

DEED OF CONVEYANCE

This Deed Of Conveyance executed on this _____ day of _____, 20...

By and Between

SRI DINESH CHANDRA AGARWAL, (PAN AKRPA0604K) son of Late Ram Niwas Agarwal by faith Hindu, by Nationality: Indian, by occupation: Business , presently residing at Premises No. 11/2 Monoharpukur second Lane , P.O. Sarat Bose Road , P.S. Tollygunge now Rabindra Sarobar , Kolkata 700 029 hereinafter referred to and/or called as "the Owner" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs, executors, legal representatives, administrators, successor/s in interest and/or assigns) of the **First Part**;

MACMILAN INDUSTRIES LIMITED, PAN-AAHCM3730B Limited Company, Registered under the Companies Act, 1956 having its registered office at 10, Motilal Nehru Road, Police Station-Lake now Rabindra Sarobar, Kolkata-700029, represented by its Authorised Director SRI MILAN GHOSH, (PAN-AIRPG6759K and AADHAR No 413778700815) Son of Late Prasanta Ghosh, by faith : Hindu, by occupation : Business, nationality : Indian, residing at 65/4C, Jainuddin Mistry Lane, Flat No. C1, Post Office and Police Station - Chetla, Kolkata-700027 , (which term hereinafter referred to as the "Developer" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

AND

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its

successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at

_____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

[Please insert details of other allottee(s), in case of more than one allottee]

The Promoter and Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

BACKGROUND:

A. Shri .Dinesh Chandra Agarwal, son of Late Ram Niwas Agarwal, ("Owner") is the absolute and lawful owner of All that the piece and parcel of land measuring an area of 27.3 Katha, as per physical measurement land area measuring 27 Katha 3 Chitaks more or less along with all easement rights attached thereto situated, lying at holding No. 708, Kusumba under Rajpur - Sonarpur Municipality, ward No. 6 now 7, P.S. Sonarpur, Sub Registry office Sonarpur now Garia, comprised in Mouja Kusumba, J.L. No. 50, Pargana , Medanmallah, R.S. 138 , Khatian No. 1 119 under Dag No. 1656 &c 1659, Khatian No. 940 under Dag

No.1648 Touzi Nos. 1520 and 258-283, Khatian No.1119 and L.R. 3737 (consist of land area 13 Katha; 15 Chitak) , RS Dag No. 1659 and L.R. 1732, Khatian No. 1119 and L.R. 3737 (consist of and area (7 Katha; 14 Chitak) and R.S. Dag No. 1648 L.R. 1721 ,R.S. Khatian No. 940 and L.R. 3737 (consist of land area 5 Katha; 6 Chitak), Dist. South 24 Parganas ("Said Land") vide sale deed of Sale on 14/12/2007 in the office S.R. Sonarpur and recorded in Book No.1, Volume No. 21, Pages 1312 to 1330, Being No. 3376 for the year 2007.

B. The Owner and the Promoter have entered into a development agreement dated 4th day of July 2022 registered at the office of the D.S.R. - IV South 24-Parganas, District: South 24-Parganas in recorded in Book No.1, Volume No. 1604-2022, Pages 235634 to 235697 Being No. 160407341 for the year 2022

C. The Said Land is earmarked for the purpose of building a residential project, comprising Land Area as per Deed 27.3Katha and Land Area as per Assessment List 21katha 12Ch. 23Sq.ft i.e 1456.986 Sq.M .Partly Ground + Five Storied [18.650 meter height] and Partly Ground + Four Storied [15.600 meter height] multi-storeyed apartment buildings and additional Floor Area if approved by appropriate authority in due time and the said project shall be known as ' ANAMIKA PALMS ' ("Project");

D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;

E. The RAJPUR SONARPUR MUNICIPALITY has granted the commencement certificate to develop the Project vide approval dated bearing no. 1284 DTD.11.06.2021;

F. The Promoter has obtained the final layout plan approvals for the Project from RAJPUR SONARPUR MUNICIPALITY. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no. _____; on _____ under registration.

H. The Developer has since completed and/or is in the process of completing the construction of Partly Ground + Five Storied [18.650 meter height] and Partly Ground + Four Storied [15.600 meter height] multi-storeyed apartment buildings and additional Floor Area if approved by appropriate authority in due time and the said project shall be known as ' ANAMIKA PALMS ' ("Project") including the Units/Apartments comprised within all such has already obtained and/or in the process of obtaining the completion certificate of all such Units of the Project/Apartment from the authorities and have called upon and/or in the process of calling upon the Allottees/Purchasers of all such Units to take possession and to

complete the transfer/conveyance of their respective Units/Apartments together with rights and advantages appurtenant thereto. The Allottees/purchasers have been informed that the ultimate Common Areas and amenities of the Project/Apartment will, at all times, be shared among all allottee/ Unit/Apartments owner/ purchasers of the Project/Apartment .

- I. The Developer has since obtained the completion certificate of Project/Apartment and have since handed over and/or is in the process of handing over the possession of the Units/Apartments to the allottees/purchasers and have since also completed and/or is in the process of completing the execution and registration of the deeds of transfer/conveyance of the Units/Apartments of the said units of the Apartment in favour of the allottees/purchasers.
- J. The Purchaser herein, pursuant to the said offer of the Sellers in the Project, had under the the provisional allotment letter followed by an agreement for sale dated the ____ day of _____, 20____, executed by and between the Parties hereto and for the consideration and on the terms and conditions mentioned therein (the “**AGREEMENT FOR SALE/ALLOTMENT LETTER**”), agreed to purchase one apartment morefully described in the said Agreement For Sale/Allotment Letter and also morefully described in **PART – I, and PART – II** of the **SECOND SCHEDULE** hereunder written being the “**FLAT AND RIGHTS**”, and the “**CAR PARKING SPACES**” respectively and/or collectively the “**SAID APARTMENT**”.
- K. The Sellers have provided limited number of marked and numbered Covered parking areas within the Project in conformity with the Project Plan for the benefit of the allottees of the Project , the Seller have agreed to grant the exclusive right to park a vehicle in one of such demarcated Covered parking areas to the Purchaser with the sole objective of maintaining peace and harmony amongst the purchasers. The Covered Parking Space shall be reserved for use of Purchaser herein to the exclusion of the other purchasers in the Project and such right to exclusive use of the Purchaser shall be an indefeasible, inseparable and a vested right running with the Apartment (defined hereinabove).
- L. The Sellers are fully competent to execute this Deed of Conveyance and all legal formalities with respect to the right, title and interest of the Sellers regarding the Said Land for the Project of development to which this Deed of Conveyance relates is to be constructed, have been completed.
- M. The Sellers have obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment or buildings thereon, as the case may be from Rajpur-Sonarpur Municipality and also agrees and undertakes that it shall not make any changes to the Plan Project, except in strict compliance with the provisions of the Act and other laws as applicable;
- N. The Sellers have since completed the construction of the Units/Apartments in the Project including the Said Apartment and has also completed the construction of the common areas of the Project, as per details given in the **THIRD SCHEDULE** hereunder written, (the

“COMMON AREAS”) and has obtained the completion certificate of the Project from the Authorities.

- O. The Purchaser has since paid the entire consideration of the Said Apartment to the Developer and the Developer has put the Purchaser in possession of the said Apartment and has now called upon the Purchaser herein to complete the transfer/conveyance of the Said Apartment together with rights and advantages appurtenant thereto, to which the Purchaser has agreed.
- P. In pursuance of the aforesaid and by these presents the Said Apartment is being conveyed and/or transferred by the Sellers to the Purchaser.
- Q. The Purchaser has made himself fully satisfied about the title, right and entitlement of the Owner in the Said Land, the Said Plan, the construction made by the Developer, all background papers, the right of the Seller to grant this conveyance and the extent of the rights being granted in favour of the Purchaser herein and the Purchaser hereby accepts the same and will not raise any objection with regard thereto.
- R. The Purchaser has understood and has accepted the under mentioned scheme of the development of the Apartment .
 - a. **Extent Of Rights:-** The rights of the Purchaser is limited to the ownership of the Said Flat and Car Parking Spaces and the rights appurtenant and attributable to the Said Apartment. The Purchaser hereby accepts the same and the Purchaser shall not, under any circumstances, raise any claim, of ownership, contrary to the above.
 - b. **Common Areas (comprised within the Project) subject to change:** The Common Areas which are comprised within the Project and/or in other portions of the Apartment shall always be and remain subject to change and modification, as may be deemed fit and necessary by the Developer (without affecting the rights of the Purchaser, prejudicially) to accommodate its future plans regarding the Said Land and/or the Apartment and the Purchaser hereby accepts the same and shall not, under any circumstances, raise any objection, or hindrances thereto and/or shall be deemed to have granted an unconditional approval to such change in the Common Areas comprised within the Project or to be comprised in other portions of the Said Land and/or the Apartment .
 - c. **Only User Rights in Common Areas:-** The Purchaser shall only have user rights in the Common Areas comprised within the Project for beneficial use and enjoyment of the Said Apartment and the Purchaser hereby accepts the same and the Purchaser shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Common Area and/or other Common Areas of the Apartment . The Purchaser further agrees and accepts that Purchaser has been made aware that the Common Area of the Project.

NOW THIS INDENTURE WITNESSETH THAT:

In pursuance of the Agreement For Sale/Allotment Letter by and between the Parties hereto **AND** in consideration of the payments made by the Purchaser to the Developer, as more fully mentioned in the hereinabove and in consideration of the receipt of the respective entitlements (under the said - Development Agreement), by the Owner, from the Developer, (the receipt whereof the Developer as also the Owner doth hereby admit and acknowledge and of and from the payment of the same, forever release, discharge and acquit the Purchaser and the Said Apartment) , the Sellers do and each of them doth hereby grant, sell, convey, transfer, assign and assure unto the Purchaser **ALL THAT** the Flat And Rights and the Car Parking Spaces, if any, as per details given in **PART – I and PART-II**, respectively, of the **SECOND SCHEDULE** hereunder (herein before as also hereinafter, collectively, the “**SAID APARTMENT**”), **TO HAVE AND TO HOLD** the Said Apartment unto the Purchaser absolutely and forever free from all encumbrances, whatsoever, together with all benefits and advantages, rights, liberties, easements, privileges, appendages, and appurtenances whatsoever belonging to the Said Apartment or in anywise appertaining thereto, or any part thereof, usually held, used, occupied, accepted, enjoyed, reputed or known as part or parcel thereof **AND** the reversion or reversions, remainder or remainders, and the rents, issues, and profits of the Said Apartment **AND** all the estate, rights, title, interest, property, claim and demand, whatsoever, of the Sellers into or upon the Said Apartment **SUBJECT TO** the observance and performance of the specific covenants, stipulations, restrictions and obligations mentioned hereafter, all of which shall be and be deemed always deemed to be covenants running with the land **AND SUBJECT ALSO TO** the Purchaser paying and discharging all taxes, impositions etc. of the Said Apartment wholly and also common expenses of the Common Areas proportionately, **AND PROVIDED ALWAYS THAT** the Rights being the right to use undivided proportionate indivisible share of the Purchaser in the Common Areas and the right of user and enjoyment thereof as morefully mentioned in the **THIRD SCHEDULE** hereunder written shall always be deemed to have been conveyed to the Purchaser by the Sellers with the said Flat and Parking space even though the same, be not expressly mentioned in any further conveyance and/or instrument of transfer.

1. Purchaser’s Covenants:

The Purchaser (notwithstanding anything herein inconsistent or contrary to anything mentioned in the Agreement For Sale) doth hereby, agree, accept and covenant with the Sellers as follows:

1.1 Inspection of Plan/Fixtures/Fittings: The Purchaser has, inter alia, inspected and verified all the documents as also the Said Plan of the building(s) of Project and/or the Said Apartment (and/or the revised plans as aforesaid) and is satisfied as to the Said Plan (and/or the revised plans as aforesaid) and/or the construction of the building(s) of the Project and the condition and description of all fixtures and fittings installed and/or provided therein and also as to the amenities and facilities appertaining to the Said

Apartment and also to the nature, scope and extent of benefit or interest in the Project and/or in the common areas.

- 1.2 User:** The Purchaser shall use the Said Apartment only for the purpose of residence and for no other purpose whatsoever.

The Purchaser shall:

- 1.2.1 Payment of Rates and Taxes:** On and from the “Deemed Date of Possession” of the Said Apartment as mentioned in the Notice of Possession , (i.e. the date as may be so decided by the Developer and notified as such to all the allottees/purchasers including the Purchaser) shall pay all Property municipality taxes, khajna (land taxes), charges, levies and impositions payable as owner or the occupier of the Said Apartment in the Project as may be payable by the Purchaser and this liability shall be perpetual, even if not mentioned in any future conveyance or instrument of transfer. It is clarified here that the Purchaser has understood that it is the Purchasers obligation to have Said Apartment assessed by the competent authority. However till such assessment is made the Purchaser covenants to reimburse the Sellers/ Association, his/ her proportionate tax paid by the Sellers/ Association from the “Deemed Date of Possession”. In this regard, the Purchaser specifically agrees to be under obligation to pay to the Sellers or the Association and/or the Apartment Maintenance Body, as the case may be, within 15 (fifteen) days of demand by the Sellers or the Association and/or the Apartment Maintenance Body, as the case maybe, the Purchaser’s share of Property municipality taxes, khajna (land taxes), security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the building in which the Said Apartment is situated;
- 1.2.2 Colour Scheme/Modifications:** Not change/modify/alter the external façade (on all sides) of the Said Apartment or to make any structural changes of any nature, in any manner whatsoever and/or not to change/modify/alter the colour scheme of all areas/ surfaces of the Said Apartment which are part of the exterior elevation and/or part of the exterior colour scheme of the building(s).
- 1.2.3 Good Order and Condition:** Keep the interiors of the Said Apartment and the amenities and conveniences therein in good order and condition, normal wear and tear excepted.
- 1.2.4 Necessary Repairs and Maintenance:** Carry out the necessary internal repairs and incur all expenses, at its own, for the upkeep and maintenance of the Said Apartment without causing any inconvenience to the other owners/occupiers of the Project. In this regard, the Purchaser, shall after taking possession, be solely responsible to maintain the Said Apartment at the Purchaser’s 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, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any applicable laws or change or alter or make additions to the Said Apartment and shall keep the said Flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belongings thereto,

in good and tenable 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. The Purchaser further agrees to carry out such repairs or interior or any other works in the Said Apartment only between reasonable hours on working days so as not to cause any annoyance, nuisance and/or disturbance to the other co-buyers and/or co-occupiers of the Project;

- 1.2.5 Observance of Laws:** Observe all laws, rules and/or regulations and further ensure that under no circumstances, the Sellers are held responsible or liable for any liability, whatsoever, for the same. In this regard the Purchaser confirms that the Purchaser is signing and/or executing this deed of conveyance with full knowledge of all laws, rules, regulations, notifications applicable to the Project and that the Purchaser shall comply with and carry out, from time to time after the Purchaser has taken over the occupation and use the Said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Said Apartment at the Purchaser's own costs and expenses;
- 1.2.6 Signing of Documents:** shall sign and execute such papers and documents, and do all such acts, deeds, and things as may be necessary from time to time for safeguarding the mutual interests of the Sellers and other co-buyers and/or co-occupiers of the Project;
- 1.2.7 Drawing of Electrical Wires and Cables:** draw the 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 Sellers or to the other co-buyers and/or co-occupiers of the Project. The main electric meter shall be installed only at the common meter space in the building or the Project, as the case may be. 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 Project, the Said Land and outside walls of the buildings(s) save and except in the manner indicated by the Sellers or the Association or Apartment Maintenance Body, as the case may be;
- 1.2.8 Intimation About Tenant:** inform the Association and/or the Apartment Maintenance Body about the particulars including address, email-id and telephone number of the tenants/transferee etc. if the Purchaser lets out or sells the Said Apartment, ;
- 1.2.9 Domestic Help(s)/Driver(s)/Pet(s):** remain fully responsible for any domestic help(s) or driver(s), maid(s) etc. employed by the Purchaser and any pets kept by the purchaser;
- 1.2.10 Cable / Telecom / Broad-Band etc.:** avail the connectivity of cable, telecom/ broadband/ other similar telecom and IT facilities to the Project as maybe so provided by the Seller and shall be at liberty to avail the same and for the purpose may enter into agreement / contract (on such terms and conditions and for such period as the Seller shall so decide) with the service providers operating within the Project for providing these services and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/

demarcated by the Sellers within the Project and which would be declared to be common facilities by the Sellers. These contracts/ agreements, if any, entered into by the Sellers shall be continued for the period of validity of these contracts/agreements by the Association, who will take over the maintenance and management of Common Areas and thereafter, it may be renewed on terms and conditions as may be decided by the Association. The Purchaser (as also other unit owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the building or any window antenna, excepting that the Purchaser shall be entitled to avail the cable connection facilities of the designated providers to all the flat/units/Apartments.

1.2.11 Air Conditioning / Outdoor AC Unit / Split Air Conditioner: put up the outdoor AC unit / split unit, as the case maybe, in the ledge if any provided by the Developer **and** shall use only the route earmarked, if any, to take refrigerant piping etc., which the Purchaser shall have to strictly follow while installing AC units. The Purchaser shall not install any window air conditioning units anywhere in the Said Apartment and not change the manner of installation of air-conditioners in the bedrooms (if any) and in such areas where air-conditioners are not installed by the Sellers to install air-conditioners only in designated areas as approved by Sellers.

1.3 The Purchaser (after taking possession of the Said Apartment) shall not:

- 1.3.1 Repair:** Ask the Developer to undertake any repair or rectification work in the Said Apartment nor the Purchaser shall refuse or neglect to carry out any work directed by a competent authority or by the Association or the Apartment Maintenance Body, as the case maybe, to be executed in the portion of the building specifically attributable and/or relevant to the Said Apartment, and shall not require or hold the Sellers liable for execution of such works;
- 1.3.2 Complaint:** Raise any complaint regarding design, layout, accommodation, specifications, fittings and fixtures etc. of the Said Apartment and/or the amenities, utilities and/or facilities provided in the Said Apartment and/or in the Apartment and/or in the Apartment after the execution of these presents.
- 1.3.3 Nuisance:** Do, allow or cause to be done anything within or in the vicinity of the Said Apartment, which may cause nuisance or annoyance to others.
- 1.3.4 Storage of Hazardous Goods:** Store or bring or allow to be stored and brought in the Said Apartment any goods of hazardous or combustible nature or any heavy material that may affect or endanger the structural stability of the Said Apartment and shall take care while carrying heavy packages, which may damage or likely to likely to damage the staircases, common passages or any other structure of the building, including entrances of the building and in case any damage is caused to the building or the Said Apartment on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for making good the said damages;
- 1.3.5 Illegal or Immoral Use:** Use or permit the user of, any portion of the Said Apartment, for any illegal or immoral activities.
- 1.3.6 Cleanliness:** Accumulate or throw any dirt, rubbish, waste or refuse in or about the Said Apartment other than the area earmarked for such purposes.

- 1.3.7 Hindrances:** Keep any goods or other items in the corridors causing hindrance in any manner in the free movement in the corridors/lobbies and other places of common use in the building.
- 1.3.8 Obstruction:** Do any act, deed or thing whereby the rights of occupiers of other Units/Apartments in the building in which the Said Apartment is situated is unreasonably interfered or obstructed and shall do all acts, deed and things for the purpose of maintaining decency of the Said Apartment.
- 1.3.9 No Ownership Claim:** Neither have nor shall, at any time, in future, claim to have any share and/or interest and/or right of any nature whatsoever (except specifically conveyed under these presents) in other areas of the Project and/or in the Common Areas within the /Project and/or other Common Areas of the Apartment save and except the Said Apartment to the extent applicable under the scope of the relevant laws.
- 1.3.10 Put up Letter box/signage:** No name writing, letter box, drawing sign board plate neo-sign board or placard of any kind shall be put on in any window on the exterior of the Said Apartment or on the outside wall of the Buildings so as to be visible from outside the Said Apartment. Save at the place as be approved or provided by the Developer Provided however nothing contained herein shall prevent the Purchaser to put a decent name plate on the outface of the main door of the said flat or unit.
- 1.3.11 Object to the installations:** not to object to the erection, and maintenance of hoardings, display-signs, communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas etc. on the roofs of the buildings and/or other areas in the buildings and/or the Apartment which may be allowed to be put up to ensure better connectivity and/or better network within the Building and/or to augment the financial resources of the Association without being required to pay any charges for the same to anyone.
- 1.3.12 Remove Walls / Partition etc.:** remove any wall, including the outer and load bearing wall of the Said Apartment; In this regard the Purchaser shall not demolish or cause to be demolished the Said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor make any alteration in the elevation of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the Apartment without the prior written permission of the Sellers and/or the Association and/or the Apartment Maintenance Body, as the case maybe. In this regard, the Purchaser further covenants that the Purchaser shall not sub-divide the Said Apartment and/or any part or portion thereof. The Purchaser shall not close or permit the closing of verandahs, exclusive terrace, if any or lounges or balconies or lobbies and common parts or portions; even with collapsible gate/ grills. The Purchaser shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Said Apartment, The Purchaser shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the building in any manner whatsoever;

- 1.3.13 Insurance:** do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land and the building in which the Said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the said insurance;
- 1.3.14 Installation of Grills etc.:** install grills, the design of which has not been suggested and/or approved by the Sellers or the Association and/or the Apartment Maintenance Body or in any other manner do any other act which would affect or detract from the uniformity and aesthetics of the exterior of the building;
- 1.3.15 Not Build or Obstruct:** build, erect or put upon the Common Areas any item of any nature whatsoever; The Purchaser shall not obstruct and/or block any pathways, driveways, passages, side-walks, lobbies and/or common areas of the building or the Project in any manner;
- 1.3.16 Use of Parking Space:** keep in the Car Parking Space, shall not be allowed for anything other than cars or two wheeler parking.
- 1.3.17 Trademark of Sellers: use the name/mark of the Sellers** in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Said Apartment and if the Purchaser does so, the Purchaser shall be liable to pay damages to the Sellers and shall further be liable for prosecution for use of such mark of the Sellers;
- 1.3.18 Heavy Machinery:** keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances; The Purchaser shall not install or keep or run any generator in the Said Apartment, if any;
- 1.3.19 No Smoking: smoke in public places inside the Project** and/or the Apartment which is strictly prohibited and the Purchaser and his/her/its guests are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in the open and dispose them off in the pre-positioned dustbins after ensuring that the fire is fully smothered/extinguished;
- 1.3.20 No Plucking of Flowers in the Garden:** pluck flowers or stems from the gardens or plants;
- 1.3.21 No Littering:** throw or allow to be thrown litter on the grass planted within the /Project and/or the Apartment ;
- 1.3.22 No Trespassing:** trespass or allow to be trespassed over lawns and green plants within the Project and/or the Apartment ;
- 1.3.23 Not Overload Lifts:** overload the passenger lifts and shall move goods only through the staircase of the building;
- 1.3.24 Not Use Elevators During Fire:** use the stairs in case of fire;
- 1.3.25 Drying of Clothes:** put any clothes in or upon the windows, balconies and other portions which may be exposed in a manner or be visible to outsiders;

2. Owners' Covenants:

- a. The Owners doth hereby confirm that the Owners shall transfer and/or convey, absolutely and forever, the Common Areas, as mentioned in **the Third Schedule** hereunder written, to the Association Of flat/unit Owners , and on completion of the entire Apartment and as and when so required under Law, at the costs and expenses of the Association or collectively the purchasers of the various flats/units of all types (including the Purchaser herein) within the buildings of the Project and/or the Apartment constructed on the Said Land.
- b. The Owners doth hereby covenant that the Owners in future, shall, as and when required execute such documents that may be required for perfecting and bettering the title of the Said Apartment.

3. Developer's Covenants:

- a. The Developer doth hereby covenant with the Purchaser that the Developer in future, shall, at the request and cost of the Purchaser, or any of them, as the case may be, execute such documents that may be required for perfecting and bettering the title of the Purchaser to the Said Apartment to the Purchaser, if so required.
- b. The Developer, in due course, shall hand over the Common Areas to the association of flat/unit owners after duly obtaining the completion certificate (or such other certificate by whatever name called is issued by the competent authority) of the Apartment as provided in the Act. The Developer, unless prevented by fire, or some other irresistible force, shall, upon reasonable request and at the cost of the Purchaser or any one of them, cause to be produced to the Purchaser or their attorneys or agent for inspection the title deeds in connection with the Said Land in its custody and shall give photocopies thereof and in due course of time, to handover all such title deeds to the association of the flat/unit owners, when formed.
- c. While handing over such documents, etc. to the Association of flat/unit owners, when formed, the Developer will also handover all relevant documents of the Project and/or the Apartment such as sanction plan, completion plan, completion certificate, electrical drawings, plumbing drawings, fire NOC, lift licenses, generator permissions, all AMC Documents, and all other relevant documents to the elected nominees/board of managers of the association.

4. Mutual Covenants: AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-

4.1 Transfer/conveyance of Common Area: The Purchaser has been categorically made aware by the Sellers that the Rights as morefully mentioned in **PART – I** of the **FOURTH SCHEDULE** hereto is being transferred to the Purchaser as per the law prevailing on the date of execution and registration of this conveyance. The Purchaser has also been categorically made aware by the Sellers that at any time after the execution and registration of this conveyance, and in terms of the law(s) (especially, the West Bengal Housing Industry Regulation Act, 2017 (the “**Said Act**”) read with the West Bengal Housing Industry Regulation Rules, 2018 (the “**Said Rules**”) as is applicable in the state of West Bengal) the Sellers would be under obligation, inter alia, to transfer the Common Areas as

mentioned in the **THIRD SCHEDULE** hereunder written to the Association Of Flat/Unit Owners, (as defined below) when formed after completion of the entire Apartment . The Purchaser, hereby, unconditionally and unequivocally agrees and confirms that the Purchaser shall, if so required by the Sellers and/or by the registering authority, as the case maybe and upon receiving a request thereto from the Developer sign such deed of conveyance and/or give unconditional and unequivocal consent for such transfer of Common Areas to the Association and the Purchaser also agrees and confirms that such consent shall be and shall always be deemed to have been granted by the Purchaser to the Sellers. In case the Purchaser refuses to or delays in getting such transfer done within the time required by the Developer or the Act or Rules or Regulations or any other laws applicable from time to time, then the Developer shall as the constituted attorney of the Purchaser be entitled to execute such Deeds of Transfer and present the same for registration before the appropriate authority / Registrar and to also do all such acts and deeds, as are consequent and/or incidental thereto. The Purchaser further unconditionally confirms to bear the proportionate cost towards stamp duty and registration fees, if so required, at the time of such transfer. This obligation of the Purchaser, as aforesaid, shall be an essential covenant to be unconditionally complied with by the Purchaser and be deemed to be a covenant running with the land till it is complied with and/or be deemed to have been complied with by the Purchaser.

4.2 INTERIM MAINTENANCE OF THE APARTMENT : The Common Area comprised within the Project and/or in other parts of the Apartment , as more fully described in the **Third Schedule** hereunder written, shall be in the exclusive control, management and administration of the **Apartment Maintenance Body**, till such time that the Association under the Apartment Ownership Act is formed. The board of directors of the **Apartment Maintenance Body** has already been constituted, for the time being, by the Developer.

4.2.1 Upon handover of the maintenance of the **Apartment Maintenance Body**, the Developer shall resign and the Developer will constitute the board of directors of the **Apartment Maintenance Body**, (“**Interim Board Of Directors**”) which Interim Board of Directors of the **Apartment Maintenance Body** will take over the maintenance and management of the Apartment . As soon as possible, the Interim Board of Directors will cause the flat/unit owners of the **Apartment** to elect one representative from amongst themselves by election process to be so decided by them and the said elected representative will be taken as one of the directors in the board of directors of the **Apartment Maintenance Body**. The election will be valid for 1 (one) year and after the expiry of each year, fresh elections will be held from amongst the members of building and the elected representative of **Apartment** will then become a director of the **Apartment Maintenance Body**. The retiring director will also be eligible to offer himself/herself for re-election. The Purchaser (as also all other purchasers of all other unit/flat within the Apartment) will each pay the membership fees as applicable from time to time to become a member of the **Apartment Maintenance Body**. The Purchaser will be required to fill up the membership application form at the time of taking possession of the Said Apartment and the

membership certificate of the **Apartment** Maintenance Body will be issued to the Purchaser, in due course.

- 4.2.2** The Developer agrees that after completion of the entire **Apartment** and with such timeframe as prescribed in the West Bengal Apartment Ownership Act the Developer shall take necessary steps for formation of an association of flat/unit owners of the **Apartment** (the under the Apartment Ownership Act ("**Association**)). The Purchaser shall be liable to comply with the formalities of becoming members of Association and also to comply with the Rules and Bye-laws of the Association. The Developer, as prescribed under the Act and/or the West Bengal Apartment Ownership Act, 1972 (as amended from time to time) shall notify the purchasers of the Apartment regarding formation of the Association of the Apartment so as to enable them to constitute/form such Association. For this purpose, the Purchasers will execute a power of attorney in favour of the Developer and/or its nominee for making of the Deed of Declaration as provided under the West Bengal Apartment Ownership Act, 1972 and Rules thereof and in order to enable the Developer to take up and complete all formalities required for the Purchaser to become a member of the said Association.
- 4.2.3** Within 3 (three) months from the date of formation of the "Association" the Developer shall and handover the maintenance of the Common Areas from the **Apartment** Maintenance Body to Association and the Association shall take over the control, management and administration of all Common Areas within the Apartment The Deposits Sinking Fund/ Maintenance Deposit etc. paid/deposited by the Purchaser to the Developer shall also be transferred by the Developer to the said Association after adjustment of all dues of the Purchaser.
- 4.2.4** The rules, regulations and/or bye laws of the said Association shall not be inconsistent with or contrary or repugnant to the rights and entitlements of the Sellers, hereunder reserved and/or belonging to the Sellers and also those that the Sellers or the Developer have hereafter reserved.
- 4.2.5 Apportionment of Maintenance Expenses:** The mode and manner of apportionment of maintenance expenses of the Common Areas (either comprised within the Project or other portions of the **Apartment**) amongst the co-owners (including the Purchaser) will be decided by the **Apartment** Maintenance Body, if required, in consultation with the Seller. Such apportionment of maintenance expenses shall be final and binding on the Purchaser as well as on other co-owners. The payment of the maintenance expenses of the Common Areas within the Project and/or other Common Areas of the **Apartment**, wholly or partly, as the case may be, shall be made to the Apartment Maintenance Body or if so decided by the **Apartment** Maintenance Body to the Association, as the case may be, when formed and payment of the maintenance expenses of the Common Areas of the Apartment, in the manner so decided by the **Apartment** Maintenance Body (which Apartment Maintenance Body shall (as the context may so require) be deemed to be a federation of all the associations of the Apartment of the **Apartment** including the Association of the Project within the Apartment) shall be a precondition for the Purchaser to avail the benefits of user thereof and in case of non-payment of such expenses the Developer,

till such time it maintains such Common Areas or the **Apartment** Maintenance Body or the Association, when formed, and if so allowed by the **Apartment** Maintenance Body will be entitled to withhold /discontinue the services for the period of non-payment of such expenses by the Purchaser.

- 4.2.6** The Purchaser shall co-operate with the other co-buyers and co-occupiers of the Project and/or the Apartment , the Sellers and/or the Association and/or the **Apartment** Maintenance Body, as the case may be, in the management and maintenance of the Said Apartment, building and the Project and/or the **Apartment** and shall abide by the directions and decisions of the Sellers and/or the Association and/or the **Apartment** Maintenance Body, as the case may be, as may be made from time to time in the best interest of the Said Apartment, of the Project and/or of the Apartment ;
- 4.2.7** The maintenance and management of Common Areas by the Association/Interim Body will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.
- 4.2.8** The Allottee expressly agrees and acknowledges that it is obligatory on the part of the Allottee to regularly and punctually make payment of the proportionate share of the Common Charges and Expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the Co-Buyers and/or Co-Occupiers in the Project.
- 4.2.9** Till such time the Apartment Owners Association is formed and the maintenance of the building/ block is handed over to the Association, the Sellers shall look after the maintenance and for this purpose the Allottee shall pay to the Sellers ‘Supervision Charges’ calculated @ 10% on total CAM Cost per month for looking after the maintenance of the Project.
- 4.3 Cable/Broadband/Telephone Connection:** Provisions has been made only for two service providers as selected by the Developer for providing the services of cable, broadband, telephone etc.
- 4.4 The Purchaser's proportionate share** in all matters concerning the Said Apartment shall be the proportion which the carpet area of the Said Apartment may bear to the carpet area of all the Apartments/Units of the Project. It is clarified that while determining the proportionate share of the Purchaser to the various matters, the decision of the Sellers or the Association upon its formation shall be binding on the Purchaser.
- 4.5 The Purchaser shall be and remain responsible** for and to indemnify the Sellers and the Apartment Maintenance Body against all damages costs claims demands and proceedings occasioned or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser and shall also indemnify the Developer against all actions claims proceedings costs expenses and demands made against or suffered by the Developer as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-

fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser.

4.6 Any delay or indulgence by the Developer in enforcing the terms of this indenture or any forbearance or giving of time to the Purchaser shall not be construed as waiver of any breach or non-compliance by the Purchaser nor shall the same in any way or manner prejudice the rights to the Developer.

4.7 The Apartment shall bear the name "**ANAMIKA PALMS**".

4.8 This Indenture as aforesaid contains the entire agreement of the Parties and no oral representation or statement shall be considered valid or binding upon either of the Parties nor shall any provision of this indenture be terminated or waived except by written consent by all the Parties. In case of any inconsistency or contradiction the terms and conditions of this Indenture shall prevail. The Purchaser acknowledges upon signing of this indenture that no agreements, conditions, stipulations, representations, guarantees or warranties shall be deemed to have been made by the Sellers or its agents, servants or employees other than what is specifically set forth herein.

5. Interpretation:

1. Words importing singular number, shall wherever applicable, include plural number.
2. Words importing Masculine Gender shall, wherever applicable, include Feminine Gender and/or neuter Gender.
3. Reference to any clause shall mean such clause of this deed and include any sub clause thereof. Reference to any schedule shall mean such schedule to this deed and includes any parts of such Schedule.
4. Headings, Clause Titles, Capitalized expressions and bold expressions are given for convenience purposes only.

THE FIRST SCHEDULE ABOVE REFERRED TO

All that the piece and parcel of land measuring an area of 27.3 Katha, as per physical measurement land area measuring 27 Katha 3 Chitaks more or less along with all easement rights attached thereto situated, lying at holding No. 708, Kusumba under Rajput- - Sonarpur Municipality, ward No. 6 now 7, P.S. Sonarpur, Sub Registry office Sonarpur now Garia, comprised in Mouja Kusumba, J.L. No. 50, Pargana , Medanmallah, R.S. 138 , Khatian No. 1 119 under Dag No. 1656 &c 1659, Khatian No. 940 under Dag No.1648 Touzi Nos. 1520 and 258-283, Khatian No.1119 and L.R. 3737 (consist of land area 13 Katha; 15 Chitak) , RS Dag No. 1659 and L.R. 1732, Khatian No. 1119 and L.R. 3737 (consist of land area (7 Katha; 14 Chitak) and R.S. Dag No. 1648 L.R. 1721 R.S. Khatian No. 940 and L.R. 3737 (consist of land area 5 Katha; 6 Chitak), Dist. South 24 Parganas and butted and bounded of four sides as follows:-

ON THE NORTH:R.S. DAG No.1648(P) and L.R.1721(P),1654 & 1655

ON THE SOUTH:R.S. Dag No. 1656 &1657;

ON THE EAST:R.S. Dag No. 1660,1661 & 1644;

ON THE WEST:About 34 ft wide Municipal black top Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

(SAID APARTMENT)

(PART-I)

(FLAT& RIGHTS)

ALL THAT the apartment no. on the floor the building/block 10 having carpet area of square feet, more or less, comprised of BHK (bedrooms with kitchen, bathrooms etc.), ANDALONG WITH balcony/verandah admeasuring square feet, more or less, if applicable AND ALSO ALONG WITH the exclusive terrace area measuring, all of these are shown and marked in colour “.....” on the Plan “B” annexed hereto as ANNEXURE B (the “FLAT”)TOGETHER WITH right to use the Common Areas in common with the other occupants of the Apartment AND ALSO TOGETHER WITH the proportionate indivisible share in the Common Areas (including in the external wall thickness etc.) equivalent to sq. ft. (the “RIGHTS”) thereby collectively aggregating to a super built up area of square feet, be the same a little, more or less.

(PART – II)
(CAR PARKING SPACE)

1(One) Covered car parking space each admeasuring approximately square feet, be the same a little more or less.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Areas)

Common Areas of the Apartment:

- the entire land on which the building/building blocks of the Project are built proposed to be built;
- Community hall
- Lifts
- Common Staircases & Ramps
- Fire Refuge Platforms
- All Services Shafts & Ducts
- All Tanks, Reservoirs & Pits
- Pump Room
- All equipment, machineries & Pipe line installations for common use.
- Sewerage Treatment Plant

IN ADDITION TO THE ABOVE ALL THAT the right to use the common areas and/or the portions of the entire Apartment to be developed, as and when registered under WBRERA, and which will be earmarked/meant by the Sellers for beneficial common use and enjoyment of the Allottee/occupants of the Apartment and which are not earmarked/reserved for any specific person(s) or specific purpose(s) by the Sellers

MEMO OF CONSIDERATION

RECEIVED from the within named Purchasers the within mentioned sum of Rs. _____ /- (Rupees _____) only being the full consideration payable under these presents for the Said Apartment.

IN WITNESS WHEREOF the Parties hereto have executed this Conveyance at Kolkata on the day month and year first above written.

Executed and Delivered by the

Owner in the presence of :

1.

2.

Executed and Delivered by the

Developer in the presence of :

1.

2.

Executed and Delivered by the

Purchaser in the presence of:

1.

2.