

CONVEYANCE

1. **Date:**

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

3. **Parties:**

3.1 **Owner:**

BIKRAM DHAR, son of Biman Dhar by religion Hindu, by occupation _____, Citizen of India, residing at Flat No. 8 at Premises No. 1A, Palm Place, Police Station Karaya, Post Office _____, Kolkata 700 019, having Income Tax Permanent Account No. AFLPD9986J 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. AAECs0375B represented by its authorised signatory Ashok Kumar Baid, son of Late S. M. Baid, by religion Hindu, by occupation service, Citizen of India, residing at Flat No. A7, Ironside Apartment, 11/3B Old Ballygunge 2nd Lane, Police Station _____, Post Office _____, Kolkata – 700019 authorized vide resolution dated _____ of the **Second Part**;

3.3 **Purchaser:** _____

_____ of the **Third Part**.

3.4 The term “Owner” shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, successors, executors, administrators, legal representatives and assigns and the term “Promoter” shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and assigns.

3.5 The term “**Vendors**” shall mean jointly the 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. The term “**Promoter/Owner**” and/or the term “**concerned Vendor**” shall mean and refer to the Promoter in respect of the Apartment Units comprised in the Promoter’s Area and shall mean and refer to the Owner in case of the Apartment Units comprised in the Owner’s Area.

3.6 The term “**Purchaser**” shall mean and include:

- (a) If he/she be an individual, then the heirs, successors, executors, administrators, legal representatives and assigns of such individual.

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

4. **Definitions:**

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

- 4.1 **“Agreed Consideration/Total Price”** shall mean the consideration mentioned in **Schedule F** paid by the Purchaser for acquiring the said Apartment Unit;
- 4.2 **“Agreement”** shall mean the Agreement for Sale dated _____ entered into between the Parties which includes the general terms and conditions of allotment of the said Apartment Unit for purchase by the Purchaser;
- 4.3 **“Apartment”** shall mean any apartment together with an Exclusive Open Terrace, if any, appurtenant thereto and/or any other covered space in the Building which is capable of being exclusively owned, used and/or enjoyed;
- 4.4 **“Apartment Unit”** shall mean any Apartment and/or other covered space including the Exclusive Open Terrace, if any, appurtenant thereto in the Building which is capable of being exclusively owned, used and enjoyed by any Apartment Owner, the right, if any, to park a car in a Parking Space, the undivided, impartible, variable, proportionate share or interest in the Common Areas with right to use and enjoy the same in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Apartment;
- 4.5 **“Apartment Owners”** shall, according to the context, mean the Purchaser herein including all purchasers and/or intending purchasers of different Apartments in the Building including the Promoter/Owner (and their transferees) in respect of such Apartments which are not transferred or alienated and/or not agreed to be transferred or alienated for the time being by the Promoter/Owner;
- 4.6 **“Architects”** shall mean Bose Brothers and Associates of 10B, Meghdut, 12 Ronald Road, Kolkata – 700020 who have been appointed as the architects for the Project by the Promoter;

- 4.7 “**Association**” shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the Vendors and the representatives of the Apartment Owners and 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 “**Building**” shall mean the new building and/or other constructions that have been constructed on the Premises by the Promoter as per the Plans and the other constructions and structures that may be constructed on the Premises from time to time wherever the context so permits;
- 4.9 “**Built-Up Area**” in relation to an Apartment shall mean the plinth area of that Apartment (including the area of bathrooms and balconies appurtenant thereto but excluding the area of the Exclusive 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 Apartments then 1/2 (one-half) of the area under such wall, column or pillar shall be included in each of the Apartments;
- 4.10 “**Carpet Area**” shall have the meaning as ascribed to it under the West Bengal Housing Industry Regulation Act, 2017;
- 4.11 “**Common Areas**” shall mean the common areas, facilities and installations in the Building and the Premises, for common use and enjoyment of the Apartment Owners and which are mentioned in **Schedule C** hereto;
- 4.12 “**Common Expenses**” shall mean all costs and expenses mentioned in **Part IV of Schedule E** for the management, maintenance and upkeep of the Building, the Common Areas, the Multi-Level Car Parking and the expenses for Common Purposes;
- 4.13 “**Common Purposes**” shall include the purpose of maintaining and managing the Premises, the Building, the Multi-Level Car Parking and in particular the Common Areas, rendition of services in common to the Apartment Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Apartment Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartment Units exclusively and the Common Areas in common;
- 4.14 “**Common Roof Area**” shall mean only the specified and demarcated portion / area of the ultimate roof of the Building, delineated in **RED** borders in the **Roof Plan** annexed hereto along with the Lift Machine Room and the water tank thereon, which only shall form part of the Common Areas;
- 4.15 “**Corporation**” shall mean the Kolkata Municipal Corporation and its different departments and officers and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify, extend and/or revise the Plans;
- 4.16 “**Corpus Fund**” shall mean the Fund comprising of the amounts paid / deposited and/or contributed by each Apartment Owner, including the Purchaser herein, towards

corpus fund which shall be held by the Maintenance Agency for the purpose of major repairs, replacements and additions to the Common Areas and other contingencies;

- 4.17 **“Date of Possession”** shall mean the date on which the Purchaser was handed over possession of the said Apartment;
- 4.18 **“Development Agreement”** shall mean and include the 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;
- 4.19 **“Exclusive Open Terrace/s”** shall mean the open terrace(s) attached and/or appurtenant to the Apartments on the First Floor and having access from such Apartment only and meant to be owned, used and enjoyed exclusively by the owner of such Apartment;
- 4.20 **“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 Building and Common Areas;
- 4.21 **“Maintenance Charges”** shall mean the proportionate amount of Common Expenses payable monthly by the Purchaser to the Maintenance Agency;
- 4.22 **“Owner’s Area”** shall mean the areas to which the Owner is entitled to under the Development Agreement;
- 4.23 **“Parking Spaces”** shall mean the spaces on the ground floor of the Building as also in the open space surrounding or adjacent to the Building and in the Multi-Level Car Parking for parking of medium sized cars;
- 4.24 **“Plan/Plans”** shall mean the plans of the Building which have been sanctioned and approved by the Kolkata Municipal Corporation vide Building Permit No. 2017100048 dated 9th June, 2017 and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architect(s) including variations/modifications/alterations therein that may be made by the Vendors, if any, as well as all revisions, renewals and extensions, if any;
- 4.25 **“Premises”** shall mean the Municipal Premises No. 169, Netaji Subhas Chandra Bose Road, Police Station Regent Park, Kolkata – 700 040 within Ward No. 98 of the Kolkata Municipal Corporation and morefully described in **Schedule B** containing the said Land and the same shall wherever the context permits also include the Building and Common Areas;
- 4.26 **“Project”** shall mean the work of development of the Premises by the Promoter, construction and completion of the Building (including additional/further constructions), marketing and sale of the Apartment Units and other rights, handing over of possession of the completed Apartment Units to the Apartment Owners by the Promoter/Owner and execution and registration of the Deeds of Conveyance in favour of the Apartment Owners;

- 4.27 “**Promoter’s Area**” shall mean the areas to which the Promoter is entitled to under the Development Agreement;
- 4.28 “**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;
- 4.29 “**Said Apartment**” shall mean the Apartment together with Exclusive Open Terrace, if any, described in **Schedule G** hereto;
- 4.30 “**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;
- 4.31 “**Said Land**” shall mean the land measuring about 20 cottahs 3 chittacks 40 square feet more or less comprised in the Premises as per actual survey and morefully described in **Schedule B**;
- 4.32 “**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;
- 4.33 “**Said Undivided Share**” shall mean the proportionate variable, undivided, indivisible and impartible share or interest in the said Land comprised in the Premises which is attributable to the said Apartment;
- 4.34 “**Super Built-Up Area**” of the said Apartment Unit has been mutually agreed to be calculated by adding (i) the built-up area of the said Apartment and (ii) an agreed fixed percentage of 25 per cent of the built up area of the said Apartment;
- 4.35 “**Undivided Share**” in relation to an Apartment shall mean the proportionate variable, undivided, indivisible and impartible share or interest in the said Land comprised in the Premises which is attributable to the concerned Apartment;
- 4.36 “**Masculine Gender**” including the pronouns referring thereto shall include the **feminine** and **neuter** gender and vice versa.
- 4.37 “**Singular Number**” shall include the **plural number** and vice versa.

5. **Subject Matter of Sale:**

Sale on ownership basis of the said Apartment Unit (described in **Schedule-G**) at Premises No. 169, Netaji Subhas Chandra Bose Road, Kolkata – 700 040 (previously known as Premises No. 125/1, Russa Bansdhani Road and formerly portion of plot No. 14B of Regent Estates Limited) under Police Station Regent Park within Ward No. 98 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 Building as per Plans and to sell the Apartments Units comprised in the Promoter's Area to prospective buyers.
- 6.3 The Promoter has got the Plans sanctioned by the Corporation and has constructed and completed the Building at the Premises and pursuant to the same Completion Certificate dated _____ has been issued by the Corporation. The Vendors have registered the Project under the West Bengal Housing Industry Regulation Act, 2017 with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under Registration No. _____.
- 6.4 The said Apartment Unit is comprised in the _____ Area and accordingly the entire consideration for the same is receivable by the _____.
- 6.5 The Purchaser confirms that after being independently satisfied about the ownership and title of the Owner in respect of the Premises and the documents relating thereto, the right, title, interest and entitlement of the Promoter as the developer in respect of the Premises, the Plans sanctioned by the Corporation and the necessary approvals and permissions and the actual constructions (including the quality and specifications thereof, the Carpet, Built-up and Super Built- up Areas of the said Apartment Unit, the workmanship, the quality of materials used, the structural stability and the construction of the Building, the Common Areas and the said Apartment), the Purchaser has taken possession of the said Apartment Unit. The Purchaser undertakes and covenants not to raise henceforth any objection or make any requisition regarding any of the above matter/issues and also waives his right, if any, to do so. The Purchaser declares and confirms that the construction of the Building including the said Apartment Unit and the Common Areas is complete in all respects to the complete satisfaction of the Purchaser and that the delay, if any, in completion has been and/or is deemed to be condoned and that the Vendors have complied with all their obligations and that the Purchaser has no complaint or claim whatsoever against the Vendors or any of them on any account whatsoever and the Purchaser also waives his right, if any, in this regard.

7. Now this Indenture witnesses:

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

- 7.1.1 In consideration of the Purchaser having paid the Agreed Consideration mentioned in **Schedule-F**, the Vendors do hereby sell convey and/or transfer to the Purchaser the following:
- (a) The Apartment described in **Part-I of Schedule-G (said Apartment)**.
 - (b) Right to park medium sized car(s) in the said Parking Space described in **Part-II of Schedule-G (said Parking Space)**.
 - (c) Proportionate, variable, undivided, indivisible and impartible share in the Common Areas described in **Schedule-C** hereto with right to use and enjoy the same in common subject to the rights and entitlements of common ownership, use and enjoyment of the Apartment Owners and/or occupiers of the other portions of the Building in respect of the same.
 - (d) Said Undivided Share.
- 7.1.2 The term '**the said Apartment Unit**' wherever used in this Deed shall include all the properties and rights mentioned in **Clause 7.1.1** hereinbefore which are being hereby sold and/or granted, unless contrary to the context and it is expressly made clear that the same constitute one residential unit.
- 7.1.3 Neither any of the (i) open and covered spaces in the Building and the Premises/said Land not included in the Common Areas mentioned in **Schedule C**, (ii) Roof of the Building at the Premises excluding the Common Roof Area, (iii) other Apartments, Apartment Units and Parking Spaces in the Building (except the right to park medium sized car(s) in the said Parking Space) and/or the Premises, (iv) Exclusive Open Terrace attached and/or appurtenant to other Apartment Units, and (v) right of further construction on any part of the open land/space comprised in the Premises/said Land or raising of any additional floor/storey/construction on the roof of the Building including the Common Roof Area is intended to be transferred, nor the same shall be transferred in favour of the Purchaser in as much as the same shall belong exclusively to the Promoter/Owner and the Purchaser shall have no right, title, interest, claim or entitlement whatsoever in respect thereof and the Promoter/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 the Promoter/Owner in their absolute discretion, without any reference to the Purchaser who hereby consents to the same and hereby disclaims, relinquishes, releases and/or waives any right, title, interest, entitlement or claim that the Purchaser may be entitled to, both in law or in equity, in favour of the Promoter/Owner.
- 7.1.4 Notwithstanding anything to the contrary contained elsewhere, it is clarified that the Vendors are retaining rights in the Premises and the Building and accordingly the Vendors and/or their transferees shall continue to be entitled to use and utilise the Common Areas mentioned in **Schedule-C** hereto.
- 7.1.5 The proportionate share of the Purchaser in respect of any matter referred to under this Deed shall be such as may be determined by the Promoter from time to time and the Purchaser agrees, undertakes and covenants to accept the same notwithstanding variations.

- 7.1.6 The right of the Purchaser regarding the Undivided Share shall be variable depending on additional/further constructions, if any, made by the Promoter from time to time and the Purchaser hereby irrevocably consents to the same. Any such variation shall not affect the Agreed Consideration/Total Price and no claim can be raised regarding the same by the Purchaser and the Purchaser shall not be entitled to and covenants not to demand any refund out of the Agreed Consideration/Total Price paid by the Purchaser on the ground of or by reason of any variation of the Undivided Share.
- 7.1.7 The Promoter shall be entitled at all times to install, display and maintain its name and/or logo on the roof (including the Common Roof Area) of the Building and/or other areas in the Building and/or the Premises by putting up hoardings, display signs, neon-signs, lighted displays, etc. without being required to pay any charges for the same other than payment of electricity consumed on actuals, and no one including the Apartment Owners and the Association shall be entitled to object or to hinder the same in any manner whatsoever.
- 7.1.8 The Purchaser shall use and enjoy the said Apartment Unit in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Apartment Owner and/or the Vendors.
- 7.1.9 Only the Common Roof Area shall be meant for common use and form part of Common Area. The Common Roof Area includes the areas of the staircase, lift Machine Room and water tank and shall be used for any common installations and facilities as may be necessary from time to time as also for fire refuge area on the roof, if required. The Common Roof Area shall be maintained by the Maintenance Agency and costs of the same shall form part of the Common Expenses. Antenna may be installed only on the portion of the Common Roof Area above the lift Machine Room, water tank and staircase.
- 7.1.10 The Purchaser has irrevocably consented and/or hereby irrevocably consents that the 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 roof of the Building (including the Common Roof Area) and/or by way of construction of additional buildings/structures in the open land/spaces in the Premises and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Building and/or the Common Areas and such future additional/further constructions/ exploitation shall belong exclusively to the 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 roof 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 such modifications, additions and/or alterations shall not affect the Agreed Consideration / Total Price and that the total number of Common Areas mentioned in Schedule 'C shall not be reduced to the detriment of the Purchaser.

- 7.1.11 Notwithstanding anything to the contrary contained elsewhere it is hereby made clear that any area not included in the Common Areas that remains unsold shall belong exclusively to the 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.
- 7.1.12 Non-enforcement of any right by the Vendors or any indulgence granted by the Vendors to the Purchaser or any other Apartment Owner shall not amount to any waiver of any of the rights of the Vendors.
- 7.1.13 If at any time there be imposition of or enhancement of any tax, duty, levy, cess, surcharge or fee (including Goods & Service Tax) under any statute or regulation on the Premises, the Building and/or the said Apartment Unit or on the construction or transfer of the said Apartment Unit or any portion thereof (whether payable to the concerned authority by the Promoter or Owner or the Purchaser) the same shall be borne and paid by the Purchaser, wholly in respect of the said Apartment Unit and proportionately in respect of the Premises, the Building and the Common Areas, without raising any objection thereto. The Promoter and/or the 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 Promoter and/or the Owner and/or the concerned authority. It is expressly agreed that the same shall be the liability of the Purchaser and the Promoter and/or the 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 Vendors or any of them as against or towards the Purchaser, it shall be sufficient if anyone 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 Apartment Owner and/or the Vendors.
- 7.1.16 The sale of the said Apartment Unit is together with and subject to the mutual easements and restrictions mentioned in this Deed including in **Schedule-D** hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in **Clause 7.1, Clause 7.3** and **Schedule-E** hereto, which shall be covenants running with the said Apartment Unit in perpetuity.

7.2 Covenants of the Vendors:

- 7.2.1 The Owner hereby covenants with the Purchaser that he:

(a) has 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 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 created by the Owner in respect of the said Apartment Unit.

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

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

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

7.3 **Covenants of the Purchaser:**

7.3.1 The Purchaser agrees, undertakes and covenants to:

(a) perform, observe and comply with all the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in particular in **Clause 7.1, Clause 7.3** and **Schedule-E**;

(b) pay wholly in respect of the said Apartment Unit and proportionately in respect of the Premises and the Building, the Common Expenses, Maintenance Charges, electricity charges and all levies, duties, cess, charges, surcharges, rates, taxes and outgoings including, but not limited to Corporation taxes, service tax, sales tax, GST, Works Contract Tax, betterment and/or development charges under any statute, rule or regulation, etc. that may be and/or become payable at any time (including enhancements thereto and/or new imposition) in accordance with law relating to the construction, transfer, ownership and/or maintenance of the said Apartment Unit and/or relating to the Agreement and/or this Deed of Conveyance without raising any objection thereto, within 7 (seven) days of demand being made and the Vendors shall not be liable for the same under any circumstance;

(c) regularly and punctually pay and contribute all costs and expenses for

the utilities and facilities provided and/or obtained in the said Apartment Unit and ensure that those to the other Apartment Units are not adversely affected by any acts or defaults of the Purchaser;

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

(e) not raise any objection or make any claim against the Vendors regarding the construction and/or the completion of the Building and/or the said Apartment Unit or regarding the already verified calculation of Carpet Area, Built-up Area and/or the mutually agreed Super Built-up Area of the said Apartment Unit and/or regarding any of the matters/items mentioned in **Clause 6.5** hereinbefore;

(f) not question the quantum or apportionment of the Common Expenses mentioned in **Part-IV** of **Schedule-E** hereto (**Common Expenses**) or the basis thereof or any other matter;

(g) not object and/or cause any hindrance, objection or disturbance to the user of the Common Areas (mentioned in **Schedule-C**) by the Vendors / Apartment Owners/ tenants/ occupants of other Apartment Units;

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

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

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

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

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

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

- 7.3.2 The Purchaser agrees covenants and undertakes to make payment of all his dues under this Deed and to comply with and/or perform all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Purchaser in pursuance of this Deed or otherwise required by law.
- 7.3.3 The Purchaser shall pay the Corporation taxes in respect of the said Apartment Unit from the date of 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 Building) and confirms that he has no claim of whatsoever nature against the Vendors or any of them on any account whatsoever. The Purchaser agrees, undertakes and covenants not to make any claim or raise any dispute whatsoever against the Vendors or any of them under any circumstances whatsoever.
- 7.4.2 The Purchaser is entitled to use and occupy the said Apartment Unit for residential purpose and for no other purpose.
- 7.4.3 On and from the Date of Possession the Purchaser is responsible for the internal security of the said Apartment Unit and all articles, things, property and belongings within the same and to protect the same from any theft, loss, damage or destruction and to protect against any bodily injury or casualty to any person on account of any cause whatsoever. The Vendors shall not have any responsibility or liability whatsoever in this regard.

Schedule-A **(Title)**

- A. By an Indenture dated 5th April, 1939 registered at the office of the District Sub-Registrar, Alipore in Book No. 1, Volume No. 36, Pages 228 to 238, Being No. 1208 for the year 1939 made between one Regent Estates Limited (therein described as the Vendor of the One Part) and Debendra Nath Sen (therein described as the Purchaser of

the Other Part), the Vendor therein granted sold conveyed transferred assigned and assured unto the Purchaser therein All That piece or parcel of land held in Mourashi Mokurari Tenure containing an area of 1 bigha (comprising of 0.20 acres land in C. S. Dag No. 777 under Khatian No. 155 and 0.13 acres land in C. S. Dag No. 780 under Khatian No. 56) situate lying at and being in Mouza Shibpur appertaining to Touzi No. 151 (Chota Hudda) of the Twenty four Pergannas Collectorate Parganna Khaspur Thana Sadar Tollygunge Sub registry Alipore in the District of Twenty four Pergannas and delineated in the map or plan annexed thereto and therein coloured pink and marked as Plot No. 14B.

- B. By an Indenture dated 31st May, 1941 registered at the office of the District Sub-Registrar, Alipore in Book No. 1, Volume No. 65, Pages 12 to 19, Being No. 2083 for the year 1942, made between the said Debendra Nath Sen (therein described as the Vendor of the One Part) and Smt. Manjari Dhar (therein described as the Purchaser of the Other Part) the Vendor therein granted sold transferred conveyed assigned and assured in favour of the Purchaser therein All That piece or parcel of land held in Mourashi Mokurari tenure being a portion of Plot No. 14B, Regent Park lands containing an area of 17 Cottahs 3 Chittacks 11 square feet more or less (comprising of 0.150 acres land in C. S. Dag No. 777 under Khatian No. 155 and 0.134 acres land in C. S. Dag No. 780 under Khatian No. 56) situate lying at in Mouza Shibpur Touzi No. 151 of 24 Pergannas Collectorate Parganna Khaspur Thana Sadar Tollygunge within the municipal area Tollygunge Sub registry Alipore in the District of 24 Parganas and delineated in the map or plan annexed thereto and therein coloured pink.
- C. By a Declaration dated 22nd February, 1942 registered at the office of the District Sub Registrar Alipore in Book No. I, Volume No. 25, Pages 167 to 171 Being No. 593 for the year 1942 the said Smt. Manjari Dhar declared that as and from the date of the said Indenture dated 31st May, 1941 she had held the hereditaments and premises granted and conveyed or expressed so to be by the Indenture dated 31st May, 1941 upon trust for her husband Bimal Kanti Dhar his heirs executors administrators representatives and assigns and that the purchase was made out of the moneys belonging to her said husband Bimal Kanti Dhar and the right title estate and interest of the said Debendra Nath Sen in to and upon the hereditaments and premises conveyed to her by the Indenture dated 31st May, 1941 was intended to pass unto her said husband Bimal Kanti Dhar his heirs executors administrators representatives and assigns by and under the Indenture dated 31st May, 1941 and the said Smt. Manjari Dhar by the Declaration dated 22nd February, 1942 wholly and utterly renounced and disclaimed her beneficial interest and forever released and acquitted claim of all manner of beneficial interest estate right title claim or demand whatsoever unto her husband, Bimal Kanti Dhar his heirs executors administrators representatives and assigns in respect of the hereditaments and premises conveyed to her by the Indenture dated 31st May, 1941 which had been renumbered as premises No. 125/1, Russa Bansdhani Road, Kolkata. The said Smt. Manjari Dhar further declared that by the Indenture dated 31st May, 1941 she had not acquired any beneficial interest over and on the hereditaments and premises conveyed to her by the Indenture dated 31st May, 1941 and that her name had only been used for and on behalf of her husband Bimal Kanti Dhar.
- D. By virtue of the aforesaid, the said Bimal Kanti Dhar was the owner of premises No. 125/1, Russa Bansdhani Road (formerly portion of the Plot No. 14B of the Regent Estates Limited) Kolkata on which he constructed buildings and/or structures and the

said premises was subsequently renumbered as Premises No. 169, Netaji Subhas Chandra Bose Road, Kolkata – 700 040 (being the Premises fully described in Schedule B below).

- E. On 25th December, 1993 the said Bimal Kanti Dhar died testate leaving behind his last Will and Testament dated 6th May, 1993 whereby the said Bimal Kanti Dhar appointed Prasanta Kumar Dutt, Biman Dhar, Nikhilesh Chandra Roy and Pradip Shikha Roy as the joint executors and trustees and gave, devised and bequeathed *inter alia*, the Premises unto and in favour of his grandson Bikram Dhar.
- F. The application for grant of Probate in respect of the said last Will and Testament was contested and ultimately the disputes between the parties were settled as per the terms recorded in a Terms of Settlement on the basis whereof decree was passed by the Hon'ble High Court at Calcutta on 30th April, 2010. On the basis of the Order dated 30th April, 2010, the Hon'ble High Court at Calcutta on 16th August, 2010 was pleased to grant Probate of the said last Will and Testament dated 6th May, 1993 to Biman Dhar and Nikhilesh Chandra Roy, being the surviving joint executors named therein.
- G. By a Deed of Assent dated 4th May, 2011 registered at the office of the Additional Registrar of Assurances – I, Kolkata in Book No. I, CD Volume No. 9, Pages from 6257 to 6272, Being No. 03813 for the year 2011 made between Biman Dhar and Nikhilesh Chandra Roy (therein jointly referred to as the Executors of the One Part) and Bikram Dhar (therein referred to as the Beneficiary of the Other Part), the Executors therein assented to the legacy in respect of the Premises in favour of the Beneficiary therein (being the Owner herein) as provided under the said last Will and Testament dated 6th May, 1993 and granted transferred conveyed assented assigned and assured the Premises unto and in favour of the Beneficiary therein (being the Owner herein).
- H. By virtue of the aforesaid, the said Bikram Dhar (being the Owner herein) became the lawful absolute owner of the Premises which has been duly mutated in the name of the Owner in records of the Kolkata Municipal Corporation. The Premises upon survey was found to contain an area of about 20 cottahs 3 chittacks 40 square feet.
- I. A suit being T S No. 10079 of 2013 before the 3rd Court of the Learned Civil Judge (Senior Division) Alipore is pending in respect of the Premises (“the said Legal Proceeding”). The said Legal Proceeding is being contested by the Owner and no interim or restrictive order including any order of injunction and/or status quo has been passed in the said Legal Proceeding relating in any manner to the Premises or any portion thereof. The said Legal Proceeding does not in any manner affect the right and entitlement of the Owner to execute this Deed of Conveyance and there is no restriction regarding the same. The parties have agreed that pendency of the said Legal Proceeding shall not be treated as an encumbrance and shall not affect the completion of the transaction.

Schedule-B

(said Land/Premises)

ALL THAT the the piece or parcel of land measuring about 20 cottahs 3 chittacks 40 square feet more or less comprised in Premises No. 169, Netaji Subhas Chandra Bose Road, Kolkata

– 700 040 (previously known as Premises No. 125/1, Russa Bansdhani Road and formerly portion of plot No. 14B of Regent Estates Limited) under Police Station Regent Park within Ward No. 98 of the Kolkata Municipal Corporation containing as per survey, land measuring about 20 cottahs 3 chittacks 40 square feet together with structures constructed thereon and butted and bounded as follows:

| | |
|-------------------|---|
| On the North by : | Partly by Plot No. P/5/8 and partly 171 |
| On the East by : | Partly by Plot No.167 and partly by Netaji Subhas Chandra Bose Road |
| On the South by : | By Netaji Subhas Chandra Bose Road |
| On the West by : | By Plot No. P/5/8 |

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

Schedule -C
(Common Areas)

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

Lobbies and Staircases of the Building.
Lift pits chute and machine room of lifts comprised in the Building.
Common drains, sewers and pipes, sewerage treatment plant.
Common water reservoirs, water tanks and water pipes (save those inside any Apartment) appurtenant to the Building.
Wires and accessories for lighting of Common Areas of the Building.
Pump and motor.
Lift and lift machinery of the Building.
Intercom system.
Fire fighting equipment in the Building.
Cabling for Cable TV.
CCTV on the ground floor.
Multi gym

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

Electrical installations relating to meter, transformer and sub-station for receiving Electricity from CESC.

Common Power Generator for common lights, lift(s), pump(s) and other common Facilities and for providing stand-by power for lobby, common light(s), lift(s), pump(s) and other common services as also for the said Apartment Unit.

Other facilities or installations, if any, provided for the common use of the Apartment Owners of the Premises and not covered by **Section A** hereinabove.

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

Schedule-D

(Easements & Restrictions)

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

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

Schedule-E

(Purchaser's Covenants)

Part-I

(Specific Covenants)

1. **The Purchaser agrees undertakes and covenants to:**
 - a) comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency from time to time;

- b) permit the Maintenance Agency and its men, agents and workmen to enter into the said Apartment for the Common Purposes or the Project with prior reasonable notice except in case of emergency/urgency;
- c) deposit the amounts for various purposes as required by the Promoter and/or the Maintenance Agency;
- d) use and occupy the said Apartment only for the purpose of residence and shall not be entitled to and shall not kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the Building and/or the Premises or on any portion thereof;
- e) use the Common Areas without causing any hindrance or obstruction to other Apartment Owners and occupants of the Building;
- f) keep the said Apartment and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Apartment in the Building and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments and parts of the Building;
- g) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Apartment or the Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise and also not to make any form of alteration to the external façade of the Building;
- h) maintain and/or remain responsible for the structural stability of the said Apartment and not to do anything which has the effect of affecting the structural stability of the Building and in case any deviation, breach, violation or default of this sub-clause the Purchaser undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 500/- per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;
- i) use and enjoy the Common Areas only to the extent required for ingress to and egress from the said Apartment of men, materials and utilities;
- j) sign and deliver to the Promoter all papers, applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Apartment from the CESC Limited in the name of the Purchaser and until the same be obtained, the Promoter shall provide or cause to be provided reasonable quantum of electricity from its own sources and install at the cost of the Purchaser an electric sub-meter in or for the said Apartment and the Purchaser shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Apartment;
- k) be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other

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

- l) bear and pay the Common Expenses and all other costs, expenses and outgoings in respect of the Premises proportionately and the said Apartment Unit wholly and the same shall initially be payable to the Maintenance Agency;
 - m) pay Corporation and all other rates, taxes, levies, duties, charges, impositions, outgoings and expenses in respect of the Building and the Premises proportionately and the said Apartment Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Apartment Unit until the same is assessed separately by the Corporation;
 - n) pay for other utilities consumed in or relating to the said Apartment Unit;
 - o) allow the other Apartment Owners the right to easements and/or quasi-easements;
 - p) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Corporation Taxes and other taxes and payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;
 - q) to make payment of applicable Goods and Service Tax that may be payable in respect of all amounts to be paid by the Purchaser to the Vendors, the Maintenance Agency and/or Association in terms of 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 Building and not to make changes of a permanent nature except with the prior approval in writing of the Maintenance Agency and with the sanction of the authorities concerned;
 - c) not to put any nameplate or letter box or neon-sign or board in the Common Areas or on the outside wall of the Building save at the place as be approved or provided by the Promoter Provided However That nothing contained herein shall prevent the Purchaser to put a decent nameplate on the outface of the main door of the said Apartment;
 - d) not to open out any additional window or fix any grill box or grill or ledge or cover

or any other apparatus protruding outside the exterior of the said Apartment or any portion thereof and not to change the colour or design of balcony, balcony railings, window grills, and/or change the outer elevation of the said Apartment or the Building under any circumstance and in case any deviation, breach, violation or default of this sub-clause the Purchaser undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 100/- per square feet of the super built up area of the said Apartment Unit together with all applicable taxes thereon besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;

- e) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Apartment or any part of the Building or the Premises or may cause any increase in the premium payable in respect thereof;
- f) not to make or permit or play any disturbing noises or loud sounds or music in the Premises or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers of the Building and/or disturb them;
- g) not to use the lifts in case of fire and also not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc;
- h) not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency/Association;
- i) not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation;
- j) not to decorate the exterior of the Building otherwise than in the manner agreed by the Promoter in writing or in the manner as near as may be in which it was previously decorated and also not to alter or permit any alteration in the outside colour scheme of the exposed walls of the verandahs lounge or any external walls or the fences of external doors and windows including grills/gates of the said Apartment Unit which in the opinion of the Maintenance Agency differ from the colour Scheme of the Building or deviation or which in the opinion of the Maintenance Agency may affect the elevation in respect of the exterior walls of the Building and/or the Premises and in case any deviation, breach, violation or default of this sub-clause the Purchaser undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 100/- per square feet of the super built up area of the said Apartment Unit together with all applicable taxes thereon besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;
- k) not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Building and the Premises and to deposit the same in such place only in the Premises and at such time and in such manner as the Maintenance Agency may direct;

- l) not to store or allow anyone to store any goods articles or things in or around the staircase, lobby, landings or other common areas or installations of the Building;
- m) not to store in the said Apartment Unit or any part of the Premises any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the Premises or any part thereof and/or the Premises and/or any neighbouring property to any risk of fire or any accident;
- n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Building;
- o) not to claim any right over and/or in respect of the roof of the Building other than the right of common use in respect of the Common Roof Area or in respect of any open land at the Premises or in any other open or covered spaces of the Building and the Premises reserved or intended to be reserved by the Promoter/Owner for their own exclusive use and enjoyment and not meant to be a common area or portion and notwithstanding any inconvenience to be suffered by him and not to obstruct any development or further development or additional vertical / horizontal or other constructions which may be made by the Promoter thereat or on any part thereof;
- p) not to object to or hinder sanction of further/additional vertical/horizontal or other constructions or to the resultant variation in the said Undivided Share and the Purchaser shall not object to the changes and/or inconvenience caused due to such construction being made by the Promoter from time to time even after the Date of Possession;
- q) not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner and/or for any reason whatsoever, relating to or concerning the construction or completion or sale of the Building and/or the Apartments therein by the Promoter at any time, whether before or after the Date of Possession and/or delivery of possession of the said Apartment Unit to the Purchaser, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Apartment Unit by the Purchaser and to be responsible and liable for all losses and damages which the Promoter may suffer in this regard due to any default by the Purchaser;
- r) not to object, obstruct or create any hindrance to the Promoter making additional/further constructions subsequently and/or granting similar rights to the owners and occupiers thereof in respect of the Common Areas;
- s) not to shift or obstruct any windows or lights in the said Apartment or the Building;
- t) not cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment;
- u) not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the

Common Areas in any manner whatsoever;

- v) not hang or cause to be hung clothes from the balconies of the Said Apartment;
- w) not to permit any new window, light, opening, doorway, path, passage, drain or other encroachment or easement to be made or acquired in against out of or upon the said Apartment without the prior consent in writing of the Promoter and/or the Association;
- x) not to park or allow anyone to park any car at any place other than the space earmarked for parking car(s) of the Purchaser, if any, mentioned in **Schedule G**;
- y) not to sell, transfer, let out or part with possession of the said Parking Space, if so agreed to be acquired by the Purchaser hereunder, independent of the said Apartment and to use the same only for the purpose of parking of a motor car;
- z) not to use the said Apartment Unit for any purpose save and except for residential purpose and not to use the said Apartment Unit for any commercial, business or professional purpose including without limitation, as a doctor's chamber, diagnostic or testing unit, nursing home, computer or educational training centre, repairing centre, commercial guest house, Club House, Eatery, boarding house, lodge, business centre, etc. or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Building;
- aa) not to do any addition, alteration, structural changes, construction or demolition in the said Apartment Unit without prior written permission from the Corporation and other concerned authorities as also the Maintenance Agency and also subject to the condition that the same is not restricted under any other provision of the Agreement and this Deed and in case of any deviation, breach, violation or default of this sub-clause the Purchaser undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 500/- per square feet of the super built up area of the said Apartment Unit together with all applicable taxes thereon besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;
- bb) not to raise or put up any kutchra or pucca constructions, grills, walls or enclosure of any kind around the said Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;
- cc) not to make any claim of any nature whatsoever in respect of the Premises other than the said Apartment Unit hereby transferred and the common enjoyment of the Common Areas;
- dd) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the Building and shall not project anything out of any window of the Premises;
- ee) not to keep or harbour any bird or animal in the Common Areas of the Premises;

- ff) not to make claim of any right of pre-emption or otherwise regarding any of the other Apartments or any portion of the Building and/or the Premises;
 - gg) not to install any air-conditioner except at the designated place shown by the Promoter and at no point of time to change the position, cabling, vents and/or arrangement for the air-conditioner without prior written consent of the Promoter;
 - hh) not to install any external wires or cables that may be visible outside the said Apartment;
 - ii) not to put any film, whether coloured, reflective or otherwise on the windows/glass, whether external or internal;
 - jj) not to install any false ceiling in the said Apartment without first making provision for the fire sprinkler and fire alarm system to be appropriately installed at the costs of the Purchaser in the manner that the same are visible and operative externally and outside the false ceiling and do not adversely affect the fire safety;
 - kk) not to subdivide the said Apartment Unit and/or the said Parking Space, if allotted, or any portion thereof;
 - ll) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Building and the Premises not forming part of the Common Areas;
 - mm) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any of the Exclusive Open Terraces in the Building and the Premises save and except the said Exclusive Open Terrace, if any, mentioned in **Schedule G**;
 - nn) not to carry on or permit to be carried on at the said Apartment Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Apartment Owners/occupiers of the Premises and/or the neighbourhood;
 - oo) not to use the said Apartment Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Promoter to any liability under environmental laws or any other laws;
 - pp) not to interfere in any manner with the right, title, interest or entitlement of the Vendors and/or their transferees in respect of other Apartment Units;
 - qq) not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in the Agreement and this Deed; and
 - rr) not to change the Project name and its logo under any circumstances whatsoever;
3. The Purchaser agrees, undertakes and covenants not to make or cause, directly or indirectly, any objection, interruption, interference, hindrance, obstruction or

impediment for any reason or in any manner whatsoever relating to the Premises or concerning the development, construction, or completion of the Premises including the Common Areas and/or any further extension, expansion, construction, addition or alteration therein from time to time and/or the transfer, sale or disposal of any Apartment Unit or any portion of the Building and/or the Premises.

4. The Purchaser has agreed undertaken and covenanted not to question at any time the computation of the Super Built-up Area of the said Apartment Unit and not to claim or demand, under any circumstances whatsoever, details or calculations of the Super Built-up Area.
5. The Purchaser shall have no connection whatsoever with the other Apartment Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Purchaser and the other Apartment Owners (either express or implied) and the Purchaser shall be responsible to the Vendors for fulfilment of the Purchaser's obligations irrespective of non-compliance by any other Apartment Owner.
6. Notwithstanding anything to the contrary contained elsewhere in this Deed, the Purchaser shall pay the electricity charges as per separate meter for use of electricity within the said Apartment Unit as also the Maintenance Charges in respect of the said Apartment Unit as also other costs, expenses and outgoings in respect of the said Apartment Unit with effect from the date of issue of the Completion Certificate. The Purchaser shall be liable to pay the Corporation 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/Total Price mentioned in this Deed as also the other amounts and/or Deposits that have been paid and/or are payable by the Purchaser, shall be borne and paid by and be the sole liability of the Purchaser who agrees and undertakes to make payment of the same even if the same are found payable and/or demanded in future. The Purchaser hereby indemnifies the Vendors fully regarding the above.
8. The Project and the Building constructed at the Premises have been named as "**ORBIT COSMOS**" and the same shall always be known by the said name. The Purchaser and/or the Apartment Owners and/or the Association and/or the Maintenance Agency shall not be entitled to change the said name under any circumstances whatsoever and shall not remove the signage of the Building name that has been installed at the Premises.
9. The Purchaser may deal with or dispose of or assign or alienate or transfer the said Apartment Unit subject to the following conditions:
 - a. The said Apartment Unit shall be one lot and shall not be partitioned or dismembered in parts and shall not be sold or transferred in divided or demarcated parts by the Purchaser. In case of sale of the said Apartment Unit in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.

- b. The transfer of the said Apartment Unit by the Purchaser shall not be in any manner inconsistent with the Agreement and/or this Deed of Conveyance and the covenants contained in the Agreement and/or herein shall run with the land and/or transfer. The person(s) to whom the Purchaser may transfer/alienate the said Apartment Unit shall automatically be also bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Purchaser by law and/or by virtue of the Agreement and/or this Deed of Conveyance.
 - c. All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, Corporation taxes and other taxes etc. relating to the said Apartment Unit payable to the Vendors, the Maintenance Agency, the Association and the Corporation and other concerned persons/entities are paid by the Purchaser in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, run with such proposed transfer and the transferee shall be liable to make payment of the same.
10. The Purchaser shall not claim any partition of the said Land comprised in the Premises.
 11. The Purchaser agrees, undertakes and covenants not to make any claim of any nature whatsoever against any person who has been granted any right by the Vendors in respect of the Premises or any portion thereof nor against the Vendors with regard thereto nor shall in any manner obstruct such user and/or enjoyment.
 12. The Purchaser shall be responsible for and shall keep the Vendors and the Maintenance Agency indemnified of from and against all damages, claims, demands, costs, charges, expenses and proceedings occasioned relating to the Premises or any part of the Building or to any person due to any negligence or any act, deed, thing or omission made done or occasioned by the Purchaser and shall keep the Vendors and the Maintenance Agency indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors and the Maintenance Agency as a result of any act, omission or negligence of the Purchaser or the servants, agents, licensees, invitees or visitors of the Purchaser and/or any breach or non-observance by the Purchaser of the Purchaser's covenants and/or any of the terms herein contained.

Part - II
(Maintenance)

1. The Premises, the Building and the Common Areas shall be managed and maintained by the Maintenance Agency.
2. The Purchaser shall accept the rules and regulations made by the Maintenance Agency (**Rules**) and shall diligently observe, perform and comply with the same.
3. The Maintenance Agency shall function at the costs of the Apartment Owners and will work on the basis of advance payments and/or reimbursements of all costs and outgoings for Common Purposes, including establishment costs and costs of its

formation and/or operations and requirements for doing and/or making provisions for repairs painting replacements and renovations and for unforeseen eventualities.

4. The Maintenance Agency shall collect and pay all rates, taxes and outgoings, including for insurance of the Building and the Premises, which are not separately charged or assessed or levied on the Apartment Owners.
5. The Purchaser shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by Maintenance Agency/Association (upon formation), within the prescribed due date, failing which the Purchaser shall pay interest at the same rate prescribed in the Rules for delayed payments, for the period of delay, computed from the date the payment became due till the date of payment, to the Maintenance Agency/Association (upon formation), as the case may be and there shall be restriction on sale, transfer, lease or tenancy of the said Apartment Unit till the dues are fully paid as also damages suffered or costs incurred, if any, due to delay in making payment or for realization. The liability to pay interest shall be without prejudice to the right of the Maintenance Agency under Clause 8 below.
6. Apportionment of any liability of the Purchaser in respect of any item of expenses, taxes, dues, levies or outgoings payable by the Purchaser pursuant to this Deed or otherwise shall be Proportionate.
7. The Maintenance Charges payable by the Purchaser with effect from the date of issue of the Completion Certificate, shall be payable on a monthly basis on the basis of the bills to be raised by Maintenance Agency/Association (upon formation), such bills being conclusive proof of the liability of the Purchaser in respect thereof. The Maintenance Charges shall be decided by the Promoter from time to time subject to a minimum of Rs. 2/- per square feet of super built-up area per month for the said Apartment together with applicable Goods and Service Tax. The Maintenance Agency shall be entitled to revise and increase the Maintenance Charges from time to time and the Purchaser shall not be entitled to object thereto.
8. The Maintenance Agency/Association shall be entitled to withdraw, withhold, disconnect or stop all services, facilities and utilities to the Purchaser and/or the said Apartment Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, Corporation taxes, Common Expenses and/or other payments by the Purchaser after giving 15 (fifteen) days notice in writing.
9. The Purchaser shall co-operate with the other Apartment Owners, and the Maintenance Agency in the management and maintenance of the Premises and shall observe and comply with such covenants as be deemed reasonable by the Maintenance Agency for the Common Purposes.
10. All rights and entitlements of the Maintenance Agency shall be the rights and entitlements of the Promoter until the Association is formed and starts functioning effectively and till that time the Promoter shall maintain the Building and collect all funds, deposits, charges and expenses including the Maintenance Charges, Common Expenses, Deposits/Advances for Corpus Fund, Deposits/Advances for

Maintenance Charges and Deposits/Advances for Corporation taxes.

Part - III
(Association)

1. The Promoter, shall take steps for formation of the Association for the maintenance and management of the Common Areas described in **Schedule-C**, the Building and other areas at the Premises. Any association, company, syndicate, committee, body or society formed by any of the Apartment Owners without the participation of the Vendors shall not be entitled to be recognized by the Vendors and shall not have any right to represent the Apartment Owners or to raise any issue relating to the Building or the Premises. The maintenance of the Premises shall be made over to the Association within the time mentioned in the West Bengal Apartment Ownership Act, 1972 and upon such making over, the Association shall be responsible for the maintenance of the Building and the Premises and for timely renewal of all permissions, licenses, etc. After handing over of the maintenance of the Premises to the Association, the Promoter shall transfer and make over the Deposits to the Association after adjusting its dues, if any.
2. All the Apartment Owners as also the Purchaser herein shall become members/shareholders of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye- laws as be framed and/or made applicable by the Promoter.
3. All papers and documents relating to the formation of the Association shall be prepared and finalised by the Promoter and the Purchaser hereby consents to accept and sign the same and to assist the Promoter in all respects in formation of the Association.
4. The employees of the Maintenance Agency for the Common Purposes such as watchmen, security staff, caretaker, liftmen, sweepers etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Purchaser hereby consents to the same and shall not be entitled to raise any objection thereto. After handing over of maintenance to the Association, all subsequent employment shall be done by the Association.
5. The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect and any contrary rules, regulations and/or amendments of the Association shall be void ab initio.
6. The Purchaser shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all costs and expenses relating to the Multi-Level Car Parking (including its maintenance, operation, repair, replacement, renovation, insurance etc.,) proportionately irrespective of whether the Purchaser has facility of parking thereat as also such costs and expenses that may be charged from the Purchaser as part of the Maintenance Charges or proportionate Common Expenses or separately as the Maintenance Agency/Association may deem fit and proper.

7. The maintenance charges and proportionate Common Expenses shall be paid by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use any or all of the Common Areas and also irrespective of whether or not the Purchaser is granted facility of parking any number of cars in the Multi-Level Car Parking by the Promoter and any non-user or non-requirement in respect of any Common Areas or parking facility (if so granted) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Purchaser in respect of the said proportionate common expenses and/or maintenance charge. Any use of the Multi-Level Car Parking Spaces by the Apartment Owners including the Purchaser shall be subject to Force Majeure and interruptions and inconveniences associated with its use and the Promoter and the Maintenance Agency shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Multi-Level Car Parking Spaces to which the Purchaser hereby consents and agrees to keep the Promoter fully indemnified in respect thereof.
8. Notwithstanding anything to the contrary contained elsewhere herein, the Purchaser and all Apartment Owners shall bear and contribute/pay all proportionate costs, charges and expenses for formation, including professional charges, and the functioning and upkeep of the Association, as determined by the Association, without any demur or delay.
9. Any association of whatsoever nature or nomenclature formed by any of the Apartment Owners without the participation of all Apartment Owners shall not be entitled to be recognised by the Vendors and shall not have any right to represent the Apartment Owners or to raise any issue relating to the Building or the Premises.
10. The Association, when formed, shall be owned and controlled by the Apartment Owners proportionately and all its decisions shall be by majority of votes according to proportionate interest, and not number of members. The Apartment Owners (including the Purchaser) may amend and/or modify the rules and regulations of the Association by three-fourths majority subject to the condition that no amendment or modification shall be valid if it is contrary to or in violation of any of the terms and conditions contained in the several Deeds of Conveyance executed/to be executed by the Vendors in favour of the Apartment Owners.
11. The certified copies of title deeds relating exclusively to the Premises that are available with the Vendors along with related documents and certified copy of Plans of the Building shall be handed over by the Vendors to the Association within 3 (three) months of handing over of maintenance of the Building to the Association.
12. After the maintenance of the Building is made over to the Association, the Association may either manage the maintenance of the Building on its own or through any other third party or agency who shall carry out its duties in accordance with the terms and conditions contained in the several Deeds of Conveyance executed by the Vendors in favour of the Apartment Owners.
13. The Association shall, upon its formation, be entitled to all the rights with regard to the Common Areas/Purposes.

14. From the date of offering the handing over of maintenance to the Association, the Vendors shall not have any responsibility whatsoever regarding the Building and the Premises and/or any maintenance, security, safety or operations including relating to fire fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, Multi-Level Car Parking installations, meters and connection, etc. and/or for any statutory compliances, permissions and licenses regarding the Premises and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Apartment Owners including the Purchaser and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Apartment Owners including the Purchaser and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire license etc. and the Vendors shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of offering the handing over of maintenance, the Vendors and/or their directors, employees or agents shall not have any liability or responsibility whatsoever under any circumstance.

Part - IV
(Common Expenses)

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

7. **Rates and Taxes:** Corporation Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Building and/or the Premises save those separately assessed on the Purchaser.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.
9. **Management Fees**
10. **General & Out Pocket Expenses:** All other expenses and/or outgoings including litigation expenses, if any, as may be incurred by the Maintenance Agency/ Association for the Common Purposes.

Part – V

(Mutation, taxes and impositions)

1. The Purchaser shall apply for within 30 days from the date of execution of this Deed and obtain within six months thereafter, mutation, separation and/or apportionment of the said Apartment Unit in his own name without in any way making or keeping the Vendors liable and/or responsible in this regard on any account whatsoever. The Vendors shall fully 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 maybe.
5. The liability of payment by the Purchaser of Impositions and Penalties in respect of the said Apartment Unit would accrue with effect from the date of 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/Total Price for the transfer of the said Apartment Unit as defined in this Deed.

Rs. _____

(Rupees _____ only)

Schedule-G

Part-I

“Said Apartment”

ALL THAT the residential **Apartment no. ____ on the _____ Floor** with about _____ square feet carpet area, about _____ square feet built up area having mutually accepted by the parties to be equivalent to _____ square feet of super built up area, in the Building named “ORBIT COSMOS” constructed at Municipal Premises no. 169, Netaji Subhas Chandra Bose Road, Police Station Regent Park, Kolkata 700 040 and delineated on the Plan annexed hereto and bordered in **GREEN** colour thereon.

PART-II

“Said Parking Space”

ALL THAT the right to park medium sized car in:

- (i) _____ covered agreed car parking space in the ground floor of the Building;
- (ii) _____ open agreed car parking space in the open space surrounding or adjacent to the Building;
- (iii) _____ agreed car parking space in the Multi-Level Car Parking.

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

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

8. Execution and Delivery:

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

Executed and Delivered by the 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 :

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

Memo of Consideration

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

Witnesses:

DATED THIS DAY OF 2018
=====

BETWEEN

BIKRAM DHAR

... 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