

## DEED OF CONVEYANCE

1. **Date:** \_\_\_\_\_

2. **Place:** Kolkata

3. **Parties:**

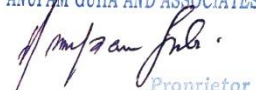
(1) **SRI DILIP KUMAR VERMA** (Having Pan no-AEFPV2812Q; Aadhaar No- 721859883150; Mob No - .....), by faith -Hindu, by Nationality- Indian; by Occupation- Business, residing at 61/1B, B.L. Saha Road, 3<sup>rd</sup> Floor, Flat No-9, P.O- Alipore, P.S- Behala, Kolkata-700053,

(2) **SRI VIDYA SAGAR SINGH**, Pan No- ATTPS0036J, son of Late Murli Dhar Singh (having Pan No- ATTPS0036J; Aadhar No- 312974260031; Mob No-.....), son of Late Murli Dhar Singh, by faith -Hindu, by Nationality- Indian; by Occupation- Business, residing at 61/1B, B.L. Saha Road, 4<sup>th</sup> Floor, Flat No-13 , P.O- Alipore , P.S- Behala, Kolkata-700053, (Collectively **Owners**, which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, legalrepresentatives, administrators, successors-in-interest and/or assigns)

**And**

**M/S. ANUPAM GUHA & ASSOCIATES**, a Proprietorship Firm having its registered office at Premises No. 98 B, N.S.C. Bose Road, Police Station – Netaji Nagar, P.O. Regent Park, Kolkata – 700 040 represented by its Proprietor Sri Anupam Guha son of Late Sukharanjan Guha, (having Pan No. AGJPG0760G and Aadhaar Card no. 205540033591, by occupation - Business, by Faith – Hindu, residing at Premises No. 5/17, Netaji Nagar, P. S. – Netaji Nagar, P.O. Regent Park, Kolkata–700 040, hereinafter collectively referred to as the **Developer** (which expression shall unless excluded by or repugnant to the context be deemed to include its Partners, executors, legal representatives, successors-in-office, administrators, successors-in-interest and/or assigns)

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**And**

\_\_\_\_\_ [PAN \_\_\_\_\_], son of \_\_\_\_\_, residing at \_\_\_\_\_, Kolkata-\_\_\_\_\_, Police Station \_\_\_\_\_, Post Office \_\_\_\_\_, District : \_\_\_\_\_, hereinafter collectively referred to as the **Purchasers** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their successor and/or successors-in-interest and assigns)

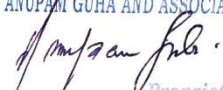
The term "**Vendors**" shall mean jointly the Owners and the Promoter and where the context so permits, it shall refer to only such of them as is concerned with the relevant matter/issue. The Vendor and the Purchaser shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

The term "**Purchaser**" shall mean and include:

- (a) If he/she be an individual, then the heirs, successors, executors, administrators, legal representatives and assigns of such individual.
- (b) If it be a Hindu Undivided Family, then the members of such Hindu Undivided Family from time to time and their respective heirs, successors, executors, administrators, legal representatives and assigns.
- (c) If it be a Company or a Limited Liability Partnership, then its successor or successors-in-interest and assigns.
- (d) If it be a Partnership Firm, then the partners of such partnership firm from time to time and their respective heirs, successors, executors, administrators, legal representatives and assigns.
- (e) If it be a Trust, then Trustees of such Trust from time to time and their respective successors-in-office and assigns.

## **2. Subject Matter of Sale:**

Sale on ownership basis of the Residential Flat No. \_\_\_\_\_ on \_\_\_\_\_ floor, having super built-up area measuring \_\_\_\_\_ ( \_\_\_\_\_ ) more or less corresponding to carpet area measuring \_\_\_\_\_ ( \_\_\_\_\_ ) square feet,

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more or less, comprised in Block \_\_\_\_\_ (**Said Block**), more fully described in **Part-I** of the **2<sup>nd</sup> Schedule** below and delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon (**Said Flat**) (described in the **Part-I** of **Schedule-G**) in the proposed residential project to be called as "ORCHID ESTATE " (**Said Project**), to be constructed on divided and demarcated portion of land situated, lying under KMC Premises no-294 ,M.G.Road , Police Station – Haridevpur , Kolkata-700104 under Ward no-142 District south 24 Pgs (**Said Property**) described in **Schedule-B** subject to the mutual easements and restrictions mentioned in this Deed including in **Schedule-D** hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in **Clause 7.1, Clause 7.3** and **Schedule-E. Together With** the right to park in the parking space/s described (**Said Parking Space**) (described in the **Part-II** of **Schedule-G**)

### **3. Background:**

3.1 The Owners are the absolute and lawful owners of the Said Property described in **Schedule B** hereto. The devolution of the title of the Owners in respect of the Said Property is mentioned in **Schedule-A (Title)**.

3.2 The Owners have entered into the Development Agreement with the Promoter for the development of the Said Property.

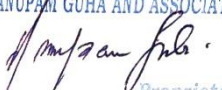
3.3 The Said Property is earmarked for the purpose of building a residential-cum-commercial project having multi-storied buildings and the Project has been named "**ORCHID ESTATE**".

3.4 The Promoter has got the Plans sanctioned by KOLKATA MUNICIPAL CORPORATION and has constructed the Buildings at the Said Property. The Project was registered under the Real Estate Regulation Act, 2016 (RERA) with the West Bengal Real Estate Regulatory Authority at WB RERA Office, Kolkata on \_\_\_\_\_ under Registration No. \_\_\_\_\_ and accordingly, the West Bengal Real Estate (Regulation and Development) Rules, 2021 (WB RERA Rules) is also applicable to the Project. RERA and the amendments and substitutes thereof and all rules, regulations, notifications, circulars, orders

and byelaws thereunder as may be applicable from time to time is hereinafter referred to as “the **Act**” and WBREERA Rules and the amendments and substitutes thereof as may be applicable from time to time is hereinafter referred to as may be applicable, are hereinafter referred to as “the **Rules**”.

3.4 By and under the Agreement, it was agreed that the Said Flat would be sold, conveyed and transferred by the Vendors to the Purchaser at and for the Agreed Consideration/Total Price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) on the terms and conditions contained therein. In the Agreement, the area of the Said Flat was mentioned as Carpet Area of \_\_\_\_\_square feet, Built up Area of \_\_\_\_\_square feet and corresponding Super Built-up area of \_\_\_\_\_square feet was mutually agreed and accepted by the parties. Upon construction, the said Apartment contains Carpet Area of \_\_\_\_\_ square feet, Built up Area of \_\_\_\_\_square feet corresponding to Super Built-up area of \_\_\_\_\_square feet that has been mutually agreed and accepted by the parties. Accordingly, the consideration of Rs. \_\_\_\_\_/- mentioned in the Agreement has been proportionately increased to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) due to the increase in Carpet Area. Accordingly, the said Apartment Unit is more fully and particularly mentioned and described in **Schedule G** hereto with the aforesaid change of final increased measurement.

3.5 The Purchaser confirms that after independently examining and verifying or causing independent examination and verification and being thoroughly satisfied about the ownership and title of the Owners in respect of the Said Property and the documents relating thereto, the right, title, interest and entitlement of the Promoter as the developer in respect of the Said Property, the Plans sanctioned by the \_\_\_\_\_ and the necessary approvals and permissions and after inspection of the Said Flat and the Buildings including the Common Areas and being thoroughly satisfied about the actual constructions (including the quality and specifications thereof, the Carpet Area, Built-up Area and Super Built-up Area of the said Apartment Unit, the workmanship, the quality of materials used, the structural stability and the construction of the Buildings, the Common Areas and the Said Flat), the Purchaser is completing the purchase of the Said Flat pursuant to the Agreement between

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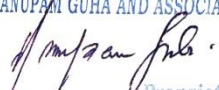
the Vendors and the Purchaser. Prior to execution of this Deed, the Purchaser has made payment of the Agreed Consideration/Total Price, the Additional Liabilities and Security Deposits mentioned in the Agreement to the Promoter. The Purchaser undertakes and covenants not to raise henceforth any objection or make any requisition regarding any of the above matter/issues and also waives and disclaims all claims and rights, if any, to do so. The Purchaser declares and confirms that the construction of the Buildings including the Said Flat is complete in all respects to the complete satisfaction of the Purchaser though the Occupancy/Completion Certificate shall be obtained by the Promoter in due course and that the delay, if any, in completion has been and/or is deemed to be condoned and that the Vendors have complied with all their obligations including those under the Act and that the Purchaser has no complaint or claim whatsoever against the Vendors or any of them on any account whatsoever and the Purchaser also waives and disclaims all claims and rights, if any.

#### 4. **Now this Indenture witnesses:**

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

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

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

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4.1.2 The term '**the said Apartment Unit**' wherever used in this Deed shall include all the properties and rights mentioned in **Clause 4.1.1** hereinbefore which are being hereby sold and/or granted, unless contrary to the context and it is expressly made clear that the same constitute one residential unit.

4.1.3 Neither any of the (i) open and covered spaces in the Buildings and the Said Property not included in the Common Areas mentioned in **Schedule C**, (ii) other Apartments, Commercial Spaces, Apartment Units, Commercial Units and Parking Spaces in the Buildings (except the right to park medium sized car(s) in the said Parking Space) and/or the Said Property in as much as the same shall belong exclusively to the Vendors is intended to be transferred, nor the same shall be transferred in favour of the Purchaser and the Purchaser shall have no right, title, interest, claim or entitlement whatsoever in respect thereof and the Vendors shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by the Vendors in their absolute discretion, without any reference to the Purchaser who hereby consents to the same and hereby disclaims, relinquishes, releases and/or waives any right, title, interest, entitlement or claim that the Purchaser may be entitled to, both in law or in equity, in favour of the Vendors.

4.1.4 Notwithstanding anything to the contrary contained elsewhere, it is clarified that the Vendors shall continue to be entitled to use and utilise the Common Areas mentioned in **Schedule-C** hereto.

4.1.5 The proportionate share of the Purchaser in respect of any matter referred to under this Deed shall be such as may be determined by the Promoter from time to time and the Purchaser agrees, undertakes and covenants to accept the same notwithstanding variations.

4.1.6 The right of the Purchaser regarding the Undivided Share shall be variable depending on Additional/Further Constructions, if any, made by the Promoter from time to time and the Purchaser hereby irrevocably consents to the same. Any such variation shall not affect the Total Price / Agreed Consideration and no claim can be raised regarding the same by the Purchaser and the Purchaser shall not be entitled to and covenants not to demand any refund

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out of the Total Price / Agreed Consideration paid by the Purchaser on the ground of or by reason of any variation of the Undivided Share.

4.1.7 The Promoter shall be entitled at all times to install, display and maintain its name and/or logo on the roofs (including Common Roof Area) of the Buildings and/or other areas in the Buildings and/or the Said Property by putting up hoardings, display signs, neon-signs, lighted displays, etc. without being required to pay any charges for the same other than payment of electricity consumed on actuals, and no one including the Unit Owners and the Association shall be entitled to object or to hinder the same in any manner whatsoever.

4.1.8 The Purchaser shall upon issue of the Occupancy/Completion Certificate by the \_\_, be entitled to occupy, possess, use and enjoy the said Apartment Unit in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Unit Owner and/or the Vendors.

4.1.9 Only the Common Roof Area shall be meant for common use and form part of the Common Areas. The Common Roof Area includes the areas of the lift Machine Room and water tank and shall be used for any common installations and facilities as may be necessary from time to time as also for fire refuge area on the roof, if required. The Common Roof Area shall be maintained by the Maintenance Agency and costs of the same shall form part of the Common Expenses. Antenna may be installed only on the portion of the Common Roof Area above the lift Machine Room and water tank.

4.1.10 Besides the additions and alterations permissible under the Act and/or the Rules, the Purchaser has irrevocably consented to and/or hereby irrevocably consents to the modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the Buildings, the Common Areas and/or the ground floor layout made and/or to be made by the Promoter and/or as may be deemed necessary and/or as may be advised by the Architects and/or as may be required by any authority including the \_\_\_\_\_ and the same is and shall be deemed to be the previous written consent under the Act. Prior to the booking of the said Apartment Unit, the Purchaser had been informed

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and made aware that the ground floor layout including the Common Areas and its location may undergo changes and/or modifications and the Purchaser has consented to and/or hereby consents to the same and this is and shall be deemed to be the previous written consent of the Purchaser in terms of the Act. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total number of Common Areas mentioned in Schedule C shall not be reduced to the detriment of the Purchaser.

4.1.11 The Purchaser has irrevocably consented and/or hereby irrevocably consents that the Promoter shall be entitled to make in future Additional/Further Constructions by way of additional/further construction in the Said Property including by raising of any additional floor/storey/construction over the roofs of the Buildings (including the Common Roof Area) and/or by way of construction of additional buildings/structures in the open land/spaces in the Said Property and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Buildings and/or the Common Areas and such future Additional/Further Constructions/ exploitation shall belong exclusively to the Vendors who shall be entitled to sell, transfer, convey and/or otherwise deal with and dispose of the same in any manner whatsoever and appropriate all considerations and other amounts receivable in respect thereof. For the aforesaid purpose the Promoter is entitled to shift any part of the Common Areas (including common areas and installations, lift machine rooms and water tanks and the Common Roof Area) to the ultimate roofs and also to make available the Common Areas and all utility connections and facilities to the additional/further constructions. The Promoter shall, if required, be entitled to obtain necessary permission / sanction from the concerned authorities regarding the above or get the same regularized/approved on the basis that the Vendors have an irrevocable sole right in respect of the same and the Purchaser has irrevocably consented and/or hereby irrevocably consents to the same. It is agreed that such modifications, additions and/or alterations shall not affect the Agreed Consideration / Total Price and that the total number of Common Areas mentioned in Schedule 'C shall not be reduced to the detriment of the Purchaser.

4.1.12 Notwithstanding anything to the contrary contained elsewhere it is hereby made clear that any area not included in the Common Areas that remains unsold shall belong exclusively to the Vendors and the Vendors shall be entitled to deal with and dispose of the same in any

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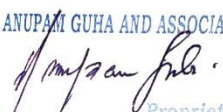
manner they deem fit and appropriate the consideration for the same.

4.1.13 Non-enforcement of any right by the Vendors or any indulgence granted by the Vendors to the Purchaser or any other Unit Owner shall not amount to any waiver of any of the rights of the Vendors.

4.1.14 If at any time there be demand, imposition of or enhancement of any tax, duty, levy, cess, surcharge or fee (including Goods & Services Tax) under any statute or regulation on the Said Property, the Buildings and/or the said Apartment Unit or on the construction or transfer of the said Apartment Unit or any portion thereof in accordance with law (whether payable to the concerned authority by the Vendors or the Purchaser) the same shall be borne and paid by the Purchaser, wholly in respect of the said Apartment Unit and proportionately in respect of the Said Property, the Buildings and the Common Areas, without raising any objection thereto. The Vendors shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Purchaser shall make such payment within 7 (seven) days of demand being made by the Vendors and/or the concerned authority. It is expressly agreed that the same shall be the liability of the Purchaser and the Vendors shall be entitled to recover the same from the Purchaser and the Promoter and/or the Owners shall be entitled to recover the same from the Purchaser if any such payment is made by the Promoter and/or the Owners for any reason.

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

4.1.16 The Purchaser shall be entitled To Have And To Hold the said Apartment Unit hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever in the manner not inconsistent with the rights of the Purchaser hereunder and subject to the Purchaser not committing any breach, default or violation and subject to the Purchaser not creating any hindrance relating to the rights and/or entitlements of any other Unit Owners and/or the Vendors.

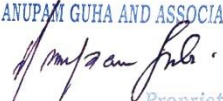
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4.1.17 The sale of the said Apartment Unit is together with and subject to the mutual easements and restrictions mentioned in this Deed including in **Schedule-D** hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in **Clause \_\_\_\_\_**, **Clause \_\_** and **Schedule-E** hereto, which shall be covenants running with the said Apartment Unit in perpetuity.

4.1.18 Notwithstanding anything to the contrary contained elsewhere in this Deed or otherwise it is hereby expressly agreed and made clear as follows:

- (a) The open and covered Car Parking Spaces sanctioned by the \_\_\_\_\_ are meant to be used only for parking cars by the Purchasers of this Project only.
- (b) The total number of open and covered Car Parking Spaces in the Project exceeds the total number of Units in the Project. The sizes of the Units are different and the car parking space requirement of the Purchasers also varies.
- (c) For the sake of certainty and clarity and to avoid any confusion, specified car parking spaces are being earmarked and allotted along with specified Units so that the same cars are parked in the same space every day.
- (d) Accordingly, at the request of the Purchaser, the Promoter has allotted the said Car Parking Space for exclusive use by the Purchaser.
- (e) It is expressly made clear that only right of use is being granted in respect of the said Car Parking Space and no sale is being made.

4.1.19 Notwithstanding anything to the contrary contained elsewhere in this Deed, it is expressly declared that the transfer of the proportionate, variable, undivided and impartible share in the Common Areas in the name of the Purchaser is being done in the capacity of the Purchaser as a trustee on behalf of and for the benefit of the Association to be ultimately formed for the Project and that the Purchaser shall transfer the proportionate, variable, undivided and impartible share in the Common Areas in favour of the Association at his own costs at the appropriate time after formation of the Association and/or at such time when all the Purchasers of different Units transfer their proportionate, variable, undivided and impartible share in the Common Areas in favour of the Association. The Vendors are under an obligation to transfer

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in favour of the Purchaser the proportionate, variable, undivided and impartible share in the Common Areas in respect of the said Apartment. From Section 17 of the Act it appears that the undivided proportionate title in the Common Areas is to be transferred to the Association in addition to handing over of the Common Areas to the Association. However, from Clause 10 of Annexure 'A' to the Rules it appears that by the Deed of Conveyance, title of the said Apartment together with proportionate indivisible share in the Common Areas are to be transferred to the Purchaser. It also appears from Section 5(2) of the West Bengal Apartment Ownership Act, 1972 that undivided interest in the common areas and facilities shall be deemed to be conveyed or encumbered with the apartment even though such interest is not expressly mentioned in the conveyance. Accordingly, there is contradiction, ambiguity and/or lack of clarity regarding transfer of the undivided proportionate share in the Common Areas. Further as per the registration procedure followed by the Registration Authorities in West Bengal for registering Deeds of Conveyance regarding flats/apartments, the market valuation of the flats/apartments is to be ascertained from the website of the Registration Authorities and the same is required to be approved by the Registration Authorities for enabling the Deeds of Conveyance to be registered. The Market Valuation e-Assessment Slip regarding any flat/apartment can be generated only on the basis of super built-up area which includes the undivided proportionate share in the Common Areas and market valuation is made on such basis taking into consideration the undivided proportionate share in the Common Areas. Stamp duty and registration fees are payable on the basis of such valuation including undivided proportionate share in the Common Areas without which the Deed of Conveyance cannot be registered. Under the aforesaid circumstances, it is not possible for the Vendors to execute this Deed of Conveyance in favour of the Purchaser only in respect of the said Apartment excluding the proportionate, variable, undivided and impartible share in the Common Areas in respect of the said Apartment. Further and in any event, presently there is no procedure for registration of a Deed of Transfer / Conveyance of undivided proportionate share in the Common Areas in favour of the Association without any consideration. The consideration for the undivided proportionate share in the Common Areas is being paid by the Purchaser and no amount is or shall be receivable by the Vendors from the Association. Under the circumstances, at present there is no practical method of transfer of undivided proportionate share in the Common Areas in favour of the Association without payment of any consideration. In view of the above situation, the Vendors have no option but to execute this Deed of

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Conveyance in favour of the Purchaser transferring also the undivided proportionate share in the Common Areas since the stamp duty and registration fees are being paid by the Purchaser on such basis and inasmuch as the ultimate aim of the Act including Section 17 thereof and Annexure A of the Rules is that the Vendors should not retain ownership of the undivided proportionate share in the Common Areas which should be transferred to the Purchaser and/or for his benefit to the Association. Under such circumstances, the Vendors are hereby discharging their obligation of transfer of the proportionate, variable, undivided and impartible share in the Common Areas in respect of the said Apartment in favour of the Purchaser herein with the understanding that the Purchaser shall hold the same in trust for the Association to be formed in future in respect of the Project and shall transfer the same to such Association in accordance with law, if and when clarity is available on the above issue. The stamp duty and registration fees, if any, for such transfer shall be payable by the Purchaser proportionately along with all the Unit Owners of the Project. If necessary, the Vendors agree to join as parties to such deed and/ or document for transfer of undivided proportionate share in the Common Areas in favour of the Association provided the stamp duty and registration fees, if any, for such transfer shall be payable by the Purchaser proportionately along with all the Unit Owners of the Project without any amount being required to be contributed by the Vendors.

4.1.20 The Vendors shall be entitled to sell the Commercial Units on such terms and conditions as the Vendors may deem fit and proper. Without restricting or limiting the generality of the above it is clarified that the Vendors shall be entitled, inter alia, to:

- (a) grant rights to Unit Owners of the Commercial Units to put-up install, display and maintain hoardings, display signs, neon-signs, lighted displays etc. on the external walls and windows of the building abutting the Commercial Units and/or on the internal walls of the Commercial Units and/or in the Common Areas meant for access to the Commercial Units against payment of consideration/charges to the Vendors for the same and neither the Unit Owners nor the Association nor any other entity shall be entitled to object or to hinder the same in any manner whatsoever. The initial and/or recurring consideration/charges, the deposit, if any, and all other amounts to be paid by such Unit Owners of Commercial Units shall belong exclusively to the Vendors;

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- (b) provide for a separate additional generator for exclusive use of the Commercial Units only in addition to making available to them the use of the main common generator for Common Areas and purposes;
- (c) demarcate and allot the parking spaces in the front portion of the Buildings for the Unit Owners of Commercial Units;
- (d) allow the Unit Owners of Commercial Units to have additional security systems and additional security guards for the safety and security of the Commercial Units in addition to the common security for the Said Property;
- (e) charge Maintenance Charges and Common Expenses to the Unit Owners of Commercial Units at such higher rate as may be decided by the Vendors;
- (f) limit or restrict the rights of the Unit Owners of Commercial Units in respect of use of certain Common Areas;
- (g) grant additional/differential rights to the Unit Owners of Commercial Units in respect of use of certain Common Areas;
- (h) grant differential rights to the Unit Owners of Commercial Units in respect of participation and voting regarding the Association and the Maintenance.

4.1.11 The Vendors shall be entitled to sell the Apartment Units on such terms and conditions as the Vendors may deem fit and proper. Without restricting or limiting the generality of the above it is clarified that the Vendors shall be entitled inter alia to:

- (a) demarcate and allot the parking spaces in the Buildings for the Unit Owners of Apartment Units;
- (b) charge Maintenance Charges and Common Expenses to the Unit Owners of Apartment Units at such differential rate as may be decided by the Vendors;
- (c) limit or restrict the rights of the Unit Owners of Apartment Units in respect of use of certain Common Areas;

- (d) grant additional/differential rights to the Unit Owners of Apartment Units in respect of use of certain Common Areas;
- (e) grant differential rights to the Unit Owners of Apartment Units in respect of participation and voting regarding the Association and the maintenance.

**4.2. Covenants of the Vendors:**

4.2.1 The Vendors hereby covenant with the Purchaser that they:

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

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

4.2.3 The Vendors hereby further covenant with the Purchaser that the Vendors have received the Agreed Consideration mentioned in **Schedule-F** and acknowledge the receipt thereof in the Memo of Consideration hereunder.

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

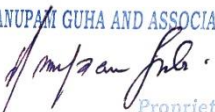
#### **4.3 Covenants of the Purchaser:**

4.3.1 The Purchaser agrees, undertakes and covenants to:

- (a) perform, observe and comply with all the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in particular in **Clause \_\_\_\_\_**, **Clause \_\_\_\_\_** and **Schedule E**;
- (b) pay wholly in respect of the said Apartment Unit and proportionately in respect of the Said Property and the Buildings, the Common Expenses, Maintenance Charges, electricity charges and all levies, duties, cess, charges, surcharges, rates, taxes and outgoings including, but not limited to Panchayet taxes, service tax, sales tax, GST, Works Contract Tax, betterment and/or development charges under any statute, rule or regulation, etc. that may be and/or become payable at any time (including enhancements thereto and/or new imposition) in accordance with law relating to the construction, transfer, ownership and/or maintenance of the said Apartment Unit and/or relating to the Agreement and/or this Deed of Conveyance without raising any objection thereto, within 7 (seven) days of demand being made and the Vendors shall not be liable for the same under any circumstance;
- (c) regularly and punctually pay and contribute all costs and expenses for the utilities and facilities provided and/or obtained in the said Apartment Unit and ensure that those to the other Units are not adversely affected by any acts or defaults of the Purchaser;
- (d) not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the completion of the Buildings and/or the transfer, sale or disposal of any other Unit or portion of the Buildings. In default, the Purchaser shall be responsible and liable for all losses and damages which the Vendors may suffer in this regard;

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- (e) not raise any objection or make any claim against the Vendors regarding the construction and/or the completion of the Buildings and/or the said Apartment Unit or regarding the already verified calculation of Carpet Area, Built-up Area and/or the mutually agreed Super Built-up Area of the said Apartment Unit and/or regarding any of the matters/items mentioned in **Clause** hereinbefore;
- (f) not question the quantum or apportionment of the Common Expenses mentioned in **Part-IV of Schedule-E** hereto (**Common Expenses**) or the basis thereof or any other matter;
- (g) not object and/or cause any inconvenience, hindrance, objection or disturbance to the user of the Common Areas (mentioned in **Schedule-C**) by the Vendors / Unit Owners/ tenants/ occupants of other Units;
- (h) not claim any right over and/or in respect of the roof of the Buildings other than the Common Roof Area and that too only to the extent and subject to the conditions mentioned in this Deed;
- (i) not raise any objection or claim against the Vendors or create any hindrance or obstruction in relation to the rights and entitlements of the Vendors or any of them including under Clauses 4.1.3, 4.1.4, 4.1.5, 4.1.6, 4.1.7, 4.1.10, 4.1.11, 4.1.12, 4.1.13, 4.1.14, 4.1.15, 4.1.20 and 4.1.21;
- (j) comply with and honour the mutual easements and restrictions mentioned in **Schedule-D**;
- (k) apply for mutation to the \_\_\_\_\_ within 30 days from the date of grant of Occupancy/Completion Certificate and take all necessary steps and get the said Apartment Unit mutated in his name and/or separately assessed by the \_\_\_\_\_ at his own costs within 6(six) months thereafter;

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- (l) pay all amounts and deposits that are payable by the Purchaser under the Agreement and/or this Deed of Conveyance and/or which are the liability of the Purchaser under the Agreement and/or this Deed of Conveyance even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance;
- (m) pay all future betterment/development charges etc. relating to the said Apartment Unit and/or the Said Property; and
- (n) compensate any income tax liability that may become payable by the Vendors due to there being any difference between the market valuation of the said Apartment Unit as per the registration authorities and the Agreed Consideration/Total Price paid by the Purchaser by making payment to the Vendors the agreed compensation equivalent to such income tax liability on such difference at the highest applicable tax rate at the prevailing time and any interest and/or penalty in respect thereof and such payment shall be made by the Purchaser within 15 days of demand by the Vendors and such liability and obligation shall continue even after handing over of possession and/or execution and registration of this Deed of Conveyance.

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

4.3.3 The Purchaser has entered into the Agreement and is executing this Deed of Conveyance for purchase of the said Apartment Unit with full knowledge of all laws, rules and regulations, notifications, etc. applicable to the Project. The Purchaser agrees covenants and undertakes to comply with and carry out from time to time on and from the date of this Deed, all the requirements, requisitions, demands and repairs which are required by any competent authority at his own costs. The Purchaser declares and confirms that all payments made by him under the Agreement and/or this Deed of Conveyance have been made in accordance with all applicable laws including, if the Purchaser is resident outside India, the Foreign Exchange Management Act, 1999, the Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and has filed necessary declarations,

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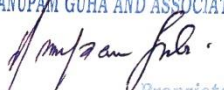
documents, permission, approvals, etc. The Purchaser shall be solely liable in the event of any failure or non-compliance and the Vendors shall have no responsibility or liability.

4.3.4 The Purchaser shall pay the \_\_\_\_\_ taxes in respect of the said Apartment Unit from the date of grant of the Occupancy/Completion Certificate. Other liabilities payable by the Purchaser under this Deed or otherwise in respect of the said Apartment Unit including Maintenance Charges, other impositions, outgoings and expenses etc. shall be paid by the Purchaser with effect from the date of grant of the Occupancy/Completion Certificate provided that electricity charges shall be payable from the date of this Deed as electrical connection may be used for Internal Flat Finishing.

#### **4.4 Completion of Construction and Possession:**

4.4.1 The Purchaser confirms that the construction of the said Apartment is complete and the same has been inspected by the Purchaser. The Promoter has at the request of the Purchaser granted access to the said Apartment Unit for the limited purpose of Internal Flat Finishing on the terms and conditions recorded herein and not for occupation or use. The Purchaser has obtained access to the said Apartment after inspection and fully satisfying himself in all respects including the Plans sanctioned by the KOLKATA MUNICIPAL CORPORATION, the actual construction of the Buildings, the Common Areas and the said Apartment made by the Promoter (including the quality and specifications thereof, the Carpet Area, the Built-Up Area and the Super Built Up Area of the said Apartment, the workmanship, specifications, quality of materials used and the structural stability of the Buildings) and confirms that the Vendors have complied with all their obligations including those under the Act and that the Purchaser has no claim of whatsoever nature against the Vendors or any of them on any account whatsoever. Upon the Occupancy/Completion Certificate being issued by the \_\_\_\_\_, the Purchaser shall automatically be deemed to be in possession of the said Apartment Unit from that date onwards without any further act, deed or thing being required to be done on the part of the Owners or the Promoter and thereupon the Purchaser shall be entitled to use and occupy the said Apartment Unit for residential purposes and for no other purpose. The Promoter shall within 15 days from the date of grant of Occupancy/Completion Certificate provide to the Purchaser a copy thereof for such purpose.

4.4.2 On and from the date of this Deed, the Purchaser is responsible for the internal security of the said Apartment Unit and all articles, things, property and belongings within

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

### **Schedule-A**

#### **(Title)**

**WHEREAS**, on 13<sup>th</sup> March 2006, one Mrinal Kanti Roy sold transferred and conveyed all that piece and parcel of Danga and Bastu balance land measuring about 5 Cottahs 12 Chittaks 30 Sq. ft. more or less out of which 2 cottahs 3 Chittaks 41 sq. Ft. appertaining to R.S. NO 334, Touzi No -18, J.L No- 31, Mouza – Ramchandrapur , Pargana – Magura , under Joka I Gram Panchayat , R.S. Khatian No- 297 , L.R . Khatian No- 1519 and J.L No 31 within Mouza – Ramchandrapur, R.S Dag No- 47 , Hal Dag No- 60, under Police Station –Thakurpukur, A.D.S.R. Office Behala , District 24 Parganas South , in favour of the said Dilip Kumar Verma . The said deed was registered at the Office of the A.D.S.R. at Behala and was recorded in its Book No –I, Vol No 140, Pages 377 to 397, being Deed No 6393 for the year 2006.

**AND WHEREAS**, by virtue of the two aforesaid deeds the said Dilip Kumar Verma became absolutely seized and possessed all that piece and parcel of Danga and Bastu balance measuring about 5 Cottahs 12 Chittaks 30 sq. Ft. more or less out of which 2 Cottahs 3 Chittaks 41 Sq. Ft. appertaining to Khatian No 134 , L.R Khatian No- 1519 and J.L 31 within Mouza – Ramchandrapur , R.S Dag No- 47 , Hal Dag No 60, under Police Station – Thakurpukur , A.D.S.R. Office Behala, District 24 Parganans South and all that piece and parcel of Danga land measuring 3 Cottahs 3 Chittalks 4 sq. Ft. more or less appertating to R.S No 334 , Touzi no- 18 , J.L No -31 , Mouza- Ramchandrapur ,Khatian No-397 , r.s Dag No-48 , L.R. khatian No-1519 , Parganan- Magura , Police Station – Thakurpukur , Sub registration office at alipore , district 24 parganans South , within the jurisdiction of Joka – I Gram Panchayat and enjoying the said properties free from all encumbrances.

**AND WHEREAS**, by the strength of the aforesaid manner said Dilip Kumar Verma, the present Owner herein became the absolutely Owner of the aforesaid property and while thus seized and possessed of the same duly mutated his name before the Kolkata Municipal Corporation and the property numbered as Premises No- 294, M.G.Road , Kolkata-700104 , under ward no – 142 , having assesse No- 71-142-05-0564-8 and paying taxes to the authority

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concern by doing all acts of ownership and its in possession of the same uninterruptedly without any obstruction from any third party.

**AND WHEREAS**, again on 13<sup>th</sup> March, 2006 , one Dr. Uttam Kumar Saha sold transferred and conveyed all that piece and parcel of danga Land measuring about 3 cottahs more or less under District South 24 parganas , Sub \_registry Office at Behala , district Registry office at Alipore , parganas-Khaspur , J.L No- 31, R. S No 334 , Khatian No-397 , Dag No- 48and74 , Police Station –Thakurpukur , Mouza- Ramchandrapur , within the jurisdiction ofJoka –I Gram Panchayat , in favour of Vidya Sarag Sinha . The said deed was registered at the Office of the A.D.S.R at Behala and was recorded in itsBook no I , Vol No-140 , Pages 365 to 376 , being deed No 6392 for the year 2006.

**AND WHEREAS**, again on 14<sup>th</sup> August 2006 one Dr. Smt Parul Tudu and Dr. Uttam Kumar Saha sold transferred and conveyed all that piece and parcel of Danga Land measuring about 4 Cottahs 9 Chittaks more or less and also 0 Chittaks 38 Sq. Ft. more or less totalling to 4 cottahs 9 Chittaks 38 Sq. Ft. appertaining to R. S. No 334, Touzi no-18 , J.L No-31 , Mouza –Ramchandrapur, Khatian No-397 , R.S Dag No-18 , presently Hal dag No-61 , L.R Khatian No-1519 , Pargana –Magura , and also appertaining to Hal Dag No-60 , Khaitan No-134 , J.L No-31 , Khatian No-1519 respectively under Police Station – Thakurpukur , within the jurisdiction of Joka –I Gram Panchyat , Sub Registration Office at Alipore , District 24 Parganans South in favour of the said Vidya Sagar Singh. The said deed was registeredat the Office of the A.D.S.R at Behala and was recorded in its Book No- I, Vol NO- 175, and Pages 355 to 364, being Deed No 7950 for the year 2006.


**AND WHEREAS**, by virtue of the two aforesaid deeds the said Vidya Sagar Singha became absolutely seized and possessed of all that piece of all that piece and parcel of land measuring about 3 Cottahs more or less under District 24 Parganas South, Sub- Registry Office at Behala, District Registry Office at Alipore, Parganas – Khaspur J.L No -31, R.S No- 344 Khatian No-397 Dag No-48 and 74 ,Police Station-Thakurpukur within the jurisdiction of Joka –I Gram Panchyat ,and all that the piece and parcel of danga Land measuring about 4 Cottahs 9 Chittaks 38 Sq. Ft. more or less tataling to 4 Cottahs 9 Chittaks 38 Sq. Ft. appertating to R.S No- 334, Touzi no- 18 , J.L no-31 , Mouza- Ramchandrapur, Khatian No- 397, R.S Dag No – 18 . presently Hal Dag No- 61, L.R Katian No-1519 , Pargana-Magura, and alsop appertaining to Dag no- 47 , presently Hal Dag No- 61. Khatian No- 134 , J.,L No - 31 , Khatian

No- 1519 respectively under Police Station – Thakurpukur , within the jurisdiction of Joka – I Gram Panchayat , Sub Registration Office at Alipore , District South 24 Parganas South , totalling to an area of 7 cottahs 9 Chittaks 38 Sq. Ft. and was enjoying the same free from all encumbrances.

**AND WHEREAS**, by the strength of aforesaid manner said Vidya Sagar Singh became the absolute Owner of the aforesaid property and while thus seized and possessed of the same duly mutated his name before the Kolkata Municipal Corporation and the property numbered as Premises No-142, having Assesse No- 71-142-05-0562-4 and paying taxes to the authority concerned by doing all acts of ownership and is in possession of the same uninterruptedly without any obstruction from the third party.

**AND WHEREAS**, the said Dilip Kumar Verma while thus seized and possessed over the aforesaid property said Dilip Kumar Verma on 21<sup>st</sup> day of July 2015 gifted undivided 4 Chittaks of land together with structure out of his entire property measuring more or less 8 Cottahs 15 Chittaks 34 Sq. Ft. Bastu land together with easement rights attached thereto situated and lying at Mouza- Ramchandrapur, 24 Parganas –Magura J.L No 31 , R.S -334 , Touzi No- 18 under L.R khatian No- 2463 , appertaining to L.R Dag No 60,61 within the limit of the Kolkata Municipal Corporation , KMC Premises no-294 ,M.G.Road , Police Station – Haridevpur , Kolkata-700104 under Ward no-142 District south 24 Pgs unto and in favour of Sri Vidya Sagar Singh , the Owner No -2 herein . The said Deed of Gift was duly registered in the office of the ADJR Behala and recorded in Book No- I Volume No-1607-2015 , Pages 45392 to 45409 being No- 160705652 for the year 2015.

**AND WHEREAS**, said Vidya Sagar Singh while thus seized and possessed over the aforesaid property said Vidya Sagar Singh on 21<sup>st</sup> day of July 2015 gifted undivided 4 Chittaks of land together with structure out of his entire property measuring more or less 7 cottahs 9 Chittaks 38 Sq. Ft. Bastu Land together with easement rights attached thereto situated and lying at Mouza- Ramchandrapur, 24 Parganas , Magura , J.L No- 31, Rs-334 , Touzi No – 18 under L.R. Khatian No- 2462 , appertaining to L.R Dag No 60,61 within the Limit of The Kolkata Municipal Corporation , KMC Premises No- 294/2, M.G.Road, Police Station –Haridevpur, Kolkata-700104 under Ward No 142 District South 24 Parganas unto and in favour of Sri Dilip Kumar Verma , the owner No- 1 herein. The said Deed of Gift was duly registered in the

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office of the ADSR Behala and recorded in Book No- I Volumn No- 1607-2015, Pages 45410to 45427 being No-160705651 for the year 2015.

**AND WHEREAS**, the owner No 1 became the owner of the property measuring more or less 7 Cottahs 9 chittaks 38 Sq. Ft. and the owner no 2 became the owner of the property measuring more or less 8 Cottahs 15 chittaks 34 sq. ft. in the manner as aforesaid and both properties is adjacent plot with each other and also amalgamated the same into an one plot and there was no demarcation between the said property and both the owners were /are using the said property as a single property and also jointly mutated their names before the Kolkata municipal Corporation for the said properties became a single holding being known and numbered as Premises No -294 , Mahatma Gandhi Road , Under Ward no- 142 , being Assessee No- 711420505648, Police Station- Haridevpur , Kolkata-700104, District South 24 Parganas

**AND WHEREAS**, the owners also applied for no objection Certificate to the Office of the Competent authority, ULC & S.D.O alipore , South 24 Parganas and the said authority already issued the said No- Objection certificate being Memo No- 805/ULC/Alip/2018 dated 6/2/2018 to the Owners herein.

**AND WHEREAS**, by the strength of the aforesaid manner (1) Dilip Kumar Verma, (2) Vidya Sagar Sinha , became the joint Owners or otherwise or otherwise were well and sufficiently entitled to ALL THAT the piece and parcel of land measuring about 16 (Sixteen) Cottahs 9 (Nine ) Chittakhs 27 (Twenty Seven) sq. ft. along with 1200+200=1400 Sq. Ft. R.T. Shed Structure standing thereon situated and lying at Mouza-Ramchandrapur, Pargana-Magura , JL No-31, R.S No-334, Touzi No-18 under LR Khatian No-2462,2463,3658, appertaining to LR Dag No-60,61,97 within the limits of Kolkata Municipal Corporation , being Premises No-294 , Mahatma Gandhi Road , Under Ward no- 142 , being Assessee No- 711420505648, Police Station- Haridevpur , Kolkata-700104, District South 24 Parganas together with the right of user of the Northen Side 53' wide M.G.Road and both the owners were/are in joint possession of their aforesaid properties by pay taxes to the concerned authority without any interruption or objection from any interruption or objection from any interruption or objection from any third party being from all encumbrances , attaches, lines, charges etc. whatsoever with free and marketable title to transfer the same by any way to anybody for the sale of brevity the said property is to be called and reffered as THE SAID PREMISES more fully described and written in the FIRST SCHEDULE hereunder .

**AND WHEREAS**, thus the present Party of the First Part herein are the absolute joint Owners of the property more fully and particularly described in the First Schedule hereunder written

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and hereinafter referred to as the "SAID PROPERTY" and while thus seized and possessed of the same intended to develop their property by raising a building thereon and is looking for a prospective builder/developer for the same.

**AND WHEREAS,** For this purpose the Owners by a Development Agreement dated 10.01.2019, registered at the office of the A.D.S.R Behala South 24 Parganas, recorded in registered Book no. I, Volume number from 1607 - 2019, Pages from 9234 TO 9286, being no. 160700266 for the year 2019, agreed with the Developer DILIP ENTERPRISE for construction of such building in the aforesaid KMC Premises No -294 , Mahatma Gandhi Road , Under Ward no- 142 , being Assessee No- 711420505648, Police Station- Haridevpur, Kolkata-700104, District South 24 Parganas with such terms and conditions as mentioned thereunder.

**AND WHEREAS,** the owners have also executed a Power of Attorney dated 10.01.2019, in favour of the aforesaid developer, whereby the owner authorized the developer to construct such building upon the said premises and enter into agreement for sale of flat and execute the deed of conveyance in favour of the intending purchasers and to receive advance for booking of such flat etc. for consideration. The said power was registered at the office of the A.D.S.R ALIPORE South 24 Parganas, and recorded in its Book No. I, Volume No. 1607 to 2019, Pages from 9145 to 9172, being no. 160700281 for the year 2019.

**AND WHEREAS,** in pursuance of the agreement for development the Owners delivered possession of the land described in the First Schedule hereunder to the developer for construction of G+XI residential building along with car parking spaces thereon according to the plan which will be sanctioned by the Kolkata Municipal Corporation on the said land at KMC Premises No -294 , Mahatma Gandhi Road , Under Ward no- 142 , being Assessee No- 711420505648, Police Station- Haridevpur , Kolkata-700104, District South 24 Parganas.

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**AND WHEREAS**, subsequently the said Developer applied for and obtained sanction of building Plan from the Kolkata Municipal Corporation vide Sanction Building Plan No. B.P. No. 2021160388, dated 29.12.2021, in the name of the Owners herein and is yet to commence construction of the new building in and upon the said Premises at their own cost and expenses.

**AND WHEREAS** having some difficulties and because of some financial constrains as well as due to some unavoidable circumstances, DILIP ENTERPRISE represented by its Proprietor SRI DILIP DUTTA, son of Late Chittaranjan Dutta , the said Developer being the Confirming Party herein could not any further undertake the job for development and construction of new building under the provisions of the Kolkata Municipal Corporation and the Buildings Rules framed thereunder for completion of project and expressed its intention of assigning the right title and interest of the said Development Agreement to any intending party who is capable enough of taking over the said project on an as is where is basis in lieu of reimbursement of the expenses already incurred by the him and complete the said project smoothly.

**AND WHEREAS** by some reliable sources **M/S. ANUPAM GUHA & ASSOCIATES**, a Proprietorship Firm represented by its Proprietor Sri Anupam Guha son of Late Sukharanjan Guha, the Developer herein approached DILIP ENTERPRISE represented by its Proprietor SRI DILIP DUTTA, son of Late Chittaranjan Dutta to undertake the aforesaid development work in the property of (1) **SRI DILIP KUMAR VERMA** son of Sri Radhe Verma , (2) **SRI VIDYA SAGAR SINGH**, son of Late Murli Dhar Singh and to fulfill and discharge the responsibility and obligations to said (1) **SRI DILIP KUMAR VERMA** son of Sri Radhe Verma , (2) **SRI VIDYA SAGAR SINGH**, son of Late Murli Dhar Singh for and on behalf of DILIP ENTERPRISE represented by its Proprietor SRI DILIP DUTTA, son of Late Chittaranjan Dutta on the basis of Back to Back Agreement i.e. on the terms and conditions that contained in the said Agreement dated 10.01.2019 with specific allotment in the allocation of shares.

**AND WHEREAS** said **DILIP ENTERPRISE** represented by its proprietor SRI DILIP DUTTA, son of Late Chittaranjan Dutta accepted the proposal of said **M/S. ANUPAM GUHA & ASSOCIATES**, a Proprietorship Firm represented by its Proprietor Sri Anupam Guha son of Late Sukharanjan Guha and accordingly informed the same to (1) **SRI DILIP KUMAR VERMA** son of Sri Radhe Verma, (2) **SRI VIDYA SAGAR SINGH**, son of Late Murli Dhar Singh and

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also requested them to accord their permission in the matter by a letter dated 24.03.2022.

**AND WHEREAS** after a protracted negotiations all the parties came to a final decision and accordingly (1) **SRI DILIP KUMAR VERMA** son of Sri Radhe Verma , (2) **SRI VIDYA SAGAR SINGH**, son of Late Murli Dhar Singh , accorded their permission to **DILIP ENTERPRISE** represented by its Proprietor SRI DILIP DUTTA, son of Late Chittaranjan Dutta to assign the Agreement dated 10<sup>th</sup>. January , 2019 in favour of **M/S. ANUPAM GUHA & ASSOCIATES**, a Proprietorship Firm represented by its Proprietor Sri Anupam Guha son of Late Sukharanjan Guha and having received the consent **M/S. ANUPAM GUHA & ASSOCIATES**, offered to DILIP ENTERPRISE represented by its **Proprietor SRI DILIP DUTTA**, son of Late Chittaranjan Dutta to undertake the liability and responsibility for the development and construction of buildings in and upon the said property and accordingly **DILIP ENTERPRISE** represented by its **Proprietor SRI DILIP DUTTA**, son of Late Chittaranjan Dutta by a letter dated 04.02.2022.

**AND WHEREAS**, in this regards for this purpose the Owners by a Development Agreement dated 18.07.2022, registered at the office of the D.S.R – IV South 24 Parganas, recorded in registered Book no. I, Volume number from 1604 - 2022, Pages from 252593 TO 252632, being no. 160408009 for the year 2022, agreed with the **Developer M/S. ANUPAM GUHA & ASSOCIATES** for construction of such building in the aforesaid KMC Premises No -294, Mahatma Gandhi Road, Under Ward no- 142, being Assessee No- 711420505648, Police Station- Haridevpur, Kolkata-700104, District South 24 Parganas with such terms and conditions as mentioned thereunder.

**AND WHEREAS**, the owners have also executed a Power of Attorney After Registered Development agreement dated 18.07.2022, in favour of the aforesaid **Developer M/S. ANUPAM GUHA & ASSOCIATES**, whereby the owner authorized the developer to construct such building upon the said premises and enter into agreement for sale of flat and execute the deed of conveyance in favour of the intending purchasers and to receive advance for booking of such flat etc. for consideration. The said power was registered at the office of the D.S.R.- IV South 24 Parganas, and recorded in its Book No. I, Volume No. 1604 to2022, Pages from 251173 to 251190, being no. 160408025 for the year 2022.

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The ownership of the Owners in respect of the Said Premises is given in the chart below:

L.R. Dag No.	R.S. Dag No.	Owner	Area (in Decimal)
60,61,97	334	SRI DILIP KUMAR VERMA	165.72
60,61,97	334	SRI VIDYA SAGAR SINGH	165.72

**Schedule-B**  
(Said Property)

All Those various pieces and parcels of Bastu land measuring an area of 331.44 Decimals, be the same a little more or less, Premises No. 294 , Mahatma Gandhi Road , Under Ward no- 142 , being Assessee No- 711420505648, Police Station- Haridevpur , Kolkata-700104, District South 24 Parganas District South 24 Parganas, details whereof are mentioned herein below:

Sl. No.	L.R. Dag No.	R.S. Dag No.	L.R. Khatian No.	Area (in Decimal)
1.	60,61,97	334	2462,2463,3658	331.44
<b>Total:</b>				<b>331.44</b>

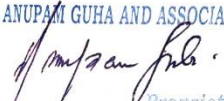
The said Property is butted and bounded as follows:

- On the North : 53 ft. wide M G Road  
 On the South : Land of Dayal Biswash  
 On the East : 8 ft wide road  
 On the West : Land of divine fellowship

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

**Schedule – C**


**Specifications**

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**(Which Are Part Of the Said Apartment)**

<b>Structure</b>	: Earthquake Resistant RCC framed structure with Anti-termite treatment.
<b>Exterior Wall</b>	: Paint
<b>Interior Wall</b>	: POP
<b>Common Area Wall</b>	: Paint
<b>Ground Lobby and Stairs</b>	: Marble/Tiles/Stone in all common areas.
<b>Flooring</b>	: Vitrified tiles in Living Room and Bedrooms.
<b>Doors</b>	: Flush door with accessories
<b>Windows</b>	: Aluminum Sliding windows
<b>Toilet</b>	: Concealed pipeline using standard material, Ceramic Tiles, Dado Anti-skid floor tiles, CP fittings from a reputed brand.
<b>Kitchen</b>	: Anti-skid flooring with granite counter. Ceramic tiles wall cladding upto 2 feet over the Counter One stainless steel sink.
<b>Electricals</b>	: Concealed Copper wiring. Sufficient light and power points. Television/Telephone point in the living room and in the master bedroom.
<b>Lift</b>	: Elevator by a leading brand for six passengers
<b>Fire Fighting</b>	: Equipped with modern fire fighting system and equipments.

**SCHEDULE 'E'**  
**(Common Areas Of the Real Estate Project)**

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**(Which Are Part Of the Real Estate Project)**

COMMON FACILITIES AND AMENITIES shall mean and include corridors, stairways, lift, passage, ways, electric motor and water pump, overhead tank, underground reservoir, roof, and other facilities and amenities which may be required for the establishment, location, enjoyment, provisions, maintenance and /or management of the building.

Notwithstanding anything contained elsewhere herein and/or in the Agreement, the contents of this Schedule and the rights in respect of the Common Areas are subject to the reservations and/or the rights of the Vendors under the Agreement and this Deed.

**Schedule-D**

**(Easements & Restrictions)**

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

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

**Schedule-E**  
**(Purchaser's Covenants)**  
**Part-I**  
**(Specific Covenants)**

**1. The Purchaser agrees undertakes and covenants to:**

- a) comply with and observe the rules, regulations and bye-laws framed by the Vendors/Maintenance Agency/Association from time to time;
- b) permit the Maintenance Agency and its men, agents and workmen to enter into the said Apartment or any part thereof for causing necessary repairs and maintenance or to set right any defect for the Common Purposes or the Project with prior reasonable notice except in case of emergency/urgency;
- c) deposit the amounts for various purposes as required by the Promoter and/or the Maintenance Agency;
- d) use and occupy the said Apartment only for the purpose of residence and shall not be entitled to and shall not kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the Buildings and/or the Said Property or on any portion thereof;
- e) use the Common Areas without causing any hindrance or obstruction to other Unit Owners and occupants of the Buildings;
- f) keep the said Apartment and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Unit in the Buildings and/or in the Said Property in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Units and parts of the Buildings;
- g) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Apartment or the Common Areas for the purpose of fixing, changing or repairing the concealed wiring and

pipelines or otherwise and also not to make any form of alteration to the external façade of the Buildings;

h) maintain and/or remain responsible for the structural stability of the said Apartment and not to do anything which has the effect of affecting the structural stability of the Buildings and in case of any deviation, breach, violation or default of this sub-clause the Purchaser undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 150/- per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Services Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;

i) use and enjoy the Common Areas only to the extent required for ingress to and egress from the said Apartment of men, materials and utilities;

j) sign and deliver to the Promoter all papers, applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Apartment from the CESC Limited in the name of the Purchaser and until the same be obtained, the Promoter shall provide or cause to be provided reasonable quantum of electricity from its own sources and install at the cost of the Purchaser an electric sub-meter in or for the said Apartment and the Purchaser shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Apartment;

k) be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other Unit Owners. The main electric meter shall be installed only at the common meter space. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Buildings, the Said Property and outside walls of the Buildings save in the manner indicated by the Promoter/Maintenance Agency (upon formation);

l) bear and pay the Common Expenses and all other costs, expenses and outgoings in respect of the Said Property proportionately and the said Apartment Unit wholly and the same shall initially be payable to the Maintenance Agency;

m) pay \_\_\_\_\_ and all other rates, taxes, levies, duties, charges, impositions, outgoings and expenses in respect of the Buildings and the Said Property proportionately and the said Apartment Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Apartment Unit until the same is assessed separately by the \_\_\_\_\_;

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

o) allow the other Unit Owners the right to easements and/or quasi-easements;

p) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, \_\_\_\_\_ Taxes and other taxes and payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;

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

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

2. The Purchaser has agreed and covenanted:

**a)** not to damage, demolish or cause to be damaged or demolished the said Apartment or any part thereof;

**b)** not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Buildings and not to make changes of a permanent nature except with the prior approval in writing of the Maintenance Agency and with the sanction of the authorities concerned;

- c)** not to put any nameplate or letter box or neon-sign or board or publicity material or advertisement material on the face façade of the Buildings or anywhere on the exterior of the Project or the Buildings or in the Common Areas or on the outside wall of the Buildings save at the place as be approved or provided by the Promoter Provided However That nothing contained herein shall prevent the Purchaser to put a decent nameplate on the outface of the main door of the said Apartment;
- d)** not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Apartment or any portion thereof and not to change the colour or design of balcony, balcony railings, window grills, and/or change the outer elevation of the said Apartment or the Buildings under any circumstance;
- e)** not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Unit or any part of the Buildings or the Said Property or may cause any increase in the premium payable in respect thereof;
- f)** not to make or permit or play any disturbing noises or loud sounds or music in the Said Property or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other occupiers of the Buildings and/or disturb them;
- g)** not to use the lifts in case of fire and also not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc;
- h)** not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency/Association;
- i)** not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation;
- j)** not to decorate the exterior of the Buildings otherwise than in the manner agreed by the Promoter in writing or in the manner as near as may be in which it was previously decorated and also not to alter or permit any alteration in the outside colour scheme of the exposed walls of the verandahs lounge or any external walls or the fences of external doors and windows including grills/gates of the said Apartment Unit which in the opinion of the Maintenance Agency differ from the colour Scheme of the Buildings or deviation or which in the opinion of the Maintenance Agency may affect the elevation in respect of the exterior walls of the Buildings and/or the Said Property;
- k)** not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Buildings and the Said Property and to deposit the same in such place only



in the Said Property and at such time and in such manner as the Maintenance Agency may direct;

**l)** not to store or allow anyone to store any goods articles or things in or around the staircase, lobby, landings or other common areas or installations of the Buildings;

**m)** not to store in the said Apartment Unit or any part of the Said Property any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the Said Property or any part thereof and/or the Said Property and/or any neighbouring property to any risk of fire or any accident;

**n)** not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Buildings;

**o)** not to claim any right over and/or in respect of any terrace or roof (other than the right of common use in respect of the Common Roof Area only) of the Buildings or any open land at the Said Property or in any other open or covered areas of the Buildings and the Said Property reserved or intended to be reserved by the Vendors for their own exclusive use and enjoyment and not meant to be a common area or portion and notwithstanding any inconvenience to be suffered by him and not to obstruct any development or further development or additional vertical / horizontal or other constructions which may be made by the Promoter thereat or on any part thereof;

**p)** not to object to or hinder sanction of further/additional vertical/horizontal or other constructions or to the resultant variation in the said Undivided Share and the Purchaser shall not object to the changes and/or inconvenience caused due to such construction being made by the Promoter from time to time even after the Date of Possession;

**q)** not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner and/or for any reason whatsoever, relating to or concerning the construction or completion or sale of the Buildings and/or the Apartments therein and/or the Commercial Spaces by the Promoter at any time, whether before or after grant of access to the said Apartment Unit for the purpose of Internal Flat Finishing and/or the Date of Possession and/or delivery of possession of the said Apartment Unit to the Purchaser, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Apartment Unit by the Purchaser and to be responsible and liable for all losses and damages which the Promoter may suffer in this regard due to any default by the Purchaser;

- r)** not to object, obstruct or create any hindrance to the Promoter making Additional/Further Constructions subsequently and/or granting similar rights to the owners and occupiers thereof in respect of the Common Areas;
- s)** not to object, obstruct or create any hindrance to the use of the Common Areas particularly those mentioned in Part-III of Schedule C by the owners and occupiers of all Apartment Units and/or Commercial Units and/or other spaces of the Project as also the Additional/Further Constructions;
- t)** not to shift or obstruct any windows or lights in the said Apartment or the Buildings and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Apartment without the prior consent in writing of the Promoter and/or the Association;
- u)** not cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment;
- v)** not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Areas in any manner whatsoever;
- w)** not hang or cause to be hung clothes from the balconies of the Said Apartment;
- x)** not to park or allow anyone to park any car at any place other than the space earmarked for parking car(s) of the Purchaser, if any, mentioned in **Part II of Schedule G**;
- y)** not to sell, transfer, let out or part with possession of the said Car Parking Space, if so agreed to be acquired by the Purchaser hereunder, independent of the said Apartment and to use the same only for the purpose of parking of a motor car;
- z)** not to use the said Apartment Unit for any purpose save and except for residential purpose and not to use the said Apartment Unit for any commercial, business or professional purpose including without limitation, as a doctor's chamber, diagnostic or testing unit, nursing home, computer or educational training centre, repairing centre, commercial guest house, Club House, Eatery, boarding house, lodge, business centre, etc or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Buildings;
- aa)** not to do any addition, alteration, structural changes, construction or demolition in the said Apartment Unit without prior written permission from the \_\_\_\_\_ and other concerned authorities as also the Maintenance Agency and also subject to the condition that the same is not restricted under any other provision of the Agreement and/or this Deed;

- bb)** not to raise or put up any kutchra or pucca constructions, grills, walls or enclosure of any kind around the said Car Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;
- cc)** not to make any claim of any nature whatsoever in respect of the Said Property other than the said Apartment Unit hereby transferred and the common enjoyment of the Common Areas;
- dd)** not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the Buildings and shall not project anything out of any window of the Said Property;
- ee)** not to keep or harbour any bird or animal in the Common Areas of the Said Property;
- ff)** not to make claim of any right of pre-emption or otherwise regarding any of the other Units or any portion of the Buildings and/or the Said Property;
- gg)** not to install any air-conditioner except at the spaces that may be specified by the Promoter for installation of the split type air-conditioner and its Outdoor Unit and at no point of time to change the position or arrangement for the installation of air-conditioner without prior written consent of the Promoter or the Association and under no circumstances to install any window type air-conditioner;
- hh)** not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Buildings and the Said Property not forming part of the Common Areas;
- ii)** not to install any external wires or cables that may be visible outside the said Apartment;
- jj)** not to put any film, whether coloured, reflective or otherwise on the windows/glass, whether external or internal;
- kk)** not to install any false ceiling in the said Apartment without first making provision for the fire sprinkler and fire alarm system to be appropriately installed at the costs of the Purchaser in the manner that the same are visible and operative externally and outside the false ceiling and do not adversely affect the fire safety;
- ll)** not to subdivide the said Apartment Unit and/or the said Car Parking Space, if allotted, or any portion thereof;
- mm)** not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any of Exclusive Open Terraces in the Buildings and the Said Property save and except the said Exclusive Open Terrace, if any, mentioned in **Schedule G**;
- nn)** not to carry on or permit to be carried on at the said Apartment Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act,

matter or thing which may cause annoyance or inconvenience to the other Unit Owners/occupiers of the Said Property and/or the neighbourhood;

**oo)** not to use the said Apartment Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Promoter to any liability under environmental laws or any other laws;

**pp)** not to interfere in any manner with the right, title, interest or entitlement of the Vendors and/or their transferees in respect of other Units;

**qq)** not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in the Agreement and/or this Deed of Conveyance;

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

**ss)** not to claim any right, title, interest, or entitlement whatsoever in the Exclusive Private Roof Area; if any and

**ss)** not to interfere in any manner with the Exclusive Private Roof Area Rights of the Vendors (along with their guests and visitors) in respect of Exclusive Private Roof Area and/or do anything that may be contrary to Clause \_\_\_\_\_, ; if any

3. The Purchaser agrees, undertakes and covenants not to make or cause, directly or indirectly, any objection, interruption, interference, hindrance, obstruction or impediment for any reason or in any manner whatsoever relating to the Said Property or concerning the development, construction, or completion of the Said Property including the Common Areas and/or any further extension, expansion, construction, addition or alteration therein from time to time and/or the transfer, sale or disposal of any Apartment Unit or Commercial Unit of the Said Property or any portion thereof by the Vendors.

4. The Purchaser agrees undertakes and covenants not to question at any time whatsoever on any basis or account whatsoever mutually agreed computation of the Super Built-up Area of the said Apartment mentioned in the **Schedule-G** hereto and not to claim or demand details or calculations of the aforesaid fixed percentage under any circumstances whatsoever.

5. The Purchaser shall have no connection whatsoever with the other Unit Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Purchaser and the other Unit Owners (either express or implied) and the Purchaser shall be responsible to the

Promoter for fulfilment of the Purchaser's obligations irrespective of non-compliance by any other Unit Owner.


6. Notwithstanding anything to the contrary contained elsewhere in this Deed, the Purchaser shall pay the Maintenance Charges in respect of the said Apartment Unit as also other costs, expenses and outgoings in respect of the said Apartment Unit with effect from the date of grant of the Occupancy/Completion Certificate provided that electricity charges shall be payable from the date of this Deed as electrical connection may be used for Internal Flat Finishing. The Purchaser shall be liable to pay the \_\_\_\_\_ taxes and other taxes from the date of grant of the Occupancy/Completion Certificate.

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

8. The Project and the Buildings constructed at the Said Property have been named as "**ORCHID ESTATE**" and the same shall always be known by the said name. The Purchaser and/or the Unit Owners and/or the Association and/or the Maintenance Agency shall not be entitled to change the said name under any circumstances whatsoever and shall not remove the signage of the Buildings' name that has been installed at the Said Property.

9. The Purchaser may deal with or dispose of or assign or alienate or transfer the said Apartment Unit subject to the following conditions:

a. The said Apartment Unit shall be one single indivisible unit/lot for all purposes and shall not be partitioned or dismembered in parts and shall not be sold or transferred in divided or demarcated parts by the Purchaser. In case of sale of the said Apartment Unit in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.

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**b.** The transfer of the said Apartment Unit by the Purchaser shall not be in any manner inconsistent with the Agreement and/or this Deed of Conveyance and the covenants contained in the Agreement and/or herein shall run with the land and/or transfer. The person(s) to whom the Purchaser may transfer/alienate the said Apartment Unit shall automatically be also bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Purchaser by law and/or by virtue of the Agreement and/or this Deed of Conveyance.

**c.** All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, \_\_\_\_\_ taxes and other taxes etc, relating to the said Apartment Unit payable to the Vendors, the Maintenance Agency, the Association and the \_\_\_\_\_ and other concerned persons/entities are paid by the Purchaser in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, run with such proposed transfer and the transferee shall be liable to make payment of the same.

10. The Purchaser shall not claim any partition of the Said Property comprised in the Said Property.

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

12. The Purchaser shall be responsible for and shall keep the Vendors and the Maintenance Agency indemnified of from and against all damages, claims, demands, costs, charges, expenses and proceedings occasioned relating to the Said Property or any part of the Buildings or to any person due to any negligence or any act, deed, thing or omission made done or occasioned by the Purchaser and shall keep the Vendors and the Maintenance Agency indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors and the Maintenance Agency as a result of any act, omission or negligence of the Purchaser or the servants, agents, licensees, invitees or visitors of the Purchaser and/or any breach or non-observance by the Purchaser of the Purchaser's covenants and/or any of the terms herein contained.

13. In case of there being a failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Purchaser to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under the Agreement or this Deed of Conveyance or otherwise under law, then the Vendors and/or the Association shall be entitled to issue a Notice to the Purchaser calling upon the Purchaser to rectify, remedy, make good or set right the same within one month from the date of issue of such Notice. If the Purchaser does not comply with the said Notice to the satisfaction of the Vendors and/or the Association within the above time, then the Purchaser shall be liable to pay compensation and/or damages that may be quantified by the Vendors and/or the Association in addition to the Purchaser being compelled to rectify, remedy, make good or set right the same as also withholding use of the Common Areas by the Purchaser.

14. If any act or omission of the Purchaser results in any interruption, interference, hindrance, obstruction, impediment or delay in the transfer, sale or disposal of any Unit or portion of the Buildings, then in that event the Purchaser shall be liable to pay to the Vendors compensation and/or damages that may be claimed by the Vendors.

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

16. It is agreed that in case any structural defect in construction (excluding any purchased materials and/or items) is brought to the notice of the Promoter within a period of 5 (five) years by the Purchaser from the date of this Deed, the Promoter shall take steps to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided However that the Promoter shall not be liable under any circumstances if any additions, alterations and/or modifications etc. have been made in the Buildings, Common Areas and/or any of the Units by the Unit Owners including the Purchaser herein and/or if there is any deviation found from the sanctioned Plans. It is further made clear that the structural defect, if any, must be certified by the Architects that it is a defect made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any

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additions, alterations and/or modifications, etc. made by any of the Unit Owners and/or occupants of the Buildings. The decision of the Architects shall be final and binding on the parties.

17. The Owner shall compensate the Purchaser in case of any loss caused to him due to defective title of the Said Property that is known to the Owners but has not been disclosed to the Purchaser or which the Purchaser could not have found out inspite of due diligence and care, in the manner as provided under the Act subject to the Purchaser not having committed default or violation or breach or non-compliance of any of the terms and conditions of the Agreement or this Deed and subject to the Purchaser having made timely payments of all amounts under the Agreement and/or this Deed and/or otherwise required under law. It is further made clear that under no circumstances shall the Owners be liable for any defective title not created by the Owners and/or any defect that existed prior to the purchase of the land by the Owners and/or its predecessors-in-interest. The Promoter shall not have any liability regarding the title since the same is the responsibility, obligation and liability solely of the Owners.

18. The Promoter/Maintenance Agency/Association of Unit Owners shall have rights of unrestricted access to all Common Areas mentioned in Schedule C as also the garages/covered parking and Car Parking Spaces for providing necessary maintenance and repair services and the Purchaser hereby consents to the same.

19. In case there are joint Purchasers, all communications shall be sent by the Vendors to the Purchaser whose name appears first and at the address given by him which shall for all intents and purposes be considered as properly served on all the Purchasers.

20. The General Terms and Conditions (GTC) on the basis of which the transaction has been entered into shall continue to be valid and subsisting and shall be deemed to be a part of the Agreement as also this Deed of Conveyance. Waiver or limitation of any right or interest and/or any consent given by any party in the GTC, Agreement and/or this Deed of Conveyance and/or any part hereof and/or in any document hereafter, shall be valid and binding.



21. The transaction contemplated herein is a single transaction of sale and purchase of the said Apartment Unit and does not constitute any Party to be the agent of the other Party and no form of service is contemplated. It is further hereby expressly intended and agreed by and between the parties hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further intended and agreed by and between the parties hereto that in the event the Vendors are liable to make payment of any Sales Tax, VAT, Works Contract Tax, Service Tax, Goods & Services Tax or any other statutory tax, duty or levy in respect of the Agreement or this Deed of Conveyance or the transfer of the said Apartment contemplated hereby, the Purchaser shall be liable to and agrees to make payment of the same even after execution and registration of this Deed of Conveyance.

22. All rights and obligations of the Promoter and the Owners inter se shall be governed by the Development Agreement which shall override anything contained herein which is contrary to or inconsistent with such rights and obligations.

## **Part - II** **(Maintenance)**

1. The Said Property, the Buildings and the Common Areas shall be managed and maintained by the Maintenance Agency. The Maintenance Agency shall be responsible to provide and maintain essential services in the Project till the offer to the Association to take over of the maintenance of the project upon the issuance of the Completion Certificate of the Project. The cost of such maintenance has not been included in the Total Price of the said Apartment and the same shall be paid by the Purchaser as agreed with the Promoter.

2. The Purchaser shall accept the rules and regulations made by the Maintenance Agency (**Rules**) and shall diligently observe, perform and comply with the same.

3. The Maintenance Agency shall function at the costs of the Unit Owners and will work on the basis of advance payments and/or reimbursements of all costs and outgoings for Common Purposes, including establishment costs and costs of its formation and/or operations and requirements for doing and/or making provisions for repairs painting replacements and renovations and for unforeseen eventualities.

4. The Maintenance Agency shall collect and pay all rates, taxes and outgoings, including for insurance of the Buildings and the Said Property, which are not separately charged or assessed or levied on the Unit Owners.

5. The Purchaser shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by Maintenance Agency/Association (upon formation), within the prescribed due date, failing which the Purchaser shall pay interest at the same rate prescribed in the Rules for delayed payments, for the period of delay, computed from the date the payment became due till the date of payment, to the Maintenance Agency/Association (upon formation), as the case may be, and there shall be restriction on sale, transfer, lease or tenancy of the said Apartment Unit till the dues are fully paid as also damages suffered or costs incurred, if any, due to delay in making payment or for realization. The liability to pay interest shall be without prejudice to the right of the Maintenance Agency under Clause 8 below.

6. Apportionment of any liability of the Purchaser in respect of any item of expenses, taxes, dues, levies or outgoings payable by the Purchaser pursuant to this Deed or otherwise shall be Proportionate.

7. The Maintenance Charges payable by the Purchaser with effect from the date of grant of the Occupancy/Completion Certificate, shall be payable on a monthly basis on the basis of the bills to be raised by Maintenance Agency/Association (upon formation), such bills being conclusive proof of the liability of the Purchaser in respect thereof. The Maintenance Charges shall be decided by the Promoter from time to time subject to a minimum of Rs. 5/- per square feet of super built-up area per month for the said Apartment together with applicable Goods and Services Tax. The Maintenance Agency/Association shall be entitled to revise and increase the Maintenance Charges from time to time and the Purchaser shall not be entitled to object thereto.

8. The Purchaser also admits and accepts that the Maintenance Agency/Association shall also be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Purchaser and/or the said Apartment Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges,

\_\_\_\_\_ taxes, Common Expenses and/or other payments by the Purchaser after giving 15 days notice in writing.

9. The Purchaser shall co-operate with the other Unit Owners, and the Maintenance Agency in the management and maintenance of the Said Property and shall observe and comply with such covenants as be deemed reasonable by the Maintenance Agency for the Common Purposes.

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

### **Part - III (Association)**

1. The Promoter shall take steps for formation of the Association. Any association, company, syndicate, committee, body or society formed by any of the Unit Owners without the participation of the Promoter shall not be entitled to be recognized by the Promoter and shall not have any right to represent the Unit Owners or to raise any issue relating to the Buildings or the Said Property. The maintenance of the Buildings shall be made over to the Association within the time mentioned in the West Bengal Apartment Ownership Act, 1972 and upon such making over, the Association shall be responsible for the maintenance of the Buildings and the Said Property and for timely renewal of all permissions, licenses, etc. After handing over of the maintenance of the Said Property to the Association, the Promoter shall transfer and make over the Deposits to the Association after adjusting its dues, if any.

2. All the Unit Owners including the Unit Owners of the Commercial Units as also the Purchaser herein shall become members of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable by the Promoter.

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*Anupam Guha*  
Proprietor

3. All papers and documents relating to the formation of the Association shall be prepared and finalised by the Promoter and the Purchaser hereby consents to accept and sign the same.
4. The employees of the Maintenance Agency for the Common Purposes such as watchmen, security staff, caretaker, liftmen, sweepers etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Purchaser hereby consents to the same and shall not be entitled to raise any objection thereto. After handing over of maintenance to the Association, all subsequent employment shall be done by the Association.
5. The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect and any contrary rules, regulations and/or amendments of the Association shall be void ab initio.
6. All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Unit Owners of the Buildings including the Purchaser herein.
7. Any association of whatsoever nature or nomenclature formed by any of the Unit Owners without the participation of all Unit Owners shall not be entitled to be recognised by the Vendors and shall not have any right to represent the Unit Owners or to raise any issue relating to the Buildings or the Said Property.
8. The Association, when formed, shall be owned and controlled by the Unit Owners proportionately and all its decisions shall be by majority of votes according to proportionate interest, and not number of members. The Unit Owners (including the Purchaser) may amend and/or modify the rules and regulations of the Association by three-fourths majority subject to the condition that no amendment or modification shall be valid if it is contrary to or in violation of any of the terms and conditions contained in the several Deeds of Conveyance executed/to be executed by the Vendors in favour of the Unit Owners.

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9. The certified copies of title deeds relating exclusively to the Said Property along with related documents shall be handed over by the Vendors to the Association within 3 (three) months of handing over of maintenance of the Buildings to the Association.

10. After the maintenance of the Buildings is made over to the Association, the Association may either manage the maintenance of the Buildings on its own or through any other third party or agency who shall carry out its duties in accordance with the terms and conditions contained in the several Deeds of Conveyance executed by the Vendors in favour of the Unit Owners.

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

12. The Maintenance Charges and proportionate Common Expenses shall be paid by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use any or all of the Common Areas and any non-user or non-requirement in respect of any Common Areas or parking facility (if so granted) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Purchaser in respect of the said proportionate Common Expenses and/or Maintenance Charges.

13. From the date of offering the handing over of maintenance to the Association, the Vendors shall not have any responsibility whatsoever regarding the Buildings and the Said Property and/or any maintenance, security, safety or operations including relating to fire fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, installations, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Said Property and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Unit Owners including the Purchaser and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses.

14. The Unit Owners including the Purchaser and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license,

generator license, fire licence, etc. and the Vendors shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of offering the handing over of maintenance, the Vendors and/or their respective directors, employees or agents shall have any liability or responsibility whatsoever under any circumstance.

**Part - IV**  
**(Common Expenses)**

1. **Association:** Establishment and all other capital and operational expenses of the Association.
2. **Common Utilities:** All charges and security deposits for supply, operation and maintenance of common utilities.
3. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
4. **Litigation:** After handing over of possession all litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas of the Said Property, including the exterior or interior (but not inside any Unit) walls of the Buildings.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas of the Said Property, including lifts, generator, changeover switches, CCTV, if any, EPABX if any, pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas of the Said Property.
7. **Rates and Taxes:** \_\_\_\_\_ Tax, surcharge, Multistoried Buildings Tax, Water Tax and other levies in respect of the Buildings and/or the Said Property save those separately assessed on the Purchaser.

8. **Staff:** The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

9. Management Fees

10. **General & Out Pocket Expenses:** All other expenses and/or outgoings including litigation expenses, if any, as may be incurred by the Maintenance Agency/ Association for the Common Purposes.

### Part – V

#### (Mutation, taxes and impositions)

1. The Purchaser shall apply for within 60 days from the date of grant of Occupancy/Completion Certificate and obtain within six months thereafter, mutation, separation and/or apportionment of the said Apartment Unit in his own name without in any way making or keeping the Vendors liable and/or responsible in this regard on any account whatsoever. The Vendors shall cooperate with the Purchaser in this regard and shall sign necessary papers including no objection, consent etc., if and when required in the manner agreed upon.

2. In case of default, the Vendors or the Maintenance Agency, as the case may be, will be entitled to get the said Apartment Unit mutated and apportioned in the name of the Purchaser and in such an event be further entitled to recover all costs, charges and expenses, including professional fees therefor from the Purchaser. All such amounts shall be paid and/or be payable by the Purchaser within 30 (thirty) days of being called upon to do so. In the event of failure to do so, the Purchaser shall be liable to pay interest on the unpaid amount at the rate of 2 (two) per cent per month.

3. Until such time as the said Apartment Unit be separately assessed and/or mutated, all rates, taxes, outgoings and/or impositions levied on the Said Property and/or the Buildings (**Impositions**) shall be proportionately borne by the Purchaser.

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



5. The liability of payment by the Purchaser of Impositions and Penalties in respect of the said Apartment Unit would accrue with effect from the date of grant of the Occupancy/Completion Certificate.

6. The Maintenance Agency shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Purchaser thereof from the Purchaser.

**Schedule-F**  
**[Agreed Consideration]**

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

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

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

**Schedule-G**  
**Part-I**  
**“Said Apartment”**

ALL THAT the residential Apartment no. \_\_\_\_ on the \_\_\_\_\_ Floor with about \_\_\_\_\_ square feet Carpet Area, about \_\_\_\_\_ square feet Built Up Area having mutually accepted by the parties to be equivalent to \_\_\_\_\_ square feet Super Built Up Area, in the Buildings named “**ORCHID ESTATE**” constructed at Said Premises No. 294 Mahatma Gandhi Road , Under Ward no- 142 , being Assessee No- 711420505648, Police Station- Haridevpur , Kolkata- 700104, District South 24 Parganas and delineated on the Plan annexed hereto and bordered in **GREEN** colour thereon.

**Schedule G**  
**(Part-II)**  
 **(“Said Car Parking Space”)**

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

ANUPAM GUHA AND ASSOCIATES  
  
Proprietor

**5. Execution and Delivery:**

**In Witness Whereof** the parties have executed these presents on the day, month and year first above written.

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

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

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

Prepared by:

ANUPAM GUHA AND ASSOCIATES  
  
Proprietor

**Memo of Consideration**

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

DATE	CHEQUE NO	BANK	BRANCH	AMOUNT
			<b>TOTAL:</b>	

**Witnesses:**

ANUPAM GUHA AND ASSOCIATES  
  
 Proprietor