

DEED OF CONVEYANCE

THIS **DEED OF CONVEYANCE** made this _____ day of **TWO THOUSAND AND NINETEEN (2019)**,

BETWEEN

M/s. ORCHID DEVELOPERS PVT. LTD. (CIN No.: 45400WB2007PTC117188), a Company within the meaning of Companies Act, 1956, having its registered office at No. 9-12, Lal Bazar Street, 3rd Floor, Block – 'C', Post Office - G. P. O. , Police Station - Hare Street, Kolkata - 700001, **(PAN: AAACO9497L)**, duly represented by its Authorized Signatory **Mr. _____ (PAN: _____) (Aadhaar No.: _____)** son of _____, by Faith: _____, by Nationality: Indian, by Occupation: _____, residing at _____, District: _____, Post Office: _____, Police Station: _____, PIN: _____, authorized vide Board Resolution dated _____ hereinafter for the sake of brevity and convenience, called and referred to as the "OWNER/DEVELOPER" (which term and/or expression unless excluded by or repugnant to the context shall mean and include their respective successors – in – office, executors, administrators, legal representatives and assigns) being the party of the **FIRST PART**;

AND

Mr. / Ms. _____ (Aadhaar No. _____), by Nationality Indian, bearing **PAN: _____**, son / daughter of _____, by Faith: _____, by Occupation: _____, residing at _____, District: _____, Post Office: _____, Police Station: _____, PIN: _____, hereinafter called and referred to as the "**PURCHASER/S**" (which term and/or expression shall unless excluded by or repugnant to the context shall be deemed to mean and include their heirs, legal representatives, transferees, executors, administrators and assigns) being the party of the **SECOND PART**;

WHEREAS:

- A.** The Owner/Developer abovenamed is the absolute and lawful owner of **ALL THAT** piece and parcel of land measuring about 1.67 Acres of Land situate and lying at Mouza: Basina, J. L. No.: 31, Touzi No.: 37, District: North 24 Parganas, P. S.: Rajarhat, Additional Sub-Registry Office: Rajarhat (formerly Bidhan Nagar, Salt Lake City) under Rajarhat Bishnupur 2 No. Gram Panchayat, and comprised in L. R. Khatian No.: 1920 & 2568 under L. R. Dag Nos.: 935 (part), 939, 940, 941, 942, 943, 944, 952, 953, 954, 955 and 951 (part) (total land);
- B.** Out of the total land a portion has been identified as The Orchid Grandeur – Phase II comprised in **ALL THAT** piece and parcel of land measuring about 3375.55 sq. mtrs. (approx. 0.835 Acres) more or less which is undivided proportionate 50% (approx.) land out of the Total Land attributable to the Project situate and lying at Mouza: Basina, J. L. No.: 31, Touzi No.: 37, District: North 24 Parganas, P. S.: Rajarhat, Additional Sub-Registry Office: Rajarhat (formerly Bidhan Nagar, Salt Lake City) under Rajarhat Bishnupur 2 No. Gram Panchayat ("Being the land described in the **Part I of the First Schedule** hereunder");
- C.** The manner in which the Owner/ Developer acquired right, title and interest in the land whereupon the Project "**The Orchid Grandeur - Phase II**" has been erected together with other lands forming other phases of The Orchid Grandeur is described in **Part II of the First Schedule**;

- D.** "The Orchid Grandeur - Phase II" comprises of a Residential project, comprising LG+G+4 multistoried apartment buildings;
- E.** The Rajarhat Bishnupur 2 No. Gram Panchayat has granted the commencement certificate to develop the Project vide its approval dated 16.08.2013 Bearing registration no. Nil;
- F.** The Owner/Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be from Rajarhat Bishnupur 2 No. Gram Panchayat;
- G.** The Owner/Developer has been registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority under HIRA REGISTRATION NO.: HIRA/...../...../...../.....;
- H.** The Owner/Developer agreed to sell unto and in favour of the Purchaser/s herein **ALL THAT** one Residential Apartment being **No.**, measuring about **Sq. feet** be the same a little more or less **Type** situated on the **Floor** of the building **No.**, with facility to park medium size road worthy passenger car in the allotted car parking space, if allotted, together with undivided, impartible, proportionate share or interest in the First Schedule land and also in the common areas and common rights, facilities and amenities in the building on the land mentioned and described in the First Schedule hereinbelow comprised in Mouza: Basina, J. L. No.: 31, Touzi No.: 37, District: North 24 Parganas, P. S.: Rajarhat, Additional Sub-Registry Office: Rajarhat (formerly Bidhan Nagar, Salt Lake City) under Rajarhat Bishnupur 2 No. Gram Panchayat, at and for the agreed consideration of **Rs.**/- (**Rupees**)
only;
- I.** Prior to the execution of this deed of Conveyance the Purchaser/s have inspected all the title deeds, documents and papers relating to the said premises and also the said sanctioned plan and have satisfied himself with regard to the right, title, or interest of the Owner/Developer in respect of the said property and has also satisfied himself with regard to the areas, service areas, dimensions, measurements, specifications, and other details whatsoever with regard to the said multi-storied building erected at the land comprised in the said premises, morefully and particularly described in the First Schedule written hereinbelow;
- J.** The Purchaser/s herein having fully satisfied themselves as hereinbefore stated decided to acquire on herein **ALL THAT** one Residential Apartment being **No.**, measuring about **Sq. feet** be the same a little more or less including super built-up area, **Type** situated on the **Floor** of the building **No.**, with facility to park medium size road worthy passenger car in the allotted car parking space, if allotted, together with undivided, impartible, proportionate share or interest in the First Schedule land and also in the common areas and common rights, facilities and amenities in the building on the land mentioned and described in the First Schedule hereinbelow comprised in Mouza: Basina, J. L. No.: 31, Touzi No.: 37, District: North 24 Parganas, P. S.: Rajarhat, Additional Sub-Registry Office: Rajarhat (formerly Bidhan Nagar, Salt Lake City) under Rajarhat Bishnupur 2 No. Gram Panchayat, for the same specifically mentioned herein below and accordingly and the Parties herein have entered into an Agreement for Sale to that effect;
- K.** The Purchaser/s, pursuant to such Agreement for Sale, have made payment of the agreed amount to the Owner/Developer as per memo hereunder written and the Purchaser/s have been given possession of the said Unit/Apartment, with the execution of this Deed of Conveyance;

- L. The Purchaser/s have now requested the Owner/Developer to execute a Deed of Conveyance in respect of the said self contained unit or apartment, along with the undivided proportionate impartible share in the said premises;

NOW THIS DEED OF SALE WITNESSETH In pursuance of the said agreement for sale dated and in consideration of the said sum of **Rs.**/- (**Rupees**) only being the total consideration of **ALL THAT** one Residential Apartment being **No.**, measuring about **Sq. feet** be the same a little more or less including super built-up area, **Type** situated on the **Floor** of the building **No.**, with facility to park medium size road worthy passenger car in the allotted car parking space, if allotted, together with undivided, impartible, proportionate share or interest in the First Schedule land and also in the common areas and common rights, facilities and amenities in the building on the land mentioned and described in the First Schedule on or before execution of these presents (the receipt whereof the said Owner/Developer doth hereby admit and acknowledge of and from the same and every part thereof discharge the Purchaser/s as also the Apartment the Owner/Developer doth hereby grant, convey, transfer, sell, release, assign and assure free from all encumbrances, attachments, charges, liens, lispens, claims, demands, liabilities and trusts whatsoever to the said Purchaser/s absolutely and forever and delivered the Khas possession herein **ALL THAT** one Residential Apartment being **No.**, measuring about **Sq. feet** be the same a little more or less **Type** situated on the **Floor** of the building **No.**, with facility to park medium size road worthy passenger car in the allotted car parking space, if allotted, together with undivided, impartible, proportionate share or interest in the First Schedule land and also in the common areas and common rights, facilities and amenities in the building on the land mentioned and described in the First Schedule more fully and particularly described in the **SECOND SCHEDULE** written below, (written and delineated in the Map or Plan hereto annexed and thereon bordered Red and made a part of this Deed and hereinafter referred to as the "**Said Unit/Apartment**"), together with proportionate undivided share or interest in the said land upon which the said building stands as described in the FIRST SCHEDULE here under written TOGETHER WITH proportionate rights and claims in all common areas and facilities, advantages, privileges, belonging thereunto or in any wise relating to and all benefits and obligations and covenants herein mentioned in the THIRD, FOURTH & FIFTH SCHEDULE here under provided jointly with the other co-owners, co-sharers and occupiers of the said Apartment in the said premises together with all rights over the common areas and facilities, stair-case, passage, corridors and undivided share of land more fully described in the FIRST SCHEDULE here under written and TOGETHER WITH all vertical and lateral supports, easements, advantages, liberties, appendages, appurtenances, whatsoever appertaining subject to proportionate payment of all rates, taxes and impositions in respect of the said Apartment and subject to the terms and conditions and covenants herein contained AND ALL the right, estate, title in respect of the said undivided share in the land of the Owner and the said Apartment hereby conveyed and every part thereof TO HAVE AND TO HOLD the said Apartment and proportionate or undivided share or interest in the land with all common areas and facilities and the reversion or reversions, remainder or remainders and inheritance thereof UNTO AND TO THE USE OF THE Purchaser/s absolutely forever TOGETHER WITH absolute right to grant, transfer, convey and assign subject to performance and observance of the terms and conditions and covenants herein contained including the Covenants contained in the SIXTH SCHEDULE hereunder written;

I. THE OWNER/DEVELOPER DO HEREBY COVENANT WITH THE PURCHASER/S AS FOLLOWS:-

- a. The interest which the Owner/Developer hereby professes to transfer subsists and that they have good right full power absolute authority and indefeasible title to grant, convey,

transfer, assign and assure the said property hereby granted, conveyed, transferred, assigned and assured unto the Purchaser/s in the manner aforesaid;

- b.** It shall be lawful for the Purchaser/s from time to time and at all times hereafter to enter upon hold and enjoy the said Apartment and to receive the rents, issues and profits thereof having right to let-out, sale or any kind of transfer without any interruption, hindrance, claim or demand or disturbance whatsoever from the Owner/Developer or any person or persons claiming through under or in trust for them, but the Purchaser/s or their assignee shall have no right to use and enjoy the said Apartment except as a residential Apartment;
- c.** The Owner/Developer shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser/s do and/or execute all such further and other lawful and reasonable acts, deeds, conveyances, matters and things whatsoever for better or more perfectly assuring the said property unto the Purchaser/s in the manner aforesaid as shall or may be reasonably required;
- d.** That the Owner/Developer shall unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every request and at the cost of the Purchaser/s produce or cause to be produce to the Purchaser/s or to their attorney or at any trial, commission, examination or otherwise as occasion shall require allow every of the deeds and documents and writings those are in the custody of the Owner/Developer and at the request and at the cost of the Purchaser/s shall deliver to the Purchaser/s the copies of the same and will in the mean time unless prevented as aforesaid keep the said deeds, documents and writings safe, unobliterated and uncancelled;
- e.** The Owner/Developer further declare that the said Apartment being sold is free from all encumbrances, liens, attachments etc.;
- f.** The Owner/Developer herein shall not do anything or make any grant or term whereby the rights of the Purchaser/s herein hereunder may be prejudicially affected and shall do all acts as be necessary to assure the rights available to the Purchaser/s herein as a Purchaser/s herein and as a co-owner hereunder;
- g.** The Owner/Developer herein shall duly fulfill and perform all its obligations and covenants elsewhere herein;

II. THE PURCHASER/S DO HEREBY COVENANT WITH THE OWNER/DEVELOPER AS FOLLOWS:-

- a.** The Purchaser/s, so as to bind the Owner/Developer for the time being of the said Apartment and so that this covenant shall be for the benefit of the said building and other Apartments therein and every part thereof, hereby covenants with the Owner/Developer and with the co-owners of the Apartments comprised in the said building and the Purchaser/s and all other persons deriving title under them will at all times hereafter observe the restrictions set forth in the FIFTH SCHEDULE hereto;
- b.** The Purchaser/s shall at all times herein after regularly and punctually make payment of all local civic taxes and other outgoing taxes, ceases and impositions with effect from the date of delivery of possession of the said Apartment;
- c.** To keep the said Apartment and other party's walls, sewers, drains, pipes and wires and in particular (without prejudice to the generality of the foregoing) so as to support, shelter and protect the parts of the building and other than the said Apartment;
- d.** To contribute and pay the proportionate part of expenses and outgoings mentioned in the **FIFTH SCHEDULE** hereunder written as well as the monthly maintenance charges regularly and punctually, subject to periodical revision/enhancement. The Purchaser/s

further covenants with the Owner/Developer, that if they fail or neglect to make payments of such monthly maintenance charges as well as other charges as mentioned herein, then the Owner/Developer, maintenance agency/Owner's Association, shall have the right to disconnect the water supply as well other common amenities, to their purchased unit;

- e. So long as the said Apartment is not separately assessed, to pay for Local Civic Tax and other taxes, cesses and outgoing and other impositions in respect of the said Apartment proportionately, the Purchaser/s shall be liable to pay the same jointly with other occupiers/owners;
- f. The Purchaser/s shall permit the men of Association (to be formed) and its surveyors or agents without or with worker and others, at all reasonable time to enter into and upon the said Apartment or any part thereof if required to view and examine the structural conditions of the building;
- g. To keep the said Apartment in good and substantial repair and to keep the said Apartment in the said building in good repair as necessary to form such support and protection to the other parts of the said Building as they now enjoy;
- h. The Purchaser/s shall not have any right to raise any objection solely or jointly with others against raising any additional floor or floors over the existing construction by the Owner/Developer or any person claiming through the Owner/Developer and also not to raise any objection as regards the proportionate diminution of the undivided, impartible, proportionate right over the land comprised within the FIRST SCHEDULE property, following such construction of additional floor/s, if any;

III. IT IS HEREBY AGREED BY AND BETWEEN THE OWNER/DEVELOPER AND THE PURCHASER/S AS FOLLOWS:-

- a. The undivided impartible proportionate share in the land comprised in the said premises herein sold, transferred, conveyed, granted and assured unto and in favour of the Purchaser/s shall always remain impartible;
- b. The SAID APARTMENT in terms hereof shall be considered completed and tenantable and vacant possession thereof shall be delivered by the OWNER/DEVELOPER herein with the execution of these presents to the PURCHASER/S herein;
- c. The Purchaser/s shall sign and execute all papers documents and applications for the purposes of formation of the Association or Society and in the event of any default on the part of the Purchaser/s in signing and executing such applications, papers and documents including the Bye-laws rules and regulations then in that event the Owner/Developer as a constituted Attorney of the Purchaser/s shall sign and execute such applications, papers and documents and this power and authority empowered by the Purchaser/s in favour of the Owner/Developer shall remain irrevocable and shall cease to have any effect immediately upon the incorporation and formation of the said society or association of Apartment owners in the said premises and the Purchaser/s shall be penalized economically and legally for non-compliance of the terms of the deeds;
- d. The Purchaser/s will have the right to display the name plates outside the said Unit;
- e. The Purchaser/s or their men and agents of the said unit in the said building shall have the right to have access to the overhead water-tanks, install their separate/combined Dish Antennas at any suitable points on the roof, subject to the written consent of the Owner/Developer, which shall not be unreasonably withheld and always have access thereto, and the Purchaser/s or their agents shall have the right to enter into the roof for repairing and renewal of any cracks or leakage thereon and the absolute right of the

Owner/Developer over the roof as mentioned hereinbefore in this deed shall be subject to the right of the Purchaser/s as mentioned in this para or covenants;

- f. The Purchaser/s shall not park his car or motorcycle, cycle or other two wheeler, if any, in the passages and other common areas of the building, including the side spaces;

THE FIRST SCHEDULE ABOVE REFERRED TO

PART I

ALL THAT piece and parcel of land measuring about 3375.55 sq. mtrs. (approx. 0.835 Acres) more or less in comprised in L. R. Khatian No.: 1920 & 2568 under L. R. Dag Nos.: 935 (part), 939, 940, 941, 942, 943, 944, 952, 953, 954, 955 and 951 (part) at Mouza: Basina, J. L. No.: 31, Touzi No.: 37, District: North 24 Parganas, P. S.: Rajarhat, Additional Sub-Registry Office: Rajarhat (formerly Bidhan Nagar, Salt Lake City) under Rajarhat Bishnupur 2 No. Gram Panchayat butted and bounded in the manner as follows:-

THE FIRST SCHEDULE ABOVE REFERRED TO

PART II

- A. By 18 (Eighteen) separate registered Deed of Conveyances, below named Vendors sold transferred and conveyed their respective area of land alongwith other lands/properties to Owner/Developer herein and the said Deeds were duly Registered in the office of Additional District Sub-Registrar, Bidhan Nagar (Salt Lake City) and recorded as follows:

Sl. No.	Vendors Name	Dag No. and Khatian No.	Land Area (Acres)	Registration Details	Date of Registration
1	Rawsan Ali Molla & 5 others	R.S/ L.R. Dag No. 940, 994 Kh. No. 410	0.02	Book -I, Vol. No. 13, Pages 7881 – 7895, Being No. 7959/2010	02.08.2010
2	Aayatan Bibi & 4 others	R.S/ L.R. Dag No. 940, 994 Kh. No. 412	0.02	Book -I, Vol. No. 13, Pages 7896 – 7910, Being No. 7960/2010	02.08.2010

3	Joynal Abedin Mondal	R.S/ L.R. Dag No. 940, 999 Kh. No. 910	0.04	Book-I, Vol. No. 4, Pages 2048 – 2061, Being No. 2315/2012	22.02.2012
4	Alauddin Mondal	R.S/ L.R. Dag No. 940 Kh. No. 910	0.014	Book-I, Vol. No. 5, Pages 15868 – 15880, Being No. 3681/2012	20.03.2012
5	Isharwalia Udyog	R.S/ L.R. Dag No. 953 Kh. No. 712/1, 740, 688, 133/1, 973/1, 886/1, 396/1, 361/1, 808/1, 3/1, 600/1, 541	0.24	Book -I, Vol. No. 12, Pages 9528 – 9551, Being No. 12881/2008	22.10.2008
6	Nitai Chandra Ghosh	R.S/LR. DagNo. 637, 640, 944, 949 Kh. No. 1293	0.265	Book -I, Vol. No.12, Pages 9501 –9527, Being No. 12880/2008	22.10.2008
7	Gour Chandra Ghosh	R.S/LR. DagNo. 637, 640, 641, 944, 949, 952 Kh. No. 1294	0.4725	Book -I, Vol. No.12, Pages 9552 –9585, Being No. 12882/2008	22.10.2008
8	Toton Chandra Ghosh	R.S/ L.R. Dag No. 952 Kh. No. 1521	0.0475	Book -I, Vol. No.12, Pages 9253 –9275, Being No. 12868/2008	22.10.2008
9	Radharani Ghosh	R.S/LR. DagNo. 934, 935, 939, 941, 942, 943, 944, 954, 955 Kh. No. 698, 345, 60, 65, 302, 253, 378, 358, 568, 1307	0.425	Book -I, Vol. No.12, Pages 9586 –9614, Being No. 12883/2008	22.10.2008
10	Rita Sarkar	R.S/LR. DagNo. 934, 939, 941, 942, 944 Kh. No. 698, 345, 60	0.20	Book -I, Vol. No.12, Pages 11556 –11580, Being No. 12981/2008	27.10.2008
11	Abhishek Sarkar	R.S/ L.R. Dag No. 954, 955 Kh. No. 733	0.145	Book -I, Vol. No.14, Pages 3899 –3921, Being No. 14849/2008	24.12.2008
12	Sabitri Ghosh	R.S/LR. DagNo. 934, 941, 944, 948, 951(P) Kh. No. 60, 392, 1597	0.3947	Book -I, Vol. No.12, Pages 9475 –9500, Being No. 12879/2008	22.10.2008

13	Iliyas Ali Mondal	R.S/ L.R. Dag No. 942 Kh. No. 191	0.0525	Book –I, Vol. No.7, Pages 6130 –6145, Being No. 4278/2010	26.04.2010
14	Molla Afchhar	R.S/ L.R. Dag No. 939 Kh. No. 1524	0.03	Book –I, Vol. No.11, Pages 2160 – 2174, Being No. 6473/2010	22.05.2010
15	Molla Afchhar	R.S/ L.R. Dag No. 939 Kh. No. 586	0.05	Book –I, Vol. No.7, Pages 2175 –2189, Being No. 6474/2010	22.05.2010
16	Johara Bibi	R.S/ L.R. Dag No. 940 Kh. No. 910	0.007	Book –I, Vol. No.4, Pages 2230 –2243, Being No. 2306/2012	22.02.2012
17	Rekha Ghosh	R.S/ L.R. Dag No. 951 Kh. No. 535	0.0867	Book –I, Vol. No.19, Pages 7284 –7299, Being No. 12249/2010	13.12.2010
18	Chandra Ghosh	R.S/ L.R. Dag No. 951(P) Kh. No. 420	0.09	Book –I, Vol. No.11, Pages 2122 –2139, Being No. 6471/2010	22.06.2010

- B. While possessing and enjoying the total land said Owner/Developer mutated its name alongwith other lands/properties in the Record of B. L. & L. R. O. at Block Rajarhat under L. R. Khatian No. 1920 & 2568;
- C. While possessing and enjoying the project land said Owner/Developer converted the total land alongwith other lands/properties from its present character to "Housing Complex" from the Office of B. L. & L. R. O., Rajarhat;

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT one Residential Apartment being **No.**, measuring about **Sq. feet** be the same a little more or less including super built-up area, **Type** situated on the **Floor** of the building **No.**, with facility to park medium size road worthy passenger car in the allotted car parking space, if allotted, together with undivided, impartible, proportionate share or interest in the First Schedule land and also in the common areas and common rights, facilities and amenities in the building on the land mentioned and described in the First Schedule which is delineated by **RED** border in the Plan of Map annexed to this Deed;

THE THIRD SCHEDULE ABOVE REFERRED TO

PART I

COMMON PARTS AND PORTIONS OF THE PROJECT

1. The foundation, columns, beams and support;
2. Corridors, lobbies, stairs, stairways and landing;
3. Drain and sewerage and drainage connection pipes for the Units/flats/apartments to drain and sewers common to new building at the premises;
4. Overhead water tank;

PART II

COMMON AMENITIES, FACILITIES AND SPECIFICATIONS OF THE PROJECT

Outside wall:	Decorated finish & weather proof paint;
Inside wall:	Plaster of Paris;
Staircase (exterior):	MS/SS railing, kota/tiles/marble flooring;
Elevator:	Fully automatic elevator with SS/MS body in each block having automatic rescue device;
Power Supply:	24 x 7 power supply, generator back up in case of power cut;
Water Supply:	24 hour supply through deep tubewell with water filtration plant coupled with stand by pump for uninterrupted water supply;
CCTV and Security:	24 x 7 smart security system with continuous monitoring;
Wi-Fi Homes:	Accessibility of Wi-Fi connections at all corners;
STP:	Sewerage treatment plant for waste management system;

THE FOURTH SCHEDULE REFERRED TO ABOVE

(Common expenses and outgoing and obligations for which all Purchaser/s of units at the building are to contribute proportionately)

- A.** The expenses of maintaining, repairing, re-decoration, renewing the main structure and in particular the drainage, rain water discharge arrangement, water supply system, supply of electricity to all common areas of the building;
- B.** The expenses of repairing, maintaining, white washing and colour washing the main structure of the building including the exterior of the building and also the common parts of the building;
- C.** The cost of cleaning and lighting the entrance of the building, the passage and spaces around the building, lobby, corridors, and other common areas;
- D.** Cost of maintaining electrical installations, pumps and other common facilities and essential services;
- E.** Cost of decorating the exterior of the building;
- F.** Salary, wages, fees and remuneration of durwans, sweepers, plumbers, electricians, caretakers or any other persons whose appointment may be considered necessary for maintenance and protection of the said building;
- G.** All expenses of common services and in common with areas and facilities;
- H.** Such expenses as are necessary or incidental to the maintenance and upkeep of the building and of the common areas facilities and amenities;
- I.** The costs of maintaining, repairing, renewing, replacing and water supply system, supply of electricity, drainage in respect of the several buildings of the Complex;
- J.** Costs of repairing, maintaining, white washing and colour washing the main structures of all the buildings including the exterior of the several buildings of the complex including common parts;
- K.** All costs and expenses of maintaining the common areas and facilities of the complex;

THE FIFTH SCHEDULE REFERRED TO ABOVE

(Covenants regarding user, management and maintenance of the said unit, common areas, expenses etc.)

1. CONSTRUCTION:

The Purchaser/s have examined the facilities and fittings including the specification and dimension of the said Apartment and the common areas and have fully satisfied with regard thereto the nature scope and extent of the benefit, right and interest provided to the Purchaser/s and shall not make any claim or demand whatsoever against the Owner/Developer or put any requisition concerning the nature scope and extent thereof nor shall raise any question or objection with regard to the change that Owner/Developer might have made in the plans;

2. ADDITION/ALTERATIONS & PAYMENT OF BETTERMENT COSTS ETC:

The Purchaser/s shall bear all costs, wholly in case it relates to the said unit and proportionately in case it relates to the said unit and proportionate with other units and/or the common portions to make all alteration and additions as be required to be made in the building or any part thereof at the instance of the government or the Rajarhat Bishnupur 2 No. Gram Panchayat or other statutory body or otherwise and similarly pay all betterment fees and other similar levies and all other fees which are required by such authority to be paid with regard to the building and/or user thereof as may arise, occur or demanded at any time hereafter;

3. TRANSFER AND DISMEMBERMENT:

- (a)** The properties and the rights hereby conveyed to the Purchaser/s including those arising out of these presents shall be for one unit and shall not be partitioned or dismembered in part or parts in any manner save with consent of the Association;
- (b)** The Purchaser/s shall be entitled to let out or part with possession of the said unit as they think fit and proper at their own discretion;
- (c)** Notwithstanding the aforesaid no transfer shall be effected or any part whatsoever by the Purchaser/s until such time the Purchaser/s pay and discharge all the debits and liabilities to the Association/Owner;
- (d)** Subject to the provisions contained in the deed and subject to the provisions of law for the time being in force, the Purchaser/s shall be entitled to exclusive ownership, possession and enjoyment of the said unit together with all the benefits and privileges, rights and facilities as herein specifically provided along with the proportionate share in land hereby conveyed to the Purchaser/s including rights in common to use common portion with the right of easements and all the said rights and possession shall be hereditary and transferable like other immovable properties have save and subject to the extent elsewhere herein contained;
- (e)** In case of any transfer, if the Purchaser/s divest itself of its ownership of the said unit then such transfer shall be accompanied by the transfer of all the interest the Purchaser/s might have in the said land or the said unit common right and areas, facilities and such transfer shall be subject to all the conditions herein contained and abide by all the covenants and pay all amounts payable of and by the Purchaser/s hereunder and such transferee shall also have all rights as the Purchaser/s might have hereunder. Moreover any transfer shall not be in any manner inconsistent with and the covenants herein contained;

4. MUTATION TAXES AND IMPOSITIONS:

- (a)** The Purchaser/s shall also apply for and obtain mutation in their names as Purchaser/s of the said unit and/or co-owners of the building in the relevant civic and other records;
- (b)** In case the Purchaser/s fail to have such mutation or separation made despite being called upon to do so by the Association as the case may be shall be entitled to have the same effected at the costs and expenses of the Purchaser/s;
- (c)** Until such time as the said unit to be not separately assessed and/or mutated in respect of local civic tax and taxes or impositions the Purchaser/s shall pay wholly in respect of the said unit to the Owner/Developer or its agent proportionately;

- (d) Upon the separation and/or mutation of the said unit for the purpose of liability of local civic rates and taxes and impositions, the Purchaser/s shall pay wholly such tax and impositions in respect of the said unit to local civic authorities concerned directly;
- (e) The liabilities of payment by the Purchaser/s of all such taxes, impositions and outgoings including penalties, costs, charges and expenses in respect of the said Unit will accrue with effect from the date of delivery of possession of the said Unit by the Owner/Developer to Purchaser/s or from the date of execution of the Deed of Conveyance, whichever is earlier;

5. MANAGEMENT AND MAINTENANCE OF THE COMMON PORTIONS:

- (a) Upon the Purchaser/s fulfilling their obligations and covenants hereunder the Owner/Developer and upon its formation the Association shall manage, maintain and control and common areas and facilities and do all the acts, deeds and things as be necessary or expedient for the common purpose and the Purchaser/s shall co-operate with the Association therefore and shall pay to the Owner/Developer or to the agent the common expenses as determined by mutual settlement and/or sufficient to meet with such expenses and contingencies;
- (b) The Owner/Developer/Association may frame such rules and regulations and bye-laws from time to time for the common purposes and for quiet and peaceful enjoyment of the building as the Owner/Developer/Association (upon its formation) may consider reasonable but not inconsistent with the provisions contained herein and the Purchaser/s shall observe and abide by the same and shall not do anything whereby the same is violated;

6. USE OF THE SAID UNIT AND THE COMMON PORTIONS:
The Purchaser/s shall do the following:

- (a) Keep at their own costs and expenses the said unit and every parts thereof and fixtures and fittings therein properly painted and in such good repairs and in a neat and clean conditions and as a decent and respectable place;
- (b) Use the said unit and all the common portions carefully, peacefully and quietly and in the manner reasonably indicated herein or in the rules framed by the Owner/Developer and/or the Association for the user thereof;
- (c) Use paths, passages for the purpose of free egress and ingress without any objection by anybody or anyway whatsoever;
- (d) Observe and perform all rules and regulations or restrictions from time to time in force for the purpose of proper use and management of the said building;
- (e) While using the said unit or any part thereof or the common areas or facilities or otherwise the **Purchaser/s shall not do any of the following acts, deeds and things:**
 - (i) Injure, harm or damage the common portions or any other units in the building or making any alterations or withdrawing any support or otherwise;
 - (ii) Alter any other portion, elevation or colour scheme or the said unit or the building;
 - (iii) Throw or accumulate or cause to be thrown or accumulated any dirt, rubbish or other refuse in the common portions;

- (iv) Place or cause to be placed any article or subject to the outside of windows of the said unit;
- (v) Carry on or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral activity in the said Unit or anywhere in the building;
- (vi) Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the building;
- (vii) Put or affix any neon sign, signboard, name plate, letter box or other things or other similar articles in any of the common portion or on outside or inside walls to the building save at the place as be approved by the Owner/Developer and/or by the Association upon its formation provided that nothing herein shall prevent the Purchaser/s from displaying a decent name plate outside the main gate of their unit;
- (viii) Keep or store or allow to be kept or stored any offensive, combustible, obnoxious, hazardous or dangerous articles in the said unit or in the common portions;
- (ix) Keep or allow to be kept any lunatic or person suffering from any virulent, dangerous, obnoxious or infectious diseases in the said unit;
- (x) Keep any domestic animals or pets save in the manner permitted by the Owner/Developer and/or by the Association upon its formation in writing;
- (xi) Affix or draw any wires, cables, pipes, etc. from and to or through any of the common portions of other units save in the manner as expressly mentioned herein or permitted by the Owner/Developer in writing;
- (xii) Keep any heavy articles or things as would damage the floor or operate any machine save those are required for usual purposes;
- (xiii) Commit or cause or permit to be committed any alteration or change in pipes, conduits, cables and other fixtures and fittings serving the said building and the said UNIT.
- (xiv) Open out any new window or any other apertures projecting outside the exterior of the said portion of the said building or make any changes thereby affecting the structural engineering of the building;
- (xv) Make any such structural additions or alterations the said unit or any part thereof which effect the structural stability of the building;
- (xvi) Park any motor cycles, scooters, bicycles etc on the common passage which is used for ingress or egress to the building;

7. **PAYMENT AND DEPOSITS TOWARDS TAXES AND DEPOSITIONS AND COMMON EXPENSES:**

- (a) The deposits and payment by the Purchaser/s in terms thereof including those mentioned hereinabove shall be made by the Purchaser/s within seven days to the Owner/Developer or the Association by leaving its bill for the same in the said unit or at the above address of the Purchaser/s;
- (b) All amount to be deposited by the Purchaser/s in pursuance hereof shall be utilized only for the purpose for which the same has been made subject however to the other provisions hereof;

- (c) It is clarified that out of the payment and deposits mentioned hereinabove, in case there be any deficit the Purchaser/s shall pay further proportionate amount and in case there be any excess the same shall be refunded by the Association to the Purchaser/s to and/or adjusted in the future bills;
- (d) In case of default by the Purchaser/s in making any payment or deposit provided herein, the Owner/Developer and upon formation the Association or their agent shall be entitled to withhold all utilities and facilities to the Purchaser/s and/or other services until the time the Purchaser/s continues or remain in default without prejudice or the Association right to demand or realize the amount in respect thereof together with interest thereon;
- (e) The Purchaser/s shall not in any manner interfere with or obstruct the aforesaid right of the present Owner/Developer or its agent and shall not make any demand for losses or damages in connection therewith;

8. MISCELLANEOUS:

- (a) Any delay or indulgence by the Owner/Developer or the Association in enforcing the terms of these presents or any forbearance in giving of time to the Purchaser/s shall not be construed as a waiver of any breach or non-compliance nor shall the same in any manner prejudice the right of the Owner/Developer;
- (b) All charges for the electricity consumed in the said unit shall be borne and paid by the Purchaser/s as and when the bill raised by the W.B.S.E.D.C.L. and the cost of bringing such meter in their name including the cable charges, cost of making cuts, etc. and cost of main line wiring from the said unit to the meter room including cost of main switch as may be required all cost together with labour charges will be borne by the Purchaser/s and till such period the Purchaser/s may take electricity from the meter if the Owner/Developer is in position to supply such installing a sub-meter and shall pay all charges bill as per units consumed as may be raised by the Owner/Developer/Association within seven days from raising such bills;
- (c) As between the Owner/Developer and/or Association of the one part and the Purchaser/s of the other part, the Purchaser/s shall indemnify and keep each other saved, harmless and indemnified in respect of all losses, damages, claims, costs, proceedings and actions arising out due to any non payment of other default in observance of the terms and conditions hereof by the other part provided only that the party claiming indemnification has not failed to discharge and fulfill its obligations hereunder;
- (d) The proportionate share of the Purchaser/s in various matters herein shall be such as may be determined by the Owner/Developer or Association and the Purchaser/s shall be bound to accept the same notwithstanding minor variations therein for the sake of convenience;
- (e) The Purchaser/s shall maintain and/or keep their servant at their own risk and costs inside the said unit only;
- (f) All notices to be served hereunder by the Owner/Developer or their Agent to the Purchaser/s shall be deemed to have been served within fourth day of the same and had been delivered on the Purchaser/s;
- (g) The Owner/Developer shall have the full liberty and absolute authority to change the nature and character or user of the ground floor at is/their own cost and responsibility and that event no Purchaser/s shall have any right to raise any objection against such user of the ground floor in any manner whatsoever;

THE SIXTH SCHEDULE REFERRED TO ABOVE

PURCHASER/S COVENANTS

- 1.** The Purchaser/s has/have gone through all the terms and conditions and understood the mutual rights and obligations detailed herein and the Purchaser/s understands that the Project The Orchid Grandeur shall be developed in phases on the total land and the said land where upon the said apartment is situate being subject matter of this Deed of Conveyance shall form the Second phase of such phases of The Orchid Grandeur;
- 2.** It being agreed that for the purposes of this Deed of Conveyance and for the purposes of marketing, launching construction the land area for each phase shall and/or may differ and/or vary to the extent as the Owner/Developer deems fit and proper;
- 3.** The phases of The Orchid Grandeur has been designed by the Owner/Developer only considering the best available layout and orientation of the project, the best possible elevation and aesthetics and the integration of each phase either completed earlier by the developer herein and any other project upon the adjacent land/phase to be developed by the developer herein for connecting all the phases of the Project and each phase shall have the right of access over all roads, pathways, infrastructure, communication system and integration thereof and/or addition thereto as may be required and that the Owner/Developer shall be entitled to expand the project by adding any other piece or parcel of land adjoining or contiguous to the Total land in any case the Buildings/Units which are constructed in such Total land shall be entitled to all facilities and/or utilities existent in the Said land including but not limited to connecting the drainage, sewerage, transformer, generator, cable ducts, water lines, and such other facilities and/or amenities and/or utilities which are to be intended to be provided in project and it shall be independent and a right secured with the Owner/Developer to enlarge and/or extend and/or expand the said project and construct additional blocks in the adjoining land and the right to open an access for ingress and egress to the adjoining land in such manner;
- 4.** The Purchaser/s hereby agrees that the Owner/Developer shall have full and absolute right without any interference to develop the other Phases and/or Phases of **The Orchid Grandeur** on the Total land and the Purchaser/s shall not raise any objection in the event the Owner/Developer herein adds and/or amalgamates the Total land as one project and any other land or property in the surroundings to the Schedule property and the said additional/amalgamated lands shall be treated as part and parcel of the project and the Owner/Developer and all unit Purchaser/s shall be entitled to use and enjoy the internal Roads/Passages as common road for the Total land (both for ingress and egress) and all common amenities, facilities, shall also be accordingly shared by the unit Purchaser/s of units in the said land and total land and the unit Purchaser/s in the added/additional land and the obligation to pay the common maintenance charges shall apply in respect of the construction on the added/ additional land and the construction on the Total land and shall be adhered to by the Purchaser/s herein along with the other co-owners. It is agreed that after execution and registration and Deed of Conveyance and/or handing over possession of the Unit to the Purchaser/s the common amenities of **"The Orchid Grandeur - Phase II"** may be situated in other phase/s of the Project and/or any other extensions and/or any other phase/phases in the Project and the nature of use of the

said common amenities shall not remain confined to the flat/unit owners of **"The Orchid Grandeur - Phase II"** and it is further clarified that Unit owners of other phases of "The Orchid Grandeur" shall also be entitled to use the common amenities and facilities in the project on such terms & conditions as the Owner/Developer may formulate for use and occupation thereof and upon the completion of all phases and extension of "The Orchid Grandeur" the Project shall be collectively known and identified as "The Orchid Grandeur";

- 5.** All Phases at The Orchid Grandeur on the total land irrespective of dwelling unit type and shall have common easement rights in all phases of "The Orchid Grandeur" and all the Unit owners of the Blocks comprised in all the Phases and/or Phases of the Project shall have the right to use the approach road and other common areas and facilities comprised in the entire project, for which the Purchaser/s shall not raise any objection of whatsoever nature and it is agreed between the parties that notwithstanding that any particular phase of "The Orchid Grandeur" being completed and the Unit owners of the said phase or part thereof having started to reside therein the right of the Owner/Developer to complete the other phases by utilizing and using the common roads, pathways of "The Orchid Grandeur" for the purpose of carrying men and materials and construction equipment notwithstanding the minor inconvenience that may be caused during the construction stage of various phases of "The Orchid Grandeur";
- 6.** The Owner/Developer proposes to provide a Club on adjoining lands, to be located in any phase of "The Orchid Grandeur" as the Owner/Developer may decide to and the Purchaser/s shall have the right to use the same in common with the Purchaser/s of other unit at without claiming any share/ ownership/title/interest therein. The Purchaser/s of a Unit shall become a member of the said Club and each member shall have the right of use the Club and its facilities on payment of Charges and Observance of rules and regulations of the Club. No right or lien of any nature whatsoever will be created or deemed to be created in favour of members, in respect of the assets of the Club. The Purchaser/s has waived its right to raise any objection for any matter relating to the Club and the limited right of the Purchaser/s shall be user right of the club facilities only on payment of applicable charges. The detailed terms and conditions of membership and rules and regulations governing use of the Club facilities will be formulated and circulated in due course before or after the Club is made operational. The Purchaser/s shall abide by the said rules and regulations. The Club will be managed, operated and maintained by the Maintenance Company and/or by any other suitable arrangement as Owner/Developer may decide. The Club Membership Charges shall be as decided by the Owner/Developer. In addition to this one-time payment, usage based charges including annual/monthly membership fees and/or subscription charges and/or operational costs/charges and/or additional facility charges shall be determined by the Maintenance Company and/or any other person as may designated by the Owner/Owner/Developer from time to time, the facilities and amenities to be made available at the club shall be as decided by the Owner/Developer. The Owner/Developer reserves the right to decide the amenities and facilities and/or the modifications thereto to be provided in the Club. The Club will be made operational at any time prior to completion of the last phase of "The Orchid Grandeur" and till the completion and till such time the club made fully operational the Owner/Developer shall operationalise the facility in the Club progressively the Purchaser/s also understands that the facilities in the club may not be fully complete and may not be fully operationalised as and when the Purchaser/s is handed over possession of the Unit in terms of this Agreement;

7. It is understood that the Purchaser/s has/have applied for allotment of Apartment(s)/Unit(s) with full knowledge of all the law/notifications and rules applicable to the said plot/Complex/project area, which have been fully understood by the Purchaser/s. It is further understood that the Purchaser/s has/have fully satisfied himself/herself/itself about the right, and/or interest of **OWNER/DEVELOPER** in the said plot on which construction has been undertaken and /or whereupon will be constructed;
8. It is understood that the Purchaser/s has/have applied for allotment of the Apartment(s)/Unit(s) for residential purposes only and not for any other purpose;
9. The Purchaser/s shall become member of the Association of Purchaser/s as and when the same is formed and the Association of Purchaser/s shall be in respect of each phase of The Orchid Grandeur and/or some phases of The Orchid Grandeur and/or the entire project of The Orchid Grandeur;

IN WITNESSES WHEREOF the parties hereto put their respective signatures on the date, month and year first above written;

WITNESSES:

1.

(SIGNATURE OF THE OWNER/DEVELOPER)

2.

(SIGNATURE OF THE PURCHASER/S)

Drafted by and prepared in my office;
Advocate

Typed by me:

