

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE (“Conveyance”) executed on this day of
2026

By and Between

1. **JAYGRIH NIRMAN PVT. LTD. (PAN- AAACJ7480J) CIN-U70101WB1988PTC043636, (2) PAHARI CONSTRUCTION PVT. LTD. (PAN-AABCP7480K) CIN-U70101WB1989PTC046835 and (3) MOONRAKER CONSTRUCTION PVT. LTD. (PAN- AABCM9001H) CIN-U70200WB1988PTC044993** a company incorporated under the Companies Act 1956/2013, having its registered office at 11, Crooked Lane, Kolkata, P.O. Esplanade, P.S. Hare Street, Pincode - 700069, represented by its Authorised signatory Mr. _____ (PAN – _____), (ADHAR - _____), (Mobile – _____), son of Mr _____, by faith Hindu, by Nationality – Indian, by Profession – Service and residing at _____, P.O. _____, P.S. _____, Kolkata – hereinafter collectively referred to as the **“OWNERS ”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and/or assigns)

AND

1. **MOONRAKER CONSTRUCTION PVT. LTD. (PAN- AABCM9001H) CIN-U70200WB1988PTC044993** a company incorporated under the Companies Act 1956/2013, having its registered office at 11, Crooked Lane, Kolkata, P.O. Esplanade, P.S. Hare Street, Pincode 700069, represented by its Authorised Signatory **Mr.**

(PAN – _____, ADHAR _____) (Mobile – _____,) son of _____, by faith Hindu, by Nationality – Indian, by Profession – Businessman and residing at _____, P.O. _____, P.S. _____, Kolkata – _____, hereinafter referred to as the **“DEVELOPER ”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and/or assigns).

(The **Owner** and **Developer** shall hereinafter, collectively, be referred to as the **Promoters**)

And

1. **Mr.**, (Contact no.....), (Aadhar no.), (PAN), son of Mr., by faith, by Nationality, by Occupation, residing at, Kolkata....., hereinafter called the **“PURCHASER”** (which expression shall unless repugnant to the context or meaning thereof deemed to mean and include the purchaser’s heirs, executors, administrators, successors-in-interest and permitted assigns).

(The **“Owner”**, **“Developer”** and **“Purchaser”** shall hereinafter, collectively, be referred to as the **“Parties”** and individually as a **“Party”**).

WHEREAS:

- A.** By virtue of a Deed of Conveyance dated 08.05.1991, Registered in Book no. 1, Volume no. 13, Page 351- 363 being no. 736 for the year 1991 at ADSR, Alipore, one Sri. Madhab Chandra Das and Smt. Amodini Das sold and transfer their right, title and interest, in respect of All that Piece and parcel of land admeasuring 6Katha 0chittack 36sqft more or less comprised in Dag no. 867 and 864 under khatian no. 862, J.L. No. 48, in Mouza - Brahmapur within the limit of Kolkata Municipality Ward no. 111, Police Station- Bansdroni, Kolkata -700084 District : 24 Parganas (South) along with all easementary Right attached thereto unto and in favour of M/s. JaygrihNirman Private limited.
- B.** By virtue of a Deed of Conveyance dated 08.05.1991, Registered in Book no. 1, Volume no. 13, Page 364- 376 being no. 737 for the year 1991 at ADSR, Alipore, one Sri. Madhab Chandra Das and Smt. Amodini Das sold and transfer their right, title and interest, in respect of All that Piece and parcel of land admeasuring 6Katha 2Chittack 33sqft more or less comprised in Dag no. 867 under khatian no. 862, J.L. No. 48, in Mouza - Brahmapur within the limit of Kolkata Municipality Ward no. 111, Police Station- Bansdroni, District : 24 parganas (South) along with all easementary Right attached thereto unto and in favour of M/s. Pahari Construction Private limited.
- C.** By virtue of a Deed of Conveyance dated 26.04.2007, Registered in Book no. 1, Volume no. 126, Page 176- 177 being no. 01663 for the year 2007 at ADSR, Alipore, one Sri. RamchandraBaidya sold and transfer his right, title and interest, in respect of All that Piece and parcel of land admeasuring 6Katha 6Chittack more or less comprised in Dag no. 867 under khatian no. 862, J.L. No. 47, Touzi No.59 in Mouza - Brahmapur lying and situated at Premises no. 98, Naskar Para within the limit of Kolkata Municipality Ward no. 111, Police Station- Bansdroni, District : 24 parganas (South) along with all easementary Right unto and in favour of M/s. Moonraker Construction Private Limited.
- D.** The Owners are seized and possessed of and are the absolute owners of **ALL THAT** the piece and parcel of land admeasuring an area of 18 Cottahs 9 chittaks 24 sq.ft. more or less comprised in Dag no. 867 and 864 under khatian no. 862, J.L. No. 47 Touzi No.59 and J.L. No. 48, at Premises no. 750, Mouza - Brahmapur , within the limit of Kolkata Municipality Ward no. 111, Borough No. XI, Post Office – Brahmapur Police Station-

Bansdroni, Kolkata – 700096, District : 24 parganas (South) which they had acquired as stated hereunder.

AND WHEREAS:

- A.** By virtue Deed of Exchange dated 26.04.2017, Registered in Book no. 1, Volume no. 1605-2017, Page from 58988 - 59009 being no. 160502248 for the year 2017 at ADSR, Alipore. All that the undivided share or interest belonging to the first party namely M/s. Jaygrih Nirman Private Limited out of the total land mentioned therein undivided share or interest hereby transferred by the First Party to the Second Party M/s. Moon Raker Construction Private Limited therein admeasuring 360 sq. ft. of undivided land together with undivided share in the covered area of 50 sq. ft more or less **AND** All that the undivided share or interest belonging to the Second Party namely M/s. Moon Raker Construction Private Limited out of the total land mentioned therein undivided share or interest hereby transferred by the Second Party to the First Party M/s. Jaygrih Nirman Private Limited therein admeasuring 360 sq. ft. of undivided land together with undivided share in the covered area of 50 sq. ft more or less.
- B.** By virtue Deed of Exchange dated 26.04.2017, Registered in Book no. 1, Volume no. 1605-2017, Page from 59010 - 59031 being no. 160502249 for the year 2017 at ADSR, Alipore. All that the undivided share or interest belonging to the First Party namely M/s. Pahari Construction Private Limited out of the total land mentioned therein undivided share or interest hereby transferred by the First Party to the Second Party M/s. Moon Raker Construction Private Limited therein admeasuring 360 sq. ft. of undivided land together with undivided share in the covered area of 50 sq. ft more or less **AND** All that the undivided share or interest belonging to the second party namely M/s. Moon Raker Construction Private Limited out of the total land mentioned therein undivided share or interest hereby transferred by the Second Party to the First Party M/s. Pahari Construction Private Limited therein admeasuring 360 sq. ft. of undivided land together with undivided share in the covered area of 50 sq. ft more or less.
- C.** By virtue Deed of Exchange dated 26.04.2017, Registered in Book no....., Volume no., Page from to being no. 160502250 for the year 2017 at ADSR, Alipore. All that the undivided share or interest belonging to the First Party namely M/s. Jaygrih Nirman Private Limited out of the total land mentioned therein undivided share or interest hereby transferred by the First Party to the Second Party M/s. Pahari Construction Private Limited therein admeasuring 360 sq. ft. of undivided land together

with undivided share in the covered area of 50 sq. ft more or less **AND** All that the undivided share or interest belonging to the Second Party namely M/s. Pahari Construction Private Limited out of the total land mentioned therein undivided share or interest hereby transferred by the Second Party to the First Party M/s. Jaygrih Nirman Private Limited therein admeasuring 360 sq. ft. of undivided land together with undivided share in the covered area of 50 sq. ft more or less.

D. In the view of the aforesaid all abovementioned owners namely M/s. Jaygrih Nirman Private limited, M/s. Pahari Construction Private limited and M/s. Moonraker Construction Private Limited became owners of the properties and /or land. The said properties and /or land amalgamated and are collectively known as **“PROPERTY”**.

E. The Following table of Amalgamation:

Name of the Companies	Dag No.	Area of Land
Jaygrih Nirman Private limited	867,864	6 katha, 0 Chittack 36 sqft
Pahari Construction Private limited	867	6 katha, 2 Chittack 33 sqft
Moonraker Construction Private Limited	867	6 katha, 6 Chittack
Total Area of Land		18 Katha 9 Chittack 24 sqft

F. The said M/s. Jaygrih Nirman Private limited, M/s. Pahari Construction Private limited and M/s. Moonraker Construction Private Limited being the absolute owner have duly mutated its names being **Assessee no. 311110607500** in respect of Municipal premises no. 750, Mouza - Brahmapur , within the limit of Kolkata Municipality Ward no. 111, Borough No. XI, Post Office – Brahmapur Police Station- Bansdrani, Kolkata – 700096 District : 24 parganas (South).

G. The said M/s. Jaygrih Nirman Private limited, M/s. Pahari Construction Private limited and M/s. Moonraker Construction Private Limited being the absolute owner of the Land morefully and particularly described in the Schedule hereunder written (the

“PROPERTY“). more fully described in the **SECOND SCHEDULE** hereto(the **“SAID LAND”**).

- H.** The Owner had desired to and accordingly earmarked the Said Land for the purpose of building a project **“VISHNU ELITE”** comprising of residential/Commercial Said Units also other spaces and common areas (the **“PROJECT”**).
- I.** The Project **“VISHNU ELITE”** being development by constructing a project comprising of residential and commercial units to be exclusively used and enjoyed for residential and commercial purposes and other spaces and parking spaces etc. (collectively the **“UNITS”**) as also common areas (the **“Facilities”**) for beneficial use and enjoyment of such Units and Facilities to be built by the developer on the land owned by the Owner.
- J.** The Owners is the absolute owner of the premises morefully and particularly described in the Schedule hereunder written (the **“PROPERTY“**).
- K.** The Owner and the Developer have since agreed to mutually accepted terms and conditions which are recorded.
- L.** The Owner has entered into an agreement dated 20th September 2023, with the Developer for construction and development of the Project on the Said Land (the **“DEVELOPMENT AGREEMENT”**) registered at Additional Registrar Assurance -IV, Kolkata, in Book No. I, Volume No. 1904-2023, Pages from 763042 to 763062, Being No. 190413577 for the year 2023.
- M.** The Developer has made a scheme of constructing and developing the Project for construction of residential and commercial units capable of independent use and also the common areas for convenience and beneficial use of all the occupiers of the Project.
- N.** The common areas of the Project, inter alia, will have amenities and facilities, which are situated within the Project under construction / to be built on the Said Land, all of which, however, (irrespective of the location thereof in which they will be constructed) are/would be earmarked and/or meant / to be meant to be used in common by all the

occupants of the Project, in due course, as and when they are available for use and enjoyment, depending upon the progress of the construction and development of the Project on Land and/or the Said Land, as the case may be. The details of the common areas available for use in common by all the occupants of the Project are given in the **FIRST SCHEDULE** hereunder written (collectively the “**COMMON AREAS**”).

- O.** The Developer has christened the Project to be known as “**VISHNU ELITE**”.

- P.** The Promoters, at the first instance, demarcated a portion of the Said Land morefully described in the **SECOND SCHEDULE** and intends to build and/or construct, the Project, “**VISHNU ELITE**” 1(One) no. of building divided in to units (A, B, C & D).

- Q.** The Promoters caused a plan prepared by its architects for construction of several buildings and got the said plan sanctioned from Kolkata Municipal Corporation in short (KMC) vide building plan no. 2025110272 dated 20th December 2025 (the “**SAID PLAN**”) and, inter alia, in the Project shall take up construction and development of buildings with provisions for amenities and facilities to be used in common by the occupants of that the Project, in due course.

- R.** The Promoters have registered the Project under the provisions of the West Bengal Real Estate Regulatory Authority (**WBREERA**) at Kolkata on the, under registration no.

- S.** The purchaser has applied for allotment of the Said unit in the Project under development vide application No. and datedand under an agreement for sale dated registered in the office of, Kolkata, recorded in Book no....., Volume no....., Pages from to being deed no..... for the year (the “**SAID AGREEMENT**”) (Aand on the terms and conditions and on payment of the consideration amount agreed as per the payment plan mentioned therein), was allotted said unit No. having Chargeable area of square feet, and HIRA carpet area of Square feet, more or less, on thefloor in the Project named “.....” along with balcony/Verandah as permissible under applicable law and of/together with pro rata share in the Common Areas of the Project, which Common Areas is defined in the **FIRST SCHEDULE**

hereunder written and/or as defined under clause (m) of Section 2 of the Act to the extent applicable to the Project. (morefully described in the **THIRD SCHEDULE** hereunder written and collectively the **“SAID UNIT”**).

- T.** The Purchaser have gone through all the terms and conditions set out in this Deed of Conveyance and have understood and inspected the documents and workmanship and satisfied with all of the project the mutual rights and obligations detailed herein.
- U.** The Purchaser hereby confirm that they are signing this Deed of Conveyance with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project.
- V.** The Purchaser has been made aware and has unconditionally agreed that the occupants of Said Units in the Project shall also have complete and unhindered access to all Common Areas, as morefully described in the **FIRST SCHEDULE** hereunder written as also to all amenities and facilities of the Project which are meant or allowed by the Promoters for use and enjoyment by other parties, as the case may be.
- W.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Deed of Conveyance and all applicable laws, are now willing to enter into this Deed of Conveyance on the terms and conditions appearing hereinafter;
- X.** In accordance with the terms and conditions set out in this present and as mutually agreed upon by and between the Parties, the Promoters hereby agrees to sell and the Purchaser hereby agrees to purchase the said Unit, as specified in (**THIRD SCHEDULE**).

1. NOW THIS INDENTURE WITNESSETH THAT:

In pursuance of the Said Agreement **AND** in consideration of the payments made by the Purchaser to the Developer, as more fully mentioned in the **FOURTH SCHEDULE** herein (the receipt whereof the Developer do hereby admit and acknowledge and of and from the payment of the same, forever release, discharge and acquit the Purchaser and the Said Unit and the rights and properties appurtenant thereto) the Developer doth hereby grant, sell, convey, transfer, assign and assure and the Owner doth hereby confirm the same unto the Purchaser **ALL THAT** the Said Unit (along with rights appurtenant thereto) as

more fully described in **THIRD SCHEDULE** hereunder written (hereinbefore as also hereinafter referred to as the “**SAID UNIT**”) **TOGETHER WITH**Car Parking Space along with the undivided proportionate share as also the right to use the Common Areas, (morefully described in the **FIRST SCHEDULE** hereunder written, hereinbefore as also hereinafter collectively referred to as the “**COMMON AREAS**”) in common along with other occupants and maintenance staff etc. of the building/Project on the Said Land without causing any inconvenience or hindrance to them, morefully described in **THIRD SCHEDULE** hereunder written (collectively the “**COMMON AREA SHARE AND USER RIGHTS**”) **TO HAVE AND TO HOLD** the Said Unit And The Common Area Share And User Rights (hereinafter collectively referred to as the “**SAID UNIT AND THE RIGHTS APPURTENANT THERETO**”) unto the Purchaser absolutely and forever free from all encumbrances, whatsoever, together with all benefits and advantages, rights, liberties, easements, privileges, appendages, and appurtenances whatsoever belonging to the Said Unit And The Rights Appurtenant Thereto or in anywise appertaining thereto, or any part thereof, usually held. Used, occupied, accepted, enjoyed, reputed or known as part or parcel thereof **AND** the reversion or reversions, remainder or remainders, and the rents, issues, and profits of the Said Unit And The Rights Appurtenant Thereto **AND** all the estate, rights, title, interest, property, claim and demand, whatsoever, of the Promoters into or upon the Said Unit And The Rights Appurtenant Thereto **SUBJECT TO** the observance and performance of the specific covenants, stipulations, restrictions and obligations mentioned hereafter, all of which shall be and be deemed always deemed to be covenants running with the land **AND SUBJECT ALSO TO** the Purchaser paying and discharging all taxes, impositions etc. of the Said Unit And The Rights Appurtenant Thereto wholly and also common expenses of the Common Areas proportionately, **AND PROVIDED ALWAYS THAT** the undivided proportionate share in the Common Areas and the right of user and enjoyment thereof shall always be deemed to have been conveyed to the Purchaser by the Developer with the Said Unit even though the same, be not expressly mentioned in any further conveyance and/or instrument of transfer.

2. PURCHASER'S COVENANTS:

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

- 1. Inspection of Plan/Fixtures/Fittings:** The Purchaser has, inter alia, inspected and verified all the documents as also the Said Plan of the building(s) of the Project and/or the Said Unit and is satisfied as to the Said Plan and/or the construction of the building(s) of the Project/ Phase I and the condition and description of all fixtures and

fittings installed and/or provided therein and also as to the amenities and facilities appertaining to the Said Unit and also to the nature, scope and extent of benefit or interest in the Project and/or in the common areas.

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

3. The Purchaser shall:

1. **Payment of Rates and Taxes:** On and from the date so notified by the Developer to the Purchaser pay all taxes, charges, levies and impositions payable as owner or the occupier of the Said Unit in the Project as may be payable by the Purchaser and this liability shall be perpetual, even if not mentioned in any future conveyance or

instrument of transfer. The Purchaser shall within six months from the date of execution of these presents, at their cost shall apply for obtaining mutation of their names as the owner until the same is done, the Purchaser shall pay proportionate tax to the Developer as may be deemed fit by the Developer.

2. **Colour Scheme/Modifications:** Not change/modify / alter the external façade (on all sides) of the Said Unit or to make any structural changes of any nature, in any manner whatsoever and/or not to change/modify/alter the colour scheme of all areas/ surfaces of the Said Unit which are part of the exterior elevation and/or part of the exterior colour scheme of the building(s).
3. **Good Order and Condition:** Keep the interiors of the Said Unit and the amenities and conveniences therein in good order and condition, normal wear and tear excepted.
4. **Necessary Repairs and Maintenance:** Carry out the necessary internal repairs and incur all expenses, at its own, for the upkeep and maintenance of the Said Unit without causing any inconvenience to the other owners/occupiers of the Project and/or the Project.
5. **Observance of Laws:** Observe all laws, rules and/or regulations and further ensure that under no circumstances, the Sellers are held responsible or liable for any liability, whatsoever, for the same.
6. **Maintenance of Said Unit:** Maintain the Said Unit at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Said Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Applicable Laws or change or alter or make additions to the Said Unit and shall keep the Said Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belongings thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.
7. **Use of Car Parking Space:** The Purchaser has been allotted Car Parking Space, if any in the Project. The Purchaser shall either use the Upper Tier or the Lower Tier of the said Parking Space as per mutual understanding with the other Allotted Purchaser/Owner of a different Flat/Unit. This is for smooth function and convenience of both the Purchaser/Owner. Further the right of the Purchaser shall remain restricted to the Said Flat/Unit and Common Areas and Portions and in no event the Purchaser shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions whatsoever of the said building and the Said Premises. Promoter shall be entitled to sell and transfer the said other spaces by way of Car Parking/Two Wheeler

Parking zones or areas including to any outside purchaser also not allowed to park multiple car / two wheeler in the said car parking.

4. The Purchaser shall not:

1. **Repair:** Ask the Developer to undertake any repair or rectification work in the Said Unit.
2. **Complaint:** Raise any complaint regarding design, layout, accommodation, specifications, fittings and fixtures etc. of the Said Unit and/or the amenities, utilities and/or facilities provided in the Said Unit and/or in the Project and/or in the Phase – I or any other phases after the execution of these presents.
3. **Nuisance:** Allow or cause to be done anything within or in the vicinity of the Said Unit, which may cause nuisance or annoyance to others.
4. **Storage of Hazardous Goods:** Store or bring or allow to be stored and brought in the Said Unit any goods of hazardous or combustible nature or any heavy material that may affect or endanger the structural stability of the Said Unit and shall take care while carrying heavy packages, which may damage or likely to likely to damage the staircases, common passages or any other structure of the building, including entrances of the building and in case any damage is caused to the building or the Said Unit on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for making good the said damages;
5. **No Ownership Claim:** Neither have nor shall, at any time, in future, claim to have any share and/or interest and/or right of any nature whatsoever (except specifically conveyed under these presents) in other areas of the Project and/or in the Project and/or in the Common Areas within the Project and/or other Common Areas of the Project save and except the Said Unit.
6. **No other claim and/or demand:** the Purchaser, before taking possession of the Said Unit has seen inspected and approved of the construction and shall not, in future, at any time, raise any demand and/or claim, whatsoever, with respect to the Said Unit and/or any delay caused by the Developer with respect to the handover of the Said Unit and/or other facilities and amenities that shall be handed over by the Developer in due course of time.
7. **Put up Letter box/signage:** No name writing, letter box, drawing sign board plate neo-sign board or placard of any kind shall be put on in any window on the exterior of the Said Unit or on the outside wall of the Buildings so as to be visible from outside the Said Unit. Save at the place as be approved or provided by the Developer Provided however

nothing contained herein shall prevent the Purchaser to put a decent name plate on the outface of the main door of the said flat or unit.

8. **Object to the installations:** not to object to the erection, and maintenance of hoardings, display-signs, communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas etc. on the roofs of the buildings and/or other areas in the buildings and/or the Project which may be allowed to be put up to ensure better connectivity and/or better network within the Building and/or to augment the financial resources of the Association without being required to pay any charges for the same to anyone.
9. **Restrictions and other obligations:** As from the date of possession of the said unit, the Purchaser agrees and covenants:
 - i. To co-operate with the Developer and/or Association in the management and maintenance of the buildings and/or the Project;
 - ii. To observe the rules or regulations framed from time to time by the Developer, and/or Association in respect of the Said Unit and/or the building of Phase I and/or of the Project;
 - iii. To allow the authorized representatives of the Developer and/or and/or Association with or without workmen to enter into the Said Unit for the purpose of maintenance and repairs;
 - iv. To pay the charges of the electricity and other utilities in or relating to the Said Unit wholly and proportionately in relating to the Common Areas;
 - v. Not to sub-divide the Said Unit and/or the car parking space, if allotted, or any portion thereof;
 - vi. Not to throw or accumulate or cause or permit to be thrown or accumulated any dirt, rubbish or other refuse within the Said Unit and / or in the buildings of Phase Land/or of the Project or in any portion of the Common Areas save at the places indicated therefore;
 - vii. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the stability of the building or any part thereof;
 - viii. Not to fix or install air conditioner/s in the Said Unit save and except at the place/s which have specified in the Said Unit for the same;
 - ix. Not to do or cause anything to be done in or around the Said Unit which may cause or tend to cause or tantamount to cause or affect any damage to the Said Unit or to

the flooring or ceiling of the Said Unit or any other portion over or below the Said Unit or adjacent to the Said Unit in any manner and not to interfere with the use and rights and enjoyment of any open spaces, passages or amenities available for common use;

- x. Not to damage or demolish or cause to be damaged or demolished the Said Unit or any part thereof or the fittings and fixtures affixed thereto;
- xi. Not to permit closing of the verandah or balconies or lobbies and Common Areas and also not to permit any alterations in the elevation;
- xii. Not to fix grills in the verandah and/or windows which are not as per the designs suggested or approved by the Architect;
- xiii. Not to make in the Said Unit any structural additions and / or alterations such as beams columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the Developer and/or any concerned authority;
- xiv. Not to use the car parking space, if any allotted to the Purchaser, or permit the same to be used for any other purpose whatsoever other than for the parking of the Purchaser's own car and not to raise or put up any kutcha or pucca construction, grilled wall, enclosures thereon or part thereon and to keep the same always open and not to permit any person to stay / dwell there or store any articles therein;
- xv. Not to park or allow its car or two wheeler etc. nor allow its visitors to do so to park or to be parked in the pathway or in the open spaces of the building or at any other place except at the space, if any, allotted to him/her/them/it, it being clarified that in case the Purchaser has been allotted with any open or covered car park, if any, such parking space shall be used for parking of a single vehicle and not multiple vehicle or combination of vehicles such a four wheeler with a two-wheeler etc.;
- xvi. To use only those Common Areas for ingress and egress to the Said Unit, in common with the other occupiers of the building and the Purchaser shall have no right on any other portion and/or space in the building and/or the said premises;
- xvii. To at all times keep the interior walls, fittings, fixtures, appurtenances, floor, ceiling etc. of the Said Unit in perfect condition and repair so as not to cause any damage to the building or any other space or accommodation thereon and keep the other occupiers of the building indemnified from and against the consequences of any damage arising therefrom;
- xviii. Not to obstruct or object to the Developer doing or permitting anyone to do any construction, alteration or work in the said premises and/or the building;

- xix. Not to affix or draw any wires, cables, pipes etc., from and to or through any of the common areas or other units;
- xx. The Purchaser shall have only the proportionate right and interest in the Common Areas (save those reserved unto the Developer) and shall not do any act deed or thing which may in any way prevent and/or restrict the rights and liberties of the Developer or the other co-owners;
- xxi. To regularly and punctually pay and discharge to the Developer or the Association or the concerned statutory semi-government body as the case may be all rates taxes maintenance charges common expenses impositions and all other outgoing in respect of the Said Unit and the rights and properties appurtenant thereto and also proportionately for the Common Areas and/or portions within the 7th (Seventh) day of every month according to the English calendar. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the Said Unit has been taken or not by the Purchaser;
- xxii. The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Developer and/or Association from time to time and the Purchaser shall be liable to pay the same. Further, the statement of account of the apportionment of charges as prepared by the Developer and/or Association shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same;
- xxiii. So long as each unit in the building is not separately assessed and mutated, the Purchaser shall from the date of possession and/or occupancy certificate whichever is earlier be liable to pay proportionate share of all the rates and taxes assessed on the entirety of the said premises, such proportion to be determined by the Developer on the basis of the area of the Said Unit.
- xxiv. After taking delivery of the Said Unit, the Purchaser shall take steps to have the Said Unit separately assessed and mutated. The Purchaser shall be liable and responsible for all the costs and consequences of non-observance of this clause;
- xxv. In case the Purchaser defaults or delays in making payment of all the aforesaid expenses, then the Developer or the Association shall also be entitled to withhold all utilities and facilities to the Purchaser and/or the Said Unit, including electricity, water supply and/or other services, during the time that the Purchaser is in default. In addition the Said Unit shall be deemed to be charged in favour of the Developer or the Association as the case may be, for all such amounts falling due together with interest;

- xxvi. In case the Developer and/or Association condones the default of the Purchaser, then and in such event, the Purchaser shall along with such dues and/or arrears, pay compensation for the loss and/or damages suffered by the Developer and/or Association and also interest at the rate of and ½ percent per month for the period of default on all amounts remaining unpaid together with reconnection charges.
- xxvii. And the Purchaser hereby undertakes not to raise any objection or to make any claim to the contrary under this Conveyance.

5. PROMOTERS' COVENANTS:

1. The Promoters doth hereby covenant with the Purchaser that the Promoters in future, shall, at the request and cost of the Purchaser, execute such documents that may be required for perfecting and bettering the title of the Purchaser to the Said Unit.
2. The Promoters, unless prevented by fire, or some other irresistible force, shall, upon reasonable request and at the cost of the Purchaser or any one of them, cause to be produced to the Purchaser for inspection the title deeds in connection with the Said Land in its custody and should give photocopies thereof and in due course of time.
3. Hand over all title documents, etc. to the Association of flat/unit owners, after completion of construction of all the phases of the Project, when formed and will also handover all relevant documents of the Project such as sanction plan, completion plan, completion certificate, electrical drawings, plumbing drawings, fire NOC, lift licenses, generator permissions, all AMC Documents, and all other relevant documents to the elected nominees/board of managers of the Association to be formed after completion of all the phases of the project.

6. Mutual Covenants:

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

1. **Transfer/conveyance of Common Area Share And User Rights:-** The Purchaser has been categorically made aware by the Promoters that the Common Area Share And User Rights as defined in **THIRD SCHEDULE** hereunder written being conveyed/transferred to the Purchaser is being transferred as per the law prevailing on the date of execution and registration of this conveyance. The Purchaser has also been categorically made aware by the Promoters that at any time after the execution and registration of this conveyance, and in terms of the law(s) (especially, the Said Act read with the Said Rules

as is applicable in the state of West Bengal) the Promoters would be under obligation, inter alia, to transfer the Common Areas as mentioned in the **FIRST SCHEDULE** hereunder written to the Association, (as defined below) when formed, the Purchaser, hereby, unconditionally and unequivocally agree and confirm that the Purchaser shall, upon receiving a request from the Promoters, sign such deed of conveyance and/or give unconditional and unequivocal consent for such transfer of Common Areas to the Association and the Purchaser also agrees and confirms that such consent shall be and shall always be deemed to have been granted by the Purchaser to the Promoters. The Purchaser further unconditionally confirms to bear the proportionate cost towards stamp duty and registration if so required at the time of such transfer. This obligation of the Purchaser, as aforesaid, shall be an essential covenant to be unconditionally complied with by the Purchaser and be deemed to be a covenant running with the land till it is complied with and/or be deemed to have been complied with by the Purchaser.

2. The Purchaser's proportionate share in all matters concerning the Said Unit And The Rights Appurtenant There To shall be the proportion which the carpet area of the Said Unit may bear to the carpet area of all the Apartments/Units of the Building/Project. It is clarified that while determining the proportionate share of the Purchaser to the various matters, the decision of the Promoters or the Association upon its formation shall be binding on the Purchaser.
3. This Indenture as aforesaid, contains the entire agreement of the Parties. In case of any inconsistency or contradiction with the Agreement for Sale of the Said Unit, then the terms and conditions of this Indenture shall prevail. This Deed supersedes all writings/understanding agreements brochures and any other agreements between the parties hereto and the Purchaser agrees not to rely on the same save and except the applicable covenants of this Conveyance of the said Unit.

7. Interpretation:

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

THE FIRST SCHEDULE ABOVE REFERRED TO
(Common Areas)

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

- i. The Said Land on which the Project is situated including the Project land on which the Project is constructed and/or developed.
- ii. the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings within the Project;
- iii. the portion of terraces, community areas areas, passage, common toilet and common storage spaces
- iv. the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
- v. installations of central services such as electricity, water and sanitation, etc.;
- vi. the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- vii. all community facilities as provided in the Project;
- viii. all other portion of the Project, including those, situated within the Project, necessary or convenient for its maintenance, safety, etc., and earmarked by the Sellers for common use.
- ix. The Foundation Columns Beams Supports Corridors Lobbies Stairs, Stairways Landings Entrances Exits and Pathways Ramp Driveways,
- x. Lifts, Lift Pits, Lift Plant Installation, Lift Machine Room,
- xi. Letter Boxes,
- xii. Boundary Walls and Main Gates,
- xiii. Portion of the roof comprising of overhead water reservoir and lift machine room,

- xiv. Generator in the Complex at an additional cost to be shared by all the Purchaser of the flats proportionately pro-rata.

**THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID PROPERTY)**

ALL THAT the piece and parcel of Land measuring an area of 18 Cottahs 9 chittaks 24 sq.ft. be the same a little more or less, comprised in Dag no. 867 and 864 under khatian no. 862, J.L. No. 47 Touzi No.59, Naskar Para and J.L. No. 48, at Premises no. 750 in Mouza - Brahmapur, within the limit of Kolkata Municipality Ward no. 111, Borough No. XI Post Office – Brahmapur, Police Station- Bansdroni, Kolkata – 700096 District : 24 parganas (South) butted and bounded as follows:

ON THE NORTH : R.S. Dag no. 867 by Premises no. 191, Brahmapur

ON THE SOUTH : By Premises no. 175, Sardar Para Street.

ON THE EAST : Open land by Premises no. 4, Charu Nagar

ON THE WEST : By Brahmapur Road R.S. Dag no. 867

THE THIRD SCHEDULE ABOVE REFERRED TO

(Part-I)

(Said Unit)

ALL THAT the residential apartment (together with balcony/verandah, if any) situated within the Project and delineated on the plan 'A' annexed hereto and bordered in colour "RED" thereon AND TOGETHER WITH Car Parking Space, if any as per details given herein below;

- i. Flat No :
- ii. Block No : ; Unit No :
- iii. Floor No :
- iv. Carpet Area ...sq. ft., Built Up area ...sq.ft, (Super Built-Up Area ...sq. ft.) more or less
- v. Car Parking Space, if any.

(Part II)
(Common Area Share And User Right)

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

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Consideration)

Rs. /- (Rupees only) for the Said Unit along with Car Parking Space and the Properties Appurtenant Thereto, paid by the Purchaser to the Developer in full and final satisfaction and the Developer doth hereby admit and acknowledge the same.

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

Executed and Delivered by the **Owner** in the presence of:

1.

2.

Executed and Delivered by the **Developer** in the presence of :

1.

2.

Executed and Delivered by the **Purchaser** in the presence of:

1.

2.

Drafted by :

DATED THIS DAY OF , 2026

BETWEEN

JAYGRIH NIRMAN PVT. LTD & OTHERS

.... OWNERS

AND

MOON RAKER CONSTRUCTION PVT. LTD.

....DEVELOPER

AND

Mrs.....

Mr.....

.....PURCHASERS

CONVEYANCE