

BY AND BETWEEN

(1) LEMON CONSTRUCTIONS PVT. LTD (PAN: AABCL1191R) a company incorporated under the Companies Act, 1956 having its registered office at 29/1, Kalabagan Lane, P.O. Santragachi, P.S. Shibpur, (now Chatterjeehat), Howrah- 711104, represented by its constituted attorney **PANSARI DEVELOPERS LIMITED (PAN: AABCP6809N)**, a company incorporated under the Companies Act, 2013, having its registered office at 14, N.S. Road, P.O. GPO, P.S. Hare Street, Kolkata- 700001 (represented by its authorized signatory **Tuhin Banerjee**, son of Sri Nabin Banerjee, by faith – Hindu, by occupation –Service, having **PAN – BENPB1010F**, **Aadhar No:** _____ working for gain at 14, N.S. Road, P.O. GPO, Police Station – Hare Street, Kolkata 700001) duly authorized and/or empowered to sign this conveyance under the registered power of attorney dated 29.01.2021 granted by the said Lemon Constructions to the Attorney and registered with the Registrar of Additional Registrar of Assurance – III, Kolkata, and recorded in Book No. I, Volume No. 1903-2021, Pages from 64510 to 64180 being No. 190301034 for the year 2021 hereinafter, referred to as the “**OWNER**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and/or assigns) of the **FIRST PART**;

AND

(2) PANSARI DEVELOPERS LIMITED (CIN L72200WB1996PLC079438) (PAN AABCP6809N), a company incorporated under the Companies Act, 2013, having its registered office at 14, N.S. Road, P.O. GPO, P.S. Hare Street, Kolkata – 700001, represented by its authorized signatory **SRI TUHIN BANERJEE (PAN BENPB1010F)**, son of Sri Nabin Banerjee, by faith hindu, by occupation service, residing at 14, N.S. Road, 4th Floor P.O. GPO, P.S. Hare Street, Kolkata – 700001, hereinafter referred to as the “**DEVELOPER**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and/or assigns) of the **SECOND PART**.

AND

[If the Purchaser is a company]

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

[OR]

[If the Purchaser 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 _____, (Aadhaar No. _____) duly authorized vide hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Purchaser is an Individual]

Mr. / Ms. _____ (Aadhaar No. _____) son/daughter of _____ aged about _____, residing at _____ (PAN _____),

hereinafter called the "**Purchaser**" (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 assigns).

[OR]

[If the Purchaser is a HUF]

Mr. _____ (Aadhaar 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 "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.

(Please insert details of other Purchaser(s) in case of more than one Purchaser)

(The Owner and the Developer are, collectively, referred to as the "**Promoters**" and the Owner, the Developer and the Purchaser are, hereinafter, collectively, referred to as the "**Parties**" and individually as a "**Party**").

I. **Definitions** - For the purpose of this Deed for Sale, unless the context otherwise requires,-

(a) "**Act**" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);

(b) "**Rules**" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;

(c) "**Regulations**" means the Regulations 2018 made under the West Bengal Housing Industry Regulation Act, 2017;

(d) "**Section**" means a section of the Act.

II. **WHEREAS:**

A. The Owner is the absolute and lawful owner of the property as more fully described in the **FIRST SCHEDULE** hereunder written (the "**SAID LAND**") as per the devolution of title of the Said Land more fully described in the **SECOND SCHEDULE** hereto.

B. The said Land is earmarked for the purpose of building a residential building comprising multistoried apartments and the

said building is popularly known as Purti Hastings (the "**COMPLEX**").

- C. The Owner has entered into an agreement with the Developer dated the 29th day of January, 2021, registered in the office of Additional Registrar of Assurances – III, Kolkata, in Book No. I Volume No. 1903-2021, Pages 64902 to 64974, being number 190301021 for the year 2021, (the "**SAID AGREEMENT**") for development of the Said Land by construction of the Complex on the terms and conditions mentioned in the Said Agreement.
- D. In terms of the Said Agreement the Owner has granted a power of attorney dated 29th January, 2021 registered in the office of Additional Registrar of Assurance – III, Kolkata, recorded in Book No. I, Volume No. 1903-2021 Pages 64150 to 64180, being numbered 190301034 for the year 2021 (the "**POA**") to the Developer (to be represented by Mr. Tuhin Banerjee and Mr. Ankit Agarwal jointly and/or severally) to enable the Developer to do various work for development of the Complex.
- E. A building plan has already been sanctioned by the authorities having Building permit bearing No. 2014090039 dated 04.09.2014 which has been subsequently revalidated and revised on 18.02.2020 by 567th MBC for development of the Project on the Said Land (the "**SAID PLAN**"). The Developer has since caused the Owner to apply for a revision of the Said Plan under the relevant law(s)/rules and the sanction thereof has since been obtained.
- F. The Developer has registered the Complex under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata under Registration No. _____.
- G. By an agreement for sale dated _____ (the "**AGREEMENT**"), the Developer and the Owner agreed to sell to the Purchaser (as allottee thereunder) and the Purchaser agreed to purchase from them **ALL THAT** the residential apartment (the "**FLAT**") along with parking spaces as permissible under the applicable law (the "**PARKING SPACES**") and also along with pro rata share (the "**SAID SHARE**") in the common area which common areas are

defined under clause (m) of section 2 of the Act (collectively the "**COMMON AREAS**") as also the right to use (along with other occupants and maintenance staff etc. of the Complex) the Common Areas (the "**RIGHTS**") all of which are more particularly described in **Part I, Part II, Part III** and **Part IV** respectively of the **THIRD SCHEDULE** hereunder written (collectively the "**SAID APARTMENT**").

- H. The Developer has since completed the construction of the Complex including the Flat and the Parking Spaces as also the Common Areas (which includes the Said Share). The Developer has also since obtained the completion certificate of the Complex from the competent authorities being no. _____ dated _____.
- I. The Purchaser has since paid the entire consideration of the Said Apartment to the Developer and the Promoters have put the Purchaser in possession of the Flat as also of the Parking Spaces and the Promoters has now called upon the Purchaser herein to complete the transfer/conveyance of the Said Apartment which the Purchaser has agreed to complete by these presents.
- J. The Purchaser has made himself fully satisfied about the right, title and/or entitlement of the Owner to the Said Land, the Said Plan, the construction made by the Developer, all background papers, the right of the Promoters to grant this conveyance 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.
- K. The Parties have gone through all the terms and conditions set out in this Deed and have understood the mutual rights and obligations detailed herein. In particular, the Purchaser has understood and has accepted the under mentioned scheme of the development of the Complex.
- a. **Development of Complex:-** The Promoters are developing the Complex on the Said Land in terms of the Said Plan.
- b. **Extent Of Rights:-** The rights of the Purchaser is limited to the ownership of the Flat, the Parking Spaces, the Said Share in the Common Areas and the Rights to use such Common Areas along

with rights appurtenant and/or attributable thereto. The Purchaser agrees and accepts that the Purchaser has been made aware of the fact that the Common Areas of the Complex shall, in due course of time, be transferred to the association of the allottees/purchasers of flats/units/constructed spaces of the Complex (the "**Association**") as per the prevailing laws. The Purchaser hereby accepts the same and shall not, under any circumstances, raise any claim, of ownership, contrary thereto.

- c. **Common Areas (comprised within the Complex) subject to change:** The Common Areas which are comprised within the Complex shall always be and remain subject to change and modification, as may be deemed fit and necessary by the Promoters and/or the Developer (without affecting the rights of the Purchaser, prejudicially) to accommodate its future plans regarding the Said Land and/or the Complex and/or additional areas which may be added to the Complex 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.
- d. **User Rights in Common Areas:-** Notwithstanding the Said Share of the Purchaser in the Common Areas and/or the transfer of the Common Areas to the Association under the prevailing law(s) the Purchaser shall have the right to use the Common Areas comprised within the Complex to the extent required for beneficial use and enjoyment of the said Flat and/or the Parking Spaces and the Purchaser hereby accepts the same and shall not, under any circumstances, raise any claim of ownership contrary thereto.
- e. **Development of additional land:** Notwithstanding anything contained in this conveyance, the Purchaser shall have no objection and shall be deemed to have granted unconditional approval to the Promoters and/or the Developer herein for: (1) integrating or adding future land or buildings to the Complex and for this purpose demolishing boundary walls and affixing gates wherever necessary and connecting existing roads to future roads, (2) extending, modifying, realigning the Common Areas, (3) modifying the Said Plan, as may be necessary in this regard and (4)

granting to the other allottees of the apartment/units of buildings in such added areas, as the case may be, all forms of rights to use of the said Common Areas.

- L. In pursuance of the aforesaid and by these presents the Said Apartment is being conveyed and/or transferred by the Promoters to the Purchaser.

1. NOW THIS INDENTURE WITNESSETH THAT:

In pursuance of the Agreement and in consideration of the payments made by the Purchaser to the Developer, as more fully mentioned in the **FOURTH SCHEDULE** hereunder written (all of which payments have been made to the Developer in terms of the Said Agreement dated 29/01/2021, and the receipt whereof the Developer do hereby as also by the Memo hereunder written admit and acknowledge to have received and of and from the payment of the same, forever release, discharge and acquit the Purchaser and the Said Apartment), the Promoters do and each of them doth hereby grant, sell, convey, transfer, assign and assure unto the Purchaser **ALL THAT** the Flat, the Parking Spaces the Said Share and the Rights as per details given in **PART - I, PART - II, PART III AND PART IV** respectively, of the **THIRD 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 Promoters 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 Said Share, being the undivided proportionate

indivisible share of the Purchaser in the Common Areas and the Rights being the right of user and enjoyment of the Common Areas thereof shall always be deemed to have been conveyed to the Purchaser by the Promoters with the said Flat and Parking space 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 that the Purchaser:

1. **Inspection of Plan/Fixtures/Fittings:** has, inter alia, inspected and verified all the documents as also the Said Plan of the Complex and/or the said Flat and the Parking Space and is satisfied in respect thereof and/or the construction of the Complex and the condition and description of all fixtures and fittings installed and/or provided therein and also to the nature, scope and extent of benefit or interest of the Purchaser in the Complex and/or in the Common Areas.
2. **User:** shall use the said Flat for residential purposes and for no other purpose whatsoever. The service areas located within the Complex, shall be always deemed to have been earmarked for purposes such as the parking spaces and services including but not limited to electric meter room , underground water tanks,, maintenance and service rooms, fetc. and other permitted uses as per the Said Plan and/or the revised plans as mentioned herein and that the Purchaser shall not be permitted to use the service areas in any other manner whatsoever, other than those so earmarked for specified purposes, and all such spaces shall be reserved for use by the Promoters and/or the Association and/or the Complex Maintenance Body, as the case maybe, for rendering maintenance services and/or use for specified purposes;
3. **Use of Common Areas:** shall, along with other purchasers/ occupants of other apartments/units in the Complex be entitled to use and enjoy only such of the Common Areas which would be earmarked and/or designated for common use by the Promoters and/or as so permitted under the Act.

4. **Payment of Rates and Taxes:** pay, (on and from the “Deemed Date of Possession” of the said Flat and the Parking Spaces as mentioned in the Notice of Possession , i.e. the date as may be so decided by the Promoters and notified as such to all the allottees/purchasers including the Purchaser herein) all Property taxes, charges, levies and impositions payable as owner or the occupier of the said Flat and the Parking Spaces 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 Purchaser’s obligation to have the said Flat assessed by the competent authority. However till such assessment is made the Purchaser covenants to reimburse to the Promoters and/or the Association and/or the Complex Maintenance Body, as the case maybe, the Purchaser’s proportionate tax paid by the Promoters and/or the Association and/or the Complex Maintenance Body, as the case maybe, from the “Deemed Date of Possession”. In this regard, the Purchaser specifically agrees to be under obligation to pay to the Promoters or the Association and/or the Complex Maintenance Body, as the case may be, within 15 (fifteen) days of demand by the Promoters or the Association and/or the Complex Maintenance Body, as the case maybe, the Purchaser’s share of 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 Flat is situated;
5. **Colour Scheme/Modifications:** shall not change/modify or alter the external façade (on all sides) of the said Flat in any manner whatsoever and/or not to change/modify or alter the colour scheme of all areas/ surfaces of the said Flat which are part of the exterior elevation and/or part of the exterior colour scheme of the Complex.
6. **Good Order and Condition:** shall keep the interiors of the said Flat and the amenities and conveniences therein in good order and condition, normal wear and tear excepted and shall not do or caused to be done anything in or to the building, or the said Flat, 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 Flat and shall keep the said Flat, 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 Complex is not in any way damaged or jeopardized;

7. **Necessary Repairs and Maintenance:** shall carry out the necessary internal repairs and incur all expenses, at its own, for the upkeep and maintenance of the said Flat between reasonable hours on working days without causing any annoyance, nuisance and/or disturbance to the other co-buyers and/or co-occupiers of the Complex;
8. **Observance of Laws:** shall observe all laws, rules and/or regulations and further ensure that under no circumstances, the Promoter are held responsible or liable for any liability, whatsoever, for the same. The Purchaser shall abide by and observe at all times the regulations framed by the Promoter and/or the Association and/or the Complex Maintenance Body, as the case may be, from time to time for peaceful use and enjoyment and maintenance and management of the said Flat and/or the Complex and shall also abide by the Applicable Laws;
9. **Intimation About Tenant:** shall inform the Promoters or the Association and/or the Complex Maintenance Body, as the case may be, about the particulars including address, email-id and telephone number of the tenants/transferee etc. if the Purchaser lets out or sells the said Flat;
10. **Air Conditioning / Outdoor AC Unit / Split Air Conditioner:** shall put up the outdoor AC unit / split unit, as the case maybe, in the ledge if any provided by the Promoters 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 Flat 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 Promoters and shall install air-conditioners only in designated areas as approved by the Promoters.

11. **Cooperation with other co-buyers or co-occupiers:** shall cooperate with the other co-buyers and co-occupiers of the Complex, the Promoters and/or the Association, and/or the Complex Maintenance Body, as the case maybe, in the management and maintenance of the said Flat and the Complex and shall abide by the directions and decisions of the Promoters and/or the Association and/or the Complex Maintenance Body, as the case maybe, as may be made from time to time in the best interest and peaceful use and enjoyment and maintenance and management of the said Flat and/or the Complex;
12. **Damages/contribution for common installations:** shall pay to the Promoters or the Association, and/or the Complex Maintenance Body, as the case maybe, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the Complex, that has been caused by the negligence and/or wilful act of the Purchaser and/or any occupier of the said Flat and/or family members, guests or servants of the Purchaser or such other occupiers of the apartment/flats;
13. **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 Promoters and other co-buyers and/or co-occupiers of the Complex
14. **Drawing of Electrical Wires and Cables:** shall draw the electric lines/wires, television cables, broadband data cables and telephone cables to the said Flat only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoters or to the other co-buyers and/or co-occupiers of the Complex. The main electric meter shall be installed only at the common meter space in the Complex. 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 Complex, the Said Land and outside walls of the building save and except in the manner indicated by the

Promoters or the Association and/or the Complex Maintenance Body, as the case maybe;

15. **Neon signs, hoardings etc.:** shall not object to the Promoters or the Association and/or the Complex Maintenance Body, as the case maybe, putting up any neon sign, hoardings and other display materials on any part or portion of the Common Areas.
16. **Domestic Help(s)/Driver(s)/Pet(s):** shall 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; The Purchaser shall ensure that the domestic help(s)/service provider(s) visiting the said Flat and/or employed by the Purchaser shall use only the common toilet(s) and while so using, keep the common toilets clean and dry.
17. **Use of Swimming Pool:** shall use the Swimming Pool within the Complex only as a facility for enjoyment of the owners of residential apartments (including the Purchaser) of the Complex and will use the same as per the Rules and Regulations framed from time to time subject to payment of usage charges as so applicable.
18. **Cable / Telecom / Broad-Band etc.:** shall avail the connectivity of cable, telecom/ broadband/ other similar telecom and IT facilities to the Complex as maybe so provided by the Promoters 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 Promoters shall so decide) with the service providers operating within the Complex 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 Promoters within the Complex and which would be declared to be common facilities by the Promoters. These contracts/ agreements, if any, entered into by the Promoters 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 of the Complex 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.

19. The Purchaser (after taking possession of the said Flat) shall not:

- 1. Repair:** ask the Promoters to undertake any repair or rectification work in the said Flat nor the Purchaser shall refuse or neglect to carry out any work after the Purchaser had taken possession thereof, directed by a competent authority or by the Complex Maintenance Body and/or the Association, as the case maybe, to be executed in the portion of the building specifically attributable and/or relevant to the said Flat, and shall not require or hold the Promoters liable for execution of such works;

- 2. Complaint:** raise any complaint regarding design, layout, accommodation, specifications, fittings and fixtures etc. of the said Flat and/or the amenities, utilities and/or facilities provided in the said Flat and/or the Parking Spaces and/or in the Complex after the execution of these presents.

- 3. Nuisance:** do, allow or cause to be done anything within or in the vicinity of the said Flat and/or the Parking Spaces, which may cause nuisance or annoyance to others. The Purchaser shall not make or permit any disturbing noises in the said Flat by the Purchaser himself, his family, his invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other co-buyers and/or co-occupiers of the Complex;

- 4. Storage of Hazardous Goods:** store or bring or allow to be stored and brought in the said Flat and/or the Parking Spaces any goods of hazardous or combustible nature or any heavy material that may affect or endanger the structural stability of the said Flat or install and operate any machine or equipment save usual home appliances 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 Complex and in case any damage is caused to the building and/or the said Flat and/or the Parking Space on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for making good the said damages.
- 5. Illegal or Immoral Use:** use or permit the user of, any portion of the said Flat, for any illegal or immoral activities.
- 6. Cleanliness:** not accumulate or throw any dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown in or about the said Flat and/or the Parking Spaces or any portion of the Said Land and the building in which the said Flat is situated, other than in the area earmarked for the such purpose;
- 7. Hindrances:** obstruct and/or block and/or keep any goods or other items in the corridors causing hindrance in any manner in the free movement in the corridors ,any pathways, driveways, passages, side-walks, lobbies and other places of common use in the Complex in any manner;

- 8. Obstruction or Build:** do any act, deed or thing whereby the rights of occupiers of other flat owners in the Complex is unreasonably interfered or obstructed and shall do all acts, deed and things for the purpose of maintaining decency of the said Flat. The Purchaser shall not 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 Complex in any manner;
- 9. Object construction:** Object to the construction of building(s) (to be included within and as a part of the Complex) on additional land and/or added areas adjoining the Complex over a period of time and/or shall not object to the Promoters/Developer combining such areas into the Complex with one or more buildings and/or to share and/or apportion any benefit and advantage, access way, portion of utility etc. arising out of such combination /addition with the Complex.
- 10. Put up Letter box/signage:** not put up any name writing, letter box, drawing sign board plate neo-sign board or placard of any kind on any window on the exterior of the said Flat or on the outside wall of the Complex so as to be visible from outside the said Flat. Save at the place as be approved or provided by the Promoters. Nothing contained herein shall, however, prevent the Purchaser to put a decent name plate on the outer-face of the main door of the said Flat.
- 11. Object to the installations:** not object to the erection, and maintenance of communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas etc. on the roof of the Complex,

which may be allowed to be put up to ensure better connectivity and/or better network within the Complex and/or to augment the financial resources of the Association without the Purchaser being required to pay any charges for the same to anyone.

- 12. Remove Walls / Partition etc.:** remove any wall, including the outer and load bearing wall of the said Flat; In this regard the Purchaser shall not demolish or cause to be demolished the said Flat 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 said Flat or any part thereof, nor make any alteration in the elevation of the building in which the said Flat 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 said Flat without the prior written permission of the Promoters and/or the Association and/or the Complex Maintenance Body, as the case maybe. In this regard, the Purchaser further covenants that the Purchaser shall not sub-divide the said Flat 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/grill. 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 Flat; 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;
- 13. Trademark of the Developer:** use the name/mark of the Developer 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 Flat and if the Purchaser does so, the Purchaser shall be liable to pay damages to the Developer and shall further be liable for prosecution for use of such mark of the Developer;

- 14. Insurance:** not 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 of the Complex or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- 15. Installation of Grills etc.:** not install grills/collapsible gate , the design of which has not been suggested and/or approved by the Promoters or the Association and/or the Complex Maintenance Body, as the case maybe, or in any other manner do any other act which would affect or detract from the uniformity and aesthetics harmony, beauty of the exterior or surroundings of the building comprised within the Complex;
- 16. Use of Parking Space:** not keep in the Parking Space, anything other than one medium sized car (for each parking space so allotted) or two-wheeler or use the said Parking Space and not for any purpose other than parking of such cars or two wheelers or raise any “kucha” or “pacca” construction, grilled wall/collapsible gate /enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
- 17. Parking in Common Areas:** not park or allow its vehicle to be parked in the pathway or open spaces in the Complex or any part or portion thereof, save and except the parking space allotted to the Purchaser or

any other place specifically demarcated for the parking of the vehicles of visitors of co-buyers and co-occupiers of the Complex.

3. PROMOTER'S COVENANTS:

- a. The Promoters doth hereby profess that the title transferred to the Purchaser in the said Flat subsists and that the Promoters has good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Purchaser the title hereby conveyed to the Purchaser.
- b. The Promoters doth hereby covenant with the Purchaser that the Promoter 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 Apartment if so required.
- c. The Promoters, unless prevented by fire, or some other irresistible force, shall, upon reasonable request and at the cost of the Purchaser cause to be produced to the Purchaser the attorneys of the Purchaser or agent, as the case may be, for inspection the title deeds in connection with the Said Land in its custody and shall give photocopies thereof at the costs and expenses of the Purchaser and in due course of time, handover all such title deeds to the Association.

4. MUTUAL COVENANTS:

AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-

1. **Transfer/conveyance of Common Area:** The Purchaser has been categorically made aware by the Promoters that the extent of the Common Areas and/or the rights appurtenant thereto 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 defined in clause (m) of Section 2 of the said Act to the Association, when formed, then, and in such event, the Purchaser, hereby, unconditionally and unequivocally agree and confirm that the Purchaser shall, if so required by the Promoters and by the registering authority and upon receiving a request thereto 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. In case the Purchaser refuses to or delays in getting such transfer done within the time required by the Promoters or the Act or Rules or Regulations or any other laws applicable from time to time, then the Promoters 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. 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.

2. **Added Areas:** Notwithstanding anything to the contrary elsewhere herein contained, the properties benefits and rights of the Developer mentioned hereinafter shall be excepted and reserved unto the Developer and it is expressly agreed and understood by and between the Parties hereto as follows:-
 - 2.1. The Developer shall be entitled to link the Said Land with added areas i.e. lands or landed properties adjacent and/or adjoining to the Said Land whether by acquiring in their names and/or in

the names of any group company /associate/ sister concern/ nominee (the “**ADDED AREA**”) and/or by entering upon any negotiation or contract with the owners of such Added Area and shall also be entitled to give, take and/or share any right, title, interest, benefit, advantage etc., as between the Complex and the Added Area as the Developer may from time to time deem fit and proper. Without prejudice to the generality of the foregoing provisions and nonetheless in addition thereto, the Developer shall be at liberty to do all or any of the following acts deeds and things from time to time relating to or arising out of the linking of the Said Land and Complex with Added Areas:-

- 2.1.1. to amalgamate or merge the Added Areas or any part thereof with the Said Land and/or the Complex in such manner and to such extent as be deemed fit and proper by the Developer,
- 2.1.2. to allow the utilization of the frontage, entry/exit points, passages, pathways, access-ways at the Said Land for any sanction, construction, use and enjoyment of the Added Areas or any constructions and developments thereon;
- 2.1.3. to cause or allow building plans for constructions at the Added Areas to be sanctioned by using or showing the frontage or any other beneficial characteristics of the Said Land
- 2.1.4. to utilize any additional constructed area that may be allowed or sanctioned in the Said Land and/or the new buildings or Complex thereon (by way of additional storey, additional building or otherwise) owing to any amalgamation or link with the Added Areas;
- 2.1.5. to combine and/or connect the Complex and the Added Areas or any part thereof or any developments thereon and/or to share any portion, area, utility, facility, access way, entry/exit points, clubs or any common or other facility (including the Common Areas and Installations) between the occupants of the Complex and the Added Areas in such manner and to such extent as the Developer may deem fit and proper.
- 2.1.6. In case of any construction or additional construction arising out of linkage with Additional Area or otherwise, there may be a consequential decrease in the said share in the land, but the

Purchaser either individually or together with the co-owners shall not be entitled to claim refund or reduction of any consideration or other amounts payable by the Purchaser hereunder nor to claim any amount or consideration from the Developer on account thereof.

3. The Purchaser doth hereby consent and confirm that the Developer shall be at liberty to have the Said Plan modified and/or altered for construction reconstruction addition and/or alteration of or to the Complex or any part thereto or due to arising out of any linkage with the Added Areas and/or for change of user of any building other than the said Flat (as morefully described in Part I of the Third Schedule hereunder written) provided that in case by such modification, alteration and/or sanction the location or built up area of the said Flat (as morefully described in Part I of the Third Schedule hereunder written) is likely to be affected then, and in such event, the Developer shall take a consent in writing from the Purchaser for such modification alteration and/or sanction.
4. The Purchaser doth hereby agree, acknowledge and consent to the rights title and interest excepted and reserved upon the Developer under this clause 2 and its subclasses hereinabove (as applicable) and also to all the provisions and stipulations contained therein and also otherwise hereunder written and undertakes and covenants not to raise any dispute objection hindrance obstruction or claim with regard to the same or the doing or carrying out of any such act deed or thing in connection therewith by the Developer and/or persons deriving title or authority from the Developer.
5. **Maintenance of Common Area:** Till the formation of Association and if so decided by the Promoters, the Promoters may form, as an interim measure, a maintenance body with such name as may be so decided by the Promoters (the “**Complex Maintenance Body**”). The management and administration of the Common Area comprised within the Complex shall then be under the control of the Complex Maintenance Body till such time that the Association under the Apartment Ownership Act is formed. The initial board of directors of such Complex Maintenance Body, if so formed, shall comprise of seven persons, all being the nominees of the Promoters.

5.1. Pending the formation of the Association and in case the flat owners of the Complex insist on taking over the maintenance and management of the Complex through atleast more than fifty percent of the flat owners elected/selected from amongst all the flat owners then, and in such event, the Promoters shall, (in case the Promoters have already constituted the Complex Maintenance Body as stated in 5.2 above) insist upon the flat owners to take over such body from the Promoters for which the seven nominated members of the Promoters in the said body shall resign and seven of the the flat/unit owner's nominee as selected/elected by the flat owners from amongst themselves will replace the seven nominees of the Promoters and will constitute the board of directors of the Complex Maintenance Body. In case, however, no such maintenance body is constituted by the Promoters then, and in such event, the Promoters shall hand over the maintenance and management of the Complex to whatever maintenance body the flat owners will then constitute and such maintenance body, (whether it is the Complex Maintenance Body or the body constituted by the flat owners) will then (till the formation of the Association) manage and maintain the Complex as the Complex Maintenance Body in the manner so decided by the flat owners.

5.2. The Promoters agrees that after completion of the Complex and within such timeframe as prescribed in the Apartment Ownership Act the Promoters shall take necessary steps for formation of the Association. The Purchaser shall be liable to comply with the formalities of becoming members of the Association and also to comply with the Rules and Bye-laws of the Association. For this purpose, the Purchaser will execute a power of attorney in favour of the Promoters and/or its nominee for signing the "Declaration" as provided under the West Bengal Apartment Ownership Act, 1972 and/or Rules thereof and in order to enable the Promoters to take up

and complete all formalities required for formation of the Association and also for the Purchaser to become a member of the said Association.

5.2.1. Within 3 (three) months of from the date of formation of the Association the Promoters shall, (if the maintenance and management of the Complex has not been taken over by the flat owners from the Promoters) handover the maintenance and management of the Common Areas of the Complex to the Association so formed and in case of the Complex Maintenance Body having already taken over the maintenance and management of the Complex then, and in such event, such maintenance body will be liquidated in due process but pending such liquidation the Association shall take over the control, management and administration of all Common Areas within the Complex. The Deposits Sinking Fund/ Maintenance Deposit etc. paid/deposited by the Purchaser to the Promoters shall also be transferred by the Promoters to the said Association after adjustment of all dues of the Purchaser. 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 Promoters, hereunder reserved.

5.3. Apportionment of Maintenance Expenses: The mode and manner of apportionment of maintenance expenses of the Common Areas amongst the co-owners (including the Purchaser) will be decided by the Promoters so long as the Promoters maintain the Complex and/or by the Complex Maintenance Body, if such body is in charge of the maintenance of the Complex and/or the maintenance body formed by the flat owners, as the case may be. 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 Complex, wholly or partly, as the case may be, shall be made to the Promoters or to the Complex Maintenance Body or to the body formed by the flat owners or to the Association when formed. On and from the Possession Date the payment of the maintenance expenses of the Common Areas of the Complex, shall be a precondition for the Purchaser to avail the benefits of user thereof and in case of non-payment of such expenses, all maintenance services to the Purchaser can be withheld by the maintenance body of the Complex for the time being and such maintenance body shall also be entitled to discontinue the services for the period of non-payment of such expenses by the Purchaser.

5.3.1. The Purchaser's proportionate share in all matters concerning the said Flat and / or the Said Apartment, as the case maybe, shall be the proportion which the carpet area of the said Flat bear to the carpet area of all the apartments/ units of the Complex. It is clarified that while determining the proportionate share of the Purchaser to the various matters, the decision of the Promoters or the Association and/or the Complex Maintenance Body, as the case maybe, shall be binding on the Purchaser.

5.3.2. The Promoters and/or the Developer, as the case may be, shall not be liable to make payment of maintenance charges for the unsold flats in the Complex for a period of 18 (eighteen) months starting on and from the month from which the Promoter/Developer starts and/or has started charging maintenance for the flats/units in the Complex.

6. **Name of the Complex:** The Complex shall bear the name "Purti Hastings".

7. **Binding Effect:** This Indenture and the Agreement For Sale executed heretofore 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 between, the Agreement For Sale between the Parties and this Indenture, 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 have been made by the Promoters or its agents, servants or employees other than what is specifically set forth herein and/or in the agreement between the Parties.

8. **Agreed Rules of Interpretation:** The following are the agreed rules of interpretation of this Indenture;

(i) Words importing singular number, shall wherever applicable, include plural number.

(ii) Words importing Masculine Gender shall, wherever applicable, include Feminine Gender and/or neuter Gender.

(iii) 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.

(iv) 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 brick built messuages, tenements, hereditaments dwelling house sheds structures and premises together with the piece and parcel of land thereunto belonging whereon or parts whereof the same are erected and built containing an area of 23.2 Cottahs be the

same a little more or less, equivalent to 1550.72 square meter, more or less, situate lying at and being premises No.9/1B, Bakery Road, Kolkata – 700 022 delineated in Colour “**GREEN**” on the plan annexed hereto together with rights, advantages and privileges appurtenant thereto.

THE SECOND SCHEDULE ABOVE REFERRED TO

(DEVOLUTION OF TITLE)

One Berthold Vyapaar Private Limited purchased the Said Land by a registered deed of conveyance dated 20th October 2011 which was registered at the Office of ARA-II-KOLKATA, Calcutta in Book No. 1, CD Volume No. 52, Pages 1489 to 1538 being deed No. 13345 for the year 2011 executed by one Srei Equipment Finance Private Limited as Vendor in favour of the said Berthold Vyapaar Private Limited as the purchaser therein, which was subsequently merged and / or amalgamated with Lemon Constructions Private Limited vide order dated 10.02.2016, passed by the Hon’ble Justice Biswanath Somadder, High Court, Calcutta vide company petition no. 426 of 2015 connected with CA No. 268 of 2015 thus the said Lemon Constructions Private Limited, became the Owner of the Said Land.

The THIRD Schedule above referred to

(SAID APARTMENT)

(PART – I)

(FLAT)

ALL THAT the apartment with the balcony/verandah, if any, as shown in “**RED**” colour on Plan ____ annexed hereto, **along with** open terrace, if any, (to remain open to sky forever) as shown in “**YELLOW**” colour on Plan ____ annexed hereto as per details given below.

Apartment No: _____ Block No: _____:

Floor: _____

Carpet area of the Apartment: _____ sq ft

Carpet area of balcony/verandah: _____ sq ft

Carpet area of open terrace: _____ sq ft

Super built up area of the Apartment including balcony: _____ sq ft

PART - II

PARKING SPACE

ALL THAT the covered parking spaces, if any, (location thereof to be identified in due course) **along with** the open parking spaces, if any, (location thereof to be identified in due course) as per details given below.

Covered parking: _____ Nos

Open Parking: _____ Nos

PART III

(SAID SHARE)

ALL THAT the pro rata share of the Purchaser in the common areas of the Complex which common areas shall be such to the extent applicable as defined under clause (m) of Section 2 of the Act.

PART IV

(RIGHTS)

ALL THAT the right to use (along with other occupants and maintenance staff etc. of the Complex) the common areas to the extent applicable which common areas are defined under clause (m) of Section 2 of the Act.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(TOTAL PRICE)

Rs. _____/- (Rupees _____) only for the said Apartment paid by the Purchaser to the Developer as full and final payment of the total price which the Developer doth hereby acknowledged to have received.

IN WITNESS WHEREOF the Parties hereinabove named have set and subscribed their respective hands and seal on the day month and year first above written in the presence of attesting witness as below.

Executed and Delivered

by the **Owner**

at Kolkata in the presence of:

1.

2.

Executed and Delivered

by the **Developer**

at Kolkata in the presence of:

1.

2.

Executed and Delivered

by the **Purchaser**

at Kolkata in the presence of:

1.

2.

Drafted By:

C.P. Kakarania

Advocate, High Court, Calcutta

WB/572/1987

MEMO OF CONSIDERATION

RECEIVED from the within named purchaser the within mentioned
Rs. _____/- (Rupees _____) only being the full
consideration payable under these presents for the said Apartment in
the manner mentioned below.

Witnesses:

1.

(Authorized Signatory of Developer)

2.