

CONVEYANCE

1. **Date** :
2. **Nature of document** : Deed of Conveyance
3. **Parties** :
- 3.1 **Owner:**

GANGES ESTATES PRIVATE LIMITED (CIN no. U70101WB1974PTC029315_), a Company within the meaning of the Companies Act, 2013 having its registered and corporate office at 1A, Vansittart Row, Police Station Hare Street, Post Office General Post Office Kolkata, Kolkata – 700 001 and Income Tax Permanent Account No. AABCG2580R, represented by its Director Smt Pushpa Goenka wife of Late Ashoke Goenka, by religion Hindu, by occupation Business, Citizen of India , of 1 Lower Rawdon Street ,Post Office Elgin Road, Police Station Ballygunge ,Kolkata-700019 and having Income Tax Permanent Account No ADYPG2294D (Aadhaar no. __. 2665 1065 7016__) authorized vide resolution dated _____ of the **First Part**;

- 3.2 **Promoter:**

ORBIT PROJECTS PRIVATE LIMITED (CIN no. U65921WB1996PTC077615), a Company within the meaning of the Companies Act, 2013 having its registered and corporate 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. AA ECS0375B represented by its Director Basant Kumar Parakh ,son of Ratanlal Parakh ,by religion Hindu ,by Occupation Business,Citizen of India residing at 50 Haraprasad Shastri Sarani ,Police Station New Alipore ,Post office New Alipore,Kolkata 700053 and having Income Tax Permanent Account Number AFRPP9480P (Aadhaar no. 6600 5405 8371__) authorized vide resolution dated _____ of the **Second Part**;

Purchaser: _____

____ of the **Third Part**.

- 3.4 The terms “Owner” and “Promoter” shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors-in-interest and assigns.
- 3.5 The term “**Vendors**” shall mean jointly the Owner 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.

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 herein below, unless the same be contrary to or repugnant to the subject or context:

- 4.1 “**Additional/Further Constructions**” shall mean all future vertical and horizontal exploitation of the Buildings and/or the Premises by way of additional/further construction in the Premises including by raising of any additional floor/storey/construction over the roofs of the Buildings (including the Common Roof Area) and/or by way of construction of additional buildings/structures in the open land/spaces in the Premises that may be made by the Promoter and such Additional Further/Construction may be made from time to time and the owners and occupiers thereof shall have similar rights as the Purchaser herein in respect of the Common Areas;
- 4.2 “**Agreed Consideration/Total Price**” shall mean the consideration mentioned in **Schedule F** paid by the Purchaser for acquiring the said Apartment Unit;
- 4.3 “**Agreement**” shall mean the general terms and conditions of allotment of the said Apartment Unit for purchase by the Purchaser.
- 4.4 “**Apartment**” shall mean any residential apartment (including the servant quarter appurtenant thereto) and/or any duplex apartment (including two servant quarters appurtenant thereto) together with an Exclusive Open Terrace, if any, appurtenant thereto and/or any other covered space in the Buildings which is capable of being exclusively owned, used and/or enjoyed;

- 4.5 **“Apartment Unit”** shall mean any Apartment and/or other covered spaces including the Exclusive Open Terrace, if any, appurtenant thereto in the Buildings which is capable of being exclusively owned, used and enjoyed by any Unit Owner, the right, if any, to park car in a Car 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;
- 4.6 **“Architects”** shall mean Spectrum Design Group of HDIL Tower, 4th Floor, Anant Kanekar Marg, Station Road, Bandra (E), Mumbai - 400 051 and Sanon Sen & Associates of 5, Russel Street, Kolkata - 700 071 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 representatives of all the buyers of Apartment Units and Commercial Units and which shall 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 **“Buildings”** shall mean the new 2 (two) buildings being Wing 1 and Wing 2 having retail areas, residential apartments, Parking Spaces and Common Areas and other constructions that have been constructed on the Premises by the Promoter in terms of the Plans and shall also mean Additional/Further Constructions that may be constructed on the Premises by the Promoter from time to time wherever the context so permits;
- 4.9 **“Built-Up Area”** in relation to an Apartment/Commercial Space shall mean the plinth area of that Apartment/Commercial Space (including the area of bathrooms, balconies, and servant quarter, if any, appurtenant thereto but excluding the area of the Exclusive Open Terrace, if any, appurtenant thereto) and also the thickness of the walls (external and internal), the columns and pillars therein, provided that, if any wall, column or pillar be common between the two Apartments/Commercial Spaces then 1/2 (one-half) of the area under such wall, column or pillar shall be included in such Apartment/Commercial Space;
- 4.10 **“Carpet Area”** shall have the meaning as ascribed to it under the West Bengal Housing Industry Regulation Act, 2017;
- 4.11 **“Car Parking Spaces”** shall mean the spaces in the (i) basement of Wing 2, (ii) ground floor of the Buildings and (iii) open space surrounding or adjacent to the Buildings for parking medium sized cars;
- 4.12 **“Commercial Space”** shall mean any commercial space in Wing 1 which is meant for retail use and is capable of being exclusively owned, used

and enjoyed by any Unit Owner for such commercial purpose as may be permitted by the Promoter;

- 4.13 **“Commercial Unit”** shall mean any Commercial Space in Wing 1 which is meant for retail use and is capable of being exclusively owned, used and enjoyed by any Unit Owner for such commercial purpose as may be permitted by the Promoter together with the right, if any, to park cars in the Car Parking Spaces demarcated for the use of the Unit Owners of Commercial Units by the Promoter, the undivided impartible variable proportionate share or interest in such of the Common Areas as may be decided by the Promoter 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 Commercial Space;
- 4.14 **“Common Areas”** shall mean the areas and facilities mentioned in **Parts I, II & III** of **Schedule C**;
- 4.15 **“Common Areas for Wing1”** shall mean the areas and facilities mentioned in **Part I** of **Schedule C** which are meant for common use of the Unit Owners of Wing 1 only;
- 4.16 **“Common Areas for Wing 2”** shall mean the areas and facilities mentioned in **Part II** of **Schedule C** which are meant for common use of the Unit Owners of Wing 2 only;
- 4.17 **“Common Areas for Wing 1and 2”** shall mean the areas and facilities mentioned in **Part III** of **Schedule C** which are meant for common use of the Unit Owners of both Wing 1 and Wing 2, as also the Additional/Further Constructions, if any;
- 4.18 **“Common Expenses”** shall mean all costs and expenses mentioned in **Part IV** of **Schedule E** for the management, maintenance and upkeep of the Buildings, the Common Areas and the expenses for Common Purposes;
- 4.19 **“Common Purposes”** shall include the purpose of maintaining and managing the Premises, the Buildings and in particular the Common Areas, 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 Units exclusively and the Common Areas in common;
- 4.20 **“Common Roof Area”** shall mean only the specified and demarcated portion / area of the ultimate roofs of the Buildings 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;

- 4.21 **“Corporation”** shall mean the Kolkata Municipal Corporation and its different departments and officers and shall also include other concerned authorities that may recommend, approve, sanction, modify, extend and/or revise the Plans;
- 4.22 **“Date of Possession”** shall mean the date on which the Purchaser was handed over possession of the said Apartment;
- 4.23 **“Development Agreement”** shall mean and include the agreements and documents executed from time to time by and between the Owner 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;
- 4.24 **“Exclusive Open Terrace/s”** shall mean the open terraces attached and/or appurtenant to only certain Apartments in the Buildings, each open terrace having access from a certain Apartment only and meant to be owned, used and enjoyed exclusively by the Unit Owners of such Apartment;
- 4.25 **“Exclusive Private Roof Area”** shall mean all portions of the roof over the ultimate top floor of the Buildings other than the Common Roof Area in respect of which only the Vendors shall have Exclusive Private Roof Area Rights and in respect of which the Purchaser, other Unit Owners and/or occupants of the Buildings shall have no right, title, interest, claim or entitlement whatsoever;
- 4.26 **“Exclusive Private Roof Area Rights”** shall mean the exclusive right and entitlement of use and enjoyment of the Exclusive Private Roof Area by the Vendors (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;
- 4.27 **“Maintenance Agency”** shall mean the Promoter itself or any agency appointed by the Promoter for maintenance and shall mean the Association after it is handed over the maintenance of the Buildings and Common Areas;
- 4.28 **“Maintenance Charges”** shall mean the proportionate amount of Common Expenses payable monthly by the Purchaser to the Maintenance Agency;
- 4.29 **“Plan/Plans”** shall mean the plans of the Buildings which have been sanctioned and approved by the Kolkata Municipal Corporation bearing Building Permit No. 2017080089 dated 17th February, 2018 and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architects including

variations/modifications/alterations therein that may be made by the Promoter, if any, as well as all revisions, renewals and extensions, if any;

- 4.30 **“Premises”** shall mean the Municipal Premises No. 1, Lower Rawdon Street, Police Station Ballygunge, Kolkata 700 020 within Ward No. 69 of the Kolkata Municipal Corporation and morefully described in **Schedule B** containing the said Land and the same shall, wherever the context permits, include the Buildings and Common Areas;
- 4.31 **“Project”** shall mean the work of development of the Premises by the Promoter, construction and completion of the Buildings (including Additional/Further Constructions), marketing and sale of the Units and other rights;
- 4.32 **“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;
- 4.33 **“Said Apartment”** shall mean the Apartment (including the servant quarter appurtenant thereto) together with Exclusive Open Terrace, if any, described in **Schedule G** hereto;
- 4.34 **“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;
- 4.35 **“Said Land”** shall mean the land containing by estimation an area of 1 bigha 17 cottahs 3 chittaks 34 square feet more or less comprised in the Premises and morefully described in **Schedule B**;
- 4.36 **“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;
- 4.37 **“Said Undivided Share”** shall mean the proportionate variable, undivided, indivisible and impartible share or interest in the land comprised in the Premises which is attributable to the said Apartment;
- 4.38 **“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 (including the built up area of the servant quarter) and (ii) an agreed fixed percentage of 37 per cent of the built up area of the said Apartment (including the built up area of the servant quarter);
- 4.39 **“Undivided Share”** in relation to an Apartment shall mean the proportionate variable, undivided, indivisible and impartible share or interest in the land comprised in the Premises which is attributable to the concerned Apartment;

- 4.40 “**Unit**” shall according to the context mean any unit in the Buildings, whether an Apartment Unit or a Commercial Unit;
- 4.41 “**Unit Owners**” shall, according to the context, mean all purchasers and/or intending purchasers of different Units in the Buildings and shall also include the Vendors (and their transferees) in respect of such Units as may be retained and/or not alienated and/or not agreed to be alienated by them;
- 4.42 “**Wing 1**” shall mean the building constructed in the front portion of the Premises;
- 4.43 “**Wing 2**” shall mean the building constructed in the back portion of the Premises;
- 4.44 “**Masculine Gender**” including the pronouns referring thereto shall include the **feminine** and **neuter** gender and vice versa.
- 4.45 “**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 Municipal Premises No. 1, Lower Rawdon Street, Police Station Ballygunge, Kolkata 700 020 within Ward No. 69 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 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 entered into the Development Agreement with the Promoter authorising and empowering the Promoter to develop the Premises by constructing thereon the Buildings as per Plans and to sell the Apartments Units to prospective buyers.
- 6.3 The Promoter has got the Plans sanctioned by the Corporation and has constructed and completed the Buildings at the Premises and pursuant to the same Completion Certificate dated _____ has been issued by the Corporation. The Promoter has 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 Purchaser confirms that after being independently satisfied about the right, title and interest of the Owner to the Premises, the right, title and interest of the Promoter 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 Buildings, 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 Buildings including the said Apartment Unit and the Common Area 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 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 Unit Owners and/or occupiers of the other portions of the Buildings 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 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 and the Vendors shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by the Vendors in their absolute discretion, without any reference to the Purchaser who hereby consents to the same and hereby disclaims, relinquishes, releases and/or waives any right, title, interest, entitlement or claim that the Purchaser may be entitled to, both in law or in equity, in favour of the Vendors:

- (a) Open and covered spaces in the Buildings and the Premises not included in the Common Areas mentioned in **Schedule-C** hereto;
- (b) Other Apartments, Commercial Spaces, Apartment Units, Commercial Units and Parking Spaces in the Buildings (except the right to park medium sized car(s) in the said Parking Space and/or the Premises;
- (c) Exclusive Open Terrace attached and/or appurtenant to other Units;
- (d) Right of further construction on any part of the open land/space comprised in the Premises or of raising of additional floor/storey/construction on the roofs of the Buildings including the Common Roof Area;
- (e) Exclusive Private Roof Area Rights in respect of the Exclusive Private Roof Area in as much as the same shall belong exclusively to the Vendors.

7.1.4 Notwithstanding anything to the contrary contained elsewhere, it is clarified that the Vendors are retaining rights in the Premises and the Buildings 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 Promoter from time to time and the Purchaser hereby irrevocably consents to the same. Any such variation shall not affect the Total Price / Agreed Consideration and no claim can be raised regarding the same by the

Purchaser and the Purchaser shall not be entitled to and covenants not to demand any refund out of the Total Price / Agreed Consideration paid by the Purchaser on the ground of or by reason of any variation of the Undivided Share.

- 7.1.7 The Promoter shall be entitled at all times to install, display and maintain its name and/or logo on the roof of the Buildings (including the Common Roof Area) and/or other areas in the Buildings 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 other than payment of electricity consumed on actuals, and no one including the Unit Owners and the Association shall be entitled to object or to hinder the same in any manner whatsoever.
- 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 Unit 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 Promoter 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 roofs of the Buildings (including the Common Roof Area) and/or by way of construction of additional buildings/structures in the open land/spaces in the Premises and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Buildings and/or the Common Areas and such future Additional/Further Constructions/ exploitation shall belong exclusively to the Promoter who shall be entitled to sell, transfer, convey and/or otherwise deal with and dispose of the same in any manner whatsoever and appropriate all considerations and other amounts receivable in respect thereof. For the aforesaid purpose the Promoter is entitled to shift any part of the Common Areas (including common areas and installations, lift machine rooms and water tanks and the Common Roof Area) to the ultimate roofs and also to make available the Common Areas and all utility connections and facilities to the additional/further constructions. The Promoter shall, if required, be entitled to obtain necessary permission / sanction from the concerned authorities regarding the above or get the same regularized/approved on the basis that the

Promoter has 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 the total number of Common Areas mentioned in Schedule 'C shall not be reduced to the detriment of the Purchaser.

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

- (a) grant rights to Unit Owners of the Commercial Units to put-up install, display and maintain hoardings, display signs, neon-signs, lighted displays etc. on the external walls and windows of the Building abutting the Commercial Units and/or on the internal walls of the Commercial Units and/or in the Common Areas meant for access to the Commercial Units against payment of consideration/charges to the Vendors for the same and neither the Unit Owners nor the Association nor any other entity shall be entitled to object or to hinder the same in any manner whatsoever. The initial and/or recurring consideration/charges, the deposit, if any, and all other amounts to be paid by such Unit Owners of Commercial Units shall belong exclusively to the Vendors;
- (b) provide for a separate additional generator for exclusive use of the Commercial Units only in addition to making available to them the use of the main common generator for Common Areas and purposes;
- (c) demarcate and allot the parking spaces in the front portion of the Buildings for the Unit Owners of Commercial Units;
- (d) allow the Unit Owners of Commercial Units to have additional security systems and additional security guards for the safety and security of the Commercial Units in addition to the common security for the Premises;
- (e) charge Maintenance Charges and Common Expenses to the Unit Owners of Commercial Units at such higher rate as may be decided by the Vendors;
- (f) limit or restrict the rights of the Unit Owners of Commercial Units in respect of use of certain Common Areas;
- (g) grant additional/differential rights to the Unit Owners of Commercial Units in respect of use of certain Common Areas;
- (h) grant differential rights to the Unit Owners of Commercial Units in respect of participation and voting regarding the Association and the Maintenance.

7.1.12 Notwithstanding anything to the contrary contained elsewhere it is hereby made clear that any area not included in the Common Areas that remains unsold shall belong exclusively to the Promoter and the Promoter shall be entitled to deal with and dispose of the same in any manner it deems fit and appropriate the consideration for the same.

7.1.13 Non-enforcement of any right by the Vendors or any indulgence granted

by the Vendors to the Purchaser or any other Unit Owner shall not amount to any waiver of any of the rights of the Vendors.

- 7.1.14 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 Buildings and/or the said Apartment Unit or on the construction or transfer of the said Apartment Unit or any portion thereof in accordance with law (whether payable to the concerned authority by the Vendors or the Purchaser) the same shall be borne and paid by the Purchaser, wholly in respect of the said Apartment Unit and proportionately in respect of the Premises, the Buildings and the Common Areas, without raising any objection thereto. The Vendors shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Purchaser shall make such payment within 7 (seven) days of demand being made by the Vendors and/or the concerned authority. It is expressly agreed that the same shall be the liability of the Purchaser and the Vendors shall be entitled to recover the same from the Purchaser.
- 7.1.15 In respect of any of the rights or obligations of the Vendors or any of them as against or towards the Purchaser, it shall be sufficient if any one or both of the Vendors take any steps and/or issue notices regarding the same and it shall not be necessary for all the Vendors to take any step jointly. It shall however be necessary for the Purchaser to give notice and deal with each of the Vendors herein individually and separately.
- 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 Unit 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 Vendors 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 Vendors hereby covenant with the Purchaser that the Vendors shall keep the Purchaser well and sufficiently saved, harmless and indemnified of from and against any encumbrance created by the Vendors in respect of the said Apartment Unit.

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 Vendors hereby further covenants with the Purchaser that the Vendors 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 Buildings, 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 Units are not adversely affected by any acts or defaults of the Purchaser;

(d) not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the completion of the Buildings and/or the transfer, sale or disposal of any other Unit or portion of the Buildings. In default, the Purchaser shall be responsible and liable for all losses and damages which the Vendors may suffer in this regard;

(e) not raise any objection or make any claim against the Vendors regarding the construction and/or the completion of the Buildings and/or the said Apartment Unit or regarding the already verified calculation of Carpet Area, Built-up Area and/or the mutually agreed Super Built-up Area of the said Apartment Unit and/or regarding any of the matters/items mentioned in **Clause 6.4** 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 / Unit Owners/ tenants/ occupants of other Units;

(h) not claim any right over and/or in respect of the roof of the Buildings other than the Common Roof Area and that too only to the extent and subject to the conditions mentioned in this Deed;

(i) not raise any objection or claim against the Vendors or create any hindrance or obstruction in relation to the rights and entitlements of the Vendors or any of them including under Clauses 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 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 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 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 issue of the Completion Certificate. 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 issue of the Completion Certificate.

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 Buildings) and confirms that he has no claim of whatsoever nature against the Vendors on any account whatsoever. The Purchaser agrees, undertakes and covenants not to make any claim or raise any dispute whatsoever against the Vendors 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 a Deed of Conveyance dated 15th October, 1960 and registered with the Sub-Registrar of Assurances, Calcutta in Book No. I, Volume No. 122, Pages 252 to 264, Being No. 5043 for the year 1960 Miss. Marietta Thaddous granted sold and conveyed unto Smt. Dhanno Devi Agarwal the said Land free from all encumbrances and the said sale was confirmed by Messrs. Chatterji & Company (Construction) Private Limited.
- B) By virtue of an Indenture of Conveyance dated 18th August, 1986 registered at the office of the District Sub-Registrar, Alipore in Book No. I, Volume No. 286, Pages 247 to 293, Being No. 15407 for the year 1986 made between Smt. Dhanno Devi Agarwal as the Vendor of the One Part and Ganges Estates Private Limited (being the Owner herein) as the Purchaser of the Other Part, the Owner herein became the lawful absolute owner of the said Land free from all encumbrances whatsoever but subject to the occupancies of Mr. H. P. Goenka and Mr. H. N. Malhotra and subject to the suit filed by Smt. Radharani Chatterjee and others relating to land on the southern side of the said Land being Title Suit no. 83 of 1972.
- C) The said Land is recorded and mutated in the name of the Owner herein in the records of the Kolkata Municipal Corporation and the property taxes in respect of the same are being paid by the Owner.
- D) After purchase of the said Land by the Owner herein, the Owner was added as defendant no. 2 in the said Title Suit No. 83 of 1972 (subsequently renumbered as Title Suit No. 122 of 2008), with the right to defend the said suit. Subsequently Premises No. 2, Lower Rawdon Street, Kolkata was purchased by Jaishankar Properties Private Limited by two registered Deeds of Conveyance in the year 2006 and the said Jaishankar Properties Private Limited was added as plaintiff no. 1 in the said suit by Order dated 12th September, 2007. The defendant no. 2 and the plaintiff nos. 2 (a) and 2 (b) were deleted as parties to the said suit by Order dated 23rd February, 2011 as they had transferred their respective right, title and interest in the said Land and in Premises No. 2, Lower Rawdon Street, Kolkata respectively in favour of the Owner herein and the said Jaishankar Properties Private Limited respectively. After the aforesaid deletions, the only effective remaining parties were Jaishankar Properties Private Limited and the Owner herein who entered into a compromise before the Arbitrator on 11th January, 2011 whereby a fresh plan showing the correct demarcating line between the two premises was annexed in substitution of the plan annexed to the Deed of Conveyance dated 18th August, 1986 in favour of Owner. Title Suit no. 122 of 2008 was decreed as per

compromise petition by an order dated 1st March, 2011 and the Terms of Settlement and Compromise Petition were made part of the decree. Orders dated 2nd February, 2011 to 1st March, 2011 in the above Title Suit along with the Terms of Settlement, Petition of Compromise and Decree have been registered at the office of the Additional District Sub-Registrar Sealdah in Book no. 1 CD Volume no. 4 Pages 8248 to 8307 being No. 1821 for the year 2011.

- E) After the death of Mr. H. N. Malhotra, being one of the occupants mentioned above, his son Mr. P. N. Malhotra became the Occupant in his place and stead. Subsequently Mr. P. N. Malhotra also died and a suit for ejectment being Title Suit no. 60 of 1996 (subsequently renumbered as Title Suit no. 89 of 2014) was filed by the Owner herein against his heirs. Subsequently all disputes between the Owner and the heirs of Mr. P. N. Malhotra were amicably resolved and a Joint Compromise Petition was filed in the said suit which was disposed of and decreed in accordance with the terms of the Joint Compromise Petition. In accordance with the compromise between the parties and the decree dated 4th August, 2016 passed in terms of the same, the heirs of the said Mr. P. N. Malhotra have handed over to the Owner herein khas, vacant and peaceful physical possession of the portions of the said Land which were occupied by them. The Owner is required to hand over to them possession of mutually agreed constructed space in the Buildings with properties appurtenant thereto on the terms and conditions contained in the aforesaid Joint Compromise Petition.
- F) After the death of Mr. H. P. Goenka, being the other occupant mentioned above, his son Mr. Ashok Goenka became the Occupant. Subsequently the said Ashok Goenka also died and his heirs being his wife Smt. Pushpa Goenka and his two daughters being Smt. Shradha Goenka and Smt. Shruti Goenka became the tenants. Subsequently the said Smt. Pushpa Goenka, Smt. Shradha Goenka and Smt. Shruti Goenka have shifted and vacated the portions of the said Land under their occupation for enabling demolition of the existing building and structures and for construction of Buildings at the said Land on the terms and conditions agreed between them and the Owner herein whereunder the said Smt. Pushpa Goenka, Smt. Shradha Goenka and Smt. Shruti Goenka shall be allotted and transferred mutually agreed constructed spaces in the Buildings with properties appurtenant thereto on the terms and conditions agreed between them and the Owner.

Schedule-B

(said Land)

ALL THAT the piece or parcel of revenue free land containing by estimation an area of 1 bigha 17 cottahs 3 chittaks 34 square feet be the same a little more or less together with two storied brick built messuage hereditaments dwelling house and premises and all other structures standing thereon together measuring about 7500square feet and situate lying at and being Municipal Premises No. 1, Lower Rawdon Street, (previously being portion of Premises Nos. 1 and 2, Lower Rawdon Street, Calcutta and before that a portion of Premises Nos. 226/3 and 226/4, Lower Circular Road, Calcutta) Police Station Ballygunge, Kolkata- 700 020 District South 24 Parganas within Ward No. 69 of the Kolkata Municipal Corporation and butted and bounded in the following manner:

On the North:	By A. J. C. Bose Road;
On the South:	By Premises No. 2, Lower Rawdon Street;
On the East:	By Lower Rawdon Street; and
On the West:	Partly by 225/2, A. J. C. Bose Road, Partly by 225/1A, A. J. C. Bose Road, Partly by 225/1B, A. J. C. Bose Road, Partly by 226, A. J. C. Bose Road, Partly by 226/2, A. J. C. Bose Road.

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

Schedule - C

(Common Areas)

Part I - "Common Areas for Wing 1

1. Lobbies and stair cases of Wing 1 only
2. Lift pits, chute and machine rooms of the lifts comprised in Wing 1 only
3. Common drains, sewers and pipes
4. Water supply
5. Underground water reservoir
6. Wires and accessories for lighting of common areas
7. Water pump and motor
8. Lift and lift machinery
9. Fire fighting equipment
10. Landscaped area

11. Close circuit TV on the ground floor with central security surveillance
12. Common roof area of Wing 1 only
13. Fire landing as per applicable rules

Part II -“Common Areas for Wing 2

1. Lobbies, common passages and stair cases of Wing 2 only
2. Lift pits, chute and machine rooms of the lifts comprised in Wing 2 only
3. Common staff toilets on the ground floor of Wing 2 only
4. Common drains, sewers and pipes
5. Water supply
6. Common underground water reservoir and overhead water tank
7. Wires and accessories for lighting of common areas
8. Water pump and motor
9. Lift and lift machinery
10. Fire fighting equipment
11. Landscaped area
12. Close circuit TV on the ground floor with central security surveillance
13. Common roof area of Wing 2 only
14. Fire landing as per applicable rules
15. Swimming Pool, changing areas and open decks
16. Gymnasium
17. Lounge
18. Banquet hall
19. Indoor Games Room
20. Outdoor Play Area
21. Yoga Deck
22. Open Pathways

Part III - “Common Areas for Wing 1& Wing 2

1. Common Driveway
2. Underground water reservoir
3. Landscaped Areas
4. Wires and accessories for common area lighting

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 herein.

Schedule-D

(Easements & Restrictions)

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

1. The right of ingress to and egress from their respective Units over the Common Areas mentioned in **Schedule-C**.
2. The right of passage of wires, cables, pipes and drains and other equipment and utilities including connections for water, electricity, telephone, cable-TV, etc. to and through each and every portion of the Premises including all the Units therein.
3. The right of support, shelter and protection of each portion of the Buildings by the other portions thereof.
4. Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of Units in the Buildings or necessary for the use or enjoyment thereof by the Unit Owners in common with each other subject however to the terms, conditions and covenants mentioned in this Deed including in particular in **Schedule-E** hereto.
5. The right of the Unit Owners, with or without workmen, and necessary materials to enter into all parts of the 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 Vendors/Maintenance Agency/Association from time to time;
 - b) permit the Maintenance Agency and its men, agents and workmen to enter into the said Apartment for the Common Purposes or the Project with prior reasonable notice except in case of emergency/urgency;

- c) deposit the amounts for various purposes as required by the Promoter and/or the Maintenance Agency;
- d) use and occupy the said Apartment only for the purpose of residence and shall not be entitled to and shall not kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the Buildings and/or the Premises or on any portion thereof;
- e) use the Common Areas without causing any hindrance or obstruction to other Unit Owners and occupants of the Buildings;
- f) keep the said Apartment and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Apartment in the Buildings 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 /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 Buildings;
- h) maintain and/or remain responsible for the structural stability of the said Apartment and not to do anything which has the effect of affecting the structural stability of the Buildings and in case 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. ___/- 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 Electricity Supply Agency in the name of the Purchaser and until the same be obtained, the Promoter shall provide or cause to be provided reasonable quantum of electricity from its own sources and install at the cost of the Purchaser an electric sub-meter in or for the said Apartment and the Purchaser shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Apartment;
- k) be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other Unit Owners. The main electric meter shall be installed

only at the common meter space. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Buildings, the Premises and outside walls of the Buildings save in the manner indicated by the Promoter/Maintenance Agency (upon formation);

- l) bear and pay the Common Expenses and all other costs, expenses and outgoings in respect of the 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 Buildings 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 Unit 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 Promoter, the Maintenance Agency and/or Association in terms of this Agreement as also to pay all others taxes payable by the Purchaser in terms of this Agreement; and
 - r) observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes.
2. the Purchaser has agreed and covenanted:
- a) not to damage, demolish or cause to be damaged or demolished the said Apartment or any part thereof;
 - b) not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Buildings and not to make changes of a permanent nature except with the prior approval in writing of the Maintenance Agency and with the sanction of the authorities concerned;
 - c) not to 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;
 - d) 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 Buildings or the Premises or may cause any increase in the premium payable in respect thereof;
 - e) 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 Buildings and/or disturb them;
- f) 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;
 - g) not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency/Association;
 - h) 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;
 - i) not to decorate the exterior of the Buildings otherwise than in the manner agreed by the Promoter in writing or in the manner as near as may be in which it was previously decorated;
 - j) not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Buildings and the 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;
 - k) not to store or allow anyone to store any goods articles or things in or around the staircase, lobby, landings or other common areas or installations of the Buildings;
 - l) 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 Buildings;
 - m) not to claim any right over and/or in respect of any terrace or roof (other than the use of the Common Roof Area only) of the Buildings or any open land at the Premises or in any other open or covered areas of the Buildings and the Premises not meant to be a common area or portion;
 - n) not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner and/or for any reason whatsoever, relating to or concerning the construction or completion or sale of the Buildings and/or the Apartments therein and/or the Commercial Spaces by the Promoter at any time, whether before or after 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;
 - o) not to object, obstruct or create any hindrance to the Promoter making Additional/Further Constructions subsequently and/or granting similar rights to the owners and occupiers thereof in respect of the Common Areas.
 - p) not to object, obstruct or create any hindrance to the use of the Common Areas particularly those mentioned in Part-III of Schedule E by the owners and occupiers of all Apartment Units and/or Commercial Units and/or other spaces of the Project as also the Additional/Further Constructions;
 - q) not to shift or obstruct any windows or lights in the said Apartment or the Buildings and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Apartment without the prior consent in writing

- of the Promoter and/or the Association;
- r) not cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment;
 - s) 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;
 - t) not hang or cause to be hung clothes from the balconies of the Said Apartment;
 - u) 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**;
 - v) 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;
 - w) not to use the said Apartment Unit for any purpose save and except for residential purpose and not to use the said Apartment Unit for any commercial, business or professional purpose including without limitation, as a doctor's chamber, diagnostic or testing unit, nursing home, computer or educational training centre, repairing centre, commercial guest house, Club House, Eatery, boarding house, lodge, business centre, etc or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Buildings;
 - x) 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 this Agreement;
 - y) 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;
 - z) not to make any claim of any nature whatsoever in respect of the Premises other than the said Apartment Unit hereby agreed to be transferred and the common enjoyment of the Common Areas;
 - aa) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the Buildings and shall not project anything out of any window of the Premises;
 - bb) not to keep or harbour any bird or animal in the Common Areas of the Premises;
 - cc) not to make claim of any right of pre-emption or otherwise regarding any of the other Apartments or any portion of the Buildings and/or the Premises;
 - dd) not to install any air-conditioner except at the spaces that may be specified by the Promoter for installation of the split type air-conditioner and its Outdoor Unit and at no point of time to change the position or arrangement for the installation of air-conditioner without prior written consent of the Promoter or the Association and under no circumstances to install any window type air-conditioner;
 - ee) not to claim any right, title, interest or entitlement whatsoever over and/or in

- respect of any portion of the Buildings and the Premises not forming part of the Common Areas;
- ff) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any of Exclusive Open Terraces in the Buildings and the Premises save and except the said Exclusive Open Terrace, if any, mentioned in **Schedule G**;
 - gg) not to carry on or permit to be carried on at the said Apartment Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Unit Owners/occupiers of the Premises and/or the neighbourhood;
 - hh) not to use the said Apartment Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Promoter to any liability under environmental laws or any other laws;
 - ii) not to interfere in any manner with the right, title, interest or entitlement of the Promoter and/or its transferees in respect of other Apartment Units;
 - jj) not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in this Agreement;
 - kk) not to change the Project name and its logo under any circumstances whatsoever;
 - ll) not to claim any right, title, interest, or entitlement whatsoever in the Exclusive Private Roof Area; and
 - mm) not to interfere in any manner with the Exclusive Private Roof Area Rights of the Vendors (along with their guests and visitors) in respect of Exclusive Private Roof Area and/or do anything that may be contrary to Clause 7.1.6
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 Commercial Unit of the Premises or any portion thereof by the Vendors.
 4. The Purchaser agrees undertakes and covenants not to question at any time whatsoever on any basis or account whatsoever mutually agreed computation of the Super Built-up Area of the said Apartment mentioned in the **Schedule-G** hereto in accordance with the definition and not to claim or demand details or calculations of the aforesaid fixed percentage under any circumstances whatsoever.
 5. The Purchaser shall have no connection whatsoever with the other Unit Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Purchaser and the other Unit Owners (either express or implied) and the Purchaser shall be responsible to the Promoter for fulfilment of the Purchaser's obligations irrespective of non-compliance by any other Unit Owner.

6. Notwithstanding anything to the contrary contained elsewhere in this Deed, the Purchaser shall pay the 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 issue of the Completion Certificate. The Purchaser shall be liable to pay the Municipal taxes and other taxes from the date of the Completion Certificate.
7. The stamp duty, registration fees and incidental expenses in respect of this Deed of Conveyance are being paid and borne by the Purchaser. The Goods and 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.
8. The Project and the Building constructed at the Premises have been named as "**ORBIT EKAM**" 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 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 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 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 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 land comprised in the Premises.
11. 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 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 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.
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 Buildings 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 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 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 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 Proportionate.
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 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 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 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 Sinking Fund, Deposits/Advances for Maintenance Charges and Deposits/Advances for Corporation taxes.

Part - III

(Association)

1. After handing over possession of all the Apartment Units in the Building, 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 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 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 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 Areas/Purposes.
12. The Promoter shall hand over the maintenance of the Building to the Association at such time as it may deem necessary within _____ 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 Promoter 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 Promoter 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 Promoter 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 Areas, 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 Areas 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 Areas save those which would be separately assessed and/or incurred in respect of any Apartment Unit.
6. Costs, establishment charges and operational charges of the Maintenance Agency relating to Common Purposes.
7. Electricity expenses for lighting all the Common Areas, 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 Areas.
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 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 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 Vendors or the Maintenance Agency, as the case may be, will be entitled to get the said Apartment Unit mutated and apportioned in the name of the Purchaser and in such an event be further entitled to recover all costs, charges and expenses, including professional fees therefor from the Purchaser. All such amounts shall be paid and/or be payable by the Purchaser within 30 (thirty) days of being called upon to do so. In the event of failure to do so, the Purchaser shall be liable to pay interest on the unpaid amount at the rate of 2 (two) per cent per month.
3. Until such time as the said Apartment Unit be separately assessed and/or mutated, all rates, taxes, outgoings and/or impositions levied on the 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 Apartment 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 Apartment Unit as defined in this Deed.

Rs. _____

(Rupees _____ only)

Schedule-G

Part-I

“Said Apartment”

PART-II

“Said Parking Space”

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 Promoter
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 the Agreed Consideration for sale of
the said Apartment Unit under these presents.

Witnesses:

DATED THIS DAY OF 2018
=====

BETWEEN

GANGES ESTATES PRIVATE LIMITED
... OWNER

AND

ORBIT PROJECTS PRIVATE LIMITED
... PROMOTER

AND

... PURCHASER

CONVEYANCE

Apartment no. _____
_____ Floor

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