

CONVEYANCE

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

(1) (ia) **SMT. KABERI LAW**, widow of Late Biswanath Law, by religion Hindu, by occupation housewife, citizen of India, of 385/1, Keyatala Lane, Police Station Rabindra Sarobar, Post Office Sarat Bose Road, Kolkata 700029 having Income Tax Permanent Account Number AIYPL2408D and Aadhaar Number 8319 3219 4704 and 1(ib) **SHUBHADEEP LAW**, son of Late Biswanath Law, by religion Hindu, by occupation businessman, citizen of India, of 385/1, Keyatala Lane, Police Station Rabindra Sarobar, Post Office Sarat Bose Road, Kolkata 700 029 having Income Tax Permanent Account Number AMWPL6837A and Aadhaar Number 4886 3458 1517 and 1(ic) **SUNETRA LAW**, daughter of Late Biswanath Law, by religion Hindu, by occupation business, citizen of India, of 385/1, Keyatala Lane, Police Station Rabindra Sarobar, Post Office Sarat Bose Road, Kolkata 700 029 having Income Tax Permanent Account Number ADYPL1375J and Aadhaar Number 2493 1760 1711 and 1(ia) **SMT. GOURI LAW**, widow of Late Sankar Law, by religion Hindu, by occupation Housewife, Citizen of India, of 33, Ballygunge Park, Police Station Bullygunge, Post Office Karaya, Kolkata 700 019, having Income Tax Permanent Account Number ACOPL5265C and Aadhaar Number 3649 9866 4749 and 1(iib) **SMT. SUDAKSHINA CHOWDHURY**, daughter of Late Sankar Law and wife of Nilanjan Chowdhury, by religion Hindu, by occupation business, citizen of India, of 6, Suburban Hospital Road, Police Station Bhawanipore, Post Office Lala Lajpatrai Sarani, Kolkata 700 020, having Income Tax Permanent Account Number AGOPC8087H and Aadhaar Number 4468 4496 1120 and hereinafter collectively referred to as “**the Owner No. 1**” and (2) **ORBIT NIKETAN PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Garstin Place, Post Office General Post Office Kolkata, Police Station Hare Street, Kolkata 700 001 and Income Tax Permanent Account Number AABCO3515G and hereinafter referred to as “**the Owner no. 2**”; and the Owner no.1 and the Owner no. 2 being hereinafter collectively referred to as “**the Owners**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in case of the abovenamed individuals their respective heirs, successors, executors, administrators, legal representatives and assigns and in case of the abovenamed company, its successors-in-interest and assigns) represented through their Constituted Attorney Orbit Projects Private Limited, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Garstin Place, Post Office General Post Office Kolkata,

Police Station Hare Street, Kolkata 700 001 and Income Tax Permanent Account Number AAECs0375B vide Power of Attorney dated 5th August, 2025 registered at the office of the District Sub Registrar – II, Alipore, South 24 Parganas in Book No. I, Volume No. 1602-2025, Pages 491929 to 491953, Being No. 160211492 for the year 2025 represented by its Authorised Signatory _____, son of _____, by religion Hindu, by occupation service, citizen of India, working for gain at 1, Garstin Place, Post Office General Post Office Kolkata, Police Station Hare Street, Kolkata 700 001, having Income Tax Permanent Account Number _____ and Aadhaar Number _____ vide Resolution dated _____ passed by the Board of Directors of the **FIRST PART**

3.2. **Promoter:**

ORBIT PROJECTS PRIVATE LIMITED, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Garstin Place, Police Station Hare Street, Post Office General Post Office Kolkata, Kolkata–700 001 and Income Tax Permanent Account Number AAECs0375B represented by its Authorised Signatory _____, son of _____, by religion Hindu, by occupation service, citizen of India, working for gain at 1, Garstin Place, Post Office General Post Office Kolkata, Police Station Hare Street, Kolkata 700 001, having Income Tax Permanent Account Number _____ and Aadhaar Number _____ vide Resolution dated _____ passed by the Board of Directors and hereinafter referred to as “**the Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and assigns) of the **SECOND PART**

3.3. **Purchaser:**

3.3.1. _____ son of _____, by occupation _____, having Income Tax Permanent Account Number _____, Aadhaar Number _____;

3.3.2. _____ son of _____, by occupation _____, having Income Tax Permanent Account Number _____, Aadhaar Number _____;

Both by religion _____, citizen of India, residing at _____, Post Office _____, Police Station _____, Kolkata – 700 _____.

of the **THIRD PART** –

3.4. The Owners, Promoter and the Purchaser shall hereinafter collectively be

referred to as the “Parties” and individually as a “Party”.

- 3.5. The term “**Vendors**” shall mean jointly the Owners and the Promoter and where the context so permits it shall refer to only such of them as is concerned with the relevant matter/issue.
- 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. “**Act**” means the Real Estate (Regulation and Development) Act, 2016;
- 4.2. “**Additional/Further Constructions**” shall mean all future vertical and horizontal exploitation of the Building and/or the Premises by way of additional/further construction in the Premises from time to time 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 that may be made by the Vendors and such Additional Further/Constructions shall belong to the Vendors with full right to transfer the same and receive the consideration thereof and the transferees and occupiers thereof shall have similar rights as the Purchaser herein in respect of the Common Areas and Facilities;
- 4.3. “**Agreed Consideration/Total Price**” shall mean the sale consideration mentioned in **Schedule F** that has been paid by the Purchaser for purchasing

the said Apartment Unit based on the carpet area of the said Apartment (excluding Goods and Services Tax and cess or any other similar taxes in connection with the construction of the Project, by whatever name called which has been paid / is payable additionally by the Purchaser, as applicable from time to time);

- 4.4. **“Agreement”** shall mean the Agreement for Sale dated _____ registered at the office of the _____ in Book No. I, Volume No. _____, Pages _____ to _____, Being No. _____ for the year _____ entered into between the Parties;
- 4.5. **“Apartment”** shall mean any residential Apartment (including the bathrooms, balcony, if any, Open Terrace, if any, and servants’ quarter, if any, appurtenant thereto) and/or any other covered space in the Building which is capable of being exclusively owned, used and enjoyed by any Apartment Owner;
- 4.6. **“Apartment Owners”** shall, according to the context, mean all purchasers and/or intending purchasers of different Apartments in the Building and shall also include the Vendors (and subsequently their transferees) in respect of such Apartments as may be retained and/or not alienated and/or not agreed to be alienated by them;
- 4.7. **“Apartment Unit”** shall mean any residential Apartment (including the bathrooms, balcony, if any, Open Terrace, if any, and servants’ quarter, if any, appurtenant thereto) and/or any other covered space in the Building which is capable of being exclusively owned, used and enjoyed by any Apartment Owner together with the Car Parking Spaces and the right to use and enjoy in common the Common Areas and Facilities mentioned in **Schedule C**;
- 4.8. **“Architect(s)”** shall mean such architect or firm of architects whom the Promoter has appointed and/or may, from time to time appoint as the architect(s) for the Project;
- 4.9. **“Association”** shall mean the Association to be formed under the West Bengal Apartment Ownership Act, 1972 for the Project which would include as its members, the Vendors and the representatives of all the buyers of all Apartments and which shall be formed or incorporated for the Common Purposes with such rules and regulations as shall be framed by the Promoter;
- 4.10. **“Building”** shall mean the new building comprising of residential Apartments, Car Parking Spaces and Common Areas and Facilities 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;

- 4.11. **“Built-Up Area”** in relation to an Apartment shall mean the plinth area of that Apartment (including the area of bathrooms, balcony, if any, servants’ quarter, if any, but excluding the area of the 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 then 1/2 (one-half) of the area under such wall, column or pillar shall be included in such Apartment;
- 4.12. **“Carpet Area”** shall have the meaning as ascribed to it under the Act;
- 4.13. **“Car Parking Spaces”** shall mean the spaces that has been allotted by the Promoter without any consideration in the (i) open parking on the ground level, (ii) covered parking on the ground floor and (iii) podium car parking for being used for parking of cars only;
- 4.14. **“Common Areas and Facilities”** shall mean the common areas and facilities mentioned in **Schedule C** hereto which shall be used and enjoyed in common by the Apartment Owners of the Apartments;
- 4.15. **“Common Expenses”** shall mean all costs and expenses for the management, maintenance and upkeep of the Building, the Common Areas and Facilities and the expenses for Common Purposes including those mentioned in **Part IV of Schedule E**;
- 4.16. **“Common Purposes”** shall include the purpose of maintaining and managing the Premises, the Building, the Common Areas and Facilities, 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 Apartments exclusively and the Common Areas and Facilities in common;
- 4.17. **“Common Roof Area”** shall mean only the specified 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 and Facilities provided however that the Lounge with Toilet and Open Terrace on the 33rd Floor shall not form part of the Common Areas and Facilities under any circumstance whatsoever;
- 4.18. **“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, renew, extend, revise and/or regularise the Plans;
- 4.19. **“Date of Commencement of Liability”** shall mean the date of grant of the Completion/Occupancy Certificate by the Corporation;

- 4.20. **“Date of Possession”** shall mean the date of hand over of the possession of the said Apartment to the Purchaser or the date of this Deed whichever is earlier;
- 4.21. **“Development Agreement”** shall mean and include the agreements and documents executed from time to time by and between the Owners and the Promoter relating to the development of the Premises including the Development Agreement dated 5th August, 2025 registered at the office of the District Sub Registrar – II, South 24-Parganas in Book No. I, Volume No. 1602-2025, Pages 491881 to 491928, Being No. 160211473 for the year 2025 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, supplementary letters, etc.;
- 4.22. **“Maintenance Agency”** shall mean the Promoter itself or any agency appointed by the Promoter for the Common Purposes and shall mean the Association after it is handed over the maintenance of the Building and Common Areas and Facilities;
- 4.23. **“Maintenance Charges”** shall mean the proportionate amount of Common Expenses payable monthly by the Purchaser to the Maintenance Agency;
- 4.24. **“Open Terrace”** shall mean the open terrace(s) attached and/or appurtenant to only certain Apartments on certain floors of the Building, each open terrace having access from a particular Apartment only and meant to be owned, used and enjoyed exclusively by the owner of such particular Apartment only;
- 4.25. **“Owners’ Area”** shall mean the areas to which the Owners are entitled to under the Development Agreement;
- 4.26. **“Plan/Plans”** shall mean the plans of the Building which have been sanctioned and approved by the Corporation bearing Building Permit No. 2023070219 dated 21st February, 2024 in supersession of earlier Building Permit No. 2011070104 dated 29th June, 2011 for construction of the Building on the said Land and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architect(s) as also all variations / modifications / alterations / changes therein that may be made, if any, as well as all regularizations, revisions, renewals and extensions, if any;
- 4.27. **“Power of Attorney”** shall mean and include all powers and authorities executed and/or granted by the Owners in favour of the Promoter from time to time relating to development of the Premises including the Power of Attorney dated 5th August, 2025 registered at the office of the District Sub- Registrar II, South 24 Parganas in Book No. I, Volume No. 1602-2025, Pages

491929 to 491953, Being No. 160211492 for the year 2025 and shall also include all modifications, alterations and changes, if any, made and/or that may be made therein from time to time;

- 4.28. **“Premises”** shall mean the said Land described in **Schedule B** hereto measuring 4287.00 square meters (equivalent to 46145 square feet), be the same a little more or less, together with the buildings and structures originally constructed thereon situate, lying at and being Premises No. 37, Ballygunge Park in the town of Kolkata, Police Station Karaya, within the limits of Ward No. 65 of the Kolkata Municipal Corporation, District South 24 Parganas and shall also include, wherever the context permits, the constructions thereon from time to time including the Building as also the Common Areas and Facilities constructed thereon;
- 4.29. **“Project”** shall mean the development and construction at the Premises or such portions thereof as may be made by the Promoter from time to time and shall include the Building (including Additional/Further Constructions) as also the Common Areas and Facilities constructed thereon;
- 4.30. **“Promoter’s Area”** shall mean the areas to which the Promoter is entitled to under the Development Agreement;
- 4.31. **“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 Building;
- 4.32. **“Regulations”** means the Regulations that may be made under The Real Estate (Regulation and Development) Act, 2016 applicable to West Bengal;
- 4.33. **“Rules”** means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- 4.34. **“Said Apartment”** shall mean the Apartment together with the Open Terrace, if any, described in **Part I** of **Schedule G** hereto;
- 4.35. **“Said Apartment Unit”** shall mean the said Apartment, the said Car Parking Space, (if any) and the right to use and enjoy the Common Areas and Facilities mentioned in **Schedule C** in common with other Apartment Owners and the Vendors;
- 4.36. **“Said Land”** shall mean the land measuring 4287.00 square meters (equivalent to 46145 square feet), be the same a little more or less, comprised in the Premises which is morefully described in **Schedule B**;
- 4.37. **“Said Car Parking Space”** shall mean the space to park medium sized car(s), if any, without any consideration, appurtenant to the said Apartment described in **Part-II** of **Schedule G** hereto;

- 4.38. “**Section**” means a section of the Act;
- 4.39. “**Sinking Fund**” shall mean the Fund comprising of the amounts paid / deposited and/or contributed by each Apartment Owner, including the Purchaser herein, towards sinking fund which shall be ultimately held by the Maintenance Agency for the purpose of major repairs, replacements and additions to the Common Areas and Facilities and other contingencies;
- 4.40. “**Super Built-Up Area**” shall mean the agreed notional area in respect of any Apartment that shall be applicable for the purpose of calculation of the recurring liabilities of the Apartment Owners including for corporation and property taxes, common expenses, maintenance charges, Additional Liabilities, Deposits, etc.;
- 4.41. “**Masculine Gender**” including the pronouns referring thereto shall include the **feminine** and **neuter** gender and vice versa and “**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. 37, Ballygunge Park, Police Station Karaya, Kolkata – 700 019, within the limits of Ward No. 65 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 Owners are the absolute lawful owners of the said Land described in **Schedule B**. The devolution of title in favour of the Owners are mentioned in **Schedule A** hereto.
- 6.2. The said Land is mutated in the names of the Owners in the records of the Kolkata Municipal Corporation.
- 6.3. The Owners and the Promoter have entered into the Development Agreement dated 5th August, 2025 registered at the office of the District Sub Registrar – II, South 24 Parganas in Book No. I, Volume No. 1602-2025, Pages 491881 to 491928, Being No. 160211473 for the year 2025 for the development of the said Land and pursuant to the same the Owners have executed the Power of Attorney dated 5th August, 2025 registered at the office of the District Sub Registrar – II, South 24 Parganas in Book No. I, Volume No. 1602-2025, Pages

491929 to 491953, Being No. 160211492 for the year 2025 in favour of the Promoter and its authorised representative.

- 6.4. The said Land is earmarked for the purpose of constructing and completing multi-storied building and the Project has been named “**EMORA**”.
- 6.5. 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/Occupancy Certificate dated _____ has been issued by the Corporation.
- 6.6. The Project has been registered under the Real Estate (Regulation and Development) Act, 2016 with the West Bengal Real Estate Regulatory Authority at WB RERA Office, Kolkata on _____ under Registration No. _____.
- 6.7. By and under the Agreement, it was agreed that the said Apartment Unit would be sold, conveyed and transferred by the Vendors to the Purchaser at and for the Agreed Consideration/Total Price of Rs. _____/- (Rupees _____ only) on the terms and conditions contained therein. In the Agreement, Carpet Area of _____ square feet was mentioned in respect of the said Apartment, Built up Area of _____ square feet and corresponding Super Built-up area of _____ square feet was mutually agreed and accepted by the parties. Upon construction, the said Apartment contains Carpet Area of _____ square feet and Built up Area of _____ square feet and the parties have mutually agreed and accepted Super Built-up area of _____ square feet corresponding to the same. Accordingly, due to the increase in Carpet Area, the consideration of Rs. _____/- mentioned in the Agreement has been proportionately increased to Rs. _____/- (Rupees _____ only). Accordingly, the said Apartment Unit is more fully and particularly mentioned and described in **Schedule G** hereto with the aforesaid change of final increased measurement.
- 6.8. The said Apartment Unit is comprised in the _____ Area and accordingly, the Total Price/Agreed Consideration has been paid to the _____. The Additional Liabilities and Deposits mentioned in the Agreement have been paid to the Promoter.
- 6.9. Notwithstanding anything to the contrary contained elsewhere, it is clarified that at the request of the Purchaser, the Promoter has constructed and completed the said Apartment in bare condition and the Promoter was not required to provide any flooring other than plain cement floor or to plaster the inside walls of the said Apartment or to

provide any electrical wiring, fittings or switches except external electrical wiring upto the Distribution Box at the entrance of the said Apartment or to provide any sanitary fittings or fixtures in the bathrooms or kitchen or to make any counter slab in the kitchen or to do any other works required for finishing the said Apartment or to provide any water pipelines except external water pipelines complete upto and outside the said Apartment (collectively “**Internal Finishing**”). The Internal Finishing has been / shall be done by the Purchaser at the Purchaser’s own costs. The Agreed Consideration/Total Price does not include the costs of Internal Finishing which has been paid / is payable by the Purchaser directly to other entities, in addition to payment of the Agreed Consideration/Total Price to the Promoter.

- 6.10. The Purchaser confirms that after independently examining and verifying or causing independent examination and verification and being thoroughly satisfied about the ownership and title of the Owners in respect of the said Land and the documents relating thereto, the right, interest and entitlement of the Promoter as the developer in respect of the said Land, the Plans sanctioned by the Corporation and the necessary approvals and permissions including the Completion/Occupancy Certificate dated _____ and after inspection of the said Apartment Unit and the Building including the Common Areas and Facilities and being thoroughly satisfied about the actual constructions (including the quality and specifications thereof, the Carpet Area, Built-Up Area and mutually agreed Super Built-up Area of the said Apartment Unit, the location and size of the said Car Parking Space, the workmanship, the quality of materials used, the structural stability and the construction of the Building, the Common Areas and Facilities and the said Apartment), the Purchaser has taken possession of the said Apartment Unit and is completing the purchase of the said Apartment Unit pursuant to the Agreement between the Vendors and the Purchaser. Prior to execution of this Deed, the Purchaser has made payment of the Agreed Consideration/Total Price, the Additional Liabilities and Deposits mentioned in the Agreement to the Promoter. The Purchaser undertakes and covenants not to raise henceforth any objection or make any requisition regarding any of the above matter/issues and also waives and disclaims all claims and rights, if any, to do so. The Purchaser declares and confirms that the construction of the Building including the said Apartment Unit and the Common Areas and Facilities 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 by the Purchaser and that the Vendors have complied with all their obligations including those under the Act and that the Purchaser has no complaint or claim whatsoever against the Vendors or any of them on any account whatsoever and the Purchaser also waives and disclaims all claims and

rights, if any.

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 contained in this Deed including those mentioned below.

7.1.1. In consideration of the Purchaser having paid the Agreed Consideration mentioned in **Schedule-F**, the Owners and the Promoter, to the extent of their respective entitlements, do hereby sell, convey, grant and/or transfer to the Purchaser the following:

- (a) The Apartment described in **Part-I of Schedule-G (said Apartment)**.
- (b) -Space allotted to park medium sized car(s), without any consideration, in the said Car Parking Space described in **Part-II of Schedule-G (said Car Parking Space)**.
- (c) Right to use and enjoy the Common Areas and Facilities described in **Schedule-C** hereto in common subject to making timely payment of the Maintenance Charges, corporation and property taxes and other liabilities and charges as applicable and subject to the rights and entitlements of common use and enjoyment of the Vendors, other Apartment Owners and/or occupiers of the other portions of the Building, maintenance staff, etc. in respect of the same and without causing any inconvenience or hindrance to them.

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. Notwithstanding anything to the contrary contained elsewhere it is hereby expressly agreed that the Agreed Consideration has been mutually agreed upon on the basis of the Carpet Area of the said Apartment and that the amounts of the Additional Liabilities and Deposits mentioned in the Agreement have been mutually agreed upon between the parties. It is clarified that the Super Built-up Area is a notional area for calculation of Maintenance Charges, Common Expenses, etc. and has no connection with the Agreed Consideration mentioned in the Agreement and that any variation in the Super Built-up Area due to variation in the Proportionate share shall not affect the Agreed Consideration and/or the Additional Liabilities and Deposits mentioned in the Agreement 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 and/or the Additional Liabilities and Deposits mentioned in the Agreement paid by

the Purchaser on the ground of or by reason of any variation of the Super Built-up Area due to variation in the Proportionate share.

7.1.3. Neither any of the following is intended to be transferred nor the same is being transferred in favour of the Purchaser:

- (i) open and covered spaces in the Building and the said Land that are not included in the Common Areas and Facilities mentioned in **Schedule C**,
- (ii) Roof of the Building at the Premises excluding the Common Roof Area,
- (iii) other Apartments and Car Parking Spaces in the Building and/or the Premises,
- (iv) Open Terraces attached and/or appurtenant to other Apartments,
- (v) Lounge with Toilet and Open Terrace on the 33rd Floor and
- (vi) right of further construction on any part of the open land/space comprised in the said Land or raising of any additional floor/storey/construction on the roof of the Building including the Common Roof Area.

The Purchaser shall have no right, title, interest, claim or entitlement whatsoever in respect of any of the above and the Promoter shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same and/or any rights therein in any manner whatsoever to any person or entity on such terms and conditions and for such consideration as may be thought fit and proper by the Promoter in its 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.

7.1.4. Notwithstanding anything to the contrary contained elsewhere, it is clarified that the Vendors shall continue to be entitled to use and utilise all the Common Areas and Facilities 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 entitlement of the Purchaser in respect of the Common Areas and Facilities 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 and/or any Additional/Further Constructions shall not affect the Agreed

Consideration/Total Price, Additional Liabilities and Deposits 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, Additional Liabilities and Deposits paid by the Purchaser on the ground of or by reason of any variation and/or any Additional/Further Constructions.

- 7.1.7. The Promoter shall be entitled at all times to install, display and maintain its name, brand and/or logo on the roof (including the Common Roof Area) of the Building and boundary walls 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, and no one including the Purchaser, other Apartment Owners and the Association shall be entitled to object or to hinder the same in any manner whatsoever. The Promoter and its agents shall be entitled to have unhindered access to the roof (including Common Roof Area) and boundary walls of the Building and/or other areas in the Building and/or the Premises for maintenance, repairs, replacement, etc. of its hoardings, display signs, neon signs, lighted displays, etc. and the Purchaser hereby consents to the same and no one including the Purchaser, other Apartment Owners and the Association shall be entitled to object or to hinder such access in any manner whatsoever. No one including the Purchaser, other Apartment Owners and the Association shall have any right to remove, change, alter and/or damage the name and/or brand and/or logo installed and/or displayed and/or maintained by the Promoter.
- 7.1.8. The Promoter may permit and/or grant rights to any Apartment Owner and/or outside/third parties against payment of consideration/charges to the Promoter for setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems on the Common Areas and Facilities of the Building and/or on the roof of the Building including the Common Roof Area and no one including the Purchaser, other Apartment Owners, the Association or any other entity shall be entitled to object to or hinder the same in any manner whatsoever.
- 7.1.9. The Purchaser shall be entitled to occupy, possess, use and enjoy the said Apartment Unit in the manner not inconsistent with the Purchaser's 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.
- 7.1.10. Only the Common Roof Area shall be meant for common use and form part of Common Areas and Facilities. The Common Roof Area includes the areas of the lift machine room and the water tank and shall be used for any common installations and facilities as may be necessary from time to time as also for fire refuge area on the roof, if required. The Common Roof Area

shall be maintained by the Maintenance Agency and costs of the same shall form part of the Common Expenses. Antenna may be installed only on the portion of the Common Roof Area above the lift machine room and the water tank.

- 7.1.11. The Purchaser has irrevocably consented and/or hereby irrevocably consents that the Vendors shall be entitled to make in future Additional/Further Constructions by way of additional/further construction in the Premises including by raising of any additional floor/storey/construction over the roof of the Building (including the Common Roof Area) and/or by way of construction of additional buildings/structures in the open land/spaces in the Premises and shall at 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 Facilities and such future Additional/Further Constructions/ exploitation shall belong exclusively to the Vendors who shall be entitled to sell, transfer, convey and/or otherwise deal with and dispose of the same in any manner whatsoever and appropriate all considerations and other amounts receivable in respect thereof. For the aforesaid purpose the Vendors are entitled to shift any part of the Common Areas and Facilities (including common areas and installations, lift machine rooms, water tanks, etc. and the Common Roof Area) to the ultimate roof and also to make available the Common Areas and Facilities and all utility connections and facilities to the Additional/Further Constructions. The Vendors shall, if required, be entitled to obtain necessary permission / sanction from the concerned authorities regarding the above or get the same regularized/approved on the basis that the Vendors have an irrevocable sole right in respect of the same and the Purchaser has irrevocably consented and/or hereby irrevocably consents to the same. It is agreed that such modifications, additions and/or alterations shall not affect the Agreed Consideration / Total Price and that the total quantum of Common Areas and Facilities mentioned in **Schedule C** shall not be reduced to the detriment of the Purchaser.
- 7.1.12. Besides the additions and alterations permissible under the Act and/or the Rules, the Purchaser has irrevocably consented to and/or hereby irrevocably consents that the Promoter may make modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the Building, the Common Areas and Facilities and/or its layout as may be deemed necessary by the Promoter and/or as may be advised by the Architects and/or as may be required by any authority including the Corporation and the same is and shall be deemed to be the previous written consent under the Act. Prior to the booking of the said Apartment Unit, the Purchaser had been informed and made aware that the Common Areas and Facilities and its location and layout may undergo changes and/or modifications and the Purchaser has consented to and/or hereby consents to the same and this is and shall be deemed to be the previous written consent of the Purchaser in terms of the Act. It is agreed that such modifications, additions and/or alterations shall not affect the Total

Price and that the total quantum of Common Areas and Facilities mentioned in **Schedule C** shall not be reduced to the detriment of the Purchaser.

- 7.1.13. The Promoter either itself and/or through any other third party shall be free to purchase/develop land contiguous/adjacent/adjoining to and/or accessible from the said Land and/or the Premises (“the Adjacent Property”) with any other persons and in such an event the owners/occupants/residents of the Adjacent Property may be permitted by the Promoter to use the drive ways, pathways and passages in the Premises and the said Land for access to the Adjacent Property as also use the Common Areas and Facilities as also use of the Club Facilities (defined below) on such terms and conditions as the Promoter may decide. The Purchaser has consented to and/or hereby irrevocably consents to the above and no further consent shall be necessary in future. It is clarified that the possibility of the Promoter developing the Adjacent Property is not an obligation or commitment of the Promoter towards anyone including the Owners and the Purchaser but is a right and/or entitlement which may be exercised by the Promoter at its sole option and discretion.
- 7.1.14. Notwithstanding anything to the contrary contained elsewhere in this Agreement or otherwise it is hereby expressly agreed and made clear that the Lounge with Toilet and Open Terrace on the 33rd Floor shall belong exclusively to the Promoter who shall be entitled to use and/or deal with and dispose of the same in any manner and the same shall not form part of the Common Areas and Facilities under any circumstance whatsoever.
- 7.1.15. Notwithstanding anything to the contrary contained elsewhere it is hereby made clear that any area not included in the Common Areas and Facilities that remains unsold shall belong exclusively to the Vendors who shall be entitled to deal with and dispose of the same in any manner they deem fit and appropriate the consideration for the same.
- 7.1.16. 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.
- 7.1.17. If at anytime there be demand, imposition of or enhancement of any tax, duty, levy, cess, surcharge or fee (including Goods & Services Tax) under any statute or regulation on the 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 the Owners or the Purchaser) the same shall be borne and paid by the Purchaser, wholly in respect of the said Apartment Unit and proportionately in respect of the Premises, the Building and the Common Areas and Facilities, without raising any objection thereto. The Promoter and/or the Owners shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Purchaser shall make such

payment within 7 (seven) days of demand being made by the Promoter and/or the Owners and/or the concerned authority. It is expressly agreed that the same shall be the liability of the Purchaser. The Promoter and/or the Owners shall be entitled to recover the same from the Purchaser if any such payment is made by the Promoter and/or the Owners for any reason.

- 7.1.18. 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 al 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.
- 7.1.19. The Purchaser shall be entitled To Have And To Hold the said Apartment Unit hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever in the manner not inconsistent with the rights of the Purchaser hereunder and subject to the Purchaser not committing any breach, default or violation and subject to the Purchaser not creating any hindrance relating to the rights and/or entitlements of any other Apartment Owner and/or the Vendors.
- 7.1.20. 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.
- 7.1.21. Notwithstanding anything to the contrary contained elsewhere in this Deed or otherwise it is hereby expressly agreed and made clear as follows:
 - (a) The Car Parking Spaces sanctioned by the Corporation are meant to be used only for parking cars by the Apartment Owners of this Project only.
 - (b) The total number of Car Parking Spaces in the Project exceeds the total number of Apartments in the Project. The sizes of the Apartments are different and the car parking space requirement of the Apartment Owners also varies.
 - (c) For the sake of certainty and clarity and to avoid any confusion, specified car parking spaces are being earmarked and allotted along with specified Apartments so that the same cars are parked in the same space every day.
 - (d) Accordingly, at the request of the Purchaser, the Promoter has allotted the said Car Parking Space, if any, mentioned in **Part II** of **Schedule G** for exclusive use by the Purchaser.

- (e) All un-allotted car parking spaces shall be identified/demarcated and retained by the Vendors for allotment of the same for the consideration and in the manner deemed fit and proper by the Vendors.
- (f) Any scheme of numbering of Car Parking Spaces will be subject to revision as per the discretion of the Promoter and the revised parking number shall be intimated to the Purchaser upon such revision.
- (g) It is expressly made clear that only right of use is being granted in respect of the said Car Parking Space, if any, mentioned in **Part II of Schedule G** and no sale is being made.
- (h) The Purchaser agrees and undertakes not to raise any dispute or objection regarding the allotment of the Car Parking Spaces made by the Promoter to the other Apartment Owners of the other Apartments and agrees and undertakes not to disturb the use of the allotted Car Parking Spaces by the other Apartment Owners of the other Apartments.
- (i) The Purchaser agrees and undertakes that the Purchaser shall not permit the Association to alter or change the allocation of Car Parking Spaces in the manner allocated by the Promoter to the Apartment Owners (including the Purchaser herein) of the Apartments in the Building.
- (j) The Car Parking Space/s have to be earmarked to the Apartment Owners for facilitating the smooth functioning and use of Car Parking Space/s. In the absence of such earmarking of Car Parking Space/s, the use of the Car Parking Space/s would result in disharmony and periodical disputes amongst the Apartment Owners and/or occupant/s of the Apartments. In view of the same the Purchaser has irrevocably authorized the Promoter to earmark Car Parking Space/s for the Purchaser at its discretion in the mutual interest. The Purchaser further declares that the Purchaser shall be bound by such earmarking of Car Parking Space/s and will not question the authority of the Promoter in doing so and further desist from making any issue or claims in respect thereto.

7.1.22. It is clarified that the Promoter shall hand over the Common Areas and Facilities after completion of the Project to the Association after duly obtaining the Full Completion/Occupancy Certificate from the Corporation as provided in the Act. The Purchaser is aware that under Sections 11(4)(f) and 17 of the Real Estate (Regulation and Development) Act, 2016 the Promoter is required to transfer undivided proportionate title in the Common Areas and Facilities to the Association. However, the Total Price payable by the Purchaser includes the price of the undivided proportionate title in the Common Areas and Facilities and no consideration for transfer of undivided proportionate title in the Common Areas and Facilities shall be paid by the Association. Under the circumstances, beneficial ownership/ right in respect of undivided proportionate title in the Common Areas and Facilities is deemed to be transferred to the Purchaser under this Deed of Conveyance being executed and registered in favour of the Purchaser in respect of the said Apartment Unit while a formal Deed of Transfer shall be executed and registered in favour of the Association for formal transfer of undivided proportionate title in the Common Areas and Facilities including the said Land to the Association as

mentioned below. It is clarified that the Vendors shall upon receipt of a written request from the Association (upon handover of maintenance) execute a Deed of Transfer for transfer of undivided proportionate title in the Common Areas and Facilities including the said Land in favour of the Association in the manner agreed upon. Such Deed of Transfer shall be prepared and finalized by the Promoter and shall be subject to the reservations and/or rights of the Promoter including under the several Agreements for Sale and the several Deeds of Conveyance to be executed in favour of the Apartment Owners as also subject to the allotment of the Car Parking Spaces to be made by the Promoter in favour of the Apartment Owners. All expenses and outgoings for preparation and registration of such Deed of Transfer including stamp duty, registration fees, legal fees, incidental expenses, etc. shall be paid by the Association and/or the Apartment Owners including the Purchaser without any amount being required to be contributed by the Vendors. The Purchaser agrees, undertakes and covenants to make timely payment of his share of such expenses and outgoings within 7 (seven) days of demand.

- 7.1.23. The Vendors shall be entitled to sell the Apartment Units in the said Land and the Premises on such terms and conditions as the Vendors may deem fit and proper from time to time and which may be at variance with the terms and conditions applicable to the Apartment Units in general and to the Purchaser in particular.
- 7.1.24. The said Open Terrace, if any, mentioned in **Part-I of Schedule G** hereto, shall have exclusive access from and be attached and appurtenant only to the said Apartment and shall be exclusively occupied and used by the Purchaser for the purpose of private terrace only. The Purchaser shall not be entitled to use the same for any other purpose or to make any construction thereon or to cover the same in any manner. The Purchaser shall however be entitled to beautify and landscape the same provided however the same must always be fully open to sky without any covering, temporary or permanent. Further the Open Terrace cannot be enclosed by grills save and except the railing provided by the Promoter. The said Open Terrace shall form an integral part of the said Apartment Unit and shall be transferable only as a part of the same and not independently or in any other manner.
- 7.1.25. The Purchaser confirms that he has agreed to purchase the said Apartment Unit with full knowledge that he would have no right, title, interest, claim or entitlement whatsoever in respect of Open Terraces attached and/or appurtenant to other Apartments which shall be exclusively occupied and used by the respective Apartment Owners and occupants thereof.
- 7.1.26. It is agreed that the Project is an independent self-contained Project covering the said Land and is not a part of any other previous project or zone and shall not form a part of and/or linked/combined with any other previous project in its vicinity or otherwise. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of all the present and future

Apartment Owners of the Project.

- 7.1.27. The Common Areas and Facilities mentioned in **Schedule C** and located within the Project, shall be ear-marked for purposes such as facilities and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, fire-fighting pumps and equipments etc. and other permitted uses as per sanctioned plans if mentioned therein. The Purchaser shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the Association formed for rendering maintenance services.
- 7.1.28. It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Apartment Unit and the Project shall equally be applicable to and enforceable against any subsequent transferee of the said Apartment Unit, in case of a transfer that is validly made, as the said obligations go along with the said Apartment Unit for all intents and purposes.
- 7.1.29. The obligations and covenants of the Purchaser in respect of the user, maintenance and enjoyment of the said Apartment Unit, the Common Areas and Facilities, the Building and the Premises including payment of Maintenance Charges, electricity charges, corporation and property taxes and other taxes and other outgoings are more fully specified in Clause 7.3 and Schedule E and the same shall be binding on the Purchaser. It is expressly made clear that from the Date of Commencement of Liability all costs, expenses and outgoings in respect of the said Apartment Unit including for Maintenance Charges, electricity charges, corporation and property taxes and other outgoings, charges, rates, taxes, levies, cess, deposits including security deposits or assessments pertaining to the said Apartment Unit, shall become payable by the Purchaser notwithstanding anything to the contrary contained in Clause 7.3 or elsewhere in this Deed. Such liability shall continue till the same is paid by the Purchaser.

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

agreed upon;

(d) 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.

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

7.2.3. 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 out goings including, but not limited to corporation and property taxes, 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 Apartments 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 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 6.10** herein before;

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

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

(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, 7.1.8, 7.1.11, 7.1.12, 7.1.13, 7.1.14, 7.1.15, 7.1.16, 7.1.17, 7.1.18, 7.1.21, 7.1.22 and 7.1.23;

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

(k) apply for mutation to the Corporation within 30 days of the Date of Possession or within 30 days from the date of this Deed, whichever is earlier, 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 Promoter has already provided the Purchaser with a copy of the Completion/Occupancy 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;

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

(n) compensate any income tax liability that may become payable by the Vendors due to there being any difference between the market valuation of the said Apartment Unit as per the registration authorities and the Agreed Consideration/Total Price paid by the Purchaser by making payment to the Vendors the agreed compensation equivalent to such income tax liability on such difference at the highest applicable tax rate at the prevailing time and any interest and/or penalty in respect thereof and such payment shall be made by the Purchaser within 7 (seven) days of demand by the Vendors and such liability and obligation shall continue even after handing over of possession and/or execution and registration of this Deed of Conveyance.

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 has entered into the Agreement and is executing this Deed of Conveyance for purchase of the said Apartment Unit with full knowledge and understanding of all laws, rules, regulations, notifications, etc. applicable to the Project. The Purchaser agrees covenants and undertakes to comply with and carry out from time to time on and from the Date of Possession, all the requirements, requisitions, demands and repairs which are required by any competent authority at his own costs. The Purchaser declares and confirms that all payments made by him under the Agreement and /or this Deed of Conveyance have been made in accordance with all applicable laws including, if the Purchaser is resident outside India, the Foreign Exchange Management Act, 1999, the Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and has filed necessary declarations, documents, permission, approvals, etc. The Purchaser shall be solely liable in the event of any failure or non-compliance and the Vendors shall have no responsibility or liability and the Purchaser shall keep the Vendors fully indemnified and harmless in this regard.

7.3.4. With effect from the Date of Possession, the Purchaser shall be deemed to have fully satisfied himself in all respects including the Plans, the construction and the quality, specifications and workmanship thereof, the carpet area and built-up area and mutually agreed super built-up

area, the quality of materials used, the structural stability and completion of the Building, the Common Areas and Facilities, the said Apartment Unit, etc. and shall not thereafter be entitled to raise any objection or dispute or make any claim regarding the same.

- 7.3.5. The Purchaser shall pay the corporation and property taxes in respect of the said Apartment Unit from the Date of Commencement of Liability. Other liabilities payable by the Purchaser under this Deed or otherwise in respect of the said Apartment Unit including Maintenance Charges, other impositions, electricity charges, outgoings and expenses etc. shall be paid by the Purchaser with effect from the Date of Commencement of Liability. In case the Purchaser was granted access to the said Apartment for interior and furniture works prior to the Date of Commencement of Liability then the electricity charges and the cleaning charges shall be paid by the Purchaser with effect from the date the Purchaser was granted access to the said Apartment for interior and furniture works.
- 7.3.6. The Purchaser shall be solely responsible to maintain the said Apartment Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said Apartment Unit or the Common Areas and Facilities which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment Unit and shall keep at his/her own cost the said Apartment Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter, etc. of the Building is not in any way damaged or jeopardized.
- 7.3.7. The Purchaser undertakes, assures and guarantees that he/she would not put any sign-board /name-plate, neon light, publicity material or advertisement material, etc. on the face facade of the Building or anywhere on the exterior of the Premises, the Building therein or the Common Areas and Facilities. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the said Apartment Unit or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove or damage any wall including the outer and load bearing wall of the said Apartment Unit.
- 7.3.8. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or Maintenance Agency.

- 7.3.9. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions mentioned in clauses 7.3.6 to 7.3.8.
- 7.3.10. The Purchaser agrees, covenants and undertakes to observe and comply with the covenants and/or house rules mentioned in **Schedule E** and shall be liable and responsible for all losses and damages arising in case of default, violation and/or breach of any of them. The Purchaser hereby undertakes that he shall comply with and carry out from time to time after he has taken over possession of the said Apartment Unit, all the requirements, requisitions, demands and repairs which are required by any competent authority at his own costs and expenses.

7.4. **Completion of Construction and Possession:**

- 7.4.1. The Completion/Occupancy 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 Unit to his full satisfaction after inspection and fully satisfying himself in all respects including the Plans sanctioned by the Corporation, the actual construction of the Building, the Common Areas and Facilities and the said Apartment Unit made by the Promoter (including the quality and specifications thereof, the Carpet Area, the Built-Up Area and the mutually agreed Super Built Up area of the said Apartment Unit, the workmanship, specifications, quality of materials used and the structural stability of the Building) and confirms that the Vendors have complied with all their obligations including those under the Act and that the Purchaser has no claim of whatsoever nature against the Vendors or any of them on any account whatsoever. 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. On and from the Date of Possession, the Purchaser is responsible for the internal security of the said Apartment and all articles, things, materials, 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

(Devolution of Title)

- A. One Surendra Nath Law was the absolute owner and fully seized and possessed of several immovable properties including Premises no. 37, Ballygunge Park, Kolkata.
- B. The said Surendra Nath Law died leaving behind his Last Will dated 20th July, 1935. Under the said Will the widow of Surendra Nath Law would administer his estate and enjoy income from it and after her death, one-half of the Estate would be made over to Surendra Nath Law's son Tulsi Charan Law for his sole and absolute use and benefit and the remaining one-half share of the Estate would be held for the benefit of Surendra Nath Law's other son Radha Charan Law and his branch.
- C. A suit being O. S. Suit no. 878 of 1956 (Mihir Kumar Law –Vs-Radha Charan Law and others; In the goods of Surendra Nath Law deceased) was filed in the Hon'ble High Court at Calcutta regarding the Will of Kumar Surendra Nath Law. In the aforesaid legal proceeding, a decree dated 15th September, 1958 was passed whereunder several properties including premises no. 37, Ballygunge Park was allotted absolutely to Tulsi Charan Law.
- D. By virtue of the aforesaid Tulsi Charan Law became the absolute lawful owner of the said premises no. 37, Ballygunge Park, Kolkata.
- E. The said Tulsi Charan Law died on 6th January, 1962 leaving behind his widow Smt. Mahamaya Dasi, six sons and four daughters. Under the last Will and Testament dated 20th December, 1956 of Tulsi Charan Law all his movable and immovable properties were bequeathed in favour of his six sons and his wife Smt. Mahamaya Dasi who was given a life interest and after her death her share would belong to the six sons and/or their heirs. No Executor was named in the said Last Will of Tulsi Charan Law. An application was accordingly made to the Hon'ble High Court at Calcutta by his widow Smt. Mahamaya Dasi and three of her sons for grant of Letters of Administration to the Estate of Tulsi Charan Law which included premises no. 37, Ballygunge Park, Kolkata.
- F. The last Will and Testament dated 20th December, 1956 of Tulsi Charan Law was challenged by one of his daughters Smt. Tara Sundari Auddy. From time to time various orders were passed by the Hon'ble High Court at Calcutta and the Hon'ble Supreme Court of India in the said proceeding and/or in the appeals arising therefrom. In terms of the order of the Hon'ble Supreme Court of India, Smt. Mahamaya Dasi was appointed as the Administratrix Pendente Lite to the Estate of her husband Tulsi Charan Law.
- G. During the long drawn legal proceedings, the said Smt. Tara Sundari Auddy

and also two sons of Tulsi Charan Law being Ajit Kumar Law and Ranjit Kumar Law died and the surviving sons and daughters also became old and were keeping indifferent health. The Hon'ble Supreme Court expressed its view that it would be in the interest of all the parties to settle the disputes amicably. In consonance with the said view, all the concerned parties arrived at an amicable settlement whereunder the three surviving daughters of Tulsi Charan Law and the legal heirs of his said deceased daughter Smt. Tara Sundari Auddy agreed to receive definite sums of money in full and final settlement of all their claims in respect of the Estate of Tulsi Charan Law and confirmed that no further sum or property whatsoever is receivable by them either from the said Estate and/or from any of the beneficiaries. In terms of the aforesaid settlement the agreed amounts were duly paid to the three surviving daughters of Tulsi Charan Law and the legal heirs of his said deceased daughter Smt. Tara Sundari Auddy out of the funds received from the Promoter herein and receipts were issued by them for the same declaring that they did not have any right, title, interest and/or claim whatsoever in the Estate of Tulsi Charan Law and agreed not to contest the legal proceedings regarding grant of the Letters of Administration.

- H. The declarations and receipts executed by the three surviving daughters of Tulsi Charan Law and the legal heirs of his said deceased daughter Smt. Tara Sundari Auddy were filed in the Hon'ble Supreme Court of India and ultimately an order dated 21st January, 2009 was passed by the Hon'ble Supreme Court disposing all the appeals in terms of the said settlement arrived at and between the parties. The Hon'ble Supreme Court also directed that the prayer for appointment of an Administrator to give effect to the settlement should be considered by the Hon'ble High Court at Calcutta.
- I. In view of the aforesaid settlement and the demise of Smt. Mahamaya Dassi on 27th May, 2006 the following persons became absolutely entitled to the Estate of Tulsi Charan Law:

<u>Name</u>	<u>Share in Estate</u>
(i) Sarat Kumar Law	One sixth
(ii) Biswanath Law	One sixth
(iii) Sankar Law	One sixth
(iv) Sanat Kumar Law	One sixth
(v) Heirs of Late Ranjit Kumar Law (a) Smt. Bansari Law (b) Rajdeep Law (c) Smt. Roshni Dhar	One six th (jointly)
(vi) Heirs of Late Ajit Kumar Law (a) Smt. Rupshi Sona Law (b) Anup Kumar Law (c) Smt. Karabi Roy (d) Smt. Swapna Dey (e) Smt. Anupama Chandra	One six th (jointly)

- J. Subsequent to the aforesaid order of the Hon'ble Supreme Court, an application was filed before the Hon'ble High Court at Calcutta for appointment of Administrator. By an order dated August 4, 2010 passed by the Hon'ble High Court at Calcutta all legal proceedings were disposed of by appointing Anup Kumar Law, Sarat Kumar Law, Smt. Bansari Law, Sanat Kumar Law, Biswanath Kumar Law and Sankar Kumar Law as Joint Administrators. Subsequently upon the death of Shankar Kumar Law, who was one of the Joint Administrators, on 10th August, 2012 his widow Smt. Gouri Law was appointed in his place and stead as a Joint Administrator by an order dated 2nd September, 2013 passed by the Hon'ble High Court at Calcutta. The aforesaid orders were duly agreed to and accepted by all parties concerned and no appeal or other proceedings has been filed against the same.
- K. Prior to her demise, Smt. Mahamaya Dasi in her capacity as the Administratrix Pendente Lite had given Premises no. 37 Ballygunge Park, Kolkata for development to the Promoter herein on the terms and conditions recorded in a Memorandum dated 30th August, 2004 (hereinafter referred to as "the earlier Memorandum") and steps were taken by the Promoter pursuant to the same. A Power of Attorney dated 20th February, 2004 was executed by the said Smt. Mahamaya Dassi in her capacity as the Administratrix Pendente Lite of the Estate in favour of Arvind Kumar Neotia and Vijay Narayan Rathi (being the authorized representatives of the Promoter) which was registered at the office of the Additional Registrar of Assurances III, Kolkata in Book No. IV, Volume No. 13, Pages 173 to 182, Being No. 753 for the year 2004.
- L. As mentioned above, the funds received from the Promoter had been used for making payment of the settlement amounts to the three surviving daughters of Tulsi Charan Law and the legal heirs of his deceased daughter Smt. Tara Sundari Auddy. After the death of Smt. Mahamaya Dassi, the terms and conditions for development were modified mutually by and between the Promoter and all the beneficiaries to the Estate of Tulsi Charan Law deceased and the following two Memoranda modifying the earlier Memorandum were executed in favour of the Promoter for development of Premises no. 37 Ballygunge Park, Kolkata:
- (i) Memorandum dated 14th November, 2009 executed by Sarat Kumar Law, Biswanath Law, Sankar Law, Sanat Kumar Law, Smt. Bansari Law, Rajdeep Law and Smt. Roshni Dhar as beneficiaries to the Estate of Late Tulsi Charan Law collectively having five-sixth share therein (hereinafter referred to as "the Five-Sixth Agreement") in respect of their undivided five-sixth share in the Estate relating to Premises no. 37 Ballygunge Park, Kolkata.
 - (ii) Memorandum dated 30th April, 2010 executed by Smt. Rupshi Sona Law, Anup Kumar Law, Smt. Swapna De, Smt. Karabi Ray and Smt. Anupama Chandra as beneficiaries to the Estate of Late Tulsi Charan

Law collectively having one-sixth share therein (hereinafter referred to as “the One-Sixth Agreement”) in respect of their undivided one-sixth share in the Estate relating to Premises no. 37 Ballygunge Park, Kolkata.

- M. Pursuant to and in terms of the Five-Sixth Agreement, a Power of Attorney dated 14th November, 2009 was executed by the said Sarat Kumar Law, Biswanath Law, Sankar Law, Sanat Kumar Law, Smt. Bansari Law, Rajdeep Law and Smt. Roshni Dhar in favour of Basant Kumar Parakh, Arvind Kumar Neotia and Vijay Narayan Rathi (being the authorized representatives of the Promoter) which was registered at the office of the Additional District Sub- Registrar, Alipore in Book No. IV, CD Volume No. 5, Pages 1949 to 1960, Being No. 01950 for the year 2009. Subsequently another Power of Attorney dated 10th April, 2010 was also executed by the said Sarat Kumar Law, Biswanath Law, Sankar Law, Sanat Kumar Law, Smt. Bansari Law, Rajdeep Law and Smt. Roshni Dhar in favour of Basant Kumar Parakh, Arvind Kumar Neotia and Vijay Narayan Rathi (being the authorized representatives of the Promoter) which was registered at the office of the Additional District Sub- Registrar, Alipore in Book No. IV, CD Volume No. 3, Pages 1354 to 1366, Being No. 00957 for the year 2010. Pursuant to and in terms of the One-Sixth Agreement, a Power of Attorney dated 30th April, 2010 was executed by the said Smt. Rupshi Sona Law, Anup Kumar Law, Smt. Swapna De, Smt. Karabi Ray and Smt. Anupama Chandra in favour of Basant Kumar Parakh, Arvind Kumar Neotia and Vijay Narayan Rathi (being the authorized representatives of the Promoter) which was registered at the office of the Additional District Sub-Registrar, Alipore in Book No. IV, CD Volume No. 3, Pages 3347 to 3357, Being No. 01125 for the year 2010.
- N. Pursuant to and in terms of the Five-Sixth Agreement and the One-Sixth Agreement, the Promoter has taken steps for development of Premises no. 37, Ballygunge Park, Kolkata including making payment of deposits and applying for and obtaining sanction of building plan from the Kolkata Municipal Corporation as also other approvals, consents, sanctions, clearances, permissions, etc. and is carrying out development works.
- O. In view of the aforesaid two Agreements, the settlement and disposal of the legal proceedings and the appointment of Joint Administrators from each of the six branches of the sons of Tulsi Charan Law, it was mutually agreed that each of the aforesaid six branches of the sons of Tulsi Charan Law would be entitled to deal with their respective allocations receivable under the aforesaid two agreements with the consent of the Promoter under the said two Agreements. Accordingly, each of the beneficiaries of the aforesaid six branches of the sons of Tulsi Charan Law became entitled to deal with his/her share and/or entitlement in the said Premises including under the aforesaid agreements without reference to the other beneficiaries but with the prior written consent of the Promoter.

- P. By and under a Deed of Conveyance dated 8th October, 2010 registered at the office of the Additional District Sub-Registrar, Sealdah in Book No. I, CD Volume No. 6, Pages 9789 to 9812, Being No. 03019 for the year 2010 made between the said Smt. Rupshi Sona Law, Anup Kumar Law, Smt. Swapna De, Smt. Karabi Ray and Smt. Anupama Chandra (therein collectively referred to as the Vendors), the said Smt. Rupshi Sona Law and Anup Kumar Law (therein jointly referred to as the Confirming Parties) and Orbit Niketan Private Limited (therein referred to as the Purchaser and being the Owner No. 2 herein) the Vendors therein with prior written consent of the Promoter sold, transferred, conveyed, assigned and assured their undivided 1/6th (one-sixth) share and interest in Premises no. 37 Ballygunge Park, Kolkata unto the Owner No. 2 herein and the Confirming Parties assured and confirmed the same unto the Owner No. 2 herein absolutely and forever and free from all encumbrances, charges, liens, claims, demands, mortgages, leases, licenses, trusts, debutters, prohibitions, restrictions, executions, acquisitions, requisitions, attachments, vestings, alignments, easements, injunctions, court orders, liabilities and lis pendens whatsoever subject to the One-Sixth Agreement with the Promoter and with benefit of the Vendors' entitlements thereunder including in the New Building to be constructed at Premises no. 37 Ballygunge Park, Kolkata.
- Q. By and under a Deed of Conveyance dated 4th March, 2011 registered at the office of the Additional District Sub-Registrar, Sealdah in Book No. I, CD Volume No. 6, Pages 1373 to 1395, Being No. 00548 for the year 2011 made between the said Smt. Bansari Law, Rajdeep Law and Smt. Roshni Law (Dhar) (therein collectively referred to as the Vendors) and Orbit Niketan Private Limited (therein referred to as the Purchaser and being the Owner No. 2 herein) the Vendors therein with prior written consent of the Promoter sold, transferred, conveyed, assigned and assured their undivided 1/6th (one-sixth) share and interest in Premises no. 37 Ballygunge Park, Kolkata unto the Owner No. 2 herein absolutely and forever and free from all encumbrances, charges, liens, claims, demands, mortgages, leases, licenses, trusts, debutters, prohibitions, restrictions, executions, acquisitions, requisitions, attachments, vestings, alignments, easements, injunctions, court orders, liabilities and lis pendens whatsoever subject to the right of the Promoter under the Five-Sixth Agreement and with benefit of the Vendors' entitlements thereunder including in the New Building to be constructed at Premises no. 37 Ballygunge Park, Kolkata.
- R. By and under a Deed of Conveyance dated 17th September, 2011 registered at the office of the District Sub-Registrar III, South 24 Parganas in Book No. I, CD Volume No. 15, Pages 7506 to 7527, Being No. 07395 for the year 2011 made between the said Sanat Kumar Law (therein referred to as the Vendor) and Orbit Niketan Private Limited (therein referred to as the Purchaser and being the Owner No. 2 herein) the Vendor therein with prior written consent of the Promoter sold, transferred, conveyed, assigned and assured his undivided 1/6th (one-sixth) share and interest in Premises no. 37 Ballygunge Park,

Kolkata unto the Owner No. 2 herein absolutely and forever and free from all encumbrances, charges, liens, claims, demands, mortgages, leases, licenses, trusts, debutters, prohibitions, restrictions, executions, acquisitions, requisitions, attachments, vestings, alignments, easements, injunctions, court orders, liabilities and lis pendens whatsoever subject to the Five-Sixth Agreement with the Promoter and with benefit of the Vendor's entitlements thereunder including in the New Building to be constructed at Premises no. 37 Ballygunge Park, Kolkata.

- S. In the aforesaid circumstances, Sarat Kumar Law, Bishwanath Law and Sankar Law, became the absolute lawful owners and entitled to an undivided 1/6th (one-sixth) share and interest each in Premises no. 37 Ballygunge Park, Kolkata subject to the Five-Sixth Agreement with the Promoter and with benefit of their respective entitlements thereunder including in the New Building to be constructed at the said Premises, and Orbit Niketan Private Limited (being the Owner No. 2 herein) became the absolute lawful owner and entitled to an undivided 1/2nd (one-half) share in Premises no. 37 Ballygunge Park, Kolkata subject to the One-Sixth Agreement and the Five-Sixth Agreement with the Promoter and with benefit of their respective entitlements thereunder including in the New Building to be constructed at the said Premises.
- T. The said Sankar Law died intestate on 10th August, 2012 leaving behind his widow Smt. Gouri Law and his daughter Smt. Sudakshina Chowdhury as his only heirs and legal representatives who inherited and became absolutely entitled to his undivided 1/6th share and interest in Premises no. 37 Ballygunge Park, Kolkata subject to the Five-Sixth Agreement with the Promoter and with benefit of their entitlements thereunder including in the New Building to be constructed at the said Premises. The said Smt. Gouri Law and Smt. Sudakshina Chowdhury have executed a Power of Attorney dated 29th August, 2016 in favour of Basant Kumar Parakh, Arvind Kumar Neotia and Vijay Narayan Rathi (being the authorized representatives of the Promoter) which was registered at the office of the District Sub-Registrar III, South 24 Parganas in Book No. I, Volume No. 1603-2016, Pages 127133 to 127154, Being No. 160304210 for the year 2016.
- U. The said Biswanath Law died intestate on 1st September, 2022 leaving behind his widow Smt. Kaberi Law, his son Subhadeep Law and his daughter Sunetra Law as his only heirs and legal representatives who inherited and became absolutely entitled to his undivided 1/6th share and interest in Premises no. 37 Ballygunge Park, Kolkata subject to the Five-Sixth Agreement with the Promoter and with benefit of their entitlements thereunder including in the New Building to be constructed at the said Premises.
- V. Premises no. 37 Ballygunge Park, Kolkata was mutated in the names of the said Sarat Kumar Law, Smt. Kaberi Law, Ms. Sunetra Law, Shubhadeep Law, Smt. Gouri Law, Smt. Sudakshina Chowdhury and Orbit Niketan Private

Limited in the records of the Kolkata Municipal Corporation as the owners thereof.

- W. By and under a Deed of Conveyance dated 29th May, 2025 registered at the office of the District Sub-Registrar – II, South Parganas in Book No. I, Volume No. 1602-2025, Pages 312133 to 312169, Being No. 160207888 for the year 2025 made between the said Sarat Kumar Law (therein referred to as the Vendor) and Orbit Niketan Private Limited (therein referred to as the Purchaser and being the Owner No. 2 herein) the Vendor therein with prior written consent of the Promoter sold, transferred, conveyed, assigned and assured his undivided 1/6th (one-sixth) share and interest in Premises no. 37 Ballygunge Park, Kolkata unto the Owner No. 2 herein absolutely and forever and free from all encumbrances, charges, liens, claims, demands, mortgages, leases, licenses, trusts, debutters, prohibitions, restrictions, executions, acquisitions, requisitions, attachments, vestings, alignments, easements, injunctions, court orders, liabilities and lis pendens whatsoever subject to the Five-Sixth Agreement with the Promoter and with benefit of the Vendor's entitlements thereunder including in the New Building to be constructed at Premises no. 37 Ballygunge Park, Kolkata.
- X. Accordingly, the said Premises no. 37 Ballygunge Park, Kolkata is owned by the following owners whose respective shares are mentioned below subject to the Five-Sixth Agreement and the One Sixth Agreement with the Promoter and with benefit of their respective entitlements thereunder including in the New Building to be constructed at the said Premises:

<u>Name of Owner</u>	<u>Share</u>
Smt. Kaberi Law	One-Eighteenth
Shubhadeep Law	One-Eighteenth
Smt. Sunetra Law	One-Eighteenth
Smt. Gouri Law	One-Twelfth
Smt. Sudakshina Chowdhury	One-Twelfth
Orbit Niketan Private Limited	Four-Sixth
	100%

- Y. The Development Agreement has been executed and registered in substitution and/or replacement and/or supersession of the earlier Memorandum, the Five Sixth Agreement and the One Sixth Agreement without however, affecting all past steps, acts and payments that have been taken and/or done thereunder.

Schedule-B

(said Land/Premises)

ALL THAT the piece and parcel of land measuring 4287.00 square meters (equivalent to 46145 square feet) more or less together with the buildings and structures originally constructed thereon and situate lying at and being No. 37, Ballygunge Park in the town of Kolkata, Police Station Karaya, being butted and bounded in the manner as follows:

On the North	By Ballygunge Park;
On the South	By Premises No. 38, Ashutosh Choudhury Road;
On the West	By Ashutosh Choudhury Road; and
On the East	By Premises No. 36, Ballygunge Park.

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

Schedule -C

Common Areas:

- a) Lobbies and Staircases of the Building.
- b) Lift pits, chute and machine room of lifts in the Building.
- c) Common drains, sewers and pipes, sewerage treatment plant.
- d) Common water reservoirs, water tanks and water pipes (save those inside any Apartment) appurtenant to the Building.
- e) Wires and accessories for lighting of Common Areas and Facilities of the Building.
- f) Pump and motor.
- g) Lift and lift machinery of the Building.
- h) Fire fighting equipment in the Building.
- i) CCTV in the Common Areas.

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

- a) Electrical installations relating to meter, transformer and sub-station for receiving electricity from CESC Limited.
- b) 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.
- c) Other facilities or installations, if any, provided for the common use of the Apartment Owners and not covered by Section A hereinabove.

Club Facilities including those on the Ground Floor

1. Swimming Pool with Deck and Changing Rooms
 2. Indoor Games Room
 3. Two Indoor Lounges with Deck
 4. Gymnasium
 5. Banquet hall with Open Lawn, toilets and Pantry
 6. Yoga deck
 7. Landscaped garden
 8. Salon
 9. Massage Room with Steam and Sauna
1. Notwithstanding anything contained elsewhere herein, the contents of this Schedule and the rights in respect of the Common Areas and Facilities are subject to the reservations and/or the rights retained/belonging/reserved solely for the Vendors under this Deed.
 2. The Promoter and the Owners shall always be entitled to use the Club and its facilities in the same manner as the Apartment Owners irrespective of whether any Apartment is retained by them or not. The Promoter and its directors shall pay only charges for use of the Club in the same manner as the Apartment Owners provided that no club charge or entrance/membership fee or deposit shall be payable by the Promoter.
 3. Notwithstanding anything to the contrary contained elsewhere in this Agreement or otherwise it is hereby expressly agreed and made clear that the Lounge with Toilet and Open Terrace on the 33rd Floor shall belong exclusively to the Promoter who shall be entitled to use and/or deal with and dispose of the same in any manner and the same shall not form part of the Common Areas and Facilities under any circumstance whatsoever.

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 Apartments over the Common Areas and Facilities 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 Apartments 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 Apartments 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 Apartments 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 has agreed, undertaken and covenanted 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 or any part thereof 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 for no other purposes;
 - e) use the Common Areas and Facilities without causing any hindrance or obstruction to other Apartment Owners and occupants of the Project;
 - f) be responsible for the maintenance of the said Apartment Unit and to immediately replace and/or repair any damage which may occur to the same at his/its own cost;
 - g) keep the said Apartment and partition walls, sewers, drains, pipes, cables,

wires, etc. thereon in good and substantial repair and condition;

- h) 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 and Facilities for any purpose and also not to make any form of alteration to the external façade of the Building;
- i) 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 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. ___/- per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Services Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 (fifteen) days from being called upon to do so by the Promoter;
- j) use and enjoy the Common Areas and Facilities only to the extent required for ingress to and egress from the said Apartment of men, materials and utilities;
- k) 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;
- l) 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 handover of maintenance);
- m) 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;

- n) pay corporation and property taxes and all other rates, taxes, levies, duties, charges, impositions, outgoings and expenses in respect of the said Apartment Unit wholly and the Building and the Premises proportionately 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 concerned authority;
- o) pay for other utilities consumed in or relating to the said Apartment Unit;
- p) allow the other Apartment Owners the right to easements and/or quasi-easements;
- q) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, corporation and property taxes and other taxes and payments mentioned herein within 7 (seven) days of receipt of demand or relevant bill, whichever be earlier;
- r) make payment of applicable Goods and Services Tax that may be payable in respect of all amounts to be paid by the Purchaser to the Promoter, the Maintenance Agency and/or Association in terms of the Agreement and/or this Deed of Conveyance as also to pay all others taxes payable by the Purchaser in terms of the Agreement and/or this Deed of Conveyance;
- s) observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes; and
- t) use the Car Parking Spaces for parking of cars without making any construction over the same and to ensure that each Car Parking Space is used for parking only and not for any other purpose such as to store articles, goods and materials.

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 store any heavy article inside the said Apartment that may cause damage to the flooring in any manner;
- c) 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;
- d) not to do any addition, alteration, structural changes, construction or demolition in the said Apartment Unit without prior written permission/sanction 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/or this Deed;

- e) 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 and Facilities for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;
- f) not to put or install any letter box, neon-sign or board, any other signage, notice or advertisement in the Common Areas and Facilities or on the outside walls/facade of the Building Provided However that a decent sign board on the outface of the main door of the said Apartment may be put;
- g) not to install any collapsible gate at the main entrance of the said Apartment and 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 design of balcony railings, window grills, and/or change the outer elevation of the said Apartment or the Building under any circumstance;
- h) 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 part of the Project or may cause any increase in the premium payable in respect thereof;
- i) not to make or permit or play any disturbing noises or loud sounds or music in the said Apartment Unit and/or the Common Areas and Facilities and/or 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;
- j) 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.;
- k) not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency/Association;
- l) not to close or permit the closing of verandahs or lounges or balconies and lobbies;
- m) not to alter or permit any alteration in the elevation and to decorate the exterior of the Building and outside colour scheme of the exposed/external walls or external doors and windows including grills/gates of the said Apartment 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 or

deviation or which in the opinion of the Promoter may affect the elevation of the Project;

- n) 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 and Facilities 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;
- o) not to store or allow anyone to store any furniture, goods, articles or things in or around the staircase, lobby, landings or other Common Areas and Facilities or installations of the Building 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. ___/- per day together with applicable Goods and Services Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 (fifteen) days from being called upon to do so by the Promoter;
- p) 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;
- q) 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 and Facilities in respect of the same;
- r) 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 Building or any open land at the Premises or in any other open or covered areas of the Building and the Premises reserved or intended to be reserved by the Vendors for their own exclusive use and enjoyment and not meant to be a common area or portion and notwithstanding any inconvenience to be suffered by him and not to obstruct any development or further development or additional vertical / horizontal or other constructions which may be made by the Promoter thereat or on any part thereof;
- s) not to store in the said Apartment or any part of the Premises any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the same or any part thereof and/or any neighboring property to any risk of fire or any accident;
- t) not to object to or hinder sanction of further/additional vertical/horizontal or other constructions 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;

- u) 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 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;
- v) 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 and Facilities;
- w) not to object, obstruct or create any hindrance to the use of the Common Areas and Facilities particularly those mentioned in Schedule C by the owners and occupiers of all Apartments and/or other spaces of the Project as also the Additional/Further Constructions as also the Adjacent Property;
- x) not to shift or obstruct any windows or lights in the said Apartment or the Building and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Apartment without the prior consent in writing of the Promoter and/or the Association;
- y) not to cover the Common Areas and Facilities, fire exits and balconies/terraces (if any) of the said Apartment;
- z) 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 and Facilities in any manner whatsoever;
- aa) not to park or allow anyone to park any car at any place other than the space earmarked for parking car(s) of the Purchaser, if any, mentioned in **Part II of Schedule G**;
- bb) not to sell, transfer, let out or part with possession of the said Car Parking Space, if so 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;
- cc) not to use the said Apartment 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, coaching centre, music or dance centre, repairing centre, commercial guest house, spa, massage parlour, Club, 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;

- dd) not to raise or put up any kutchra or pucca constructions, grills, walls or enclosure of any kind around the said Car Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;
- ee) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the Building and the Premises;
- ff) not to keep or harbour any bird or animal in the Common Areas and Facilities of the Premises and shall not kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the said Apartment and/or the said Land or on any portion thereof;
- gg) 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;
- hh) not to install any air-conditioner other than the VRV air conditioners to be installed by the Promoter at the costs of the Purchaser 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;
- 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 and/or the said Car 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 and Facilities;

- mm) not to attach or hang from the exterior of the Building on any side any radio or television aerial or TV /Satellite Dish Antenna;
- nn) not to install any loose, hanging or exposed wires or cables anywhere outside the said Apartment Unit;
- oo) not to object to the installation, erection and display of neon sign boards of the Promoter on the roof (including the Common Roof Area) of the Building at all times;
- pp) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any of the Open Terraces in the Building and the Premises save and except the said Open Terrace, mentioned in **Part I of Schedule G**;
- qq) 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;
- rr) not to use the said Apartment Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Vendors to any liability under environmental laws or any other laws;
- ss) not to interfere in any manner with the right, title, interest or entitlement of the Vendors and/or their transferees in respect of other Apartments and/or the said Land;
- tt) not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in the Agreement and this Deed;
- uu) not to change the Project name and its logo under any circumstances whatsoever;
- vv) not to use the said Apartment Unit and/or the Common Areas and Facilities for public worship and/or public religious activity or purpose and/or for gathering of people for worship or religious activity or purpose provided however that nothing herein contained shall prevent the Purchaser from conducting private worship in a portion of the said Apartment; and
- ww) not to install any mechanical and/or puzzle car parking system on any part of the Premises.

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 Facilities 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 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 fulfillment 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 Maintenance Charges in respect of the said Apartment Unit and other costs, expenses and outgoings in respect of the said Apartment Unit with effect from the Date of Commencement of Liability. The Purchaser shall be liable to pay the corporation and property taxes and other taxes from the Date of Commencement of Liability. In case the Purchaser was granted access to the said Apartment for interior and furniture works prior to the Date of Commencement of Liability then the electricity charges and cleaning charges shall be paid by the Purchaser with effect from the date the Purchaser was granted access to the said Apartment for interior and furniture works.
7. The stamp duty, registration fees and incidental expenses in respect of this Deed of Conveyance are being paid and borne by the Purchaser. The Goods and Services Tax payable in respect of the Agreed Consideration/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 "**EMORA**" 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's 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 single indivisible unit/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 and property taxes and other taxes, etc. relating to the said Apartment Unit payable to the Vendors, the Maintenance Agency, the Association and the Corporation and other concerned persons/entities are paid by the Purchaser in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, run with such proposed transfer and the transferee shall be liable to make payment of the same.
10. The Purchaser shall not claim any partition of the said Land comprised in the Premises.
11. The Purchaser agrees, undertakes and covenants not to make any claim of any nature whatsoever against any person who has been granted any right by the Vendors in respect of the Premises or any portion thereof nor against the Vendors with regard thereto nor shall in any manner obstruct such user and/or enjoyment.
12. The Purchaser shall be responsible for and shall keep the Vendors and the Maintenance Agency indemnified of from and against all damages, claims, demands, costs, charges, expenses and proceedings occasioned relating to the Premises or any part of the Building or to any person due to any negligence or any act, deed, thing or omission made done or occasioned by the Purchaser and shall keep the Vendors and the

Maintenance Agency indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors and the Maintenance Agency as a result of any act, omission or negligence of the Purchaser or the servants, agents, licensees, invitees or visitors of the Purchaser and/or any breach or non-observance by the Purchaser of the Purchaser's covenants and/or any of the terms herein contained.

13. In case of there being a failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Purchaser to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under the Agreement or this Deed of Conveyance or otherwise under law, then the Promoter and/or the Association shall be entitled to issue a Notice to the Purchaser calling upon the Purchaser to rectify, remedy, make good or set right the same within one month from the date of issue of such Notice. If the Purchaser does not comply with the said Notice to the satisfaction of the Promoter and/or the Association within the above time, then the Purchaser shall be liable to pay to the Promoter compensation and/or damages that may be quantified by the Promoter and/or the Association in addition to the Purchaser being compelled to rectify, remedy, make good or set right the same as also withholding use of the Common Areas and Facilities by the Purchaser.
14. If any act or omission of the Purchaser results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the Building or any portion thereof including further constructions, additions, and/or alterations from time to time and/or in the transfer, sale or disposal of any Apartment or portion of the Building, then in that event the Purchaser shall be liable to pay to the Promoter compensation and/or damages that may be quantified by the Promoter.
15. Besides the aforesaid rights mentioned in sub-clauses 13 and 14, the Promoter shall also be entitled to enforce any other right to which the Promoter may be entitled to in law by reason of any default or breach on the part of the Purchaser.
16. It is agreed that in case any major structural defect in construction which is certified by a licensed Architect and/or engineer (excluding any purchased materials and/or items from third party manufacturers) is brought to the notice of the Promoter within a period of 5 (five) years by the Purchaser from the Date of Possession and/or the date of issue of the Completion Certificate, whichever is earlier, the Promoter shall take steps to rectify such defects without further charge, within 30 (thirty) days or such further time as may be necessary as per the Architect/Structural Engineer, and in the event of the Promoter's failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive

appropriate compensation in the manner as provided under the Act Provided However that the Promoter shall not be liable under any circumstances if any additions, alterations and/or modifications etc. have been made in the Building, Common Areas and Facilities and/or any of the Apartments by the Apartment Owners including the Purchaser herein and/or if there is any deviation found from the sanctioned Plans. It is further made clear that the structural defect, if any, must be certified by a licensed Architect and/or structural engineer of the Promoter that it is a defect made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. made by any of the Apartment Owners and/or occupants of the Building and/or due to any other reason not attributable to the Promoter. The decision of the Architects including regarding the quality and specifications of the materials and the workmanship regarding construction as also regarding structural defect/damage shall be final and binding on the parties.

17. Notwithstanding anything contained in Clause 16 hereinabove the Promoter shall not be liable to rectify any defect occurring under the following circumstances:-

- (a) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Purchaser has taken over possession of the said Apartment, the Promoter will not have any responsibility or liability for waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- (b) If there are changes, modifications or alteration in electrical lines and wirings after the Purchaser has taken over possession of the said Apartment, the Promoter will not have any responsibility or liability for any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- (c) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not have any responsibility or liability for door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- (d) If the Purchaser executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the said Apartment by making any changes in the said Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter and the Promoter will not have any responsibility or liability for rectifying such defects;

- (e) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. The Promoter will not have any responsibility or liability for rectifying such cracks.
 - (f) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Purchaser or his/her agents in the manner in which same is required to be maintained.
 - (g) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and Facilities and/or in the said Apartment going out of order or malfunctioning due to voltage fluctuations or if the related annual maintenance contracts and other licenses are not validly maintained or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
 - (h) If the Architect certifies that any purported defects are not manufacturing defect or due to poor workmanship or poor quality.
 - (i) Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Purchaser, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the said Apartment (which inspection the Promoter shall endeavour to complete within 15 days of receipt of the notice from the Purchaser), alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 16 hereinabove and the Purchaser shall not be entitled to any cost or compensation in respect thereof.
18. The Owners shall compensate the Purchaser in case of any loss caused to him due to defective title of the said Land that is known to the Owners but has not been disclosed to the Purchaser or which the Purchaser could not have found out inspite of due diligence and care, in the manner as provided under the Act subject to the Purchaser not having committed default or violation or breach or non-compliance of any of the terms and conditions of the Agreement or this Deed and subject to the Purchaser having made timely payments of all amounts under the Agreement and/or this Deed and/or otherwise required under law. It is further made clear that under no circumstances shall the Owners be liable for any defective title not created by the Owners and/or any defect that existed prior to the purchase of the land by the Owners. The Promoter shall not have any liability regarding the title since the same is the responsibility, obligation and liability solely of the Owners.
19. The Promoter/Maintenance Agency/Association shall have rights of unrestricted access to all Common Areas and Facilities mentioned in

Schedule C as also the Car Parking Spaces for providing necessary maintenance and repair services and the Purchaser agrees to permit the Promoter and/or Maintenance Agency and/or Association to enter into the said Apartment Unit or any part thereof after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to cause necessary repairs and maintenance and set right any defect.

20. In case there are joint Purchasers, all communications shall be sent by the Vendors to the Purchaser whose name appears first and at the address given by him which shall for all intents and purposes be considered as properly served on all the Purchasers.
21. The General Terms and Conditions (GTC) on the basis of which the transaction has been entered into shall continue to be valid and subsisting and shall be deemed to be a part of the Agreement as also this Deed of Conveyance. Waiver or limitation of any right or interest and/or any consent given by any party in the GTC, Agreement and/or this Deed of Conveyance and/or any part hereof and/or in any document hereafter, shall be valid and binding and the same shall also be deemed to be voluntarily given, repeated and/or reiterated by such party subsequent to the execution of this Deed.
22. The transaction contemplated herein is a single transaction of sale and purchase of the said Apartment Unit and does not constitute any Party to be the agent of the other Party and no form of service is contemplated. It is further hereby expressly intended and agreed by and between the parties hereto that nothing herein contained shall be construed to be a “Works Contract” and it is hereby further intended and agreed by and between the parties hereto that in the event the Vendors are liable to make payment of any Sales Tax, Works Contract Tax, Goods & Services Tax or any other statutory tax, duty or levy in respect of the Agreement or this Deed of Conveyance or the transfer of the said Apartment Unit, the Purchaser shall be liable to and agrees to make payment of the same even after execution and registration of this Deed of Conveyance.
23. All rights and obligations of the Owners and the Developer inter se shall be governed by the Development Agreement which shall override anything contained herein which is contrary to or inconsistent with such rights and obligations. As between the Owners and the Promoter, interest, if any, payable to the Purchaser shall be paid by the Owners in case such liability has arisen due to land and/or title related issue and shall be paid by the Promoter in case such liability has arisen due to development and/or construction related issue.

Part - II
(Maintenance)

1. Subject to timely payment of maintenance charges by all the Apartment Owners of the Project (including the Purchaser herein) the Promoter through any agency appointed by the Promoter shall be responsible to provide and maintain essential services in the Project till the offer to the Association to take over of the maintenance of the Project upon the issuance of the Completion/Occupancy Certificate of the Project. The cost of such maintenance has not been included in the Total Price/Agreed Consideration of the said Apartment Unit and the same shall be paid by the Purchaser as agreed with the Promoter forthwith upon demand.
2. The Purchaser is purchasing the said Apartment Unit on the specific understanding that his right to the use of Common Areas and Facilities shall be subject to timely payment of total Maintenance Charges, as determined and thereafter billed by the Maintenance Agency or the Association or the maintenance agency appointed by it and performance by the Purchaser of all his/her obligations in respect of the terms and conditions specified by the Maintenance Agency or the Association from time to time.
3. The Purchaser shall accept the rules and regulations made by the Maintenance Agency (**Rules**) and shall diligently observe, perform and comply with the same.
4. 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.
5. 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.
6. 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 handover of maintenance), within the prescribed due date, failing which the Purchaser shall pay interest at the same rate prescribed in the Rules for delayed payments at the relevant time (which at present is State Bank of India Prime Lending Rate plus 2 per cent per annum), for the period of delay, computed from the date the payment became due till the date of payment, to the Maintenance Agency/Association, 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 9 below.

7. Apportionment of any liability of the Purchaser by the Maintenance Agency/Association in respect of any expenses, taxes, dues, levies or outgoings payable by the Purchaser pursuant to the Agreement or this Deed or otherwise shall be made Proportionately.
8. The Maintenance Charges payable by the Purchaser with effect from the Date of Commencement of Liability, shall be payable on a monthly basis on the basis of the bills to be raised by Maintenance Agency/Association (upon handover of maintenance), 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. /- per square feet of super built-up area per month for the said Apartment Unit together with applicable Goods and Services 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.
9. The Purchaser also admits and accepts that apart from the above, the Maintenance Agency/Association shall be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Purchaser and/or the said Apartment Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, corporation and property taxes, Common Expenses and/or other payments by the Purchaser after giving 15 (fifteen) days' notice in writing. The Purchaser also admits and accepts that apart from the above, there shall be a charge over the said Apartment Unit in respect of all outstanding dues of the Purchaser including on account of Maintenance Charges, Electricity Charges, corporation and property taxes, Common Expenses and/or other amounts payable by the Purchaser and such charge may be enforced by the Maintenance Agency/Association and in any event the Purchaser shall not be entitled to sell, transfer, lease out grant tenancy or otherwise deal with or dispose off the said Apartment Unit until all such outstanding dues are paid in full along with interest thereon and no due certificate is obtained from the Maintenance Agency/Association. In case of breach of this condition, besides other legal consequences and remedies, the Maintenance Agency/Association shall be entitled to recover the same from the transferee/occupant.
10. The Purchaser shall co-operate with the other Apartment Owners, the Vendors 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 Vendors and/or the Maintenance Agency for the Common Purposes.

11. All rights and entitlements of the Maintenance Agency shall be the rights and entitlements of the Promoter until the Association 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 and property taxes.
12. No Maintenance Charges shall be paid or payable in respect of unsold Apartments till a period of 1 (one) year after the completion of the entire Project and no one including the Purchaser herein, the Apartment Owners and the Association shall be entitled to make any claim or raise any dispute in this regard and the Purchaser waives and disclaims all claims and rights, if any to do so.

Part - III
(Association)

1. The Promoter shall take steps for formation of the Association after completion of the Project. Any association, company, syndicate, committee, body or society formed by any of the Apartment Owners without the participation of the Promoter shall not be entitled to be recognized by the Promoter and shall not have any right to represent the 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 after issuance of the Completion/Occupancy Certificate in respect of the Project and 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, if any, that may have been made by the Apartment Owners to the Association after adjusting its dues, if any.
2. All the Apartment Owners including the Purchaser herein shall become members of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable by the Promoter.
3. All papers and documents relating to the Association shall be prepared and finalised by the Promoter and the Purchaser hereby consents to accept and sign the same forthwith on demand and without any delay.
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 and/or in any other Deeds of Conveyance that may be executed in respect of the other Apartments of the Project and such provisions and covenants shall, in any event, have an overriding effect and any contrary rules, regulations and/or amendments of the Association shall be void ab initio.
6. All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid and/or reimbursed by all Apartment Owners of the Building including the Purchaser herein.
7. The rights of the Vendors, the Maintenance Agency and the Association relating to certain matters are more fully specified in **Part II** of **Schedule E** and the Purchaser has irrevocably agreed to be bound by the same.
8. 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 Facilities and any non-user or non-requirement in respect of any Common Areas and Facilities 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.
9. 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.
10. 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.
11. The Association 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.

12. The copies of title deeds relating exclusively to the Premises that are available with the Vendors along with related documents and copies 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.
13. 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.
14. The Association shall, upon handover of maintenance, be entitled to all the rights with regard to the Common Areas and Facilities and the Common Purposes.
15. From the date of offering the handing over of maintenance to the Association, the Vendors shall not have any responsibility whatsoever regarding the Building and the Premises and/or any maintenance, security, safety or operations including relating to fire fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, meters and connection, etc. and/or for any statutory compliances, permissions and licenses regarding the Premises and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Apartment Owners including the Purchaser and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Apartment Owners including the Purchaser and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire license etc. and the Vendors shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of offering the handing over of maintenance, the Vendors and/or their respective directors, employees or agents shall not have any liability or responsibility whatsoever under any circumstance and the same shall be the sole liability and responsibility of the Apartment Owners including the Purchaser herein and/or the Association.

Part - IV
(Common Expenses)

1. **Association:** Establishment and all other capital and operational expenses of the Association. All expenses and outgoings for preparation and registration of Deed of Transfer for transfer of undivided proportionate title in the Common Areas and Facilities including the said Land in favour of the Association including stamp duty, registration fees, legal fees, incidental expenses, etc.
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 Common Purposes and in respect of the Common Areas and Facilities, amenities and installations of the Project including operation of the common machinery, equipment and installations.
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 and Facilities.
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 and Facilities, amenities and installations of the Project.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas and Facilities of the Project, lifts, generator, common lights, changeover switches, CCTV, if any, Intercom Facility, if any, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto.
7. **Rates and Taxes:** Corporation and property tax, surcharge, Multistoried Buildings 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 relating to 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:** In addition to the Maintenance Charges, the Purchaser shall be liable to make payment of Management Fees at the rate of 20 percent of the Maintenance Charges to the Promoter till the handover of the maintenance to the Association.

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.
11. **Club:** The costs, charges and expenses relating to the Club shall form part of the Common Expenses and be included in the Maintenance Charges payable by the Apartment Owners.

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 6 (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 co-operate with the Purchaser in this regard and shall sign necessary papers including no objection, consent etc., if and when required in the manner agreed upon.
2. In case of default, the Vendors or the Maintenance Agency, as the case may be, will be entitled to get the said Apartment Unit mutated and apportioned in the name of the Purchaser and in such an event be further entitled to recover all costs, charges and expenses, including professional fees therefor from the Purchaser. All such amounts shall be paid and/or be payable by the Purchaser within 7 (seven) 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 Commencement of Liability.
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 sale of the said Apartment Unit as defined in this Deed (excluding GST, Cess and other taxes).	Rs.
	/-

(Rupees

only)

Schedule-G

Part-I

“Said Apartment”

ALL THAT the Apartment No. __ having Carpet Area of about __ square feet, more or less, and Built-Up Area of about __ square feet, more or less, and mutually agreed by the parties to be equivalent to agreed Super Built- Up Area of __ square feet on _____ Floor in the Project “**EMORA**” constructed at Municipal Premises No. 37, Ballygunge Park, Police Station Karaya, Kolkata – 700019, within Ward No. 65 of the Kolkata Municipal Corporation, District – South 24 Parganas and delineated on the Plan annexed hereto and bordered in **GREEN** colour thereon.

Together with an Open Terrace of about __ square feet (50 percent chargeable area) on the _ floor appurtenant and/or attached to the said Apartment and delineated in **GREEN** colour on the plan annexed hereto.

PART-II

“Said Car Parking Space”

ALL THAT the -space to park medium sized car in:

- (i) _____ in the open parking on the ground level being Nos. _____;
- (ii) _____ covered parking on the ground floor being Nos. _____;

(iii) _____podium car parking on the _____floor being Nos. _____;

The said Car 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
within-named Owners at Kolkata in
the presence of :

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

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

Drafted by:

R. Ginodia & Co., LLP Advocates

Ground Floor, 6, Church Lane,
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 2025
 =====

BETWEEN

SMT. KABERI LAW & ORS.
 ... OWNERS

AND

ORBIT PROJECTS PRIVATE LIMITED
 ... PROMOTER

AND

 ... PURCHASER

CONVEYANCE

Apartment no. _____
 _____ Floor

R. Ginodia & Co. LLP
Advocates
Ground Floor, 6, Church Lane,
Kolkata – 700 001