

THIS Deed of Conveyance made on this day of Two
Thousand

BETWEEN M/s MAHAMANI PROPERTIES PRIVATE LIMITED (CIN No. U45400WB2013PTC190653) a company incorporated under the provisions of the Companies Act, 1956/ 2013 and having its registered office at BA-17, Sector-1, Salt lake, P.O.- Bidhannagar, P.S. –Bidhannagar North, Kolkata- 700064, and its PAN is AAICM4413A, represented by one of its Director Sri SANJEEB GUPTA (Aadhar No.) authorised vide board resolution dated 21-08-2013 hereinafter referred to as the "Promoter" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its legal successor(s) in interest and permitted assigns) of the **FIRST PART,(1) G.M. ENCLAVE PRIVATE LIMITED**, (CIN No.) and its PAN is AACCG3332L, a Company incorporated under the Companies Act, 1956, having its registered office at AB-9, Sector – 1, Salt Lake City, P.O: Bidhannagar, P.S: Bidhannagar (North), Kolkata – 700 064 **(2) SHIVDHARA PROJECTS PRIVATE LIMITED**, (CIN No.) and its PAN is AANCS5897D, a Company incorporated under the Companies Act, 1956, having its registered office at BA-17, Sector-1, Salt lake, P.O.- Bidhannagar, P.S. – Bidhannagar North, Kolkata- 700064, both the abovenamed companies are being represented by it's common Director **MR. SANJEEB GUPTA** (having PAN: **ADUPG1777F**) son of Mr. Gopal Prasad Gupta, by Faith: Hindu, by Nationality: Indian, residing at BA-17, Salt Lake City, Sector – I, P.O: Bidhannagar, P.S. Bidhannagar (North), Kolkata – 700 064, and **(3) INOX AGENCY PRIVATE LIMITED**, (CIN No.)and its PAN is AACCI1141F,**(4) BHANUPRIYA MARKETING PRIVATE LIMITED** (CIN No.) and its PAN is AADCB8177B, both the Companies in SL. Nos. (3) & (4) within the meaning of the Companies Act 1956

having its registered office at AB – 9, Salt Lake City, Sector – 1, P.O: Bidhannagar, P.S. Bidhannagar (North), Kolkata – 700 064, and both the companies are being represented by its common authorized signatory **MR. SANJEEB GUPTA** son of Mr. Gopal Prasad Gupta, by Faith: Hindu, by Nationality: Indian, residing at BA-17, Salt Lake City, Sector – I, P.O: Bidhannagar, P.S. Bidhannagar (North), Kolkata – 700 064, hereinafter collectively referred to and called as the “**LANDOWNERS**” (which terms and expressions shall unless excluded by or repugnant to the context be deemed to mean and include its respective successors and successors at office, executors, administrator, representatives and assigns and nominee or nominees) of the **SECOND PART**

AND

(1)Mr./Mrs./Ms.....(having
Aadhar No.....) & (PAN No.:
.....)son/daughter/wife of Mr.....
by occupation :,

(2)Mr./Mrs./Ms.....(having
Aadhar No.....) & (PAN No.:
.....)son/daughter/wife of Mr.....
by occupation :, residing at

..... (hereinafter singly/ jointly, as the case may be, referred to as the "the **ALLOTTEE(S)**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/its/their heirs executors administrators and legal representatives and assigns) of the **THIRD PART**.

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

INTERPRETATIONS/ DEFINITIONS:

For the purpose of this agreement for sale, unless the context otherwise requires,-

- (a) "**Act**" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XL1 of 2017);
- (b) "**Rules**" means the West Bengal Housing Industry Regulation Rules, 2018;
- (c) "**Regulation**" means the Regulation made under the West Bengal Housing Industry Regulation;
- (d) "**Section**" means the section of the Act.

WHEREAS THE PROMOTER DECLARES THAT,-

A. (1) G.M. ENCLAVE PRIVATE LIMITED, (2) SHIVDHARA PROJECTS PRIVATE LIMITED, (3) INOX AGENCY PRIVATE LIMITED, (4) BHANUPRIYA MARKETING PRIVATE LIMITED, are the absolute and lawful Owners of inter alia ALL THAT piece and parcel of land measuring an area of 33 Cottahs, 15 Chittacks and 03 Square Feet lying and situated at Mouza Panihati comprised in J.L. No. 10, R.S. Dag Nos.1114 & 1115, R.S. Khanda Khatian Nos. 2113, 2102, 2112, 1748, 1763, 1778, at present modified Khatian Nos.2245,2244, 2246, 2177, 2178 and thereafter New Modified Khatian Nos. 2272, 2275, 2274 & 2273, being present Municipal Holding No. 173F formerly 175F & 176F under Ward No. 13 within the ambit of Panihati Municipality, being Premises No. 143, Barrackpore Trunk Road, Kolkata -700114, P.S. Khardah, District-24-Parganas(North), (hereinafter referred to as the said Land) vide sale deed(s) dated 02.06.2009 registered as document nos. 5412, 5413, for the year 2009 At the office of the Additional Registrar of Assurance at Kolkata & sale deed(s)

dated 25.11.2009 registered as document nos. 12914, 12921, 12923, 12922 for the year 2009 at the office of the Additional Registrar of Assurance II at Kolkata & sale deed(s) dated 03.02.2010 registered as document nos. 1145, 1147, 1148, 1146 for the year 2010 at the office of the Additional Registrar of Assurance II at Kolkata. The owner and the promoter have entered into a [collaboration development/ joint development] agreement dated 05.11.2014 Registered as document no. 08496 for the year 2014 at the office of the D.S.R. -1 North 24 Parganas.

- B.** The said land is earmarked for the purpose of Housing Development of a [commercial/residential/any other purpose] project, comprising G+VII multistoried apartment buildings consisting of two blocks namely Block- A & Block- B, and the said project shall be known as “**MEENA ICON**”.
- C.** The Owners by a registered Development Agreement duly appointed the Promoter herein as Promoter to develop the said Project in the terms and conditions as mentioned therein. 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.
- D.** Prior to formal execution of the said registered Development Agreement the Developer in mutual consent of the Landowners, prepared a Building Plan comprised of B + G + 7-storied building and obtained sanction of the same from the Panihati Municipality vide **B.P. No. 514 dated 06.09.2014** at its own costs and expenses and subsequently after execution of the said ‘Development Agreement’ and in terms and conditions thereunder, the Developer herein obtained the physical possession of the ‘Said Land’ from the Landowners and commenced the construction work of a residential-cum-commercial multi-storied building on and upon the said demised land which is under progress.

- E.** The Allottee had applied for an apartment in the Project vides application no. dated and By and under an Agreement for Sale dated _____ and registered at the office of the _____ in Book No. I, CD Volume No. ____, Pages ____ to _____, Being No. _____ for the year _____ (“Agreement for Sale”), the Vendor agreed to sell, convey and transfer and the Purchaser agreed to purchase the said Apartment Unit on the terms and conditions contained therein and has been allotted apartment no. having carpet area of square feet, type, on floor in (block/building) no. ("Building") along with garage/covered parking no. admeasuring square feet in the Common car parking Zone being demarcated portion as the flat, as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule-A and the floor plan or the apartment is annexed hereto and marked as Schedule-B);
- F.** The Parties have gone through all the terms & conditions set out in the Agreement and understood the mutual rights and obligations detailed herein.
- G.** The additional disclosures/details agreed between the parties are contained in Schedule hereto.

H. The Parties hereby confirm that they are signing this **Deed of Conveyance** with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.

I. In accordance with the terms and conditions set out in this **Deed of Conveyance** and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/Flat] and the garage/covered parking (if applicable) as specified in para G hereinabove.

Now this Deed of Conveyance witnesses:

1. **TERMS :**

1.1. Subject to the terms & conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase , the [Apartment / Flat] as specified in para 'G' hereinabove.

1.2. The Total Price for the [Apartment/ Flat] based on the carpet area is Rs. (in words Rupees..... only) ("**Total Price**") the Vendor doth hereby sell, convey and/or transfer to the Purchaser the following:

- (a) The residential apartment, described in Part-I of Schedule G (said Apartment);
- (b) Undivided, impartible, proportionate and variable share in the said Land, as be attributable and appurtenant to the said Apartment (Land Share);
- (c) Right to park a medium sized car in the parking space/s, described in Part-II of Schedule G hereto (Parking Space), **if any**; and

(d) Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the said Wing and the said Land, as be attributable and appurtenant to the said Apartment (Share In Common Areas)

- 1.3. The term 'the said Apartment Unit' wherever used in this Deed shall include all the properties and rights mentioned in Clause 6.1.1 hereinbefore which are being hereby sold and/or granted unless contrary to the context and it is expressly made clear that the same constitute one residential unit.
- 1.4. The rights of the Purchaser are limited to ownership of (1) the Said Apartment (2) the Land Share (3) the Share In Common Areas and (4) the Parking Space, if any, and the Purchaser hereby accepts the same and the Purchaser shall not, under any circumstances, raise any claim of ownership contrary to the above and also waives the right, if any, to do so.
- 1.5. Notwithstanding anything contained in the Agreement for Sale and/or this Deed of Conveyance, the Purchaser has irrevocably and unconditionally consented to and has no objection and shall under no circumstances have any objection to the Vendor in any manner or for any reason whatsoever (1) modifying the Sanctioned Plans, if necessary (2) constructing, additional floors in the Said Wing and/or additional wings in the Said Land (3) selling/using the Saleable Areas in the additional floors and/or the additional wings in any manner the Vendor desires and the same is and shall be deemed to be the previous written consent under the Act.
- 1.6. The Vendor shall be entitled at all times to install, display and maintain its name and/or logo on the roofs of the buildings comprised in the Said Land

and/or other areas in the said Land by putting up hoardings, display signs, neon-signs, lighted displays etc. without being required to pay any charges for the same and no one including the Apartment Owners and the Association shall be entitled to object or to hinder the same in any manner whatsoever. For this purpose, the Vendor shall however make payment of the electricity consumed regarding the above on actuals.

- 1.7. The Vendor may permit and/or grant rights to outside/third parties against payment of consideration/charges to the Vendor for setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems on the Common Areas of the Said Wing / Said Land and no one including the Apartment Owners and the Association shall be entitled to object to or hinder the same in any manner whatsoever. If any refundable Deposit is received from such outside/third parties, then the same shall be made over by the Vendor to the Association at the time of handing over of maintenance. Further, the recurring monthly consideration/charges, if any, shall be receivable by the Association after handing over of maintenance by the Vendor.
- 1.8. The Purchaser shall occupy, use, enjoy and possess the said Apartment Unit in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Apartment Owners and/or the Vendor.
- 1.9. The user right of the ultimate top roof of any Wing shall remain common to all Apartment Owners of the Said Wing (Common Roof) and all common

installations such as water tank and lift machine room shall be situated in such Common Roof. The Vendor shall always have the right of further construction on the entirety of the top roof and the Purchaser specifically agrees not to do any act that prevents or hinders such construction. After such construction on the top roof, the roof above such construction shall become the Common Roof for common use of all Apartment Owners of the Said Wing. The Vendor is entitled to shift any part of the Common Areas (including common installations like lift machine room and the water tank) to such top/ultimate roof upon further construction and also to make available the Common Areas and all utility connections and facilities to the additional/further constructions.

1.10. Besides the additions and alterations permissible under the Act and/or Rules framed there under, the Purchaser has irrevocably consented to and/or hereby irrevocably consents that the Vendor shall be entitled to construct additional/further floors on and above the top roof of the Said Wing and/or make other constructions elsewhere on the Said Land and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Said Wing / Said Land and/or the Common Areas and shall be entitled to deal with and dispose of all of the above in any manner whatsoever and the same is and shall be deemed to be the previous written consent under the Act. The Purchaser shall not have any right whatsoever in the additional/further constructions and the Purchaser agrees and covenants not to obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Purchaser due to and arising out of the said construction/developmental activity. The Purchaser also admits and accepts that the Vendor and/or employees and/or agents and/or contractors of the Vendor shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Purchaser shall not raise

any objection in any manner whatsoever with regard thereto. If any act or omission of the Purchaser results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the Said Wing / Project or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any Apartment or portion of the said Wing / Project, then in that event the Purchaser shall also be liable to pay to the Vendor compensation and/or damages that may be quantified by the Vendor and shall keep the Vendor indemnified in this regard. The Vendor shall, if required, obtain necessary permission / sanction from the concerned authorities regarding the above or get the same regularized/ approved on the basis that the Vendor has an irrevocable sole right in respect of the same and the Purchaser has irrevocably consented and/or hereby irrevocably consents to the same. It is agreed that such modifications, additions and/or alterations shall not affect the Agreed Consideration / Total Price and that the total number of Common Areas mentioned in Schedule C shall not be reduced to the detriment of the Purchaser.

1.11. In the event of the Vendor being made liable for payment of any tax (excepting Income Tax), fee, duty, levy, surcharge, cess, imposition or any other liability or any enhancement thereof under any statute or law for the time being in force or introduced/imposed in future (such as Goods and Service Tax or any other tax, fee and imposition levied by the State Government, Central Government or any other authority or body) (whether payable to the concerned authority by the Vendor or the Allottee) or if the Vendor is advised by its consultant that the Vendor is liable or shall be made liable for payment of any such tax, fee, duty, levy or other liability on account of the Vendor having agreed to perform the obligations under the Agreement for Sale and/or this Deed of Conveyance or having entered into the Agreement for Sale and/or this Deed of Conveyance, then and in that

event, the Purchaser shall be liable to pay all such tax, fee, duty, levy or other liability and hereby indemnifies and agrees to keep the Vendor indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The Vendor shall not be liable for the same or any portion thereof under any circumstances whatsoever and it is expressly agreed that the same shall be the liability of the Purchaser and the Vendor shall be entitled to collect/recover the same from the Purchaser. The taxes, fees, duties, levies or other liabilities so imposed or estimated by the Vendor's consultant shall be paid by the Purchaser within 15 (fifteen) days of demand being made by the Vendor.

1.12. The Purchaser shall be entitled To Have And To Hold the said Apartment Unit hereby granted, sold, conveyed, transferred, assigned, assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever in the manner not inconsistent with his rights hereunder subject to the Purchaser not committing any breach, default or violation and subject to the Purchaser not creating any hindrance relating to any of the rights and/or entitlements of any other Apartment Owners and/or the Vendor.

1.13. The sale of the said Apartment Unit is free from all encumbrances created by the Vendor but together with and subject to the mutual easements and restrictions mentioned in this Deed including in and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in, which shall be covenants running with the said Apartment Unit in perpetuity.

2. Covenants of the Vendor:

2.1. The Vendor hereby covenants with the Purchaser that it:

(a) has received the Agreed Consideration mentioned in Schedule-F and acknowledges the receipt thereof in the Memo of Consideration hereunder;

(b) has the right to sell, transfer and convey the said Apartment Unit to the Purchaser;

(c) shall keep the Purchaser well and sufficiently saved, harmless and indemnified of from and against all manner of encumbrances in respect of the said Apartment Unit created by the Vendor;

(d) shall, at the costs and reasonable requests of the Purchaser, do all acts and execute all necessary documents as may be reasonably required for more perfectly assuring the said Apartment Unit unto and in favour of the Purchaser.

2.2. The Vendor hereby further covenants with the Purchaser that the Purchaser shall, subject to observing, performing and complying with the mutual easements and restrictions mentioned in this Deed including in Schedule-D and with the terms, conditions, restrictions, stipulations, obligations and covenants contained in this Deed including in Clause 6.1, Clause 6.3 and Schedule E, peaceably own, hold and enjoy the said Apartment Unit.

3. Covenants of the Purchaser:

3.1. The Purchaser agrees, undertakes and covenants :

(a) to perform, observe and comply with all the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in as also elsewhere in this Deed including in particular

(b) to pay all outgoings such as maintenance charge and property taxes and all levies, duties, charges, surcharges, rates, taxes and outgoings including but not limited to, service tax, sales tax, GST, Works Contract Tax, betterment and/or development charges and any other tax, duty, levy or charge (Rates & Taxes) as also all enhancements and/or new impositions that may be and/or become payable at any time relating to the construction, transfer, ownership or maintenance of the said Apartment Unit and/or relating to the Agreement for Sale and/or this Deed of Conveyance (proportionately for the Said Land and/or the Said Wing and wholly for the Said Apartment Unit), on the basis of the bills to be raised by the Vendor/Facility Manager/Association (upon formation)/ Kolkata Municipal Corporation, such bills being conclusive proof of the liability of the Purchaser in respect thereof. The Purchaser further admits and accepts that the Purchaser shall not claim any deduction or abatement in the aforesaid bills

(c) to regularly and punctually pay and contribute all costs and expenses for the utilities and facilities provided and/or obtained in the said Apartment Unit and ensure that those to the other Apartment Units are not adversely affected by any acts or defaults of the Purchaser;

(d) not raise any objection or make any claim against the Vendor regarding the title of the Vendor to the said Land, the and other approvals

and permissions, all background papers, the construction and/or the completion of the said Wing/Project and/or the said Apartment Unit including regarding the quality, specifications, materials being used, structural stability, workmanship or regarding the already verified calculation of Carpet Area, Built-up Area and/or the mutually agreed ratio between built-up and super built-up areas of the said Apartment Unit and/or regarding any of the matters/items mentioned in hereinbefore and hereby waives the right, if any, regarding the above;

(e) not claim any right over and/or in respect of any open land at the said Wing/said Land or in any open or covered areas of the said Wing/said Land which is not meant to be a common area or portion as per the Vendor or in any Parking Spaces (whether covered or open) other than that mentioned in

(f) not claim any right over and/or in respect of the roofs of the said Wing save and except the right of common use and enjoyment;

(g) not raise any objection or claim against the Vendor or create any hindrance or obstruction in relation to the rights and entitlements of the Vendor including under Clause

(i) not object to the Vendor, its agents and/or assigns having the exclusive right at all times to install or set up and/or permit and/or grant rights to outside/third parties against payment of consideration/charges to the Vendor for installing and/or setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems within the said Wing/Project/said Land or on the roofs of the said Wing and no one including the Apartment Owners

(including the Purchaser) and the Association shall be entitled to object or to hinder the same in any manner whatsoever;

(j) not to hinder, obstruct or object to the Vendor erecting, installing, displaying and maintaining and/or to permitting and/or granting rights to outside/third parties to erect, install, display and maintain hoardings, display-signs, neon-signs, lighted displays etc. on the roofs of the said Wing and/or other areas in the said Wing and/or the said Land against payment of consideration/charges to the Vendor. Any revenue that may be earned, whether one-time or recurring, from such hoardings, display-signs, neon-signs, lighted displays etc. shall accrue to the Vendor exclusively and the Purchaser or the Association shall have not any claim regarding the same. For this purpose, the Vendor shall however make payment of the electricity consumed regarding the above on actuals;

3.2. The Purchaser agrees covenants and undertakes to make payment of all his dues under this Deed and to comply with and/or perform all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Purchaser in pursuance of this Deed or otherwise required by law.

4. Completion of Construction and Possession:

4.1. The Partial/Full Completion/Occupancy Certificate has been issued by the Corporation and the Vendor has on or before the execution of this Deed handed over to the Purchaser, physical possession of the said Apartment Unit. The Purchaser has taken possession of the said Apartment after inspection and fully satisfying himself/herself in all respects with the Sanctioned Plans sanctioned by the Corporation, construction of the said Wing, the Common Areas made ready till now and the said Apartment (including the quality and

specifications thereof, the carpet area, built up area and the super built up area of the said Apartment, the workmanship, specifications, quality of materials used and the structural stability of the said Wing) and confirms that he/she/they has/have no claim of whatsoever nature against the Vendor on any account whatsoever. The Purchaser agrees, undertakes and covenants not to make any claim or raise any dispute whatsoever against the Vendor under any circumstances whatsoever.

- 4.2. The Purchaser is entitled to use and occupy the said Apartment Unit for residential purpose and for no other purpose.

5. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT :

The Promoter shall be responsible to provide and maintain the essential services in the Project, till the taking over of the maintenance of the Project by the Association of allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment/Flat.

6. DEFECT LIABILITY :

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of by the allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within days, and in the event of Promoter's failure to rectify such defects within such time,

the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

7. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/Maintenance Agency/Association of allottees shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Association of allottees and/or Maintenance Agency to enter into the Apartment/Flat or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

8. USAGE:

Use of Basement and service areas:- The basement(s) and service areas, if any, as located within the Project Meena Icon, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of allottees formed by allottees for rendering maintenance services.

9. COMPLIANCE WITH RESPECT TO THE APARTMENT/ FLAT :

- 9.1. Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment/Flat at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building or the Apartment/ Flat, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment/ Flat, and keep the Apartment/ Flat, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.
- 9.2. The Allottee further undertakes, assures and guarantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the face façade of the building or anywhere on the exterior of the Project, buildings therein or common areas. The Allottees shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment/ Flat or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment/ Flat.
- 9.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of allottees and/or maintenance agency appointed by the Association of Allottees/Maintenance Society. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

10. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Deed of conveyance for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

11. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act

12. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Deed of Conveyance he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment.

13. APARTMENT OWNERSHIP ACT:

The Promoter has assured the allottees that the project in its entirety is in accordance with the provisions of The West Bengal Apartment ownership Act 1972).

14. PROVISIONS OF THIS DEED OF CONVEYANCE APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment/ Flat and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment/ Flat, in case of a transfer, as the said obligations go along with the Apartment/ Flat for all intents and purposes.

15. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE DEED OF CONVEYANCE:

Wherever in this Deed of Conveyance it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the Project, the same shall be the proportion which the carpet area of the Apartment/ Flat bears to the total carpet area of all the Apartments/Flats in the Project.

16. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Deed of Conveyance or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

17. PLACE OF EXECUTION :

The execution of this Deed of Conveyance shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata after the Deed of Conveyance is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Deed of Conveyance shall be registered at the office of the Sub-Registrar at A.D.S.R. Bidhannagar, Salt lake, Kolkata. Hence this Deed of Conveyance shall be deemed to have been executed at Kolkata.

18. NOTICES:

All the notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by registered post at their respective addresses specified below:-

M/s. MAHAMANI PROPERTIES PRIVATE LIMITED	Allottee(s) name
Address: BA-17, Sector-1, Salt lake, P.S.- North Bidhannagar, P.O.- Bidhannagar, Kolkata-700064.	Address.....

It

shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above

address by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee(s), as the case may be.

19. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).

20. SAVINGS:

Any application, letter, allotment letter, agreement or any other document signed by the allottee, in respect of the apartment, Flat or building, as the case may be, prior to the execution and registration of the Deed of Conveyance for such apartment, Flat or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the agreement for sale or under the Act, the rules or the regulations made thereunder.

21. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Deed of Conveyance shall be construed and enforced in accordance with the Act, rules and regulations made there under including other applicable laws of India for the time being in force.

22. DISPUTE RESOLUTION :

All or any dispute arising out of or touching upon or in relation to the terms and conditions of this Deed of Conveyance including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, between the Parties, failing which the dispute shall be settled in the manner as provided under the Act.

IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this Agreement for sale at(city/town name) in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:
Allottee: (including joint buyers)**

(1) Signature _____
Name _____
Address _____

(2) Signature _____
Name _____
Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature _____
Name _____
Address _____

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____ 2. Signature _____

Name _____ Name _____

Address _____ Address _____

SCHEDULE ‘.....’

1. **DESIGNATED APARTMENT :** ALL THAT the flat being Unit No. _____ containing a carpet area of _____ Square Feet more or less along with balcony with a carpet area of _____ Square Feet more or less and a total built-up area of Unit (including Balcony) of _____ Square Feet more or less on the _____ floor of the Tower _____ of the Project at the said land and limited common easement rights in specified common areas and facilities described in the Schedule-E hereunder and in the said Residential-cum-Commercial Buildings named “MEENA ICON” and at the Said Premises.

2. **PARKING :** _____ (particularly specified by the Promoter for the Residential Unit Owner/s)

3. **SAID LAND :**
ALL THAT piece and parcel of Bastu land measuring an area of 24 cottahs 13 chittaks 28 sq. ft. be the same a little more or less comprised in part of R.S. Dag No. 1114 and 9 cottahs 01 chittaks 20 sq. ft. be the same a little more or less comprised in part of R.S. Dag No. 1115 **total containing or admeasuring an area of 33 (Thirty Three) cottahs 15 (Fifteen) chittaks 03 (Three) Sq. ft** be the same a little more or less lying and situated at Mouza Panihati,

comprised in part of R.S. Dag Nos. 1114 & 1115, comprised out of R.S. Khanda Khatian Nos. 2113, 2102, 2112, 1748, 1763, 1778, thereafter recorded under 1446 subsequently recorded under modified Khatian Nos. 2177, 2178, 2244, 2245 & 2246 and thereafter New Modified Khatian Nos. 2272, 2275, 2274 & 2273, J.L. No.10, under P.S. Khardah, And rent payable to B.L.& L.R.O. BKP-II, Sodepur, Municipal Composite Holding No.175F at present Holding No. 173F under Ward No.13, within the Municipal Limits of Panihati Municipality, being Premises No. 143, Barrackpore Trunk Road, Kolkata – 700 114, Sub-Registry Office A.D.S.R. Barrackpore in the District of 24-Parganas(N). The Said Property is butted and bounded by:-

- ON THE NORTH : By Srinchi Tower;
 ON THE SOUTH : By Municipal Road;
 ON THE EAST : By Municipal Road;
 ON THE WEST : By B.T. Road;

SCHEDULE- ‘.....’ -

COMMON PORTIONS & FACILITIES

(WHICH ARE PART OF THE APARTMENT/ UNIT)

1. Areas:

- (a) Ingress and Egress: Rights of access from B.T. Road to Main Gate in the South-West portion of the premises and thereafter through right (southern) side passage leading to stair-case landing and lift of that particular portion of the Ground floor of the building/s and which shall be ultimately and particularly specified by the Developer for the residential unit- Owners/ Occupiers without infringing the rights to use the car ways for all the car parking owners either of residential units or of commercial units.
- (b) Open and/or covered paths and passages particularly on the right (Southern) side of the Building and/or the Premises save and except the access and passages particularly the entire Northern Portion leading from Main Gate as also North-East Portion to the extent of 50% of the rear or back portion of the Building as specified by the Developer for the

commercial unit-holders only for it's/their exclusive use as path, passages including for commercial car parking).

- (c) The part of Lobbies and staircases-landings with lift of the Building/s related to the residential Portions of the building/s and beside that the part of the Lobbies and staircases-landings in the Northern Portion only from 2nd Floor to Top Floor Purchasers.
- (d) Stair head Room, Lift Machine Room and Lift well of the Building/s.
- (e) Boundary walls and main gates of the Buildings and/ or the Premises.
- (f) Club with multi-gym facilities subject to obtaining membership upon payment for the purpose thereof as agreed hereto.
- (g) Community Hall.
- (h) Any other area/s enmarked by the Owners-Vendors herein/Developer herein for the common use of all the Flat/Unit/Apartment/Space owners.
- (i) Common toilets in the Ground Floor if there be any for the Residential Unit-Holders/Occupiers.
- (j) Security Guard Room/Outpost.
- (k) Limited rights of the ultimate roof for the purpose of; smooth water supply from overhead reservoir to the flats/units, smooth outlet of rain water, enjoyment of television service through fittings and maintenance of Dish Antenna etc. and also for repairing and maintenance purpose only for the smooth enjoyment of all the units by all the co-owners/co-occupiers of the buildings.

2. **Others:**

Other areas and installations and/or equipments if so provided by the Developer in the Buildings and/or the Premises at it's sole, choice and discretion, at extra cost for common use and enjoyment

RECEIVED of and from the within-named Purchaser the within-mentioned sum of
Rs. _____/- (Rupees
_____ only) being the agreed total
consideration money payable to the Vendor.

DRAFT

DATED THIS DAY OF 20...

BETWEEN

Mahamani Properties Private Limited

.....Vendor

AND

.....Purchaser

Conveyance

Apartment Unit no.....