

CONVEYANCE DEED

THIS CONVEYANCE DEED is executed on this day of 2023

BY AND BETWEEN

1. SAFALATA DEVELOPERS PRIVATE LIMITED (PAN NO. AAPCS7507N) (previously known as Safal Commotrade Private Limited) and;

2. GRUHA NIWAS NIRMAN PRIVATE LIMITED (PAN AAPCS7508D) (previously known as Sampark Tradecom Private Limited) both the company incorporated under the provisions of Companies Act 1956 and; both having their registered office at 224, AJC Bose Road, Suite No. 804, 8th Floor, Police Station Karaya, Post Office Circus Avenue, Kolkata – 700017 represented by their constituted attorney **ANEKANT INFRACON PRIVATE LIMITED, (PAN AAFCM0495D)** a company incorporated under the provisions of Companies Act 1956 and both having its registered office at 224, AJC Bose Road, Suite No. 804, 8th Floor, Police Station Karaya, Post Office Circus Avenue, Kolkata – 700017 through its Director **AKSHAT JAIN (PAN NO. AZFPJ9345K), (Aadhar No. 611828791191)** son of Dharmendra Kumar Jain, by nationality – Indian, by faith Hindu, by occupation business, working for gain at 224, AJC Bose Road, Suite No. 804, 8th Floor, Police Station Karaya, Post Office Circus Avenue, Kolkata – 700017 hereinafter, collectively, referred to as the “**OWNER**” of the **FIRST PART**

AND

ANEKANT INFRACON PRIVATE LIMITED, (PAN AAFCM0495D) a company incorporated under the provisions of Companies Act 1956 and both having its registered office at 224, AJC Bose Road, Suite No. 804, 8th Floor, Police Station Karaya, Post Office Circus Avenue, Kolkata – 700017 and represented by its Director **AKSHAT JAIN (PAN NO. AZFPJ9345K), (Aadhar No. 611828791191)** son of Dharmendra Kumar Jain, by nationality – Indian, by faith Hindu, by occupation business, working for gain at

224, AJC Bose Road, Suite No. 804, 8th Floor, Police Station Karaya, Post Office Circus Avenue, Kolkata – 700017, 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 successor and/or successors-in-interest and assigns) of the **SECOND PART**;

AND

(1) _____ (PAN: _____) (AADHAR NO: _____) son/wife/daughter of _____, aged about ____ years, by faith Hindu, by nationality Indian, by occupation _____, **AND (2)** _____ (PAN: _____) (AADHAR NO: _____) son/wife/daughter of _____, aged about ____ years, by faith Hindu, by nationality Indian, by occupation _____, both residing at _____, Post Office _____, Police Station _____ Kolkata – _____, hereinafter, collectively, called the **“PURCHASER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the purchaser’s heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.

(The **“OWNER”** and the **“DEVELOPER”** are, hereinafter, collectively, called the **“PROMOTER”**, and the **“OWNER”**, **“DEVELOPER”** and the **“PURCHASER”** are, hereinafter, collectively, referred to as the **“PARTIES”**.)

I. 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 Owner wanted to have construction on the Said Land, a multistoried building comprising commercial/office spaces/units and/or other areas together with common areas required for beneficial use and enjoyment of the proposed building.
- C. The Owner for the purpose of having the Said Land developed in the manner as stated above entered into an agreement with the Developer being the agreement dated the 16th August, 2023, registered in the office of Additional Registrar of Assurances III, Kolkata, in Book No. I, Volume No. 1903-2023, Pages 196944 to 197002, being number 190305260 for the year 2023, (the “**SAID AGREEMENT**”) for development of the Said Land by construction of the multistoried building christened “**ANEKANT HOUSE**” comprising commercial/office spaces/units and/or other areas together with common areas in the said proposed buildings (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 16th August, 2023, registered in the office of Additional Registrar of Assurances III, Kolkata, in Book No. I, Volume No. 1903-2023, Pages 196846 to 196867, being number 190305264 for the year 2023 (the “**POA**”) to the Developer to enable the Developer to do various work for development of the Complex.
- E. A building plan was duly sanctioned by the authorities having Building permit bearing No. 2023070043 dated _____29th April, 2023 which has been subsequently revalidated and revised on _____ by _____ MBC for development of the Complex on the Said Land (the “**SAID PLAN**”).
- F. The Developer applied for registration of the Complex with the concerned authorities under the relevant law read with the rules therein (“**ACT**”) and obtain permission for construction of the Complex.
- G. By an agreement for sale dated _____ (the “**AGREEMENT**”), the Developer and the Owner i.e. Promoter has agreed to sell to the Purchaser (as allottee thereunder) and the Purchaser has agreed to purchase from them **ALL THAT** the commercial/office

space (the “**SAID SPACE**”) 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 (collectively the “**COMMON AREAS**”) as also the right to use (along with other occupants and maintenance staff etc. of the Complex) the said Common Areas (the “**RIGHTS**”) all of which are more particularly described in **PART I, PART II, PART III, PART IV, and PART V** respectively of the **THIRD SCHEDULE** hereunder written (collectively the “**SAID UNIT**”).

- H. The Developer has since completed the construction of the Complex including the Said Space and the Parking Spaces as also the Common Areas (which includes the Said Share) and the completion certificate has since been obtained.
- I. The Purchaser has since paid the entire consideration of the Said Unit to the Developer and pursuant thereto the Promoter has put the Purchaser in possession of the Said Space, and also of the Parking Spaces and the Promoter has now called upon the Purchaser herein to complete the transfer/conveyance of the Said Unit 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 have Developed 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 Said Space, 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 purchasers of 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 on top of the building, if permissible, 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 Space 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 area:** 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) extending, modifying, realigning the Common Areas, (2) modifying the Said Plan, as may be necessary in this regard and (3) granting

to the purchasers of the units of additional areas on top of the building, if permissible, as the case may be, all forms of rights to use of the said Common Areas and/or to occupy and also become owner of such additional areas.

L. In pursuance of the aforesaid and by these presents the Said Unit 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 _____ 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 Unit, the Promoter do and each of them doth hereby grant, sell, convey, transfer, assign and assure unto the Purchaser **ALL THAT** the Said Space, the Parking Spaces, the Said Share, the Common Areas and the Rights as per details given in **PART I, PART II, PART III, PART IV, and PART V** respectively, of the **THIRD SCHEDULE** hereunder (herein before as also hereinafter, collectively, the "**SAID UNIT**"), **TO HAVE AND TO HOLD** the Said Unit unto the Purchaser absolutely and forever free from all encumbrances, whatsoever, together with all benefits and advantages, rights, liberties, easements, privileges, appendages, and appurtenances whatsoever belonging to the Said Unit or in anywise appertaining thereto, or any part thereof, usually held, used, occupied, accepted, enjoyed, reputed or known as part or parcel thereof **AND** the reversion or reversions, remainder or remainders, and the rents, issues, and profits of the Said Unit **AND** all the estate, rights, title, interest, property, claim and demand, whatsoever, of the Promoters into or upon the Said Unit **SUBJECT TO** the observance and performance of the specific covenants, stipulations, restrictions and obligations mentioned hereafter, all of which shall be and be deemed always deemed to be covenants running with the land **AND SUBJECT ALSO TO** the Purchaser paying and discharging all taxes, impositions etc. of the Said Unit 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 Space 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 Space 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 Space for commercial/office 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, etc. 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 Promoter 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 units in the Complex be entitled to use and enjoy only such of the Common Areas as morefully mentioned in

Part V of the **THIRD SCHEDULE** hereunder written which would be earmarked and/or designated for common use by the Promoter and/or as so permitted under the.

4. **Payment of Rates and Taxes:** pay, (on and from the “Deemed Date of Possession” of the Said Space 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 purchasers including the Purchaser herein) all Property taxes, charges, levies and impositions payable as owner or the occupier of the Said Space 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 Space 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 Space is situated;
5. **Colour Scheme/Modifications:** shall not change/modify or alter the external façade (on all sides) of the Said Space in any manner whatsoever and/or not to change/modify or alter the colour scheme of all areas/ surfaces of the Said Space 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 Space 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 Space, 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 Space and shall keep the Said Space, 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 Space 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 Space 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 Space;
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 Space 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 Space 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 Space 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 Space and/or family members, guests or servants of the Purchaser or such other occupiers of the commercial/office spaces;
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 Space 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 Space 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. **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 any window antenna,

excepting that the Purchaser shall be entitled to avail the cable connection facilities of the designated providers to all the units.

19. The Purchaser (after taking possession of the Said Space) shall not:

1. **Repair:** ask the Promoters to undertake any repair or rectification work in the Said Space 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
2. the Association, as the case maybe, to be executed in the portion of the building specifically attributable and/or relevant to the Said Space, and shall not require or hold the Promoters liable for execution of such works;
3. **Complaint:** raise any complaint regarding design, layout, accommodation, specifications, fittings and fixtures etc. of the Said Space and/or the amenities, utilities and/or facilities provided in the Said Space and/or the Parking Spaces and/or in the Complex after the execution of these presents.
4. **Nuisance:** do, allow or cause to be done anything within or in the vicinity of the Said Space 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 Space 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;
5. **Storage of Hazardous Goods:** store or bring or allow to be stored and brought in the Said Space 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 Space 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 Space 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.

- 6. Illegal or Immoral Use:** use or permit the user of, any portion of the Said Space, for any illegal or immoral activities.
- 7. 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 Space and/or the Parking Spaces or any portion of the Said Land and the building in which the Said Space is situated, other than in the area earmarked for the such purpose;
- 8. 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;
- 9. Obstruction or Build:** do any act, deed or thing whereby the rights of occupiers of other unit 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 Space. 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;
- 10. Object construction:** Object to the construction of building(s) (to be included within and as a part of the Complex) over a period of time and/or to share and/or apportion any benefit and advantage, access way, portion of utility etc. arising out of such addition within the Complex.
- 11. 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 Space or on the outside wall of the Complex so as to be visible from outside the Said Space. 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 Space.

- 12. 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.
- 13. Remove Walls / Partition etc.:** remove any wall, including the outer and load bearing wall of the Said Space; In this regard the Purchaser shall not demolish or cause to be demolished the Said Space 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 Space or any part thereof, nor make any alteration in the elevation of the building in which the Said Space is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, parris or other structural members in the Said Space 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 Space 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 Space; 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;
- 14. 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 Space 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;

- 15. 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;
- 16. 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;
- 17. 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;
- 18. 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 Promoter and each of them do hereby profess that the title transferred to the Purchaser in the Said Unit subsists and that the Promoter 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 Promoter and each of them do 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 Unit if so required.
- c. The Promoter, 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), the Promoters would be under obligation, inter alia, to transfer the Common Areas 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 relevant law(s) 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. 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 of additional area, if permissible on the top of the building and/or for change of user of the building other than the Said Space (as morefully described in Part I of the Third Schedule hereunder written).
 3. The Purchaser doth hereby agree, acknowledge and consent to the rights title and interest excepted and reserved upon the Developer under this clause 2 hereinabove 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.
4. **Maintenance of Common Area:**
- 4.1. 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.

- 4.2. Pending the formation of the Association and in case the unit owners of the Complex insist on taking over the maintenance and management of the Complex through atleast more than fifty percent of the unit owners elected/selected from amongst all the unit owners then, and in such event, the Promoters shall, (in case the Promoters have already constituted the Complex Maintenance Body as stated in 5 above) insist upon the unit 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 unit owner's nominee as selected/elected by the unit 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 unit owners will then constitute and such maintenance body, (whether it is the Complex Maintenance Body or the body constituted by the unit 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 unit owners.
- 4.3. 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.

4.4. 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 unit 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. **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 unit 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 unit 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.

- 5.1. The Purchaser's proportionate share in all matters concerning the Said Space and / or the Said Unit, as the case maybe, shall be the proportion which the carpet area of the Said Space bear to the carpet area of all the 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.
- 5.2. The Promoters and/or the Developer, as the case may be, shall not be liable to make payment of maintenance charges for the unsold unit 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 units in the Complex.

6. **Name of the Complex:** The Complex shall bear the name "ANEKANT HOUSE".

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 piece and parcel of land with structures thereon measuring 8 (eight) cotthas and 34 (thirty four) sq.ft. approx., more or less, together with the existing R.T. Structure and sheds measuring about 2000 square feet, more or less, situate lying at and being municipal premises no. 86/2B/1, Topsia Road (South), Kolkata – 700046, Post Office – Gobinda Kartick Road, Police Station – Tiljala, within ward no 59 of the Kolkata Municipal Corporation (KMC), District 24 Parganas South, as delineated on the Plan annexed hereto and bordered in colour **RED** thereon and butted and bounded as follows;

On the North : By public road;

On the South : Partly by Premises No. 9/2 Topsia Road and
Partly by 16
feet wide road;

On the East : By Municipal Corporation Road;

On the West : By Premises no. 9/6 Topsia Road,
Kolkata.

THE SECOND SCHEDULE ABOVE REFERRED TO

(DEVOLUTION OF TITLE)

1. At all material time prior to the year 1925, one Musammat Panno Bibi (since deceased) widow of Late Narain Das Khettry was seized and possessed of and/or otherwise well and sufficiently entitled to, inter alia, ALL THAT land measuring about 13 Cottahs 4 Chittacks and 10 sq.ft. more or less, together with structure thereon being the entirety of municipal premises no. 86/2B, Topsia Road (South)], Kolkata 700046 in the town of Calcutta and comprised in Collectorate Holding No.125, Division 4, Sub-Division "O", Pargana Panchannagram, Police Station Topsia (previously Tiljala), Sub-Registry Office Sealdah District Registration Office Alipore, in the then district of 24-Parganas now South 24- Parganas together with structure thereon (hereinafter referred to as the 'Said Larger Property') and her name was recorded as tenant in the records of the Collector of the then Emperor of India with respect to the said Larger Property.

2. The said Musammat Panno Bibi (since deceased) during her life time had executed her Last Will and Testament dated 22nd October, 1925 whereby and whereunder she bequeathed and devised, inter alia, the said Larger Property in favour of her cousin, Sri Chuni Lal Burman (since deceased) to hold the same upon trust and for the family deity, Sri Sri Madan Mohan Jew on the terms and conditions mentioned therein and she appointed Chunilal Burman and Rabindra Chandra Deb as the joint executors of the said Will.

3. After the death of Musammat Panno Bibi, the executors of the said Will applied for grant of probate of the said Will before the Hon'ble High Court of Judicature at Fort William in Bengal in its Testamentary and Intestate Jurisdiction and by an Order dated 4th May, 1928 the then Hon'ble High Court of Judicature at Fort William in Bengal granted probate of the said Will.

4. The heirs of the said Late Chunilal Burman, since the grant of the Probate, as aforesaid, had been holding the said Larger Property, amongst other properties.

5. By a Deed of Lease dated 26th May, 1989 registered with the Additional District Sub-Registrar, Sealdah recorded in Book No.1, Volume no. 20, Pages 423 to 440 as Being no. 740 for the year 1989, made between Shree Puran Chand Burman and Bankey Lai Burman (.Sebait and appointed Trustee of the Idol Sri Sri Madan Mohan Jew) therein referred to as the Lessors of the One Part and one Sk. Ashif Ali (since deceased) therein referred to as the Lessee of the Other Part whereby the said Shree Puran Chand Burman and Bankey Lal Burman by way of lease granted, transferred and assigned a demarcated portion of the said Larger Property measuring about 7 Cottahs 8 Chittacks more or less, of land together with structure thereon in favour of the said Sk. Ashif Ali (since deceased) for a term of 99 years commencing from 1st June, 1988 with an option to renew the same for a further term of 99 years, at the rent and on terms and conditions therein mentioned, including the right to assign and/or transfer the lessee's leasehold rights without the previous consent of the Lessor.

6. By another Deed of Lease of even date, i.e. dated 26th May, 1989 registered in the office of the Additional District Sub-Registrar, Sealdah recorded in Book No.1, Volume no. 20, Pages 441 to 455 as Being no. 741 for the year 1989, made between the said Shree Puran Chand Burman and Bankey Lal Burman [Sebait and appointed Trustee of the Idol Sri Sri Madan Mohan Jew) therein referred to as the Lessors of the One Part and one Sk. Amjad Ali therein referred to as the Lessee of the Other Part whereby the said Shree Puran Chand Burman and Bankey Lal Burman by way of lease granted, transferred and assigned another portion of the said Larger Property measuring about 5 Cottahs 12 Chittacks and 10 sq.ft. more or less, of land together with structure thereon in favour of the said Sk. Amjad Ali for a term of 99 years commencing from 1st June, 1988 with an option to renew the same for a further term of 99 years, at the rent and on terms and conditions therein mentioned, including the right to assign and/or transfer the lessee's leasehold rights without the previous consent of the Lessor.

7. The said Sk. Ashif Ali died intestate on or about 24th June, 1990 and upon his death, his wife, Ms. Parveen Ali and his two daughters, namely, Ms. Kehkasan Parveen and Afshan Parveen along with his surviving brothers, namely, Sk. Yeasin Ali and the said Amjad Ali became entitled to the lease hold rights of the said Late Ashif Ali in respect of the said portion of the said Larger Property.

8. By a Deed of Sub-Lease dated 14th November, 2000 duly registered at the office of the Additional District Sub-Registrar, Sealdah being no.

2332 for the year 2000 made between the said (1) Ms. Parveen Ali, (2) Ms. Kehkasan Parveen, (3) Ms. Afshan Ali and (4) Sk. Yeasin All, therein referred to as the Lessors of the One Part and the said Sk. Amjad Ali, therein referred to as the Lessee of the Other Part, the said Ms. Parveen Ali and others granted a sub-lease and assigned all their right, title and interest under the said Deed of Lease dated 26th May, 1989 unto and in favour of the said Sk. Arnjed Ali on the terms and conditions mentioned in the said Deed of Sub-Lease dated 14th November, 2000.

9. In the circumstances, the said Sk. Arnjed Ali became solely and absolutely entitled to the leasehold right in respect of land measuring about 13 Cottahs 4 Chittacks and 10 sq.ft, more or less, together with structure thereon, being the entirety of the said Larger Property with an unfettered right to assign, convey, transfer and/or part with the aforesaid property without the previous consent of the Landlord.

10. By an Indenture dated 10th October, 2002 made between the said Sk. Amjed Ali, therein referred to as the Assignor of the One Part and M/s. Times Marble Private Limited, therein referred to as the Assignee of the Other Part whereby the said Sk. Amjed Ali granted, transferred and assigned his leasehold rights and interest in respect of an area of 2 Cottahs more or less, being a portion of the said Larger Property in favour of said Times Marble Private Limited on the terms and conditions mentioned therein

11. By a registered Deed of Conveyance dated 8th July, 2003, Sri Ashok Chand Burman, sole trustee and Shebait of the Estate of Panno Bibi Trust, represented by Sri Ramesh Burman, sold, transferred, conveyed and assigned for the consideration therein mentioned the reversionary right in ALL the entirety of the said Larger Property containing land measuring about 13 Cottahs 4 Chittacks and 10 sq.ft. more or less, together with structure thereon comprised in municipal premises no. 86/IB, Topsia Road (South), Kolkata in favour of said Sk. Amjed Ali absolutely and forever and the said deed was registered in the office of Additional Registrar of Assurances-I, Kolkata and recorded in its Book no.I Volume no. 1, Pages 1 to 10 as Being no. 10370 for the year 2003.

12. In the circumstances, the said Sk. Amjed Ali became well and sufficiently seized and possessed of and/or otherwise absolutely entitled to the said Larger Property (save and except the aforesaid assignment in respect of land measuring 2 Cottahs in favour of Times Marble Pvt. Ltd.) free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments, trusts whatsoever and howsoever.

13. Subsequently, by a registered Deed of Conveyance dated 9th September, 2003, the said Sk. Amjed Ali sold, transferred, conveyed, assigned and assured ALL THAT piece and parcel of revenue redeemed land measuring about 8 (eight) Cottahs 34 (thirty four) sq.ft, more or less, comprised in present municipal premises no. 86/2B/1, Topsia Road (South) [being the divided and demarcated portion of previous municipal premises no. 86/2B, Topsia Road (South)], Kolkata 700046

within ward no. 59 of the Kolkata Municipal Corporation and comprised in Collectorate Holding No.125, Division 4, Sub-Division "O", Pargana Panchannagram, Police Station Topsisia (previously Tiljala), Sub-Registry Office Sealdah District Registration Office Alipore, District South 24-Parganas together with structure thereon (the '**Said Property**') in favour of (1) Prem Giani, son of Late H.K. Giani and (2) Ravi Giani, son of Suresh Giani for the consideration therein mentioned and the said deed was registered in the office of Additional Registrar of Assurances-I, Kolkata and recorded in its Book No.I, Volume no. 1, Pages 1 to 11 as Being no. 1082S for the year 2003.

14. The said (1) Prem Giani and (2) Ravi Giani while seized and possessed of and/or otherwise well and sufficiently entitled to the Said Property entered into an Agreement for Sale dated 14th May, 2006 with M/s. Gopi Properties Pvt. Ltd. and Gopi iron & Steels Pvt. Ltd. (the '**Said Agreement Holders**') for sale and transfer of the Said Property in favour of the Said Agreement Holders for the consideration and under the terms and conditions contained therein.

15. Subsequently, the Said Agreement Holders for their own reasons were not desirous to acquire the Said Property and with the consent and concurrence of the said owners (1) Prem Giani and (2) Ravi Giani nominated and assigned the benefit of the said agreement dated 14th May 2006 and the Said Property in favour of (1) Safal Commotrade Private Limited and (2) Sampark Tradecom Private Limited.

16. Thereafter, the said owners (1) Prem Giani and (2) Ravi Giani by a registered Indenture of Conveyance dated 10th August, 2011, sold, transferred, conveyed and assigned ALL THAT the Said Property in its entirety in favour of the said (1) Safal Commotrade Private Limited and (2) Sampark Tradecom Private Limited (the owners herein) for the consideration therein mentioned and the said sale was confirmed and ratified by the said M/s. Gopi Properties Pvt. Ltd. and Gopi Iron & Steels Pvt. Ltd. as the Confirming Parties. The said deed was registered in the office of Additional Registrar of Assurances-I, Kolkata and recorded in its Book no.I, Volume no. 23, Pages 9246 to 9265 as Being no.10738 for the year 2011.

17. In the premises, the said (1) Safal Commotrade Private Limited and (2) Sampark Tradecom Private Limited jointly became the absolute owners with respect to the said Property who duly mutated its name in the records of the Kolkata Municipal Corporation under Assessee no.110592206195 and paid taxes thereon.

19.

20. Two nos. of boundary declaration during the year 2017 and 2018 were executed and registered with respect to the Said Property for submission before the Kolkata Municipal Corporation for causing building plan sanctioned by the Kolkata Municipal Corporation.

21. The said (1) Safal Commotrade Private Limited name changed to Safalata Developers Private Limited on 3rd June 2016, and (2) Sampark Tradecom Private Limited name changed to Gruha Niwas Nirman Private Limited on 3rd June 2016 for which necessary documents/intimations were filed with the Registrar of Companies West Bengal and the said Registrar of Companies West Bengal duly effected the change of name and the name change certificate were duly granted by the said Registrar of Companies West Bengal respectively to Safalata Developers Private Limited and Gruha Niwas Nirman Private Limited..

THE THIRD SCHEDULE ABOVE REFERRED TO

(SAID UNIT)

(PART - I)

(SAID SPACE)

ALL THAT the commercial unit/office space with the balcony/verandah, if any as shown in “**RED**” colour on the Plan annexed hereto, as per details given below.

Space No: _____

Floor: _____

Carpet Area of the Space: _____ sqft

Super Built Up area of the Space: _____ sqft

PART - II

PARKING SPACE

ALL THAT the parking spaces, as per details given below.

1. Covered parking: ____ (____) Nos being number ____ (____) and ____ (____) situated in the ground floor/basement.

2. Open parking: ____ (____) Nos being number ____ (____) and ____ (____) situated in the ground floor

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 in Part IV below.

PART IV

(COMMON AREAS)

ALL THAT the common areas, facilities, amenities and/or the portions of the Complex, earmarked/meant by the Promoter for beneficial common use and enjoyment of the purchaser/other occupants of the Complex and which are not earmarked/reserved for any specific person(s) or specific purpose(s) by the Promoter

- Lift
- Common Staircase
- Roof
- All Services shafts and Ducts
- One underground tank
- All other areas earmarked for common use

PART V

(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 described in Part V above.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(TOTAL PRICE)

Rs. _____/- (**Rupees** _____) only inclusive of Goods and Services Tax (GST) as per Government Norms for the Said Unit paid by the Purchaser to the Developer as full and final payment of the total price which the Developer doth hereby acknowledge 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

MEMO OF CONSIDERATION

RECEIVED from the within named purchaser the within mentioned **Rs. _____/- (Rupees _____)** only inclusive of Goods and Services Tax (GST) being the full consideration payable under these presents for the Said Unit in the manner mentioned below.

Date	Mode	In Favour of	Drawn on (Bank)	Drawn by	Amount (Rs.)
TOTAL					

Witnesses:

1.

(Authorized Signatory of Developer)

2.

=====
DATED THIS ____ DAY OF _____ 2023
=====

...OWNER

AND

....DEVELOPER

AND

_____ **& ANR**

....PURCHASER

CONVEYANCE DEED

C.P. KAKARANIA
10, OLD POST OFFICE STREET
ROOM NO. 96, THIRD FLOOR,
KOLKATA- 700001