

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE (“CONVEYANCE”)

executed on this day of , 2024

By and Between

- (i) **SAC FINANCE COMPANY PVT. LTD, (PAN AAEC6641N)** a company registered under Companies Act, having its registered office at 11, Crooked Lane, Kolkata, P.O. Esplanade, P.S. Hare Street, Pincode 700069, represented by its authorized signatory Mr. Sanjay Kumar Ganeriwal, (PAN No.ADMPG3998A), (Aadhar No.2835 3649 1096), (mobile no.9831047505) son of Late Girdhari Lal Ganeriwal, by Nationality – Indian, by faith - Hindu, by occupation: Service, residing at 493/C/A, G. T. Road (S), P.O. & P.S. Shibpur, Howrah – 711102, hereinafter referred to as the “**OWNER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the successors-in-interest/office and permitted assigns).
- (ii) **MOONRAKER CONSTRUCTIONS PVT LTD., (PAN AABCM9001H)**, a company incorporated under the provisions of the Companies Act, having its registered office at 11, Crooked Lane, Kolkata, P.O. Esplanade, P.S. Hare Street, Pincode 700069,, represented by its authorized signatory Mr. Sanjay Kumar Ganeriwal, (PAN No.ADMPG3998A), (Aadhar No.2835 3649 1096), (mobile no.9831047505) son of Late Girdhari Lal Ganeriwal, by Nationality – Indian, by faith - Hindu, by occupation: Service, residing at 493/C/A, G. T. Road (S), P.O. & P.S. Shibpur, Howrah – 711102, hereinafter referred to as the “**DEVELOPER**”(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the successors-in-interest/office and permitted assigns)

And

1. Mr., (Contact No-) (Aadhar no-.....), (PAN-) son/daughter/wife of Mr., **2. Mrs.** (Contact no-), (Aadhar No-) (PAN-), wife/daughter/son of presently residing at -----, hereinafter called the “**PURCHASER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the purchaser’s heirs, executors, administrators, successors-in-interest and permitted assigns) of the **OTHER PART**.

(The “**Owner**” and the “**Developer**”, collectively are referred to as the “**Promoters**”, and the “**Owner**”, “**Developer**” and the “**Purchaser**” are individually referred to as “**Party**” and collectively as “**Parties**”)

BACKGROUND:

- A.** The Owner is seized and possessed of and is the absolute owner of **ALL THAT** Piece and Parcel of Land measuring (as per the Deed of Conveyance dated 30.08.1985) 1Bigha, 5cottahs, 8Chittacks and 40sqft = 25Cottahs, 8Chittacks and 40sqft = 1709Sqmt more or less at Premises No. 109, Netaji Subhas Chandra Bose Road, Kolkata – 700040, Post Office & Police Station: Regent Park, Ward No. 97, Borough X, within the limits of Kolkata Municipal Corporation and which the Owner had acquired as stated hereunder.
- B.** By virtue of a Deed of Conveyance dated 30.08.1985 registered at ADSR-1 in Book no. 1 Volume no. 6, Pages 78 to 89, being no.12764 for the year1985 the aforesaid Duncan International (India) Limited transferred its absolute Right Title and Interest in respect of (2) Two Storied Brick built massge lands hereditaments and Premises

with servant quarters and garages together with the Piece and Parcel of Rent Redeemed Land admeasuring an area more or less 1Bigha, 5cottahs, 8Chittacks and 40sqft lying and situated No. 109, Netaji Subhas Chandra Bose Road, Kolkata – 700040 unto and in favour of Sac Finance Private Limited.

- C. By virtue of the aforesaid Deed, the Sac Finance Private Limited, became the absolute owner of Piece and Parcel of Land admeasuring an area more or less 1Bigha, 5cottahs, 8Chittacks and 40sqft i.e. = 25Cottahs, 8Chittacks and 40sqft = 1709Sqmt more or less at Premises No. 109, Netaji Subhas Chandra Bose Road, Kolkata – 700040, Post Office & Police Station: Regent Park, Ward No. 97, Borough X, within the limits of Kolkata Municipal Corporation.
- D. The said Sac Finance Company Private Limited being the absolute owner have duly mutated its names being Assessee no. 210971201587 in respect of Municipal premises no. 109, Netaji Subhas Chandra Bose Road.
- E. The said Sac Finance Company Private Limited being the absolute owner of the Land morefully and particularly described in the Schedule hereunder written (the “**PROPERTY**“). more fully described in the **FIRST SCHEDULE** hereto (the “**SAID LAND**”).
- F. The Owner had desired to and accordingly earmarked the Said Land for the purpose of building a project “**VISHNU PRIYA**” comprising of residential apartments as also commercial units and also other spaces and common areas (the “**PROJECT**”)
- G. The Owner has entered into an agreement dated the day of, registered in the office of, recorded in Book No. I Volume No. pages from to, being deed number for the year with the Developer for construction and development of the Project on the Said Land (the “**DEVELOPMENT AGREEMENT**”).
- H. The Developer has made a scheme of constructing and developing the Project for residential as also commercial units capable of independent use and also the common areas for convenience and beneficial use of all the occupiers of the Project.
- I. The common areas of the Project, inter alia, consists of amenities and facilities which are situated within the Project to be built on the Said Land all of which, however, (irrespective of the location thereof in which they will be constructed) are/would be earmarked and/or meant / to be meant to be used in common by all the occupants of the Project, in due course, as and when they are available for use and enjoyment, depending upon the progress of the construction and development of the Project on the said Land, as the case may be. The details of the common areas available for use in common by all the occupants of the Project are given in the **THIRD SCHEDULE** hereunder written (collectively the “**COMMON AREAS**”).
- J. The Promoters, at the first instance, demarcated a portion of the Said Land morefully described the **FIRST SCHEDULE** hereto. The Promoters caused a plan prepared by its architects for construction of several buildings and got the said plan sanctioned vide building plan no. (the “**SAID PLAN**”) and, inter alia, in the Project, took up construction and development of buildings of within the Project with provisions for amenities and facilities and has, accordingly, built and/or constructed flats/units in the buildings of the said Project.

- K.** The Promoters have registered the Project under the provisions of the West Bengal Real Estate Regulatory Authority (**WB RERA**) read with the rules framed thereunder (the “**Rules**”) at Kolkata, under registration no.
- L.** The Purchaser had applied for allotment of an apartment in the Project then under development vide application No. dated and under an agreement for sale dated the registered in the office of, (the “**SAID AGREEMENT**”) (and on the terms and conditions and on payment of the consideration amount agreed as per the payment plan mentioned therein), was allotted Apartment No. having chargeable area of square feet, and carpet area of square feet, more or less, on the floor in the building no. (the “**BUILDING**”) along with balcony/verandah as permissible under applicable law and of/together with pro rata share in the Common Areas of the entire Project, which Common Areas is defined in the **SECOND SCHEDULE** hereunder written. (morefully described in the **THIRD SCHEDULE** hereunder written and collectively the “**SAID UNIT**”).
- M.** The Developer has since completed the construction of the Project including the Said Unit in accordance with the Said Plan and has mainly completed the construction of the common areas of the Project, and has applied for the completion certificate of the said Project from the concerned authorities which is in process.
- N.** In pursuance of the aforesaid and by these presents the Said Unit (along with the rights appurtenant thereto) is being conveyed and/or transferred by the Promoter/Developer with the consent and concurrence of the Owner in favor of the Purchaser and the undivided proportionate share in the Common Areas which have been constructed and/or built upon by the Promoter/Developer as also the undivided proportionate share in the Common Areas which are not built upon and/or which are open to sky together with the right to use such Common Areas, in common, along with other occupants and maintenance staff etc. of the building/block of the Project to be constructed in due course of time (without causing any inconvenience or hindrance to them) is being conveyed and/or transferred by the Developer (with the consent and concurrence of the Owner) to the Purchaser.
- O.** The Purchaser has understood and has accepted the under mentioned scheme of the development of the Project.
- a. Development of Project:-** The Developers developing/financing and/or proposing to develop in due course, the entirety of the Said Land, comprising the Project.
- b. Completion of Development of Project:-** The Purchaser has seen, inspected and is completely satisfied with the development including the specifications in accordance with the Said Plan and the minor changes and/or addition and/or modifications in the Said Plan which have been made during the course of construction of the Project which is prejudicial to the interest of the Purchaser and the Purchaser has no objection to the construction of the said Project.
- c. Extent Of Rights:-** The rights of the Purchaser is limited to the ownership of the Said Unit and the rights appurtenant and attributable to the Said Unit. The Purchaser hereby accepts the same and the Purchaser shall not, under any circumstances, raise any claim, of ownership, contrary to the above.
- d. Common Areas (comprised within the Project)subject to change:-** The Common Areas which are comprised within the Project 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 Project. 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 Project.

- e. Only User Rights in Common Areas:-** The Purchaser shall only have User Rights in the Common Areas comprised within the to the extent required for beneficial use and enjoyment of the Said Unit 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 Project. In this context it is made clear that the Common Areas to be comprised in the entirety of the Said Land shall be shared in common amongst all the co-owners/allottees/purchasers of units in the said Project to be constructed on the entirety of the Said Land.
- f. Satisfaction of title:-** The Purchaser is fully satisfied about the Title of the Promoters, right and entitlement of the Owner in the Said Land, the Said Plan all background papers, the right of the Promoters to grant this conveyance, the scheme of the development described above and the extent of the rights being granted in favour of the Purchaser. The Purchaser hereby accepts the same and will not raise any objection with regard thereto.

1. NOW THIS INDENTURE WITNESSETH THAT:

In pursuance of the Said Agreement dated the day of, 2024 **AND** in consideration of the payments made by the Purchaser to the Developer, as more fully mentioned in the **FOURTH SCHEDULE** herein (the receipt whereof the Developer do hereby admit and acknowledge and of and from the payment of the same, forever release, discharge and acquit the Purchaser and the Said Unit and the rights and properties appurtenant thereto) the Developer doth hereby grant, sell, convey, transfer, assign and assure and the Owner doth hereby confirm the same unto the Purchaser **ALL THAT** the Said Unit (along with rights appurtenant thereto) as more fully described in **PART - I** of the **FOURTH SCHEDULE** hereunder written (hereinbefore as also hereinafter referred to as the “**SAID UNIT**”) **TOGETHER WITH** One Car Parking Space along with the undivided proportionate share as also the right to use the Common Areas, (morefully described in the **SECOND SCHEDULE** hereunder written, hereinbefore as also hereinafter collectively referred to as the “**COMMON AREAS**”) in common along with other occupants and maintenance staff etc. of the building/Project on the Said Land without causing any inconvenience or hindrance to them, morefully described in **PART II** of the **FOURTH SCHEDULE** hereunder written (collectively the “**COMMON AREA SHARE AND USER RIGHTS**”) **TO HAVE AND TO HOLD** the Said Unit And The Common Area Share And User Rights (hereinafter collectively referred to as the “**SAID UNIT AND THE RIGHTS APPURTENANT THERETO**”) 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 Unit And The Rights Appurtenant Thereto 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 Unit And The Rights Appurtenant Thereto **AND** all the estate, rights, title, interest, property, claim and demand, whatsoever, of the Promoters into or upon the Said Unit And The Rights Appurtenant Thereto **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 Unit And The Rights Appurtenant Thereto wholly and also common expenses of the Common Areas proportionately, **AND PROVIDED ALWAYS THAT** the undivided proportionate share in the Common Areas and the right of user and enjoyment thereof shall always be deemed to have been conveyed to the Purchaser by the Developer with the Said Unit even though the same, be not expressly mentioned in any further conveyance and/or instrument of transfer.

2. PURCHASER'S COVENANTS:

The Purchaser doth hereby, agree, accept and covenant with the Promoters as follows:

- 2.1. 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 the Project and/or the Said Unit and is satisfied as to the Said Plan 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 Unit and also to the nature, scope and extent of benefit or interest in the Project and/or in the common areas.
- 2.2. User:** Not to use the Said Unit or permit the same to be used for any purpose whatsoever other than for residential purposes and not to use the same for any purpose which may or is likely to cause any disadvantage discomfort nuisance or inconvenience to the other users and occupiers of the said premises and the neighbouring premises and shall not use the Said Unit for any illegal or immoral purposes or as an office, a boarding house, club house, health centre, nursing home, amusement or entertainment centre, eating or catering place, dispensary, clinic, gymnasium godown or as a meeting place or for any manufacturing or industrial activity;
- 2.3. Use of Common Areas:** The Purchaser, along with other purchasers/ occupants of other apartments/units in the Project to be constructed on the Said Land, will be entitled to use and enjoy only such of the Common Areas in the Project, as the case may be, which would be earmarked and/or designated for common use by the Promoters, at its sole discretion.
- 2.4.** It is satisfied with rights of the Owners and Developer.
- 2.5.** The Purchaser is satisfied with the Plan of the Unit, nature of construction made and the facilities and benefits offered, loading of saleable area in respect of the said Unit, rights and benefits granted to Purchaser and those reserved unto the Developer, retention of rights of Developer and the various extra amount and deposits paid by the Purchaser in terms of the Agreement.
- 2.6.** The mode and manner of apportionment of maintenance expenses of the Common Areas (either comprised within the Project or other portions of the Project) amongst the co-owners (including the Purchaser) will be decided by the Promoters and/or the Association upon its formation, as the case may be. In case of non-payment of maintenance expenses, the Promoters, till such time it maintains such Common Areas

or the Association, when formed, will be entitled to withhold /discontinue the services for the period of non-payment of maintenance expenses by the Purchaser.

2.7. The Purchaser shall:

2.7.1. Payment of Rates and Taxes: On and from the date so notified by the Developer to the Purchaser pay all taxes, charges, levies and impositions payable as owner or the occupier of the Said Unit 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. The Purchaser shall within six months from the date of execution of these presents, at their cost shall apply for obtaining mutation of their names as the owner until the same is done, the Purchaser shall pay proportionate tax to the Developer as may be deemed fit by the Developer.

2.7.2. Colour Scheme/Modifications: Not change/modify / alter the external façade (on all sides) of the Said Unit 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 Unit which are part of the exterior elevation and/or part of the exterior colour scheme of the building(s).

2.7.3. Good Order and Condition: Keep the interiors of the Said Unit and the amenities and conveniences therein in good order and condition, normal wear and tear excepted.

2.7.4. 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 Unit without causing any inconvenience to the other owners/occupiers of the Project.

2.7.5. 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.

2.7.6. Maintenance of Said Unit: Maintain the Said Unit at his 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 Unit, 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 Unit and shall keep the Said Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belongings thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized

2.8. The Purchaser shall not:

2.8.1. Repair: Ask the Developer to undertake any repair or rectification work in the Said Unit.

2.8.2. Complaint: Raise any complaint regarding design, layout, accommodation, specifications, fittings and fixtures etc. of the Said Unit and/or the amenities, utilities and/or facilities provided in the Said Unit and/or in the Project after the execution of these presents.

2.8.3. Nuisance: Allow or cause to be done anything within or in the vicinity of the Said Unit, which may cause nuisance or annoyance to others.

2.8.4. Storage of Hazardous Goods: Store or bring or allow to be stored and brought in the Said Unit any goods of hazardous or combustible nature or any

heavy material that may affect or endanger the structural stability of the Said Unit 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 Unit on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for making good the said damages;

2.8.5. 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 Project and/or in the Common Areas within the Project and/or other Common Areas of the Project save and except the Said Unit.

2.8.6. No other claim and/or demand: the Purchaser, before taking possession of the Said Unit has seen inspected and approved of the construction and shall not, in future, at any time, raise any demand and/or claim, whatsoever, with respect to the Said Unit and/or any delay caused by the Developer with respect to the handover of the Said Unit and/or other facilities and amenities that shall be handed over by the Developer in due course of time.

2.8.7. 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 Unit or on the outside wall of the Buildings so as to be visible from outside the Said Unit. 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.

2.8.8. 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 Project 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.

2.8.9. Restrictions and other obligations: As from the date of possession of the said unit, the Purchaser agrees and covenants:

- (i) To co-operate with the Developer and/or Association in the management and maintenance of the buildings of the Project;
- (ii) To observe the rules or regulations framed from time to time by the Developer, and/or Association in respect of the Said Unit and/or the building of the Project;
- (iii) To allow the authorized representatives of the Developer and/or and/or Association with or without workmen to enter into the Said Unit for the purpose of maintenance and repairs;
- (iv) To pay the charges of the electricity and other utilities in or relating to the Said Unit wholly and proportionately in relating to the Common Areas;
- (v) Not to sub-divide the Said Unit and/or the car parking space, if allotted, or any portion thereof;

- (vi) Not to throw or accumulate or cause or permit to be thrown or accumulated any dirt, rubbish or other refuse within the Said Unit and / or in the buildings of the Project or in any portion of the Common Areas save at the places indicated therefore;
- (vii) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the stability of the building or any part thereof;
- (viii) Not to fix or install air conditioner/s in the Said Unit save and except at the place/s which have specified in the Said Unit for the same;
- (ix) Not to do or cause anything to be done in or around the Said Unit which may cause or tend to cause or tantamount to cause or affect any damage to the Said Unit or to the flooring or ceiling of the Said Unit or any other portion over or below the Said Unit or adjacent to the Said Unit in any manner and not to interfere with the use and rights and enjoyment of any open spaces, passages or amenities available for common use;
- (x) Not to damage or demolish or cause to be damaged or demolished the Said Unit or any part thereof or the fittings and fixtures affixed thereto;
- (xi) Not to permit closing of the verandah or balconies or lobbies and Common Areas and also not to permit any alterations in the elevation;
- (xii) Not to fix grills in the verandah and/or windows which are not as per the designs suggested or approved by the Architect;
- (xiii) Not to make in the Said Unit any structural additions and / or alterations such as beams columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the Developer and/or any concerned authority;
- (xiv) Not to use the car parking space, if any allotted to the Purchaser, or permit the same to be used for any other purpose whatsoever other than for the parking of the Purchaser's own car and not to raise or put up any kutcha or pucca construction, grilled wall, enclosures thereon or part thereon and to keep the same always open and not to permit any person to stay / dwell there or store any articles therein;
- (xv) Not to park or allow its car or two wheeler etc. nor allow its visitors to do so to park or to be parked in the pathway or in the open spaces of the building or at any other place except at the space, if any, allotted to him/her/them/it, it being clarified that in case the Purchaser has been allotted with any open or covered car park, if any, such parking space shall be used for parking of a single vehicle and not multiple vehicle or combination of vehicles such a four wheeler with a two-wheeler etc.;
- (xvi) To use only those Common Areas for ingress and egress to the Said Unit, in common with the other occupiers of the building and the Purchaser shall have no right on any other portion and/or space in the building and/or the said premises;
- (xvii) To at all times keep the interior walls, fittings, fixtures, appurtenances, floor, ceiling etc. of the Said Unit in perfect condition and repair so as not to cause any damage to the building or any other space or accommodation thereon and keep the other occupiers of the building indemnified from and against the consequences of any damage arising therefrom;
- (xviii) Not to obstruct or object to the Developer doing or permitting anyone to do any construction, alteration or work in the said premises and/or the building;
- (xix) Not to affix or draw any wires, cables, pipes etc., from and to or through any of the common areas or other units;
- (xx) The Purchaser shall have only the proportionate right and interest in the Common Areas (save those reserved unto the Developer) and shall not do any act deed or thing

- which may in any way prevent and/or restrict the rights and liberties of the Developer or the other co-owners;
- (xxi) To regularly and punctually pay and discharge to the Developer or the Association or the concerned statutory semi-government body as the case may be all rates taxes maintenance charges common expenses impositions and all other outgoing in respect of the Said Unit and the rights and properties appurtenant thereto and also proportionately for the Common Areas and/or portions within the 7th (Seventh) day of every month according to the English calendar. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the Said Unit has been taken or not by the Purchaser;
 - (xxii) The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Developer and/or Association from time to time and the Purchaser shall be liable to pay the same. Further, the statement of account of the apportionment of charges as prepared by the Developer and/or Association shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same;
 - (xxiii) So long as each unit in the building is not separately assessed and mutated, the Purchaser shall from the date of possession and/or occupancy certificate whichever is earlier be liable to pay proportionate share of all the rates and taxes assessed on the entirety of the said premises, such proportion to be determined by the Developer on the basis of the area of the Said Unit.
 - (xxiv) After taking delivery of the Said Unit, the Purchaser shall take steps to have the Said Unit separately assessed and mutated. The Purchaser shall be liable and responsible for all the costs and consequences of non-observance of this clause;
 - (xxv) In case the Purchaser defaults or delays in making payment of all the aforesaid expenses, then the Developer or the Association shall also be entitled to withhold all utilities and facilities to the Purchaser and/or the Said Unit, including electricity, water supply and/or other services, during the time that the Purchaser is in default. In addition the Said Unit shall be deemed to be charged in favour of the Developer or the Association as the case may be, for all such amounts falling due together with interest;
 - (xxvi) In case the Developer and/or Association condones the default of the Purchaser, then and in such event, the Purchaser shall along with such dues and/or arrears, pay compensation for the loss and/or damages suffered by the Developer and/or Association and also interest at the rate of and ½ percent per month for the period of default on all amounts remaining unpaid together with reconnection charges.
 - (xxvii) And the Purchaser hereby undertakes not to raise any objection or to make any claim to the contrary under this Conveyance.

3. PROMOTERS' COVENANTS:

- 3.1.** The Promoters doth hereby covenant with the Purchaser that the Promoters in future, shall, at the request and cost of the Purchaser, execute such documents that may be required for perfecting and bettering the title of the Purchaser to the Said Unit.
- 3.2.** The Promoters, 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 for inspection the title deeds in connection with the Said Land in its custody and should give photocopies thereof and in due course of time.
- 3.3.** Hand over all title documents, etc. to the Association of flat/unit owners, after completion of construction of the Project, when formed and will also handover all

relevant documents of the Project 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 to be formed after completion of the project.

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 Share And User Rights:-** The Purchaser has been categorically made aware by the Promoters that the Common Area Share And User Rights as defined in **Part II** of the **SECOND SCHEDULE** hereunder written being conveyed/transferred to the Purchaser is being transferred 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 Promoters that at any time after the execution and registration of this conveyance, and in terms of the law(s) (especially, the Said Act read with the Said Rules as is applicable in the state of West Bengal) the Promoters would be under obligation, inter alia, to transfer the Common Areas as mentioned in the **SECOND SCHEDULE** hereunder written to the Association, (as defined below) when formed, the Purchaser, hereby, unconditionally and unequivocally agree and confirm that the Purchaser shall, upon receiving a request from the Promoters, 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 Promoters. The Purchaser further unconditionally confirms to bear the proportionate cost towards stamp duty and registration 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.** The Purchaser's proportionate share in all matters concerning the Said Unit And The Rights Appurtenant There To shall be the proportion which the carpet area of the Said Unit may bear to the carpet area of all the Apartments/Units of the Building/Project. It is clarified that while determining the proportionate share of the Purchaser to the various matters, the decision of the Promoters or the Association upon its formation shall be binding on the Purchaser.
- 4.3.** This Indenture as aforesaid, contains the entire agreement of the Parties. In case of any inconsistency or contradiction with the Agreement for Sale of the Said Unit, then the terms and conditions of this Indenture shall prevail. This Deed supersedes all writings/understanding agreements brochures and any other agreements between the parties hereto and the Purchaser agrees not to rely on the same save and except the applicable covenants of this Conveyance of the said Unit.

3. 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

(Said Land)

ALL THAT the piece and parcel of Land measuring an area of 1Bigha, 5cottahs, 8Chittacks and 40sqft = 25 Cottahs 8 chittaks 40 sq.ft. = 1709 Sqmt more or less at Premises No. 109, Netaji Subhas Chandra Bose Road, Kolkata – 700040, Post Office & Police Station: Regent Park, Ward No. 97, Borough X, within the limits of Kolkata Municipal Corporation District : 24 parganas (South).

THE SECOND SCHEDULE ABOVE REFERRED TO

(Common Areas)

ALL THAT the common areas, facilities, amenities and/or the portions of the Project including those situated within the Project, which are meant by the Promoters for beneficial common use and enjoyment of the Purchaser and/or other occupants of the buildings of the Project and/or the Project which are not earmarked/reserved for any specific person(s) or specific purpose(s) by the Promoters and shall include:

- (i) The Said Land on which the Project is situated including the Project land on which the Project is constructed and/or developed.
- (ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings within the Project;
- (iii) the common basements, terraces, parks, play areas open parking areas for visitors and common storage spaces
- (iv) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
- (v) installations of central services such as electricity, water and sanitation, etc.;
- (vi) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- (vii) all community facilities as provided in the Project;

(viii) all other portion of the Project, including those, situated within the Project, necessary or convenient for its maintenance, safety, etc., and earmarked by the Sellers for common use.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Part-I)

(Said Unit)

ALL THAT the residential apartment (together with balcony/verandah, if any) situated within the Project and delineated on the plan 'A' annexed hereto and bordered in colour "RED" thereon AND TOGETHER WITH the Right to use one standard size open car parking space as per details given herein below;

- (i) Block No : ..
- (ii) Unit No. :
- (iii) Floor No. :
- (iv) Carpet Areasq. ft., more or less, (Super Built-Up Area sq. ft.).
- (v) No. of car parking space.

(Part II)

(Common Area Share And User Right)

ALL THAT the undivided proportionate share as also the right to use the Common Areas (which common areas are morefully described in the Third Schedule herein above) along with the other occupants and maintenance staff etc. without causing any inconvenience or hindrance to them.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Consideration)

Rs.-/- (Rupees only) for the Said Unit along with one standard size open/closed/mechanical car parking space and the Properties Appurtenant Thereto, paid by the Purchaser to the Developer in full and final satisfaction and the Developer doth hereby admit and acknowledge the same.

IN WITNESS WHEREOFthe 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.

MEMO OF CONSIDERATION

RECEIVED from the within named Purchaser the within mentioned sum of Rs./- (Rupees only) being the full consideration payable under these presents for the Said Unit along with one standard size open car parking space and the Properties Appurtenant Thereto.

Developer

Witness:

(i) .

(ii)

DATED THIS DAY OF , 2024

BETWEEN

MOONRAKER CONSTRUCTIONS PVT. LTD.

.... DEVELOPER

AND

SAC FINANCE PVT. LTD.

....OWNER

AND

MR.

....PURCHASER

CONVEYANCE

Advocate