

CONVEYANCE

1. **Date** :
2. **Nature of document** : Deed of Conveyance
3. **Parties** :
 - 3.1 **Owner**:
 - 3.1.1 **Orbit Victoria Grihnirman Pvt. Ltd**, a company within the meaning of the Companies Act, 2013 having its registered office and carrying on business at 1, Garstin Place, Police Station Hare Street, Post Office GPO

Road, Kolkata - 700 001 and having Income Tax Permanent Account No. AADCC2914M and represented by its Director Vijay Narayan Rathi son of Late Satya Narayan Rathi, by religion Hindu, by occupation Business, Citizen of India, residing at 671, Block 'A', Lake Town, Police Station - Lake Town, Post Office Lake Town, Kolkata - 700 089 and having Permanent Account Number ADKPR4359L of the **First Part**;

- 3.2 **Purchaser:** _____ **PVT.LTD** a company within the meaning of the Companies Act, 2013 having its registered office and carrying on business at _____ Kolkata - 700 001 and having Income Tax Permanent Account No. _____ and represented by its Director _____ son of _____ by religion Hindu, by occupation Business, Citizen of India, residing at _____ and having Permanent Account Number _____ of the of the **Fourth Part**.
- 3.3 The term "**Owner**" shall, unless excluded by or repugnant to the subject or context be deemed to mean and include their successors-in-interest and assigns.
- 3.4 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 herein below, unless the same be contrary to or repugnant to the subject or context:

- 4.1 **Agreed Consideration** shall mean the consideration mentioned in **Schedule-F** hereto paid by the Purchaser for purchase of the said Flat Unit.
- 4.2 **Agreement** shall mean the general terms and conditions of allotment of the said Flat Unit for purchase by the Purchaser.
- 4.3 **Architects** shall mean whom the Owner has appointed Kapadia & Associates as the Architects for the Building.
- 4.4 **Association** shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the Vendors and the representatives of the Unit Owners and be formed or incorporated at the instance of the Owner for the Common Purposes with such rules and regulations as shall be framed by the Owner.
- 4.5 **Building** shall mean the new building having basement plus ground plus sixteen upper floors and other constructions that have been constructed on the Premises by the Owner in terms of the Plans.
- 4.6 **Built-Up Area** in relation to a Flat shall mean the plinth area of that Flat (including the area of bathrooms, balconies and servants quarter, appurtenant thereto but excluding the area of the Open Terrace) 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 Flats, then 1/2 (one-half) of the area under such wall, column or pillar shall be included in each of the Flats.
- 4.7 **Common Expenses** shall include all expenses for the management, maintenance and upkeep of the Building, the Common Portions therein and the Premises and the expenses for Common Purposes of the Unit Owners as indicated in **Part IV** of **Schedule-E** hereto and shall be payable proportionately by all Unit Owners including the Purchaser periodically as Maintenance Charges and shall also include the Goods and Service Tax and/or other tax or levy payable in respect of the same.
- 4.8 **Common Portions** shall mean the common areas, facilities and installations in the Building and the Premises which are mentioned in **Schedule-C** hereto and are meant for common use and enjoyment of the Unit Owners.

- 4.9 **Common Purposes** shall include the purpose of managing and maintaining the Premises, the Building and in particular the Common Portions, rendition of services in common to the Unit Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Flat Units exclusively and the Common Portions in common.
- 4.10 **Common Roof Area** shall mean only the specified and demarcated portion 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 Portions.
- 4.11 **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 and/or revise the Plans.
- 4.12 **Date of Access** shall mean the date on which the Purchaser was allowed access to the said Flat for the purpose of Internal Flat Finishing.
- 4.13 **Flat Unit** shall mean any Flat (including the servant quarter appurtenant thereto) and/or any duplex flat (including two servant quarters appurtenant thereto) and/or other covered space in the Building which is capable of being exclusively owned, used and enjoyed by any Unit Owner, together with the Open Terrace, if any, appurtenant thereto and together with the right to park medium sized car in a Parking Space, if any, appurtenant thereto and together with the undivided, impartible, variable, proportionate share or interest in the Common Portions 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 Flat.
- 4.14 **Land** shall mean the land measuring about 46 Cottahs and 23 Chittacks more or less comprised in the Premises.
- 4.17 **Maintenance Agency** shall mean initially the Owner shall include any entity/agency appointed by the Owner for the Common Purposes and shall ultimately mean the Association formed in terms of this Deed.
- 4.18 **Maintenance Charges** shall mean the proportionate amount of Common Expenses payable monthly by the Purchaser to the Maintenance Agency.

- 4.19 **Open Terrace** shall mean the open terrace attached and/or appurtenant to any Flat and having access from such Flat only and meant to be owned, used and enjoyed exclusively by the owner of such Flat.
- 4.20 **Owners' Area** shall mean the areas to which the Owner is entitled.
- 4.21 **Parking Spaces** shall mean the spaces in the basement and/or on the ground floor of the Building as also the open spaces surrounding or adjacent to the Building and the multi level/mechanical car parking spaces in the ground floor of the Building allotted for parking of medium sized cars including back to back parking.
- 4.22 **Plan/Plans** shall mean the plans of the Building which have been sanctioned and approved by the Corporation vide Building Permit No. 2013070043 dated 08.05.2013 and subsequently regularized under Rule 26 (2a) and 2(b) of the Kolkata Municipal Corporation Building Rules and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications prepared by the Architect(s) and shall also include the variations, modifications, alterations and changes therein, if any, as well as all revisions, renewals and extensions thereof, if any.
- 4.23 **Premises** shall mean the Municipal Premises No. 30 Shakespeare Sarani , Kolkata-700017 , Police Station Shakespeare Sarani, Post Office Shakespeare Sarani and more fully described in **Schedule-B** hereto and containing the Land and the same shall wherever the context permits also include the Building.
- 4.24 **Project** shall mean the work of development of the Premises, construction and completion of the Building and marketing and sale of the Units and other rights.
- 4.25 **Proportionate** with all its cognate variations shall mean such ratio, the Built-up Area of any Flat be in relation to the Built-up area of all the Flats in the Building.
- 4.26 **Said Flat** shall mean the Flat together with the Open Terrace, if any, described in **Part-I** of the **Schedule-G** hereto.
- 4.27 **Said Flat Unit** shall mean the said Flat, the said Parking Space, the undivided, impartible, variable, proportionate share or interest in the Common Portions with right to use and enjoy the same in common and wherever the context so intends or permits, shall also include the said Undivided Share.

- 4.28 **Said Parking Space** shall mean the right to park medium sized car(s) described in **Part-II** of the **Schedule-G** hereto.
- 4.29 **Said Undivided Share** shall mean the proportionate, variable, undivided, indivisible and impartible share in the Land comprised in the Premises which is attributable to the said Flat.
- 4.30 **Super Built-Up Area** of the said Flat Unit has been mutually agreed to be calculated by adding (i) the built up area of the said Flat (including the built up area of the servant quarter) (ii) an agreed fixed percentage of 33.33 % (thirty three point three three) percent of the built up area of the said Flat (including the built up area of the servant quarter) and (iii) fifty percent area of the Open Terrace, if any.
- 4.31 **The Flat** shall mean any residential flat (including servant quarter appurtenant thereto) together with Open Terrace, if any, appurtenant thereto, or any other covered space in the Building, which is capable of being exclusively owned, used and/or enjoyed.
- 4.32 **Undivided Share** in relation to a Flat shall mean the proportionate, variable, undivided, indivisible and impartible share in the Land comprised in the Premises that is attributable to the Flat concerned.
- 4.33 **Unit Owners** shall according to the context, mean all purchasers and/or intending purchasers of different Flat Units in the Building and shall also include the Owners (and their transferees) in respect of such Flat Unit(s) which may be retained and/or not alienated and/or not agreed to be alienated by them.
- 4.34 **Masculine Gender** including the pronouns referring thereto shall include the **feminine** and **neuter** gender and vice versa.
- 4.35 **Singular Number** shall include the **plural number** and vice versa.

5. **Subject Matter of Sale:**

Sale on ownership basis of the said Flat Unit (described in **Schedule-G**) at Municipal Premises No. 30, Shakespeare Sarani, Kolkata-700017, Police Station Shakespeare Sarani, Post Office-Shakespeare Sarani, 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 details of the title in respect of the Premises in favor of the Owner is mentioned in **Schedule-A (Title)**.
- 6.2 The Owner has decided to construct and develop the Premises by constructing thereon the Building as per Plans and to sell the Flat Units comprised therein.
- 6.3 The Owner has got the Plans sanctioned by the Corporation and started construction the Building at the Premises.
- 6.4 The entire consideration for the said Flat Unit is receivable by the Owner.
- 6.5 Notwithstanding anything to the contrary contained elsewhere, it is clarified that as per the mutual agreement between the Parties, the Owner has constructed the said Flat in bare condition and that the Owner was not required to provide any flooring other than plain cement floor or to plaster the inside walls of the said Flat or to provide any electrical wiring, fittings or switches except external electrical wiring upto the Distribution Box at the entrance of the said Flat or to provide any sanitary fittings or fixtures in the bathrooms or kitchen or to make any counter slab in the kitchen or to do any other works required for finishing the flat or to provide any water pipelines except external water pipelines complete upto and outside the said Flat (collectively "**Internal Flat Finishing**").
- 6.6 The Purchaser confirms that after being independently satisfied about the right, title and interest of the Owner 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 Built-up and Super Built-up Areas of the said Flat Unit, the workmanship, the quality of materials used, the structural stability and the construction of the Building, the Common Portions and the said Flat), the Purchaser had already obtained access to the said Flat Unit for the purpose of completing Internal Flat Finishing in terms of the Agreement and such Internal Flat Finishing has already been completed by the Purchaser at his own costs. In case anything is pending or

incomplete, then the same shall be the exclusive responsibility, obligation and liability of the Purchaser. 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 Flat Unit and the Common Portion is complete in all respects to the satisfaction of the Purchaser and that the delay, if any, in completion has been and/or is deemed to be condoned and that the Owner has complied with all its obligations and that the Purchaser has no complaint or claim whatsoever against the Owner or any of them on any account whatsoever and the Purchaser also waives his right, if any, in this regard.

- 6.7 After getting satisfied about the title of the said Flat/Unit as morefully described in Schedule ____ hereunder the Purchaser herein approached the owner to pay a sum of Rs. _____ as consideration amount of the said Flat.
- 6.8 Upon receipt of such proposal, the Owner has agreed to receive the sum of Rs. _____ as the total consideration of the said Flat/Unit at the time of execution of these presents, the detail of which is morefully described in Schedule ___ hereunder written

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 Owner doth hereby sell convey and/or transfer to the Purchaser the following :
- (a) The 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 Portions 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 Building in respect of the same.
- (d) Said Undivided Share.

7.1.2 The term '**the said Flat 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 None of the following is intended to be or shall be transferred in favour of the Purchaser and the Purchaser shall have no right, title or interest whatsoever in respect of the following:

- a) All portions of the roof of the Building at the Premises other than the Common Roof Area;
- b) Open and covered spaces in the Building and the Premises not included in the Common Portions mentioned in **Schedule-C** hereto;
- c) Other Flats, Flat Units and Parking Spaces in the Building and/or the Premises;
- d) Right of further construction on any part of the land comprised in the Premises or of raising of additional floor/storey/construction over the roof of the Building.

7.1.4 In respect of the Flat Units, other spaces, properties and other rights which are not intended to be transferred to the Purchaser as aforesaid, the Owner 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 them in their absolute discretion, without any reference to or objection of the Purchaser. The Purchaser hereby consents to the same and undertakes and covenants not to raise for any reason any claim or create or cause to be created, directly or

indirectly, any obstruction or hindrance whatsoever regarding the same.

- 7.1.5 Notwithstanding anything to the contrary contained elsewhere, it is clarified that the Owner is retaining rights in the Premises and the Building and accordingly the Owner and/or its transferees shall continue to be entitled to use and utilise the Common Portions mentioned in **Schedule-C** hereto.
- 7.1.6 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 Owner from time to time and the Purchaser agrees, undertakes and covenants to accept the same notwithstanding variations.
- 7.1.7 The Owner shall be entitled at all times to install, display and maintain its name and/or logo on the roof of the Building (including the Common Roof Area) and/or other areas in the Building and/or the Premises by putting up hoardings, display signs, neon-signs, lighted displays, LED signage, etc. without being required to pay any charges for the same and neither the Unit Owner nor the Association nor any other entity shall be entitled to object or to hinder the same in any manner whatsoever. The Owner shall however make payment of the electricity consumed regarding the above on actuals.
- 7.1.8 The Purchaser shall use and enjoy the said Flat 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 Owner.
- 7.1.9 Only the Common Roof Area shall be meant for common use and form part of Common Portions. The Common Roof Area includes the areas of the staircase, lift well 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 well, water tank and staircase.
- 7.1.10 The Owner shall be entitled to develop any lands that may be adjacent and/or contiguous to the Premises (hereinafter referred to as "**the Adjoining Properties**") and for such purpose shall be entitled to utilize the Premises as a means of access to the Adjoining

Properties and exclusively apply for and obtain sanction from the Corporation.

- 7.1.11 Notwithstanding anything to the contrary contained elsewhere it is hereby made clear that any area not included in the Common Portions that remains unsold shall belong exclusively to the Owner and the Owner 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 owner or any indulgence granted by the owner to the Purchaser or any other Unit Owner shall not amount to any waiver of any of the rights of the owner .
- 7.1.13 If at any time there be imposition of or enhancement of any tax, duty, levy, cess, surcharge or fee (including service tax and/or Goods & Service Tax) under any statute or regulation on the Premises, the Building and/or the said Flat Unit or on the construction or transfer of the said Flat Unit or any portion thereof in accordance with law (whether payable to the concerned authority by the owner or the Purchaser) the same shall be borne and paid by the Purchaser, wholly in respect of the said Flat Unit and proportionately in respect of the Premises, the Building and the Common Portions, without raising any objection thereto. The owner 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 owner and/or the concerned authority. It is expressly agreed that the same shall be the liability of the Purchaser and the owner shall be entitled to recover the same from the Purchaser.
- 7.1.14 In respect of any of the rights or obligations of the owner or any of them as against or towards the Purchaser, it shall be sufficient if the owner takes any steps and/or issue notices regarding the same and it shall not be necessary for the owner to take any step. It shall however be necessary for the Purchaser to give notice and deal with each of the owner herein individually.
- 7.1.15 The Purchaser shall be entitled To Have And To Hold the said Flat 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 Unit Owner and/or the owner.

7.1.16 The sale of the said Flat 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 Flat Unit in perpetuity.

7.2 **Covenants of the owner :**

7.2.1 The Owner hereby covenants with the Purchaser that it :

(a) has the right to sell, transfer and convey the said Flat 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 Flat Unit to unto and in favour of the Purchaser.

7.2.2 The Owner hereby covenants with the Purchaser that the Owner shall keep the Purchaser well and sufficiently saved, harmless and indemnified of from and against any encumbrance in respect of the said Flat Unit.

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

7.2.5 The owner hereby further covenants 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 Flat 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 Flat 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 Flat 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 Owner 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 Flat Unit and ensure that those to the other Flat 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 Unit or portion of the Building. In default, the Purchaser shall be responsible and liable for all losses and damages which the owner may suffer in this regard;
- (e) not raise any objection or make any claim against the owner regarding the construction and/or the completion of the Building and/or the said Flat Unit or regarding the already

verified calculation of Built-up Area and/or the mutually agreed Super Built-up Area of the said Flat Unit and/or regarding any of the matters/items mentioned in **Clause 6.6** 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 Portions (mentioned in **Schedule-C**) by the owner / Unit Owners/ tenants/ occupants of other 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 owner or create any hindrance or obstruction in relation to the rights and entitlements of the owner or any of them including under Clauses 7.1.5, 7.1.6, 7.1.7, 7.1.9, 7.1.10 and 7.1.11;
- (j) comply with and honour the mutual easements and restrictions mentioned in **Schedule-D**;
- (k) apply for mutation to the Corporation within 60 days from the date of this Deed and take all necessary steps and get the said Flat Unit mutated in his name and/or separately assessed by the Corporation at his own costs within 6 (six) months thereafter and the owner has 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 this Deed of Conveyance and/or which are the liability of the Purchaser under 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 Flat 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 Flat Unit from the date of issue of the Completion Certificate. All other liabilities payable by the Purchaser under this Deed or otherwise in respect of the said Flat Unit including Maintenance Charges, other impositions, outgoings and expenses etc. shall be paid by the Purchaser with effect from_____.
- 7.3.4 The Purchaser herein agrees, undertakes, confirms and keeps the Developer saved harmless and indemnified that in case of non payment of residuary amount of consideration of said Flat/Unit within the stipulated period of time then in such eventuality the owner shall have the right to cancel the same.

7.4 Completion of Construction and Possession :

- 7.4.1 The owner had granted access to the said Flat Unit for the purpose of Internal Flat Finishing on the clear understanding that the same was neither intended to be and shall not be taken to be handing over of possession under any circumstances. The Purchaser confirms having completed the Internal Flat Finishing at his own costs. The Completion Certificate in respect of the Building has been issued by the Corporation. The Purchaser has taken possession of the said Flat after inspection and fully satisfying himself in all respects with the Plans sanctioned by the Corporation, construction of the Building, the Common Portions and the said Flat (including the quality and specifications thereof, the built up area and the super built up area of the said Flat, 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 owner on any account whatsoever. The Purchaser agrees, undertakes and covenants not to make any claim or raise any dispute whatsoever against the owner under any circumstances whatsoever.

7.4.2 The Purchaser is entitled to use and occupy the said Flat 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 Flat 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 owner shall not have any responsibility or liability whatsoever in this regard.

Schedule-A

(Title)

- A) In pursuance of a registered Deed of Conveyance dated 31st July 1946 and made between Ernest Joseph Solomon therein referred to as the Vendor and Bata India Limited therein referred to as the Purchaser and registered at the office of the Sub Registrar of Calcutta (as it was then known) in Book No. I Volume No.72 Pages 184 to 189 Being No.2713 for the year 1946 the said Bata India Limited became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the piece and parcel of revenue redeemed land containing by estimation an area of 2 (two) Bighas 6 (cottahs) 2 (two) chittacks and 30 sq.ft. (more or less) TOGETHER WITH ALL THAT the partly one storied and partly two storied brick built building standing thereon situate lying at and being Premises No. 30 Shakespeare Sarani (formerly Theatre Road) Kolkata 700 071 (and prior thereto being Premises No. 15, thereafter 14 then 16 then 30A, 30B, 30C and 30D Theatre Road) (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written and hereinafter referred to as the said PREMISES)
- B) The said Bata India Limited continued to remain in uninterrupted possession and occupation of the said Premises until such time the same had been transferred in the manner as hereinafter stated.
- C) By a registered Deed of Conveyance dated 18th June 2009 and registered at the office of the Registrar of Assurances, Kolkata in Book No. I CD Volume No.13 Pages 7913 to 7932 Being No. 06208 for the year 2009 and made between Bata India Limited therein referred to as the Vendor of the First Part and KND Engineering Technologies Limited therein referred to as the Confirming Party of the Second Part and Corporate Services Apartments

- Hotels Private Limited therein referred to as the Purchaser of the Third Part the said Bata India Limited for the consideration therein mentioned sold transferred and conveyed the entirety of the said Premises unto and in favour of the said Corporate Services Apartments Hotels Private Limited
- D) The said Corporate Services Apartments Hotels Private Limited after having acquired the said Premises caused its name to be mutated in the records of Kolkata Municipal Corporation and also caused a map or plan to be sanctioned by the authorities concerned being No.2013070043 dated 08.05.2013 (hereinafter referred to as the said PLAN) whereby the said Corporate Services Apartments Hotels Private Limited became entitled to construct erect and complete a new building at the said Premises comprising of basement, ground plus 13 (thirteen) upper floors comprising of various self contained flats units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other (hereinafter referred to as the NEW BUILDING)
- E) The name of Corporate Services Apartments Hotels Private Limited has since been changed to Orbit Victoria Grihnirman Pvt Ltd and a fresh certificate of incorporation has been granted and/or issued by the Registrar of Companies, West Bengal
- F) The Vendor/Seller has since commenced the work of construction of the said new building at the said Premises in accordance with the said Plan
- G) The proposed development of the said Premises has been granted a pre-certified platinum rating by the Indian Green Building Council (IGBC) in pursuance whereof the Vendor has applied for modification of the said Plan in terms whereof the Vendor/Seller would be entitled to construct 2 (two) additional upper floors and sanction of such modification/amendment to the Plan is expected to be sanctioned by the concerned authorities within _____, 2018 (**hereinafter referred to as the MODIFIED PLAN**) and upon such sanction the expression "PLAN" shall mean and include the 'MODIFIED PLAN' as well
- H) The Purchaser intends to acquire on ownership basis ALL THAT the Type A residential Apartment on the _____ Floor of the said new Building containing by estimation an area of _____ sq.ft (more or less) (super built-up) corresponding to a built up area of _____ sq.ft (more or less) corresponding to the carpet area _____ sq. ft., more or less TOGETHER WITH _____ nos covered car parking spaces AND TOGETHER WITH the undivided proportionate indivisible variable share or interest in the land forming part of the said Premises appurtenant and/or allocable thereto

AND TOGETHER WITH the undivided proportionate indivisible share in all common parts portions areas and facilities (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written and hereinafter referred to as the said UNIT AND THE PROPERTIES APPURTENANT THERETO) for the consideration and subject to the terms and conditions hereinafter appearing.

- I) At or before execution of this Agreement, the Vendor/Seller has made known to the Purchaser regarding the pendency of a Special Leave Petition (SLP) in the Hon'ble Supreme Court of India, being Special Leave Petition No. 11740-42 of 2009 (Fab Leathers Ltd. & Anr versus KND Engineering Technologies Limited and Ors.) hereinafter referred to as the LEGAL PROCEEDING, and the Vendor/Seller has represented to the Purchaser as follows:
- i) that that save and except the Legal Proceeding, the entirety of the said Premises is free from all encumbrances charges, and also the charge created in favour of Kotak Mahindra Bank Limited which will be cleared and paid off before delivery of possession of the said unit; and
 - ii) that the owner herein is the sole and absolute lawful owner, absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Premises and each and every part and/or portion thereof; and
 - iii) that no part or portion of the said Premises is subject to any notice of acquisition and/or requisition and/or the subject matter of alignment either by the Govt. of West Bengal, Kolkata Metropolitan Development Authority, Kolkata Municipal Corporation, or the Government of India, or any other authority or authorities appointed in this regard by the Central and State Governments and the Vendor/Seller neither has any knowledge nor notice about the same; and
 - iv) that neither the pendency of the Legal Proceeding nor any other circumstance or event within the knowledge of the Owner prevented and/or prevents and/or casts any embargo on the absolute right, title and interest of the Vendor/Seller to/in/ over/in respect of the said Premises, and further none of the above mentioned in any manner curtail the rights of the Vendor/Seller to deal with any part or portion of the said Premises; and

- v) Excepting as above the owner shall transfer and convey in favour of the Purchaser the said Unit And The Properties Appurtenant Thereto free from all encumbrances; and
 - vi) That the owner herein has assured that the provision of The West Bengal Housing Industry Regulation Act, 2017 (HIRA), shall be complied with by the owner if and when required.
- J) The parties are desirous of recording their understanding, in writing.

Schedule-B

(Premises)

ALL THAT the piece and parcel of land containing by estimation an area of 3061 sq.mtrs. equivalent to 46.23 cottahs (more or less) equivalent to 2 (two) Bighas 6 (cottahs) 2 (two) chittacks and 30 (thirty) sq.ft. (more or less) TOGETHER WITH the structures standing and/or under construction and/or to be constructed thereon situate, lying at and being Municipal premises No. 30, Shakespeare Sarani (formerly Theatre Road, and prior thereto being Premises No. 15, thereafter 14, then 16, then 30A, 30B, 30C and 30D Theatre Road), P.S. Shakespeare Sarani, P.O. Shakespeare Sarani, Kolkata 700 017, Ward No.63, within the limits of the Kolkata Municipal Corporation, and butted and bounded in the manner following:

ON THE NORTH	:	By Shakespeare Sarani, Kolkata;
ON THE SOUTH:		By Premises No. 7, Moira Street, Kolkata;
ON THE EAST :		Partly by Premises No. 32, Shakespeare Sarani, Kolkata, and partly by Premises Nos. 8, and 8/1/1, Loudon Street, Kolkata; and
ON THE WEST :		By Premises No. 28, Shakespeare Sarani, Kolkata.

Or howsoever the same may be butted, bounded, known or numbered.

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

Schedule - C

(Common Portions)

SECTION A : (Common Portions and installations in respect whereof only right of user in common shall be granted)

- a) Lobbies, common passages and staircases of the Building and common paths in the Premises.
- b) Lift pits, chute and machine rooms of the lifts comprised in the Building.
- c) Common staff toilets on the ground floor of the Building.
- d) Common space on the ground floor.
- e) Common drains, sewers and pipes.
- f) Water supply.
- g) Common underground water reservoir and overhead water tank.
- h) Wires and accessories for lighting of Common Areas.
- i) Water Pump and motor.
- j) Lifts and lift machinery.
- k) Fire fighting equipment.
- l) Landscaped area.
- m) Close Circuit TV on the ground floor with central security surveillance.
- n) Common Roof Area only.
- o) Fire Landing as per applicable rules.
- p) Swimming Pool on the _____ floor.
- q) Multi-Gym, Indoor Games Room and TV Lounge on the first floor.

SECTION - B (Common installations for which proportionate additional separate costs are to be paid by the Purchaser)

- a) Electrical installations relating to meters, transformer and/or sub-station if any, for receiving electricity from the Electricity Authority.
- b) Common Power Generator for providing stand-by power for common lights, lifts, pumps and other common services.
- c) Other facilities or installations, if any, provided for the common use of the Unit Owners of the Premises and not covered by Section A hereinabove.

The Common Portions on the ground floor of the Building are delineated in **GREEN** borders in the **Ground Floor Plan** annexed hereto and the Common

Portions on the first floor of the Building are delineated in **GREEN** borders in the **First Floor Plan** annexed hereto.

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 Flats over the Common Portions 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 Flat 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 Flat Units in the Building 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 Premises, including all the Flat 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 Vendors, Maintenance Agency and Association and their respective men, agents and workmen to enter into the said Flat 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 Vendors/Maintenance Agency or the Association;
- d) use and occupy the said Flat only for the purpose of residence and not for any other purpose;
- e) use the Common Portions without causing any hindrance or obstruction to other Unit Owners and occupants of the Building;
- f) keep the said Flat and partition walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Flat 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 Flats /parts of the Building;
- g) in particular and without prejudice to the generality of the foregoing, not to make any form of change or alteration in or affecting the structural strength of or cut or damage the beams, columns, walls, etc. passing through the said Flat or the Common Portions for any purpose including for fixing, changing or repairing the concealed wiring and pipelines or otherwise and/or make any form of change or alteration in or affecting the structural stability of the Building;
- h) maintain and/or remain responsible for the structural stability of the said Flat and not to do anything which has the effect of affecting the structural stability of the Building;
- i) use and enjoy the spaces comprised in the Common Portions for the Common Purposes only;
- j) to pay charges for electricity in relation to the said Flat Unit wholly.

- k) bear and pay the Common Expenses, common portion electricity charges and all costs, expenses and other outgoings in respect of the Premises proportionately and the said Flat Unit wholly;
- l) pay the Corporation Taxes and all other rates, taxes, levies, duties, charges, impositions, outgoings and expenses (including water charges & taxes, if any) in respect of the Building and the Premises proportionately and the said Flat Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Flat Unit until the same is assessed separately by the Corporation;
- m) pay for other utilities consumed in or relating to the said Flat Unit;
- n) allow the other Unit Owners the right to easements and/or quasi-easements;
- o) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Corporation Taxes and other payments mentioned herein within 7 (seven) days of receipt of demand or relevant bill, whichever be earlier; and
- p) observe and comply with such other covenants as be deemed reasonable by the Vendors for the Common Purposes.

2. The Purchaser agrees undertakes and covenants (in particular and without prejudice to the generality of the contents of this Deed):

- a) not to damage, demolish or cause to be damaged or demolished the said Flat 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 Developer and with the prior sanction of the authorities concerned;
- c) not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Building save at the place as be approved or provided by the Maintenance Agency 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 Flat;

- d) not to open out any additional window or fix any grill box (outside the window) or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Flat or any portion thereof;
- 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 Flat 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 Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers and/or disturb them;
- g) 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;
- 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 and 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 Flat Unit which in the opinion of the Maintenance Agency differs from the colour Scheme of the building or deviation or which in the opinion of the Vendors may affect the elevation in respect of the exterior walls of the Premises;
- j) not to decorate the exterior of the Building otherwise than in the manner agreed by the Developer in writing or in the manner as near as may be in which it was previously decorated;
- 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 Portions of the Building 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 any one to store any goods articles or things in or around the staircase lobby landings or other Common Portions of the Building;

- m) not to store in the said Flat 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 Flats 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 areas of the Building and the Premises not meant to be a common area or portion;
- p) not to shift or obstruct any windows or lights in the said Flat 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 Flat without the prior consent in writing of the Vendors and the Association;
- q) 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 Portions in any manner whatsoever;
- r) not to park or allow anyone to park any car or two wheeler at any place other than the space earmarked for parking cars of the Purchaser if mentioned in **Part-II of Schedule-G**;
- s) not to sell, transfer, let out or part with possession of the parking space, if so acquired by the Purchaser hereunder, independent of the said Flat except to any other Unit Owner and to use the same only for the purpose of parking a medium sized motor car;
- t) not to install any window-type air-conditioner in the said Flat and not to install any other type of air-conditioner at any place other than the places specified/identified for the same by the Vendors;
- u) not to install any external wires or cables that may be visible outside the said Flat;
- v) not to put any film, whether coloured, reflective or otherwise on the windows/glass, whether external or internal;

- w) not to install any false ceiling in the said Flat 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 norms;
- x) 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 Portions;
- y) not to interfere in any manner with the right, title, interest or entitlement of the Vendors and/or the Unit Owners in respect of other Flat Units;
- z) not to use the said Flat Unit for any purpose save and except for residential purpose and not to use the same for any illegal or immoral purposes or in any manner that may cause nuisance to other occupiers of the Building;
- aa) not to do any addition, alteration, structural changes, construction or demolition in the said Flat Unit without prior written permission from the Corporation and other concerned authorities as also the Vendors and the Association and also subject to the condition that the same is not restricted under any other provision of this Deed;
- ab) 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;
- ac) not to make any claim of any nature whatsoever with regard to the Premises besides the said Flat Unit transferred hereby and the common enjoyment of the Common Portions;
- ad) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the building or shall anything be projected out of any window of the Premises;
- ae) not to keep or harbour any bird or animal in the Common Portions of the Premises;
- af) not to make claim of any right of preemption or otherwise regarding any of the other Flat Units or any portion of the Building and/or the Premises;

- ag) not to sub-divide the said Flat Unit and/or the said Parking Space, if allotted, or any portion thereof;
 - ah) not to attach or hang from the exterior of the Building on any side any radio or television aerial or TV /Satellite Dish Antenna;
 - ai) not to interfere with the common use and enjoyment of the Common Portions by the Vendors or the other Unit Owners;
 - aj) not to install any loose, hanging or exposed wires or cables anywhere outside the said Flat Unit;
 - ak) not to interfere with, obstruct or hinder the rights of the Vendors regarding the roof including the transfer of such rights and entitlements along and/or not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in this Deed;
 - al) not to carry on or permit to be carried on at the said Flat 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 Premises and/or the neighbourhood;
 - am) not to use the said Flat 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; and
 - an) not to install grills which have not been approved by the Maintenance Agency.
3. The Purchaser agrees, undertakes and covenants not to make or cause any objection, interruption, interference, hindrance, obstruction or impediment for any reason or in any manner whatsoever relating to the Project or the construction, completion, sale, transfer, etc. of the Building 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 Flat mentioned in the **Schedule-G** hereto in accordance with the definition and not to claim or demand details or calculations of the aforesaid fixed percentage under any circumstances whatsoever.

5. 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 Flat Unit as also the Maintenance Charges in respect of the said Flat Unit as also other costs, expenses and outgoings in respect of the said Flat Unit with effect from 1st April, 2016. The Purchaser shall be liable to pay the Corporation taxes and other taxes from the date of the Completion Certificate.
6. The stamp duty, registration fees and incidental expenses in respect of this Deed of Conveyance are being paid and borne by the Purchaser. The Service 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.
7. The Project and the Building constructed at the Premises have been named as "**ORBIT VICTORIA** " 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 Building name that has been installed at the entrance of the Premises.
8. 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 Vendors for fulfillment of the Purchaser's obligations irrespective of non-compliance by any other Unit Owner.
9. The Purchaser may deal with or dispose of or assign or alienate or transfer the said Flat Unit subject to the following conditions:
 - a) The said Flat 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 Flat 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 Flat Unit by the Purchaser shall not be in any manner inconsistent with this Deed of Conveyance and the covenants contained herein shall run with the land and/or transfer. The person(s) to

- whom the Purchaser may transfer/alienate the said Flat 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 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 Flat 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 land comprised in the Premises.
11. The Purchaser shall use and enjoy the said Flat Unit in the manner not inconsistent with his rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Unit Owners and/or the Vendors.
12. 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 Owners and/or the Developer in respect of the Premises or any portion thereof nor against the Owners and/or the Developer with regard thereto nor shall in any manner obstruct such user and/or enjoyment.
13. The Purchaser hereby agrees and undertakes to indemnify and keep indemnified the Vendors, the Maintenance Agency and the Association of from and against all losses, damages claims, demands, actions, proceedings, costs, charges and expenses which may be suffered, incurred or paid by and/or be claimed, made or raised against any of them by any person or entity relating to or arising out of or as a result of any act, deed, omission, negligence, breach, violation or non-observance made done or occasioned by or on behalf of the Purchaser or the servants, agents, licensees, invitees or visitors of the Purchaser.

Part - II

(Maintenance)

1. The Premises, the Building and the Common Portions 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 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 Building and the Premises, which are not separately charged or assessed or levied on the Unit Owners.
5. The Purchaser shall make payment of all amounts demanded by the Maintenance Agency within 7 (seven) days of demand or the due date for the same and in case of any delay, the Purchaser shall pay interest at the rate of 18 % (eighteen percent) per annum compoundable quarterly in respect of the unpaid amounts of Maintenance Charges, Electricity Charges, Corporation taxes, Common Expenses and/or other payments as also interest thereon and there shall be restriction on sale, transfer, lease or tenancy of the said Flat 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 7 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 done by the Vendors/Maintenance Agency whose decision shall be final and binding on the Purchaser and the Purchaser shall not be entitled to raise any dispute or objection thereto.
7. The Maintenance Agency shall charge Maintenance Charges at such rate per square feet of Super Built-up Area per month as may be decided by the Maintenance Agency and 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 shall be entitled to withdraw, withhold, disconnect or stop all services, facilities and utilities to the Purchaser and/or the said Flat 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 Unit 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 Developer until the Association is formed and starts functioning effectively and till that time the Developer shall maintain the Building 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 Corporation taxes.

Part - III

(Association)

1. After handing over possession of all the Flat Units in the Building, the Developer, shall take steps for formation of the Association for the maintenance and management of the Common Portions 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 Unit 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 Unit Owners or to raise any issue relating to the Building or the Premises. The maintenance of the Building shall be made over to the Association by the Vendors 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. The Maintenance Agency shall make payment of the expenses relating to the period prior to the handing over of maintenance to the Association. The Maintenance Agency shall hand over all deposits lying with it after deduction/ adjustment of all dues, to the Association for smooth running. Such Association may be an association, syndicate, committee, body, society, company or an entity as the Vendors may decide.
2. All the Unit Owners including the Purchaser 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 Developer.

3. All papers and documents relating to the formation of the Association shall be prepared and finalised by the Developer and the Purchaser hereby consents to accept and sign the same and to assist the Vendors 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 Articles, Rules, Regulations etc. 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.
6. Notwithstanding anything contained elsewhere herein, the Purchaser and all Unit Owners shall bear and contribute / pay all proportionate costs 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.
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 Building or the Premises.
8. The Association, when formed, shall be owned and controlled by the Unit Owner proportionately and all its decisions shall be by majority of votes according to proportionate interest, and not number of members. The Unit Owner (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.
9. The certified copies of title deeds relating exclusively to the Premises along with related documents and certified copy of sanctioned plan 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.
10. After the maintenance of the Building 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 Portions/Purposes.
 12. The owner shall hand over the maintenance of the Building to the Association at such time as it may deem necessary within 31st December, 2016 and upon such handing over, the Association shall be responsible for the maintenance of the Building and the Premises.
 13. From the date of handing over of maintenance to the Association, the owner 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, installations, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Building 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 owner 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 handing over of maintenance, the owner and/or its directors, employees or agents shall have any liability or responsibility whatsoever under any circumstance.

Part - IV

(Common Expenses)

1. All costs of maintenance, operations, repairs, replacements, servicing, white washing, painting, rebuilding, reconstructing, decorating, redecorating all the external walls of the Building and all Common Portions, fixtures, fittings, electrical wirings and equipments in, under or upon the Building enjoyed or used in common by the occupiers of the Building/Premises.
2. Salaries and other expenses incurred for and payable to any person employed for common purposes including security, electrician, maintenance, plumber, caretaker, person in charge of administration of the building, accountant, clerks, gardeners, sweepers, liftmen etc.
3. Insurance premium payable for insuring the Building and/or any of the Common Portions against earthquake, fire, lightening, mob violence, civil commotion etc., if insured.
4. Costs and expenses of supplies for common purposes electricity, water charges etc. payable to any concerned authorities and/or organisation and payment of all charges incidental thereto.
5. Corporation Taxes and other rates, taxes, levies, demands and all other outgoings for the Common Portions save those which would be separately assessed and/or incurred in respect of any Flat Unit.
6. Costs, establishment charges and operational charges of the Maintenance Agency relating to Common Purposes.
7. Electricity expenses for lighting all the Common Portions, outer walls of the building and for operation of all the common facilities and utilities.
8. Operational and repairs and maintenance cost of the Lifts, Intercom, EPBAX, Generator, etc.
9. Operational and repairs and maintenance cost of the multi-level/mechanical car parking spaces shall form part of Common Expenses though the multi-level/mechanical car parking spaces are not part of Common Portions.
10. Such other expenses as are necessary or incidental for the maintenance and upkeep of the Building.

Part - V

(Mutation, taxes and impositions)

1. The Purchaser shall apply for within 60 days from the date of execution of this Deed and obtain within six months thereafter, mutation, separation and/or apportionment of the said Flat Unit in his own name without in any way making or keeping the owner liable and/or responsible in this regard on any account whatsoever. The owner shall fully co-operate 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 owner or the Maintenance Agency, as the case may be, will be entitled to get the said Flat 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 Flat Unit be separately assessed and/or mutated, all rates, taxes, outgoings 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 may be.
5. The liability of payment by the Purchaser of Impositions and Penalties in respect of the said Flat Unit would accrue with effect from the date of the 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 Flat Unit as defined in this Deed.

Rs. _____

(Rupees _____ only)

Schedule-G
Part-I

“Said Flat”

ALL THAT the type A residential duplex apartment admeasuring a Super Built-Up Area of _____ sq. more or less, with the corresponding Built-Up Area thereof being _____ sq. more or less and the carpet area of _____ sq. ft more or less which are situate/comprised on 8th and 9th Floor of the building as sanctioned by the Kolkata Municipal Corporation TOGETHER WITH an open to the sky terrace measuring _____ sq.ft. (be the same a little more or less) FURTHER TOGETHER WITH Five numbers of covered Parking Spaces in the New Building (the location whereof shall be mutually determined and agreed to by and between the parties hereto) AND FURTHER TOGETHER WITH an undivided proportionate indivisible variable share or interest in the land comprised in the said Premises AND FURTHER TOGETHER WITH an undivided proportionate indivisible share in all common parts, portions areas facilities utilities amenities etc. (including the Common Portions).

PART-II

“Said Parking Space”

ALL THAT the right to park medium sized car in:

- (i) ___ covered car parking in the basement of the Building space nos. ___;
- (ii) ___ covered car parking in the ground floor of the Building;
- (iii) ___ open car parking in the open space surrounding or adjacent to the Building;
- (iv) ___ car parking space in the multi-level/mechanical car parking space nos. ___ **and** ___ in the ground floor of the Building.

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

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

Memo of Consideration

RECEIVED of and from the within-named Purchaser the within-mentioned sum of Rs. **Rs. _____/** (Rupees _____only) being consideration price of total agreed amount for sale of the said Flat Unit under these presents.

Witnesses:

DATED THIS DAY OF 2018
=====

BETWEEN

ORBIT VICTORIA GRIHNIRMAN
PVT.LTD..

... OWNER

AND

... PURCHASER

CONVEYANCE