developed as a project named 'Orchid Home' (**Project**) is constructed on land measuring 1 (one) *bigha* 4 (four) *cottah* 13 (thirteen) *chittack* and 21 (twenty one) square feet, more or less, together with structures thereon, lying situate at and being Municipal Premises No. 22D (previously, Premises No. 22), Motilal Basak Lane, Kolkata- 700054, Police Station Phoolbagan, within the limits of Kolkata Municipal Corporation, Ward no. 31, Sub-Registration Office Sealdah, District South 24 Parganas, West Bengal Property described in **Schedule A** below (**Said Property**).

4.2 **Land Share:** Undivided, impartible, proportionate and variable share in the land underneath the Said Building as be attributable and appurtenant to the Said Apartment

(Land Share). The Land Share has been derived by taking into consideration the proportion which the area of the Said Apartment bears to the total area of the Said Building.

4.3 **Share In Common Areas:** Undivided, impartible, proportionate and variable share in the common areas of the Real Estate Project (**Share In Common Areas**), the said common areas of the Real Estate Project being described in **Schedule C** below (**Common Areas**).

4.4 **Said Apartment And Appurtenances:** The subject matter of this Conveyance are 4.1, 4.2 and 4.3 above, being the Said Apartment, and the Share In Common Areas, respectively which are collectively described in **Part I** of **Schedule B** below (collectively **Said Apartment**).

5. Background

5.1 **Ownership of Said Property:** The Owners/Promoters are the absolute and lawful Owners/Promoters of the Said Property i.e land measuring 1 (one) *bigha* 4 (four) *cottah* 13 (thirteen) chittack and 21 (twenty one) square feet, more or less, together with structures thereon, lying situate at and being Municipal Premises No. 22D (previously, Premises No. 22), Motilal Basak Lane, Kolkata- 700054, Police Station Phoolbagan, within the limits of Kolkata Municipal Corporation, Ward no. 31, Sub-Registration Office Sealdah, District South 24 Parganas, West Bengal by virtue of (i) a Sale Deed dated 29th September, 2003, registered from the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book I, Volume No. 1, Pages from 1 to 30, being Deed no. 00516, for the year 2004 (ii) a Sale Deed dated 29th September, 2003, registered from the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book I, Volume No. 1, Pages from 1 to 32, being Deed no. 00517, for the year 2004 (iii) By a Deed of Conveyance dated 9th July, 2022, registered in the Office of the District Sub-Registrar III, South 24 Parganas, recorded in Book I, Volume No. 1603-2022, Pages from 375064 to 375123, being Deed no. 160310528 for the year

2022. The Said Property is more particularly described in **Part I** of **Schedule A** below and the floor plan of the apartment is annexed hereto and marked as **Part II** of **Schedule B**. The Co-Owner/Project Attorney, on behalf of the Owners/Promoters, is entitled to carry out construction upon the Said Property and deal with the transferees of the apartments in the Said Building on the terms and conditions as mentioned in the Attorney/Agency Agreement.

- 5.2 **Real Estate Project:** The Said Property is earmarked for the purpose of construction of a residential building, known as ‘Orchid Home’ (**Real Estate Project or Project**) with the West Bengal Real Estate Regulatory Authority (“**Authority**”), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time.
- 5.4 **Sanction of Plans:** The Owners/Promoters have obtained the sanction of the building plan (**Building Plan**) for the Project from Kolkata Municipal Corporation (**KMC**). The Owners/Promoters agree and undertake that it shall not make any changes to the Building Plan except in strict compliance with section 14 of the Act and other laws as applicable.
- 5.5 **Commencement of the Said Project:** The Kolkata Municipal Authority has granted the commencement certificate to develop the Project vide approval dated bearing no. _____.
- 5.6 **Registration under the Act:** The Owners/Promoters through the Project Attorney, have registered the Real Estate Project under the provisions of the Act with the Authority at Kolkata on _____ under Registration No. _____.
- 5.6 **Announcement of Sale:** The Owners/Promoters through the Project Attorney, formulated a scheme and announced sale of apartments and parking spaces to prospective purchasers (**Transferees**).
- 5.7 **Application and Allotment to Allotte/Buyer:** The Allotte/Buyer, intending to be a Transferee, upon full satisfaction of the Owners’/Promoters’ title and the Project

Attorney's authority to sell, applied for purchase of the Said Apartment And Appurtenances and the Owners/Promoters through the Project Attorney, have allotted the same to the Allote/Buyer, who in due course entered into an agreement for sale dated _____ (**Said Agreement**) for purchase of the Said Apartment And Appurtenances, on the terms and conditions contained therein.

- 5.8 **Construction of Said Apartment:** The Owners/Promoters through the Project Attorney, have completed construction of the Said Apartment.
- 5.9 **Conveyance to Allote/Buyer:** In furtherance of the above, the Owners/Promoters are completing the Conveyance of the Said Apartment And Appurtenances in favour of the Allote/Buyer, by these presents, on the terms and conditions contained herein.
- 5.10 **Satisfaction of Allote/Buyer:** The undertaking of the Allote/Buyer to the Owners/Promoters that the Allote/Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners/Promoters, right and entitlement of the Project Attorney, the Building Plan, all background papers, the right of the Owners/Promoters to grant this Conveyance and the negative covenants mentioned above and/or elsewhere in this Conveyance and the Allote/Buyer hereby accepts the same and shall not raise any objection with regard thereto.
- 5.11 **Rights Confined to Said Apartment And Appurtenances:** The undertaking of the Allote/Buyer to the Owners/Promoters that the right, title and interest of the Allote/Buyer is confined only to the Said Apartment And Appurtenances and the Owners/Promoters is entitled to deal with and dispose off all other portions of the Said Property and the Said Building to third parties at the sole discretion of the Owners/Promoters, which the Allote/Buyer hereby accepts and to which the Allote/Buyer, under no circumstances, shall be entitled to raise any objection.

6. Transfer

6.1 **Hereby Made:** The Owners/Promoters hereby sell, convey and transfer to and unto the Allote/Buyer, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Apartment And Appurtenances, described in **Part I** of **Schedule B** below, being:

6.1.1 **Said Apartment:** The Said Apartment i.e. Residential Apartment No. _____, having super built-up area of _____ square feet, more or less corresponding to carpet area of _____ square feet, more or less, totaling to saleable carpet area of _____ square feet, on _____ floor along with along with covered parking no. _____ admeasuring _____ square feet, being more particularly described in **Part I** of **Schedule B** below in and the floor plan of the apartment is annexed hereto and marked as **Part II** of **Schedule B**, being part of the Real Estate Project registered under the provisions of the Act, the Rules and the Regulations with the Authority at Kolkata on _____ under Registration No. _____, the Real Estate Project named '**Orchid Home**' is constructed on the Said Property more particularly described in the **Part I** of **Schedule A** below, being land measuring 1 (one) *bigha* 4 (four) *cottah* 13 (thirteen) *chittack* and 21 (twenty one) square feet, more or less, together with structures thereon, lying situate at and being Municipal Premises No. 22D (previously, Premises No. 22), Motilal Basak Lane, Kolkata- 700054, Police Station Phoolbagan, within the limits of Kolkata Municipal Corporation, Ward no. 31, Sub-Registration Office Sealdah, District South 24 Parganas, West Bengal.

6.1.2 **Said Land:** The Said Land Share, being the undivided, impartible, proportionate and variable share in the land underneath the Said Building as be attributable and appurtenant to the Said Apartment. The Land Share has been derived by taking into consideration the proportion which the area of the Said Apartment bears to the total area of the Said Building;

6.1.3 **Share In Common Areas:** The Share In Common Areas, being the undivided, impartible, proportionate and variable share in the common areas of the Real Estate

Project, the said common areas of the Real Estate Project being described in **Schedule C** below.

7. Consideration and Payment

7.1 **Consideration:** The aforesaid conveyance of the Said Apartment And Appurtenances and the car parking space is Rs. _____ (Rupees _____ only (**Total Price**) including Rs. _____ (Rupees _____) for the Said Apartment along with Rs. _____ (Rupees _____) for the right to park ____ (____) car/s admeasuring _____ square feet further along with the charges payable for the extras amounting to Rs. _____ (Rupees _____) + G.S.T. as applicable, amounting to Rs. _____ (Rupees _____) is being made by the Allottee/Buyer to the Project Attorney, for all Owners/Promoters/Developer in consideration of a sum of Rs. _____/- (Rupees _____), paid by the Allotte/Buyer to the Owners/Promoters (through the Project Attorney), the receipt of which the Owners/Promoters hereby and by the Memo and Receipt of Consideration below, admit and acknowledge.

8. Terms of Transfer

8.1 **Title, Sanctioned Plans and Construction:** The Allotte/Buyer has examined or caused to be examined the following and the Allotte/Buyer is fully satisfied about the same and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the same and also further waive the right, if any, to do so:

- (a) The right, title, interest and authority of the Owners/Promoters in respect of the Said Property, the Said Building and the Said Apartment And Appurtenances;
- (b) The Building Plan sanctioned by the Kolkata Municipal Corporation;

- (c) The construction and completion of the Said Building, the Common Areas, the Said Apartment and the Said Parking Space (if any) including the quality, specifications, materials, workmanship and structural stability thereof.
- 8.2 **Measurement:** The Allotee/Buyer has measured the area of the Said Apartment and is satisfied regarding the same and agrees and covenants not to ask for any details or question the computation of area or make any claims in respect thereof.
- 8.3 **Salient Terms:** The transfer of the Said Apartment and Appurtenances being effected by this Conveyance is:
- 8.3.1 **Conveyance:** sale within the meaning of the Transfer of Property Act, 1882.
- 8.3.2 **Absolute:** absolute, irreversible and in perpetuity.
- 8.3.3 **Free from Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to *lis pendens*, attachments, liens, charges, mortgages, trusts, *debutters*, reversionary rights, residuary rights, claims and statutory prohibitions.
- 8.3.4 **Benefit of Common Portions:** subject to the terms and conditions of this Conveyance, together with proportionate ownership, benefit of user and enjoyment of the Common Areas described in the **Schedule C** below, in common with the other co-transferees of the Said Building, including the Owners/Promoters retaining any Apartment in the Said Building.
- 8.4 **Subject to:** The sale of the Said Apartment and Appurtenances being effected by this Conveyance is subject to:
- 8.4.1 **Payment of Rates & Taxes:** the Allotee/Buyer regularly and punctually paying costs, expenses, deposits and charges for Municipal Tax, surcharge, levies, cess, etc.

(collectively **Rates & Taxes**), as be assessed for the Said Apartment And Appurtenances.

8.4.3 **Payment of Maintenance Charge:** The Allotte/Buyer regularly and punctually paying proportionate share (**Maintenance Charge**) in the common expenses for maintenance and upkeep of the Common Areas, indicatively described in **Schedule D** below (collectively **Common Expenses/Maintenance Charge**).

8.4.4 **Observance of Covenants:** The Allotte/Buyer observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **Schedule E** below.

8.4.5 **Indemnification by Allotte/Buyer:** Indemnification by the Allotte/Buyer about the Allotte/Buyer faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Allotte/Buyer hereunder. The Allotte/Buyer agrees to keep indemnified the Owners/Promoters of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Owners/Promoters by reason of any default of the Allotte/Buyer.

9. Possession

9.1 **Delivery of Possession:** *Khas*, vacant, peaceful, satisfactory, acceptable and physical possession of the Said Apartment And Appurtenances has been handed over by the Owners/Promoters through Project Attorney to the Allotte/Buyer, which the Allotte/Buyer admits, acknowledges and accepts.

10. Outgoings

10.1 **Payment of Outgoings:** All municipal taxes on the Said Apartment And Appurtenances, relating to the period till the date of expiry of the notice of possession of the Said Apartment And Appurtenances to the Allotte/Buyer (**Date Of Possession**), whether as yet demanded or not, shall be borne, paid and discharged by the

Owners/Promoters and all liabilities, outgoings, charges, taxes and levies relating to the Said Apartment And Appurtenances from the Date Of Possession shall be borne, paid and discharged by the Allote/Buyer.

11. Holding Possession

11.1 **Allote/Buyer Entitled:** The Owners/Promoters hereby covenant that the Allote/Buyer shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Apartment And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Allote/Buyer, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Owners/Promoters or any person lawfully or equitably claiming any right or estate therein from, under or in trust from the Owners/Promoters.

12. Further Acts

12.1 **Owners/Promoters to do:** The Owners/Promoters hereby covenant that the Owners/Promoters or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Allote/Buyer and/or successors-in-interest of the Allote/Buyer, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Allote/Buyer to the Said Apartment And Appurtenances.

13. Defect Liability:

13.1 It is agreed that in any structural defect or any other structure related defect in workmanship, quality or provision of services or any other obligations of the Owners/Promoters as per the agreement for sale relating to such development is brought to the notice of the Owners/Promoters within a period of 5 (five) years by the

Allottee from the date of handing over possession, and/or date of Completion Certificate whichever is earlier it shall be the duty of the Owners/Promoters to rectify such defects without further charge, within 30 (thirty) days from the date of bringing such defect notice in writing to the Owners/Promoters , and in the event of Owner's/Promoter's failure to rectify such defects to be certified by the Project Architect within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act. It is clarified that after taking possession of the Said Apartment, every Allottee shall provide interior drawings if any as prepared by Allottee and/or his/her representative to the Owners/Promoters for taking necessary approvals before initiating interior works to check whether such work will effect the columns, beams, ceiling, floor, walls and other structural components of the Said Apartment, in order to prevent any damage to the structural strength of the Said Apartment/Said Building.

14. General

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

14.2 **Over Riding Effect:** It is clarified that this Conveyance shall supersede and/or shall have over riding effect on the agreement for sale and/or any other documents executed prior to the date of this Conveyance.

15. Interpretation

15.1 **Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.

- 15.2 **Headings:** The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.
- 15.3 **Definitions:** Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 15.4 **Documents:** A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

SCHEDULE 'A'

(Said Property)

Land measuring 1 (one) *bigha* 4 (four) *cottah* 13 (thirteen) *chittack* and 21 (twenty one) square feet, more or less, together with structures thereon, lying situate at and being Municipal Premises No. 22D (previously, Premises No. 22), Motilal Basak Lane, Kolkata- 700054, Police Station Phoolbagan, within the limits of Kolkata Municipal Corporation, Ward no. 31, Sub-Registration Office Sealdah, District South 24 Parganas, West Bengal, the floor plan of the apartment is annexed hereto and marked as **Part II of Schedule B** and butted and bounded as follows:

- On the North** : By Premises No. 22C, Motilal Basak Lane
On the East : By Motilal Basak Lane (KMC Road)
On the South : By Bholanath Dr. Lane
On the West : By Motilal Basak Lane

SCHEDULE 'B'

Part I

(Said Apartment and Appurtenances)

(a) The Said Apartment, Residential Apartment No. _____, having super built-up area of

_____ square feet, more or less corresponding to carpet area of _____ square feet, more or less, totaling to saleable carpet area of _____ square feet, on _____ floor along with along with covered parking no. _____ admeasuring _____ square feet, which is part of the Said Property described in **Schedule A** above.

The layout of the Said Apartment is defined in **Part II** of **Schedule B**

(b) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Real Estate Project described in **Schedule C** below, as be attributable and appurtenant to the Said Apartment; **and**

(c) The Land Share, being undivided and impartible share in the land underneath the Said Apartment.

(d) The Said Parking Space, being the right to park ___ (___) medium sized car in covered space, admeasuring ___ (_____) square feet, in the said Project; and

Part II
(Floor Plan)

SCHEDULE 'C'

(Common Areas Of the Real Estate Project)

(Which Are Part Of the Real Estate Project)

- Land underneath the building and statutory open spaces with the land
- Lobbies and staircases
- Underground and over-head reservoir, water tanks, all supply/drain water pipes (save those inside any flat), Deep Tube Well, boundary walls, main gate, meter room and roof of the building.
- Darwan/Guard/Care Taker's room
- Electric Meter Room, wiring and accessories for lighting of common areas, Pump and Motor,
- Electrical installations relating to meter for receiving electricity from WBSEDCL/CESC Ltd.

- Lift with all its installations
- Common Toilet on the ground floor
- Intercom system/CCTV
- Other common area and installations and/or equipment as provided in the new building for common use and enjoyment.

Schedule 'D'
(Common Expenses)

Part 1

Price for the Apartment	:	Rs. _____/-
Price for 1 (one) Car Parking	:	Rs. _____/-
Total Price	:	Rs. _____/-
GST	:	Rs. _____/-
Total	:	Rs. _____/-

Part 2

Particulars	Amount
Application / Token Money	Rs. _____/-
On _____	
On _____	
On _____	
On _____	
On _____	
On Possession	

Extras

Particulars	Amount
Generator Charges	Rs. _____/- + GST (as applicable)
Transformer Charges	Rs. _____/- + GST (as applicable)
Sinking Fund	Rs. _____/- + GST (as applicable)
Association Formation	Rs. _____/- + GST (as applicable)

Charges	
Legal Charges	Rs. /- + GST (as applicable)

SCHEDULE 'E'

(Covenants)

The Allote/Buyer covenant with the Owners/Promoters (which expression includes the body of apartment owners of the Real Estate Project under the West Bengal Apartment Owners/Promotership Act, 1972 (“**Association**”), wherever applicable) and admit and accept that the Allote/Buyer shall:

- (a) **Co-operate in Management and Maintenance:** Co-operate in the management and maintenance of the Said Building.

- (b) **Meter and Cabling:** Be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Owners/Promoters or to the other Apartment Owners/Promoters. The main electric meter shall be installed only at the common meter space in the Said Project. The Allote/Buyer 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 Said Building, the Said Property, and outside walls of the Said Building.

- (c) **Residential Use:** Use the Said Apartment for residential purpose only. Under no circumstances shall the Allote/Buyer uses or allows the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Owners/Promoters shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

- (d) **No Alteration:** Not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the Said Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment. In the event the Allote/Buyer makes any alterations/changes, the Allote/Buyer shall compensate the Owners/Promoters/the Association (upon formation) (as the case may be) as estimated by the Owners/Promoters/the Association (upon formation) for restoring it to its original state.
- (e) **No Structural Alteration and Prohibited Installations:** The Allote/Buyer shall not install any dish-antenna on the balcony and/or windows of the Said Building/Said Apartment and/or on any external part of the Said Building and/or the roof thereof. The Allote/Buyer shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Allote/Buyer shall install pipelines and ledge only at such places, as be specified and prescribed by the Owners/Promoters. Grills may only be installed by the Allote/Buyer on the inner side of the doors and windows of the Said Apartment at its own cost. The Allote/Buyer shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Owners/Promoters, it being clearly understood by the Allote/Buyer that no out-door units of split air-conditioners will be installed on the external walls of the Said Apartment/Said Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Allote/Buyer shall install the out-door unit of the same either inside the Allote/Buyer's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Allote/Buyer shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Allote/Buyer accepts that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all. Save and except as permitted by the Owners/Promoters/the Facility Manager/the Association (upon formation) in writing, not alter, modify or in any manner change the structure or any civil construction in the Said Apartment And Appurtenances or the Common Areas or the Said Building. Further, the Allote/Buyer shall not make any additional construction to cover the balcony of the Said Apartment.

- (f) **No Sub-Division:** Not sub-divide the Said Apartment And Appurtenances and the Common Areas, under any circumstances.
- (g) **No Changing Name:** Not change/alter/modify the names of the Said Building and the Said Complex from that mentioned in this Conveyance.
- (h) **Trade Mark Restriction:** Not to use the name/mark *Orchid Home* in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever **save and except** for the purpose of address of the Said Apartment and if the Allote/Buyer does so, the Allote/Buyer shall be liable to pay damages to the Owners/Promoters and shall further be liable for prosecution for use of the mark *Orchid Home*.
- (i) **No Nuisance and Disturbance:** Not use the Said Apartment or the Common Areas or the Said Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Project/Said Building and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.
- (j) **No Storage:** Not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.
- (k) **No Throwing Refuse:** Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas **save** at the places indicated therefor.
- (l) **No Injurious Activities:** Not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Said Parking Space, if any or the Common Areas.
- (m) **No Storing Hazardous Articles:** Not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment and the Said Parking Space, if any.

- (n) **No Signage:** Not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Apartment /Said Building **save** at the place or places provided therefor **provided that** this shall not prevent the Allote/Buyer from displaying a standardized name plate outside the main door of the Apartment.
- (o) **No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment **save** usual home appliances.
- (p) **No Installing Generator:** Not install or keep or run any generator in the Said Apartment and the Said Parking Space, if any.
- (q) **No Use of Machinery:** Not install or operate any machinery or equipment except home appliances.
- (r) **No Misuse of Water:** Not misuse or permit to be misused the water supply to the Said Apartment.
- (s) **No Damage to Common Areas:** Not damage the Common Areas in any manner and if such damage is caused by the Allote/Buyer and/or family members, invitees or servants of the Allote/Buyer, the Allote/Buyer shall compensate for the same.
- (t) **No Hanging Clothes:** not hang or cause to be hung clothes from the exterior portions of the Said Apartment.
- (u) **Fire Safety and Air Conditioning Equipment:** Not object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being installed inside the Said Apartment and/or the Common Areas, as per statutory requirements. The Allote/Buyer hereby understands and accepts that as per the present statutory requirements/fire norms, the fire extinguisher pipe line/fire sprinklers cannot be concealed within any wall and/or ceiling of the Said Apartment and consequently all fire extinguisher pipe line/fire

sprinklers installed in the Said Apartment shall always remain exposed and the Allotee/Buyer shall not raise any objection in any manner whatsoever with regard thereto and further the Allotee/Buyer hereby confirms that the Allotee/Buyer shall not violate any terms of the statutory requirements/fire norms.

(v) **No Smoking in Public Place:** Not to smoke in public places of the Said Building/Other Building/Said Premises and the Allotee and his/her/its guests shall not throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but shall dispose them off in dustbins after ensuring that the fire is fully smothered/extinguished.

(w) **No Plucking Flowers:** Not to pluck flowers or stems from the gardens.

(x) **No Littering:** Not to throw or allow to be thrown litter in the Said Building/Said Premises.

(y) **No Trespassing:** Not to trespass or allow to be trespassed over lawns and green plants within the Said Building/Said Premises.

(z) **No Overloading Lifts:** Not to overload the passenger lifts and move goods only through the staircase of the Said Building.

(za) **No Use of Lifts in Case of Fire:** Not to use the lifts in case of fire.

(zb) **No Covering of Common Portions etc.:** Not to cover the Common Portions, fire exits and balconies/terraces (if any) of the Said Apartment.

12.1 **Notification Regarding Letting/Transfer:** If the Allotee/Buyer lets out or sells the Said Apartment And Appurtenances, the Allotee/Buyer shall immediately notify the Association (upon formation) of the tenant's/Allotee/Buyers address and telephone number.

16. Execution and Delivery

16.1 In Witness Whereof the Parties have executed and delivered this Conveyance on the date mentioned above.

Golden Goenka Realty LLP
Golden Goenka Estate Private Limited
RAV Enclaves LLP
AG Ferrum and Alloy Trading LLP

[Owners/Promoters]

[Allotte/Buyer]

Drafted by:

Advocate,
High Court, Calcutta

Witnesses:

Signature_____

Signature_____

Name_____

Name_____

Father's Name _____

Father's Name _____

Address_____

Address_____

Receipt of Consideration

Received from the within named Allotte/Buyer the within mentioned sum of Rs. _____ (Rupees _____) only (**Total Price**) including Rs. _____ (Rupees _____) for the Said Apartment along with Rs. _____ (Rupees _____) for the right to park ____ (____) car/s admeasuring _____ square feet further along with the charges payable for the extras amounting to Rs. _____ (Rupees _____) + G.S.T. as applicable, amounting to Rs. _____ (Rupees _____)

Golden Goenka Realty LLP
Golden Goenka Estate Private Limited
RAV Enclaves LLP
AG Ferrum and Alloy Trading LLP

[Owners/Promoters]

Witnesses:

Signature _____ Signature _____

Name : _____ Name : _____