

CONVEYANCE

1. **Date:**

2. **Nature of document:** Deed of Conveyance

3. **Parties:**

3.1 **Owners:**

(1) **DR. (MRS.) SARBANI MUKHERJEE**, wife of Dr. Ananda Moy Mukherjee, by religion Hindu, by occupation retired from service, Citizen of Great Britain, being an Overseas Citizen of India holding OCI Card No. A2655721, permanently residing at 6, Hough Wood Grange Ashton-In-Makerfield 2N4, 9LT, Lancashire, UK and also staying at 31/41 Binova Bhabe Road, Post Office New Alipore, Police Station Behala, Kolkata 700 038 and having Income Tax Permanent Account Number AZDPM1564B, (2) **BISWAJIT BANERJEE**, son of Late Dr. Baidyanath Banerjee, by religion Hindu, by occupation Economist, Citizen of United States of America, being an Overseas Citizen of India holding OCI Card No. A1533166, permanently residing at 540 Haverford Road Unit 2, Wynnewood, PA 19096, USA and also staying at 31/41 Binova Bhabe Road, Post Office New Alipore, Police Station Behala, Kolkata 700 038 and having Income Tax Permanent Account Number AZFPB1410P and (3) **INDRAJIT BANERJEE**, son of Late Dr. Baidyanath Banerjee, by religion Hindu, by occupation Physicist, Citizen of United States of America, being an Overseas Citizen of India holding OCI Card No. A341612, permanently residing at 3738 Deedham Drive, San Jose, CA 95418, USA and also staying at 31/41 Binova Bhabe Road, Post Office New Alipore, Police Station Behala, Kolkata 700 038 and having Income Tax Permanent Account Number APIPB6673B, and hereinafter collectively referred to as “the Owners” of the **First Part**;

3.2 **Promoter:**

TIRUPATI TOWER PRIVATE LIMITED (CIN no. U45201WB1996PTC077613), a Company within the meaning of the Companies Act, 2013 having its registered office at 1, Garstin Place, Police Station Hare Street, Post Office General Post Office Kolkata, Kolkata – 700 001 and having Income Tax Permanent Account No. AABCT0495N represented by its Director (), son of (), by religion (), by occupation Business, Citizen of India, residing at (), Post Office(), Police Station (), Kolkata (), having Income Tax Permanent Account Number()authorized vide resolution dated _____ hereinafter referred to as “the Promoter” of the **Second Part**;

3.3 **Purchaser:** _____

_____ of the **Third Part.**

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

excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and assigns.

- 3.5 The term “**Vendors**” shall mean jointly the Owners and the Promoter and where the context so permits it shall refer to only such of them as is concerned with the relevant matter/issue. The term “**Promoter/Owners**” and/or the term “**concerned Vendor**” shall mean and refer to the Promoter in respect of the Apartment Units comprised in the Promoter’s Area and shall mean and refer to the Owners in case of the Apartment Units comprised in the Owners’ Area.
- 3.6 The term “**Purchaser**” shall mean and include:
- (a) If he/she be an individual, then the heirs, successors, executors, administrators, legal representatives and assigns of such individual.
 - (b) If it be a Hindu Undivided Family, then the members of such Hindu Undivided Family from time to time and their respective heirs, successors, executors, administrators, legal representatives and assigns.
 - (c) If it be a Company or a Limited Liability Partnership, then its successor or successors-in-interest and assigns.
 - (d) If it be a Partnership Firm, then the partners of such partnership firm from time to time and their respective heirs, successors, executors, administrators, legal representatives and assigns.
 - (e) If it be a Trust, then Trustees of such Trust from time to time and their respective successors-in-office and assigns.

4. Definitions:

The following terms and expressions shall in this Deed have the respective meanings assigned to them hereinbelow, unless the same be contrary to or repugnant to the subject or context:

- 4.1 “**Agreed Consideration/Total Price**” shall mean the consideration mentioned in **Schedule F** paid by the Purchaser for acquiring the said Apartment Unit;
- 4.2 “**Agreement**” shall mean the Agreement for Sale dated _____ entered into between the Parties which includes the general terms and conditions of allotment of the said Apartment Unit for purchase by the Purchaser;
- 4.3 “**Apartment**” shall mean any residential apartment (including the servant quarter, if any, on the ground floor appurtenant thereto) and/or any other covered space in the Building which is capable of being exclusively owned, used and/or enjoyed;
- 4.4 “**Apartment Unit**” shall mean any Apartment (including the servant quarter, if any, on the ground floor appurtenant thereto) and/or other covered space in the Building which is capable of being exclusively owned, used and enjoyed by any Apartment Owner, the right, if any, to park a car in a Parking Space, the undivided, impartible,

variable, proportionate share or interest in the Common Areas with right to use and enjoy the same in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Apartment;

- 4.5 “**Apartment Owners**” shall, according to the context, mean the Purchaser herein including all purchasers and/or intending purchasers of different Apartments in the Building including the Promoter/Owners (and their transferees) in respect of such Apartments which are not transferred or alienated and/or not agreed to be transferred or alienated for the time being by the Promoter/Owners;
- 4.6 “**Architects**” shall mean Spectrum Design Group of Mumbai and SDB Architects of Kolkata who have been appointed as the architects for the Project by the Promoter;
- 4.7 “**Association**” shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the Vendors and the representatives of the Apartment Owners and be formed or incorporated at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter;
- 4.8 “**Building**” shall mean the building and/or structures that have been constructed on the Premises by the Promoter as per the Plans and the other constructions and structures that may be constructed on the Premises from time to time, wherever the context so permits;
- 4.9 “**Built-Up Area**” in relation to an Apartment shall mean the plinth area of that Apartment (including the area of bathrooms, balconies and servants quarter, if any, appurtenant thereto) and also the thickness of the walls (external or internal), the columns and pillars therein, provided that, if any wall, column or pillar be common between the two Apartments then 1/2 (one-half) of the area under such wall, column or pillar shall be included in each of the Apartments;
- 4.10 “**Carpet Area**” shall have the meaning as ascribed to it under the West Bengal Housing Industry Regulation Act, 2017;
- 4.11 “**Common Areas**” shall mean the common areas, facilities and installations in the Building and the Premises, for common use and enjoyment of the Apartment Owners and which are mentioned in **Schedule C** hereto;
- 4.12 “**Common Expenses**” shall mean all costs and expenses mentioned in **Part IV of Schedule E** for the management, maintenance and upkeep of the Building, the Common Areas and the expenses for Common Purposes;
- 4.13 “**Common Purposes**” shall include the purpose of managing and maintaining the Premises, the Building and in particular the Common Areas, rendition of services in common to the Apartment Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Apartment Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartment Units exclusively and the Common Areas in common;
- 4.14 “**Common Roof Area**” shall mean only the specified and demarcated portion / area of the ultimate roof of the Building, delineated in **RED** borders in the **Roof Plan**

annexed hereto along with the Lift Machine Room and the water tank thereon, which only shall form part of the Common Areas;

- 4.15 **“Corporation”** shall mean the Kolkata Municipal Corporation and its different departments and officers and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify, extend and/or revise the Plans;
- 4.16 **“Corpus Fund”** shall mean the Fund comprising of the amounts paid / deposited and/or contributed by each Apartment Owner, including the Purchaser herein, towards corpus fund which shall be held by the Maintenance Agency for the purpose of major repairs, replacements and additions to the Common Areas and other contingencies;
- 4.17 **“Date of Possession”** shall mean the date on which the Purchaser was handed over possession of the said Apartment;
- 4.18 **“Development Agreement”** shall mean and include the memorandums, agreements and documents executed from time to time by and between the Owners and the Promoter relating to development of the Premises and shall also include all modifications, alterations and changes, if any, made and/or that may be made therein from time to time as also all documents executed pursuant thereto, including Powers of Attorney;
- 4.19 **“Exclusive Private Roof Area”** shall mean all portions of the roof over the ultimate top floor of the Building other than the Common Roof Area, in respect of which only the Owners shall have Exclusive Private Roof Area Rights and in respect of which the Purchaser, other Apartment Owners and/or occupants of the Building shall have no right, title, interest, claim or entitlement whatsoever;
- 4.20 **“Exclusive Private Roof Area Rights”** shall mean the exclusive right and entitlement of use and enjoyment of the Exclusive Private Roof Area by the Owners (along with their guests and visitors) including beautifying and landscaping the same, making a private roof garden, making installations, erections and constructions permissible in law, etc. together with the right to transfer such rights and entitlements;
- 4.21 **“Maintenance Agency”** shall mean the Promoter itself or any entity appointed by the Promoter for the Common Purposes or upon its formation, the Association;
- 4.22 **“Maintenance Charges”** shall mean the proportionate amount of Common Expenses payable monthly by the Purchaser to the Maintenance Agency;
- 4.23 **“Owners’ Area”** shall mean the areas to which the Owners are entitled to under the Development Agreement;
- 4.24 **“Parking Spaces”** shall mean the spaces on the ground floor of the Building as also in the open space surrounding or adjacent to the Building for parking of medium sized cars;
- 4.25 **“Plan/Plans”** shall mean the plans of the Building which have been sanctioned and approved by the Kolkata Municipal Corporation vide Building Permit No.

_____2019100001_____ dated _____02.04.2019_____ and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architect(s) including variations/modifications/alterations therein that may be made by the Vendors, if any, as well as all revisions, renewals and extensions, if any;

- 4.26 **“Premises”** shall mean the Municipal Premises No. 50, Jnan Goswami Sarani (formed by amalgamation of previous (i) Premises No. 23A/159B, Block G, New Alipore, (ii) Premises No. 23A/159C, Block G, New Alipore, (iii) Premises No. 23A/159D, Block G, New Alipore and (iv) Premises No. 50, Jnan Goswami Sarani, New Alipore), Police Station New Alipore, Kolkata – 700 053 within Ward No. 81 of the Kolkata Municipal Corporation and morefully described in **Schedule B** containing the said Land and the same shall wherever the context permits also include the Building and Common Areas;
- 4.27 **“Project”** shall mean the work of development of the Premises by the Promoter, construction and completion of the Building (including additional/further constructions), marketing and sale of the Apartment Units and other rights, handing over of possession of the completed Apartment Units to the Apartment Owners by the Promoter/Owners and execution and registration of the Deeds of Conveyance in favour of the Apartment Owners;
- 4.28 **“Promoter’s Area”** shall mean the areas to which the Promoter is entitled to under the Development Agreement;
- 4.29 **“Proportionate”** with all its cognate variations shall mean such ratio, the carpet Area of the said Apartment bears to the total carpet area of all the Apartments in the Project;
- 4.30 **“Said Apartment”** shall mean the residential Apartment (including the servant quarter, if any, on the ground floor appurtenant thereto) described in **Schedule G** hereto;
- 4.31 **“Said Apartment Unit”** shall mean the said Apartment, the said Parking Space (if any), the proportionate variable, undivided, indivisible and impartible share or interest in the Common Areas with right to use and enjoy the same in common and wherever the context so intends or permits, shall include the said Undivided Share;
- 4.32 **“Said Land”** shall mean the land measuring about 12 cottahs 6 chittacks 18 square feet more or less comprised in the Premises and morefully described in **Schedule B**;
- 4.33 **“Said Parking Space”** shall mean the right to park medium sized car(s), if any, appurtenant to the said Apartment described in **Part-II** of **Schedule G** hereto;
- 4.34 **“Said Undivided Share”** shall mean the proportionate variable, undivided, indivisible and impartible share or interest in the said Land comprised in the Premises which is attributable to the said Apartment;
- 4.35 **“Super Built-Up Area”** of the said Apartment Unit has been mutually agreed to be calculated by adding (i) the built-up area of the said Apartment and (ii) an agreed fixed percentage of 33.33 (thirty three point three three) per cent of the built up area of the said Apartment;

- 4.36 “**Undivided Share**” in relation to an Apartment shall mean the proportionate variable, undivided, indivisible and impartible share or interest in the said Land comprised in the Premises which is attributable to the concerned Apartment;
- 4.37 “**Masculine Gender**” including the pronouns referring thereto shall include the **feminine** and **neuter** gender and vice versa.
- 4.38 “**Singular Number**” shall include the **plural number** and vice versa.

5. **Subject Matter of Sale:**

Sale on ownership basis of the said Apartment Unit (described in **Schedule-G**) at Premises No. 50, Jnan Goswami Sarani (formed by amalgamation of previous (i) Premises No. 23A/159B, Block G, New Alipore, (ii) Premises No. 23A/159C, Block G, New Alipore, (iii) Premises No. 23A/159D, Block G, New Alipore and (iv) Premises No. 50, Jnan Goswami Sarani, New Alipore), Police Station New Alipore, Kolkata – 700 053 within Ward No. 81 of the Kolkata Municipal Corporation, described in **Schedule-B (Premises)** subject to the mutual easements and restrictions mentioned in this Deed including in **Schedule-D** hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in **Clause 7.1, Clause 7.3** and **Schedule-E**.

6. **Background:**

- 6.1 The devolution of the title in favour of the Owners in respect of the Premises is mentioned in **Schedule-A (Title)**.
- 6.2 The Owners have entered into the Development Agreement with the Promoter for development of the Premises.
- 6.3 The Promoter has got the Plans sanctioned by the Corporation and has constructed and completed the Building at the Premises and pursuant to the same Completion Certificate dated _____ has been issued by the Corporation. The Vendors have registered the Project under the West Bengal Housing Industry Regulation Act, 2017 with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under Registration No. _____.
- 6.4 The said Apartment Unit is comprised in the _____ Area and accordingly the entire consideration for the same is receivable by the _____.
- 6.5 The Purchaser confirms that after being independently satisfied about the ownership and title of the Owners in respect of the Premises and the documents relating thereto, the right, title, interest and entitlement of the Promoter as the developer in respect of the Premises, the Plans sanctioned by the Corporation and the necessary approvals and permissions and the actual constructions (including the quality and specifications thereof, the Carpet, Built-up and Super Built- up Areas of the said Apartment Unit, the workmanship, the quality of

materials used, the structural stability and the construction of the Building, the Common Areas and the said Apartment), the Purchaser has taken possession of the said Apartment Unit. 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 his right, if any, to do so. The Purchaser declares and confirms that the construction of the Building including the said Apartment Unit and the Common Areas is complete in all respects to the complete satisfaction of the Purchaser and that the delay, if any, in completion has been and/or is deemed to be condoned and that the Vendors have complied with all their obligations 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 his right, if any, in this regard.

7. **Now this Indenture witnesses:**

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

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

- (a) The Apartment described in **Part-I of Schedule-G (said Apartment)**.
- (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 Apartment Owners and/or occupiers of the other portions of the Building in respect of the same.
- (d) Said Undivided Share.

7.1.2 The term '**the said Apartment Unit**' wherever used in this Deed shall include all the properties and rights mentioned in **Clause 7.1.1** hereinbefore which are being hereby sold and/or granted, unless contrary to the context and it is expressly made clear that the same constitute one residential unit.

7.1.3 Neither any of the (i) open and covered spaces in the Building and the Premises/said Land not included in the Common Areas mentioned in **Schedule C**, (ii) Roof of the Building at the Premises excluding the Common Roof Area, (iii) other Apartments, Apartment Units and Parking Spaces in the Building (except the right to park medium sized car(s) in the said Parking Space) and/or the Premises, (iv) right of further construction on any part of the open land/space comprised in the Premises/said Land or raising of any additional floor/storey/construction on the roof of the Building including the Common Roof Area and (v) Exclusive Private Roof Area Rights in

respect of the Exclusive Private Roof Area in as much as the same shall belong exclusively to the Owners is intended to be transferred, nor the same shall be transferred in favour of the Purchaser in as much as the same shall belong exclusively to the Promoter/Owners and the Purchaser shall have no right, title, interest, claim or entitlement whatsoever in respect thereof and the Promoter/Owners shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by the Promoter/Owners in their absolute discretion, without any reference to the Purchaser who hereby consents to the same and hereby disclaims, relinquishes, releases and/or waives any right, title, interest, entitlement or claim that the Purchaser may be entitled to, both in law or in equity, in favour of the Promoter/Owners.

- 7.1.4 Notwithstanding anything to the contrary contained elsewhere, it is clarified that the Vendors are retaining rights in the Premises and the Building and accordingly the Vendors and/or their transferees shall continue to be entitled to use and utilise the Common Areas mentioned in **Schedule-C** hereto.
- 7.1.5 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.
- 7.1.6 The right of the Purchaser regarding the Undivided Share shall be variable depending on additional/further constructions, if any, made by the Vendors from time to time and the Purchaser hereby irrevocably consents to the same. Any such variation shall not affect the Agreed Consideration/Total Price and no claim can be raised regarding the same by the Purchaser and the Purchaser shall not be entitled to and covenants not to demand any refund out of the Agreed Consideration/Total Price paid by the Purchaser on the ground of or by reason of any variation of the Undivided Share.
- 7.1.7 The Promoter shall be entitled at all times to install, display and maintain its name and/or logo on the roof (including the Common Roof Area) of the Building and/or other areas in the Building and/or the Premises by putting up hoardings, display signs, neon-signs, lighted displays, etc. without being required to pay any charges for the same other than payment of electricity consumed on actuals, and no one including the Apartment Owners and the Association shall be entitled to object or to hinder the same in any manner whatsoever.
- 7.1.8 The Purchaser shall 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 Apartment Owner and/or the Vendors.
- 7.1.9 Only the Common Roof Area shall be meant for common use and form part of Common Area. The Common Roof Area includes the areas of the staircase, 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,

water tank and staircase.

- 7.1.10 The Purchaser has irrevocably consented and/or hereby irrevocably consents that the Vendors shall be entitled to make in future additional/further constructions by way of additional/further construction in the Premises including by raising of any additional floor/storey/construction over the roof of the Building (including the Common Roof Area) and/or by way of construction of additional buildings/structures in the open land/spaces in the Premises and shall at their absolute discretion be entitled to make from time to time additions or alterations to or in the Building and/or the Common Areas and such future additional/further constructions/ exploitation shall belong exclusively to the Vendors who shall be entitled to sell, transfer, convey and/or otherwise deal with and dispose of the same in any manner whatsoever and appropriate all considerations and other amounts receivable in respect thereof. For the aforesaid purpose the Vendors are entitled to shift any part of the Common Areas (including common areas and installations, lift machine rooms and water tanks and the Common Roof Area) to the ultimate roof and also to make available the Common Areas and all utility connections and facilities to the additional/further constructions. The Vendors 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.
- 7.1.11 Notwithstanding anything to the contrary contained elsewhere it is hereby made clear that any area not included in the Common Areas that remains unsold shall belong exclusively to the Vendors and the Vendors shall be entitled to deal with and dispose of the same in any manner it deems fit and appropriate the consideration for the same.
- 7.1.12 Non-enforcement of any right by the Vendors or any indulgence granted by the Vendors to the Purchaser or any other Apartment Owner shall not amount to any waiver of any of the rights of the Vendors.
- 7.1.13 If at any time there be imposition of or enhancement of any tax, duty, levy, cess, surcharge or fee (including Goods & Service Tax) under any statute or regulation on the Premises, the Building and/or the said Apartment Unit or on the construction or transfer of the said Apartment Unit or any portion thereof (whether payable to the concerned authority by the Promoter or Owners or the Purchaser) the same shall be borne and paid by the Purchaser, wholly in respect of the said Apartment Unit and proportionately in respect of the Premises, the Building and the Common Areas, without raising any objection thereto. The Promoter and/or the Owners 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 Promoter and/or the Owners and/or the concerned authority. It is expressly agreed that the same shall be the liability of the Purchaser and the Promoter and/or the Owners shall be entitled to recover the same from the Purchaser.
- 7.1.14 In respect of any of the rights or obligations of the Vendors or any of them as against or towards the Purchaser, it shall be sufficient if anyone of the Vendors take any steps

and/or issue notices regarding the same and it shall not be necessary for all the Vendors to take any step jointly. It shall however be necessary for the Purchaser to give notice and deal with each of the Vendors herein individually and separately.

7.1.15 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 his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Apartment Owner and/or the Vendors.

7.1.16 The sale of the said Apartment Unit is together with and subject to the mutual easements and restrictions mentioned in this Deed including in **Schedule-D** hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in **Clause 7.1, Clause 7.3** and **Schedule-E** hereto, which shall be covenants running with the said Apartment Unit in perpetuity.

7.2 Covenants of the Vendors:

7.2.1 The Owners hereby covenant with the Purchaser that they:

(a) have the right to sell, transfer and convey the said Apartment Unit to the Purchaser free from all encumbrances;

(b) 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.

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

7.2.3 The Promoter hereby covenants with the Purchaser that the Promoter is entitled to transfer its rights in respect of the said Apartment Unit and shall keep the Purchaser well and sufficiently saved, harmless and indemnified of from and against any encumbrance that may have been created by the Promoter in respect of the said Apartment Unit.

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

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

7.3 Covenants of the Purchaser:

7.3.1 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 7.1, Clause 7.3 and Schedule-E**;
- (b) pay wholly in respect of the said Apartment Unit and proportionately in respect of the Premises and the Building, the Common Expenses, Maintenance Charges, electricity charges and all levies, duties, cess, charges, surcharges, rates, taxes and outgoings including, but not limited to Corporation taxes, 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 Apartment 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 Building and/or the transfer, sale or disposal of any other Apartment Unit or portion of the Building. In default, the Purchaser shall be responsible and liable for all losses and damages which the Vendors may suffer in this regard;
- (e) not raise any objection or make any claim against the Vendors regarding the construction and/or the completion of the Building and/or the said Apartment Unit or regarding the already verified calculation of Carpet Area, Built-up Area and/or the mutually agreed Super Built-up Area of the said Apartment Unit and/or regarding any of the matters/items mentioned in **Clause 6.5** 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 hindrance, objection or disturbance to the user of the Common Areas (mentioned in **Schedule-C**) by the Vendors / Apartment Owners/ tenants/ occupants of other Apartment Units;
- (h) not claim any right over and/or in respect of the roof of the Building other than the Common Roof Area and that too only to the extent and subject to the conditions mentioned in this Deed;

(i) not raise any objection or claim against the Vendors or create any hindrance or obstruction in relation to the rights and entitlements of the Vendors or any of them including under Clauses 7.1.3, 7.1.4, 7.1.5, 7.1.6, 7.1.7, 7.1.10, 7.1.11, 7.1.12 and 7.1.14;

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

(k) apply for mutation to the Corporation within 30 days from the date of this Deed and take all necessary steps and get the said Apartment Unit mutated in his name and/or separately assessed by the Corporation at his own costs within 6 (six) months thereafter and the Vendors have already provided the Purchaser with a copy of the Completion Certificate for such purpose;

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

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

7.3.2 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 by law.

7.3.3 The Purchaser shall pay the Corporation taxes in respect of the said Apartment Unit from the date of Notice for Possession (defined in Clause 7.2 of the Agreement). All 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 the Notice for Possession (defined in Clause 7.2 of the Agreement)

7.4 **Completion of Construction and Possession:**

7.4.1 The Completion Certificate has been issued by the Corporation and the Vendors have on or before the execution of this Deed handed over to the Purchaser, physical possession of the said Apartment Unit. The Purchaser has taken possession of the said Apartment after inspection and fully satisfying himself in all respects with the Plans sanctioned by the Corporation, construction of the Building, the Common Areas and the said Apartment (including the quality and specifications thereof, the carpet area, 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 Building) and confirms that he has no claim of whatsoever nature against the Vendors or any of them on any account

whatsoever. The Purchaser agrees, undertakes and covenants not to make any claim or raise any dispute whatsoever against the Vendors or any of them under any circumstances whatsoever.

7.4.2 The Purchaser is entitled to use and occupy the said Apartment Unit for residential purpose and for no other purpose.

7.4.3 On and from the Date of Possession the Purchaser is responsible for the internal security of the said Apartment Unit and all articles, things, property and belongings within the same and to protect the same from any theft, loss, damage or destruction and to protect against any bodily injury or casualty to any person on account of any cause whatsoever. The Vendors shall not have any responsibility or liability whatsoever in this regard.

Schedule-A
(Title)

- A. By and under an Indenture of Sale dated 5th September, 1950 and registered at the office of the Sadar Joint Sub-Registry of Alipore in Book No. I, Volume No. 77, Pages 17 to 22, Being No. 4284 for the year 1950 the Hindustan Co-operative Insurance Society Limited sold and conveyed in favour of Smt. Kamalini Mukharji All That the piece or parcel of revenue free land being Plot No. 159, Block No. 'G' of the Society's New Alipore Development Scheme No. XV measuring 12.42 Cottahs be the same a little more or less situate lying at and being a portion of Port Commissioners' surplus land lying between Diamond Harbour Road and Tolly's Nullah, Thana Alipore, Registration District Alipore, District 24-Parganas within the Municipal limits of the Corporation of Calcutta (being the said Land).
- B. The said Smt. Kamalini Mukherjee got the said Land mutated in her name with the Calcutta Municipal Corporation and obtained a Sanctioned Building Plan from the Calcutta Municipal Corporation and constructed a three-storied building with garage and outhouse on a portion of the said Land and also laid out lawns and gardens on the said Land.
- C. By and under a Deed of Gift dated 30th November, 1962 and registered at the office of the Alipore Sub Registry Office in Book No. I, Volume No. 153, Pages 160 to 165, Being No. 9792 for the year 1962 the said Smt. Kamalini Mukherjee gifted and transferred the said Land together with the constructions thereon in favour of her son Pradyut Chandra Mukherjee. Subsequently the said Pradyut Chandra Mukherjee got the said Land mutated in his name with the Calcutta Municipal Corporation.
- D. The said Pradyut Chandra Mukherjee died on 1st August, 1993 leaving behind his Last Will dated 16th January, 1970 whereunder he bequeathed, inter alia, the said Land in favour of his sister Smt. Parul Rani Banerjee alias Smt. Parul Banerjee who was also appointed as the Executrix thereunder. Probate of the said Last Will dated 16th January, 1970 of the said Pradyut Chandra Mukherjee was granted on 22nd November, 1975 by the Learned Court of District Delegate at Alipore under Act 39, Case No. 186 of 1974 in favour of the said Smt. Parul Rani Banerjee alias Smt. Parul Banerjee.

- E. The said Smt. Parul Rani Banerjee alias Smt. Parul Banerjee duly assented to the legacy in her favour and accordingly the said Smt. Parul Rani Banerjee alias Smt. Parul Banerjee became the absolute lawful owner of the said Land.
- F. The said Smt. Parul Rani Banerjee alias Smt. Parul Banerjee divided the said Land into four separate areas and for the purpose of private access to such four separate areas, a 12 (twelve) feet wide private passage measuring about 13 Chittacks 38.4 Square feet was demarcated in the property only for exclusive personal use of the owners of such four separate areas.
- G. By and under a Deed of Gift dated 15th June, 1981 and registered at the office of the District Sub-Registrar, Alipore in Book No. I, Volume No. 217, Pages 292 to 298, Being No. 6777 for the year 1981 the said Smt. Parul Banerjee gifted and transferred in favour of Indrajit Banerjee (being the Owner No. 3 herein) a demarcated portion of the said Land being All That the piece and parcel of revenue free land measuring about 2 cottahs 1 chittack 16 square feet being the North-Eastern portion of Premises No. 159, Block G, New Alipore within Police Station New Alipore in the District of 24 Parganas which was subsequently renumbered as Premises No. 23A/159C, Diamond Harbour Road, Kolkata 700 053.
- H. The said Indrajit Banerjee (being the Owner No. 3 herein) was in the United States of America at the time of execution and registration of the said Deed of Gift dated 15th June, 1981 and accordingly the said Indrajit Banerjee (being the Owner No. 3 herein) could not make an endorsement in the said Deed of Gift dated 15th June, 1981 accepting the gift of the said Premises No. 23A/159C. Accordingly, by a Deed dated 27th June, 1984 and registered at the office of the District Sub-Registrar, Alipore in Book No. I, Volume No. 65, Pages 130 to 135, Being No. 8748 for the year 1984 the said Smt. Parul Banerjee and the said Indrajit Banerjee (being the Owner No. 3 herein) confirmed the said Deed of Gift dated 15th June, 1981 and the said Indrajit Banerjee (being the Owner No. 3 herein) accepted the gift of the said Premises No. 23A/159C.
- I. By and under a Deed of Gift dated 16th December, 1982 and registered at the office of the District Sub-Registrar, Alipore in Book No. I, Volume No. 419, Pages 117 to 121, Being No. 16507 for the year 1982 the said Smt. Parul Banerjee gifted and transferred in favour of Biswajit Banerjee (being the Owner No. 2 herein) a demarcated portion of the said Land being All That the piece and parcel of revenue free land measuring about 2 cottahs 1 chittack 16 square feet being the North-Western portion of Premises No. 159, Block G, New Alipore within Police Station New Alipore in the District of 24 Parganas with building with asbestos shed standing thereon being outhouse comprising of servants quarter and garage which was subsequently renumbered as Premises No. 23A/159B, Diamond Harbour Road, Kolkata 700 053.
- J. By and under a Deed of Gift dated 16th December, 1982 and registered at the office of the District Sub-Registrar, Alipore in Book No. I, Volume No. 26, Pages 219 to 222, Being No. 523 for the year 1983 the said Smt. Parul Banerjee gifted and transferred in favour of Dr. (Mrs.) Sarbani Mukherjee (being the Owner No. 1 herein), a demarcated portion of the said Land being All That the piece and parcel of revenue free land measuring about 3 cottahs 11 chittacks 7 square feet being the South-Eastern portion of Premises No. 159, Block G, New Alipore within Police Station New Alipore in the

District of 24 Parganas which was subsequently renumbered as Premises No. 23A/159D, Diamond Harbour Road, Kolkata 700 053.

- K. After the aforesaid gifts the said Smt. Parul Banerjee remained the lawful owner of (a) the said Private Passage measuring about 13 Chittacks 38.4 Square feet and (b) All That the piece and parcel of revenue free land measuring about 3 cottahs 11 chittacks together with the three-storied building thereon and being a portion of Premises No. 159, Block G, New Alipore within Police Station New Alipore in the District of 24 Parganas which have subsequently been collectively renumbered as Premises No. 50, Jnan Goswami Sarani, Kolkata 700 053.
- L. The said Smt. Parul Banerjee died on 18th April, 2016 leaving behind her Last Will and Testament dated 29th October, 2004 whereunder she devised and bequeathed absolutely and forever the said Premises No. 50, Jnan Goswami Sarani, Kolkata 700 053 in favour of the said Indrajit Banerjee, the said Biswajit Banerjee and the said Dr. (Mrs.) Sarbani Mukherjee (being the Owners herein) in the following manner:

Beneficiary/Legatee	Undivided share in land, common areas and facilities and common parts of the above premises	Exclusive constructed area
Indrajit Banerjee	Undivided one-third share	Entire Second Floor Flat
Biswajit Banerjee	Undivided one-third share	Entire Ground Floor Flat
Dr. (Mrs.) Sarbani Mukherjee	Undivided one-third share	Entire First Floor Flat

- M. Dr. (Mrs.) Sarbani Mukherjee was appointed as the executrix of the said Last Will and Testament dated 29th October, 2004. The said Last Will and Testament dated 29th October, 2004 was registered at the office of the District Sub-Registrar I, Alipore in Book No. III, Volume No. 1, Pages 185 to 192, Being No. 24 for the year 2005.
- N. Probate of the said Last Will and Testament dated 29th October, 2004 of the said Smt. Parul Banerjee was granted on 19th January, 2017 by the Learned Court of District Delegate at Alipore under Probate Case No. 39, No. 698 of 2016 in favour of the said Dr. (Mrs.) Sarbani Mukherjee.
- O. The said Dr. (Mrs.) Sarbani Mukherjee has assented to the legacies in favour of the respective legatees in terms of the said Last Will and Testament dated 29th October, 2004 of the said Smt. Parul Banerjee.
- P. By and under a Deed of Gift dated 1st February, 2018 and registered at the office of the Additional Registrar of Assurance – I, Kolkata in Book No. I, Volume No. 1901-2018, Pages 31937 to 31969, Being No. 190100660 for the year 2018 the said Biswajit Banerjee (being the Owner No. 2 herein) granted conveyed transferred assigned and assured by way of an absolute irrevocable and unconditional gift unto the said Indrajit Banerjee (being the Owner no. 3 herein) and Dr. (Mrs.) Sarbani Mukherjee (being the Owner No. 1 herein) All That an undivided 2 (two) per cent share or interest of and in

All That the said Premises No. 23A/159B, Diamond Harbour Road, Kolkata 700 053. Accordingly, the said Biswajit Banerjee, Indrajit Banerjee and Dr. (Mrs.) Sarbani Mukherjee became the joint owners of the said Premises No. 23A/159B, Diamond Harbour Road, Kolkata 700 053, each having an undivided share therein.

- Q. By and under a Deed of Gift dated 1st February, 2018 and registered at the office of the Additional Registrar of Assurance – I, Kolkata in Book No. I, Volume No. 1901-2018, Pages 31970 to 32003, Being No. 190100661 for the year 2018 the said Dr. (Mrs.) Sarbani Mukherjee (being the Owner No. 1 herein) granted conveyed transferred assigned and assured by way of an absolute irrevocable and unconditional gift unto the said Indrajit Banerjee (being the Owner no. 3 herein) and Biswajit Banerjee (being the Owner No. 2 herein) All That an undivided 2 (two) per cent share or interest of and in All That the said Premises No. 23A/159D, Diamond Harbour Road, Kolkata 700 053. Accordingly, the said Dr. (Mrs.) Sarbani Mukherjee, Indrajit Banerjee and Biswajit Banerjee became the joint owners of the said Premises No. 23A/159D, Diamond Harbour Road, Kolkata 700 053, each having an undivided share therein.
- R. By and under a Deed of Gift dated 1st February, 2018 and registered at the office of the Additional Registrar of Assurance – I, Kolkata in Book No. I, Volume No. 1901-2018, Pages 32004 to 32037, Being No. 190100662 for the year 2018 the said Indrajit Banerjee (being the Owner No. 3 herein) granted conveyed transferred assigned and assured by way of an absolute irrevocable and unconditional gift unto the said Biswajit Banerjee (being the Owner no. 2 herein) and Dr. (Mrs.) Sarbani Mukherjee (being the Owner No. 1 herein) All That an undivided 2 (two) per cent share or interest of and in All That the said Premises No. 23A/159C, Diamond Harbour Road, Kolkata 700 053. Accordingly, the said Indrajit Banerjee, Biswajit Banerjee and Dr. (Mrs.) Sarbani Mukherjee became the joint owners of the said Premises No. 23A/159C, Diamond Harbour Road, Kolkata 700 053, each having an undivided share therein.
- S. In view of the aforesaid, the Owners jointly became the absolute lawful owners of land measuring about 12 cottahs 6 chittacks 18 square feet more or less comprised in (i) Premises No. 50, Jnan Goswami Sarani, Kolkata – 700 053, (ii) Premises No. 23A/159B, Diamond Harbour Road, Kolkata 700 053, (iii) Premises No. 23A/159C, Diamond Harbour Road, Kolkata 700 053 and (iv) Premises No. 23A/159D, Diamond Harbour Road, Kolkata 700 053.
- T. The said Premises No. 50, Jnan Goswami Sarani, Kolkata – 700 053, the said Premises No. 23A/159B, Diamond Harbour Road, Kolkata 700 053, the said Premises No. 23A/159C, Diamond Harbour Road, Kolkata 700 053 and the said Premises No. 23A/159D, Diamond Harbour Road, Kolkata 700 053 have been amalgamated into a single premises being Premises No. 50, Jnan Goswami Sarani, Kolkata – 700 053 (being the said Land/Premises) by the Kolkata Municipal Corporation. The said Land/Premises is mutated in the name of the Owners in the records of the Kolkata Municipal Corporation.

Schedule-B

(said Land/Premises)

ALL THAT the the piece or parcel of land measuring about 12 cottahs 6 chittacks 18 square feet more or less lying and situate at and being Premises No. 50, Jnan Goswami Sarani (formed by amalgamation of previous (i) Premises No. 23A/159B, Block G, New Alipore, (ii) Premises No. 23A/159C, Block G, New Alipore, (iii) Premises No. 23A/159D, Block G, New Alipore and (iv) Premises No. 50, Jnan Goswami Sarani, New Alipore), Police Station New Alipore, Kolkata – 700 053 (formerly Premises No. 159, Block G, New Alipore, Kolkata 700 053) within Ward No. 81 of the Kolkata Municipal Corporation, District South 24 Parganas together with the Building thereon and butted and bounded as follows:

On the North by :	Two houses on the Plot 142 G-Block, New Alipore, Kolkata 700 053;
On the East by :	A building at 160/2 G-Block, New Alipore, Kolkata 700 053;
On the South by :	40 feet wide Municipal Road across from 162, Block G and 163, Block G, New Alipore; and
On the West by :	Premises No. 158, G-Block, New Alipore, Kolkata 700 053.

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

The said Premises is delineated in **GREEN** borders in the map or plan annexed hereto.

Schedule -C
(Common Areas)

1. Lobby
2. Stairs
3. Lift well
4. Underground Tank
5. Overhead Tank
6. Lift Machine Room
7. Common Roof Area only

Notwithstanding anything contained elsewhere herein 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 this Deed. Notwithstanding anything to the contrary contained elsewhere it is hereby expressly agreed that (i) the Exclusive Private Roof Area in respect of which only the Owners shall have Exclusive Private Roof Area Rights and (ii) the studio with a toilet-cum-bathroom and space for kitchenette on the ground floor forming part of the Owners' Area shall not form part of the Common Areas under any circumstances.

Schedule-D
(Easements & Restrictions)

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

1. The right of ingress to and egress from their respective Apartment 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 Premises including all the Apartment Units therein.
3. The right of support, shelter and protection of each portion of the Building by the other portions thereof.
4. Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of Apartment Units in the Building or necessary for the use or enjoyment thereof by the Apartment Owners in common with each other subject however to the terms, conditions and covenants mentioned in this Deed including in particular in **Schedule-E** hereto.
5. The right of the Apartment Owners, with or without workmen, and necessary materials to enter into all parts of the Premises, including all the Apartment 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 Maintenance Agency from time to time;
 - b) permit the Maintenance Agency and its men, agents and workmen to enter into the said Apartment for the Common Purposes or the Project with prior reasonable notice except in case of emergency/urgency;
 - c) deposit the amounts for various purposes as required by the Promoter and/or the Maintenance Agency;
 - d) use and occupy the said Apartment only for the purpose of residence and shall not be entitled to and shall not kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the Building and/or the Premises or on any portion thereof;
 - e) use the Common Areas without causing any hindrance or obstruction to other Apartment Owners and occupants of the Building;
 - f) keep the said Apartment and party walls, sewers, drains, pipes, cables, wires, entrance

and main entrance serving any other Apartment in the Building and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments and parts of the Building;

g) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Apartment or the Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise and also not to make any form of alteration to the external façade of the Building;

h) maintain and/or remain responsible for the structural stability of the said Apartment and not to do anything which has the effect of affecting the structural stability of the Building and in case 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. 100/- per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Service 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 Apartment Owners. The main electric meter shall be installed only at the common meter space. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Building, the Premises and outside walls of the Building save in the manner indicated by the Promoter/Association (upon formation);

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

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

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

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

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

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

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

2. the Purchaser has agreed and covenanted:

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

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

c) not to put any nameplate or letter box or neon-sign or board in the Common Areas or on the outside wall of the Building save at the place as be approved or provided by the Promoter Provided However That nothing contained herein shall prevent the Purchaser to put a decent nameplate on the outface of the main door of the said Apartment;

d) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Apartment or any portion thereof and not to change the colour or design of balcony, balcony railings, window grills, and/or change the outer elevation of the said Apartment or the Building under any circumstance and in case any deviation, breach, violation or default of this sub-clause the Purchaser undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 100/- per square feet of the super built up area of the said Apartment Unit together with all applicable taxes thereon 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;

e) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Apartment or any part of the Building or the Premises or may cause any increase in the premium payable in respect thereof;

f) not to make or permit or play any disturbing noises or loud sounds or music in the Premises or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers of the Building and/or disturb them;

g) not to use the lifts in case of fire and also not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc;

- h) not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency/Association;
- i) not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation;
- j) not to decorate the exterior of the Building otherwise than in the manner agreed by the Promoter in writing or in the manner as near as may be in which it was previously decorated and also not to alter or permit any alteration in the outside colour scheme of the exposed walls of the verandahs lounge or any external walls or the fences of external doors and windows including grills/gates of the said Apartment Unit which in the opinion of the Maintenance Agency differ from the colour Scheme of the Building or deviation or which in the opinion of the Maintenance Agency may affect the elevation in respect of the exterior walls of the Building and/or the Premises and in case any deviation, breach, violation or default of this sub-clause the Purchaser undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 100/- per square feet of the super built up area of the said Apartment Unit together with all applicable taxes thereon 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;
- k) not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Building and the Premises and to deposit the same in such place only in the Premises and at such time and in such manner as the Maintenance Agency may direct;
- l) not to store or allow anyone to store any goods articles or things in or around the staircase, lobby, landings or other common areas or installations of the Building;
- m) not to store in the said Apartment Unit or any part of the Premises any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the Premises or any part thereof and/or the Premises and/or any neighbouring property to any risk of fire or any accident;
- n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Building;
- o) not to claim any right over and/or in respect of the roof of the Building other than the right of common use in respect of the Common Roof Area or in respect of any open land at the Premises or in any other open or covered spaces of the Building and the Premises reserved or intended to be reserved by the Promoter/Owners for their own exclusive use and enjoyment and not meant to be a common area or portion and notwithstanding any inconvenience to be suffered by him and not to obstruct any development or further development or additional vertical / horizontal or other constructions which may be made by the Vendors 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 Vendors from time to time even after the Date of Possession;

- q) not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner and/or for any reason whatsoever, relating to or concerning the construction or completion or sale of the Building and/or the Apartments therein by the Promoter at any time, whether before or after 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 Vendors 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 shift or obstruct any windows or lights in the said Apartment or the Building and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Apartment without the prior consent in writing of the Promoter and/or the Association;
- t) not cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment;
- u) 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;
- v) not hang or cause to be hung clothes from the balconies of the Said Apartment;
- w) 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;
- 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 **Schedule G**;
- y) not to sell, transfer, let out or part with possession of the said 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 Building;
- aa) not to do any addition, alteration, structural changes, construction or demolition in the said Apartment Unit without prior written permission from the Corporation and other concerned authorities as also the Maintenance Agency and also subject to the condition that the same is not restricted under any other provision of the Agreement and this Deed 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. 100/- per square feet of the super built up area of the said Apartment Unit together with all applicable taxes thereon 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;

bb) not to raise or put up any kutchra or pucca constructions, grills, walls or enclosure of any kind around the said Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;

cc) not to make any claim of any nature whatsoever in respect of the Premises other than the said Apartment Unit hereby transferred and the common enjoyment of the Common Areas;

dd) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the Building and shall not project anything out of any window of the Premises;

ee) not to keep or harbour any bird or animal in the Common Areas of the Premises;

ff) not to make claim of any right of pre-emption or otherwise regarding any of the other Apartments or any portion of the Building and/or the Premises;

gg) not to install any air-conditioner except at the designated place shown by the Promoter and at no point of time to change the position, cabling, vents and/or arrangement for the air-conditioner without prior written consent of the Promoter;

hh) not to install any external wires or cables that may be visible outside the said Apartment;

ii) not to put any film, whether coloured, reflective or otherwise on the windows/glass, whether external or internal;

jj) 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;

kk) not to subdivide the said Apartment Unit and/or the said Parking Space, if allotted, or any portion thereof;

ll) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Building and the Premises not forming part of the Common Areas;

mm) not to carry on or permit to be carried on at the said Apartment Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Apartment Owners/occupiers of the Premises and/or the neighbourhood;

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

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

pp) not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in the Agreement and this Deed;

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

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

ss) not to interfere in any manner with the Exclusive Private Roof Area Rights of the Owners (along with their guests and visitors) in respect of Exclusive Private Roof Area and/or do anything that may be contrary to Clause 7.1.3.

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

4. The Purchaser has agreed undertaken and covenanted not to question at any time the computation of the Super Built-up Area of the said Apartment Unit and not to claim or demand, under any circumstances whatsoever, details or calculations of the Super Built-up Area.

5. The Purchaser shall have no connection whatsoever with the other Apartment Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Purchaser and the other Apartment Owners (either express or implied) and the Purchaser shall be responsible to the Vendors for fulfilment of the Purchaser's obligations irrespective of non-compliance by any other Apartment Owner.

6. Notwithstanding anything to the contrary contained elsewhere in this Deed, the Purchaser shall pay the electricity charges as per separate meter for use of electricity within the said Apartment Unit as also 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 Notice for Possession (defined in Clause 7.2 of the Agreement. The Purchaser shall be liable to pay the Corporation taxes and other taxes from the date of issue of the Notice for Possession (defined in Clause 7.2 of the Agreement)

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 Service Tax payable in respect of the Agreed Consideration/Total Price mentioned in this Deed as also the other amounts and/or Deposits that have been paid and/or are payable by the Purchaser, shall be borne and paid by and be the sole liability of the Purchaser who agrees and undertakes to make payment of the same even if the same are found payable and/or demanded in future. The Purchaser hereby indemnifies the Vendors fully regarding the above.

8. The Project and the Building constructed at the Premises have been named as “**Prabhat Kamal by Orbit**” and the same shall always be known by the said name. The Purchaser and/or the Apartment Owners and/or the Association and/or the Maintenance Agency shall not be entitled to change the said name under any circumstances whatsoever and shall not remove the signage of the Building name that has been installed at the Premises.

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

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

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

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

10. The Purchaser shall not claim any partition of the said Land comprised in the Premises.

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

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

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

Part - II
(Maintenance)

1. The Premises, the Building and the Common Areas shall be managed and maintained by the Maintenance Agency.
2. The Purchaser shall accept the rules and regulations made by the Maintenance Agency (**Rules**) and shall diligently observe, perform and comply with the same.
3. The Maintenance Agency shall function at the costs of the Apartment Owners and will work on the basis of advance payments and/or reimbursements of all costs and outgoings for Common Purposes, including establishment costs and costs of its formation and/or operations and requirements for doing and/or making provisions for repairs, painting, replacements and renovations and for unforeseen eventualities.
4. The Maintenance Agency shall collect and pay all rates, taxes and outgoings, including for insurance of the Building and the Premises, which are not separately charged or assessed or levied on the Apartment Owners.
5. The Purchaser shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by Maintenance Agency/Association (upon formation), within the prescribed due date, failing which the Purchaser shall pay interest at the same rate prescribed in the Rules for delayed payments, for the period of delay, computed from the date the payment became due till the date of payment, to the Maintenance Agency/Association (upon formation), as the case may be and there shall be restriction on sale, transfer, lease or tenancy of the said Apartment Unit till the dues are fully paid as also damages suffered or costs incurred, if any, due to delay in making payment or for realization. The liability to pay interest shall be without prejudice to the right of the Maintenance Agency under Clause 8 below.
6. Apportionment of any liability of the Purchaser in respect of any item of expenses, taxes, dues, levies or outgoings payable by the Purchaser pursuant to this Deed or otherwise shall be Proportionate.
7. The Maintenance Charges payable by the Purchaser with effect from the date of issue of the Notice for Possession, shall be payable on a monthly basis on the basis of the bills to be raised by Maintenance Agency/Association (upon formation), such bills being conclusive proof of the liability of the Purchaser in respect thereof. The Maintenance Charges shall be decided by the Promoter from time to time subject to a minimum of Rs. 2/- per square feet of super built-up area per month for the said Apartment together with applicable Goods and Service Tax. The Maintenance Agency 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 Maintenance Agency/Association shall be entitled to withdraw, withhold, disconnect or stop all services, facilities and utilities to the Purchaser and/or the said Apartment Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, Corporation taxes, Common Expenses and/or other payments by the Purchaser after giving 15 (fifteen) days notice in writing.

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

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 Building and collect all funds, deposits, charges and expenses including the Maintenance Charges, Common Expenses, Deposits/Advances for Corpus Fund, Deposits/Advances for Maintenance Charges and Deposits/Advances for Corporation taxes.

Part - III
(Association)

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

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

3. All papers and documents relating to the formation of the Association shall be prepared and finalised by the Promoter and the Purchaser hereby consents to accept and sign the same and to assist the Promoter in all respects in formation of the Association.

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. 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 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 charge.

7. Notwithstanding anything to the contrary contained elsewhere herein, the Purchaser and all Apartment Owners shall bear and contribute/pay all proportionate costs, charges and expenses for formation, including professional charges and the functioning and upkeep of the Association, as determined by the Association, without any demur or delay.

8. Any association of whatsoever nature or nomenclature formed by any of the Apartment Owners without the participation of all Apartment Owners shall not be entitled to be recognised by the Vendors and shall not have any right to represent the Apartment Owners or to raise any issue relating to the Building or the Premises.

9. The Association, when formed, shall be owned and controlled by the Apartment Owners proportionately and all its decisions shall be by majority of votes according to proportionate interest and not number of members. The Apartment Owners (including the Purchaser) may amend and/or modify the rules and regulations of the Association by three-fourths majority subject to the condition that no amendment or modification shall be valid if it is contrary to or in violation of any of the terms and conditions contained in the several Deeds of Conveyance executed/to be executed by the Vendors in favour of the Apartment Owners.

10. The certified copies of title deeds relating exclusively to the Premises that are available with the Vendors along with related documents and certified copy of Plans of the Building shall be handed over by the Vendors to the Association within 3 (three) months of handing over of maintenance of the Building to the Association.

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

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

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

license, generator license, fire license 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 directors, employees or agents shall not have any liability or responsibility whatsoever under any circumstance.

Part - IV
(Common Expenses)

1. **Association:** Establishment and all other capital and operational expenses of the Association.
2. **Common Utilities:** All charges and security deposits for supply, operation and maintenance of common utilities.
3. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
4. **Litigation:** After handing over of possession, all litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas of the Premises, including the exterior or interior (but not inside any Apartment) walls of the Building.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas of the Premises, including lifts, generator, changeover switches, CCTV, if any, EPABX, if any, pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas of the Premises.
7. **Rates and Taxes:** Corporation Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Building and/or the Premises save those separately assessed on the Purchaser.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.
9. **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 30 days from the date of execution of this Deed 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 fully cooperate with the Purchaser in this regard and shall sign all necessary papers including no objection, consent etc., if and when required.
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, outgoing and/or impositions levied on the Premises and/or the Building (**Impositions**) shall be proportionately borne by the Purchaser.
4. Besides the amount of the Impositions, the Purchaser shall also be liable to pay the penalty, interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (**Penalties**), proportionately or wholly, as the case maybe.
5. The liability of payment by the Purchaser of Impositions and Penalties in respect of the said Apartment Unit would accrue with effect from the date of issue of the Notice for Possession (defined in Clause 7.2 of the Agreement)
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/Total Price 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 of super built up area, in the Building named “**Prabhat Kamal by Orbit**” constructed at Municipal Premises No. 50, Jnan Goswami Sarani, Police Station New Alipore, Kolkata – 700 053 and delineated on the Plan annexed hereto and bordered in **GREEN** colour thereon.

Part-II

“Said Parking Space”

ALL THAT the right to park medium sized car in:

- (i) _____ covered agreed car parking space in the ground floor of the Building;
- (ii) _____ open agreed car parking space in the open space surrounding or adjacent to the Building;

The said Apartment and the said Parking Space being sold to the Purchaser are part of the _____ Area.

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

8. **Execution and Delivery:**

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

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

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

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

Prepared by:

R. Ginodia & Co.
Advocates
7C, Kiran Shankar Roy Road
Kolkata-700 001.

Memo of Consideration

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

Witnesses:

DATED THIS DAY OF 2019
=====

BETWEEN

DR. (MRS.) SARBANI MUKHERJEE & ORS.
... OWNERS

AND

TIRUPATI TOWER PRIVATE LIMITED
... PROMOTER

AND

... PURCHASER

CONVEYANCE

Apartment no. _____
_____ Floor

R. Ginodia & Co.
Advocates
7C, Kiran Shankar Roy Road
Kolkata – 700 001