

DEED OF CONVEYANCE

THIS INDENTURE made this day of, Two Thousand Twenty BETWEEN **M/S. SHANTI DEEP HOMES LLP**, a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008, (.....) having its Registered Office at 51, Moulana Abul Kalam Azad Road, Howrah – 711 101, herein represented by its Designated Partner Sri Jatan Lal Parakh, duly authorized in this behalf vide Partners' resolution dated, hereinafter called the **V E N D E R / S E L L E R** (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) of the **FIRST PART**;

AND

Sri/Smt. son/daughter/wife of, residing at hereinafter called the **B U Y E R / P U R C H A S E R** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her heirs, executors administrators and permitted assigns) of the **OTHER PART**:

WHEREAS by a deed of conveyance dated 14th February One Thousand Nine Hundred Ninety registered with Addl. District Sub-Registrar, Kolkata being deed No. 1879 for the year 1990, book 1, volume – 51, pages – 189 – 214 dated 14.02.1990 executed between Sri Ajit Kumar Saha of 45/5B, Chakraberia Road, South, Kolkata - 29, the vendor thereunder and Sri Purusottam Dass Goel of 1B, Mayfair Road, Ballygunge, Kolkata – 700 019, the buyer therein, whereby Sri Ajit Kumar Saha sold & Transferred all that ½ undivided, un-demarcated portion of the land measuring about 9 (nine) Cottahs 4 (four) Chittacks together with structures standing thereon being Municipal premises No. 6, Chakraberia Road (South), Kolkata – 700 025, P.O. and P.S. – Bhawanipore, KMC ward no. 70 to Sri Purusottam Das Goel.

WHEREAS by a deed of conveyance dated 11th May One Thousand Nine Hundred Ninety One registered with Addl. District Sub-Registrar, Kolkata being deed No. 7286 for the year 1991, book 1, volume – 123, pages – 63 – 89 dated 10.05.1991 executed between Messrs Bharat Housing Development having its registered office at 156, Mahatma Gandhi Road, Kolkata, the vendor thereunder and Sri Jatan Lal Parakh of 51, Moulana Abul Kalam Azad Road, Howrah – 711 101, the buyer therein, whereby Bharat Housing Development sold & Transferred all that ½ undivided, un-demarcated portion of the land measuring about 9 (nine) Cottahs 4 (four) Chittacks together with structures standing thereon being Municipal premises No. 6, Chakraberia Road (South), Kolkata – 700 025, P.O. and P.S. – Bhawanipore, KMC ward no. 70 to Sri Jatan Lal Parakh.

AND WHEREAS thus Sri Purusottam Dass Goel and Jatan Lal Parakh jointly seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land admeasuring 9 (nine) Cottahs 4 (four) Chittacks together with structures standing thereon being Municipal premises No. 6, Chakraberia Road (South), Kolkata – 700 025, P.O. and P.S. – Bhawanipore, KMC ward no. 70 be the same a little more or less more fully and particularly described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as "THE SAID LAND"

AND WHEREAS Sri Purusottam Dass Goel and Sri Jatan Lal Parakh muted their names in the record of Kolkata Municipal Corporation under assess no. 110701200469 and are paying property taxes regularly.

AND WHEREAS Sri Purusottam Dass Goel and Sri Jatan Lal Parakh submitted a building plan for construction of a six storied building consisting of residential flats, shop room and office room and the same was sanctioned vide building permit no. 2022080047 dated 04.07.2022 by the authorities of Kolkata Municipal Corporation which is valid upto 03.07.2027 .

AND WHEREAS for the smooth development and completion of proposed building Sri Purusottam Dass Goel and Sri Jatan Lal Parakh incorporated a Limited Liability Partnership under the name and style of SHANTI DEEP HOMES LLP under the Limited Liability Partnership act, 2008 and rules framed thereunder as may be amended from time to time and under the terms and conditions mentioned under the Limited Liability Partnership Agreement dated 22.02.2023 thrown / introduced their above referred land as their capital and thus the vendor herein became owner of the said land and units constructed thereon.

AND WHEREAS Shanti Deep Homes LLP started construction as per the plan sanctioned for construction of six storied building named as "Shanti Deep".

IN THIS INDENTURE UNLESS IT IS CONTRARY TO THE CONTEXT THE FOLLOWING WORDS SHALL HAVE THE FOLLOWING MEANINGS :

- 1) **"SAID PROPERTY"** shall mean the said land more fully & particularly described in the **FIRST SCHEDULE** hereunder written and also includes the new building constructed there at by the Seller.
- 2) **"BUILDINGS"** shall mean the multistoried building constructed, erected by the Seller on the said land according to the sanctioned plan with addition, modification or amendments as may be made thereto from time to time and other spaces intended for the enjoyment of the said building.
- 3) **"UNIT (S)"** shall mean and include.
 - i) **"RESIDENTIAL FLAT"** i.e. covered space consisting of Bed Rooms(s) Living room(s) bath rooms/toilet kitchen & verandah therein being **Flat No.** situated on the floor of the building and having a build-up area, Carpet area..... more or less particularly described in the Part I of the **SECOND SCHEDULE** hereunder and if the context so admits also includes multilevel car parking space capable of being exclusively occupied and enjoyed hereinafter referred to as **"said unit."**
 - (ii) **"COMMERCIAL ACCOMMODATION"** shall mean and include shop room (s), office room(s) specified and demarcated as shop room/office No. situated on the floor of the building having a build-up area, Carpet area..... more or less particularly described in the Part II of the **SECOND SCHEDULE** hereunder written and if the context so admits also includes multilevel car parking space capable of being exclusively occupied and enjoyed hereinafter referred to as **"said unit."**
- 4) **"COMMON AREA, FACILITIES AND AMENITIES"** shall mean the area, facilities and amenities as provided for and/or reserved in the said building for common use including Corridors, Passages, Stair Cases, Landings, half Landings, Water reservoir, Overhead Water Tank, and all other areas, spaces and attachments to be used commonly by the occupants of the building with easement right and lift, Water Pump and its accessories, Electrical installations and all other things to be provided by the seller for

common use of the occupants of the building more particularly described in the THIRD SCHEDULE hereunder written.

- 5) **"COMMON EXPENSES"** shall mean and include the costs, charges, expenses whatsoever incurred for maintenance, repairs and replacements of the common areas facilities and space more particularly described in the **FOURTH SCHEDULE** hereunder.
- 6) **"COMMON EASEMENTS"** in relation to any flat / showroom / shop room and/or Car Parking space, shall mean the easements, quasieasements rights, privileges, and appurtenance appertaining to such flat / showroom / shop room and/or Car Parking space for the reasonable enjoyment and occupation of such flat/ showroom /shop room and/or Car Parking space more particularly described in the **FIFTH SCHEDULE** hereunder written and shall also include the reciprocal easements, quasi-easements obligations and duties of like nature of the other flat/showroom/shop room and / or Car Parking space in the said building in or upon such flat/ shop room and/or multilevel Car Parking space more particularly described in the **SIXTH SCHEDULE** hereunder written.
- 7) **"PROPORTIONATE SHARES"** shall mean in the case of any flat/shop room and/or multilevel Car Parking space, the portion or portions which the floor space of such flats/ shop room and/or multilevel car parking space bear to the aggregate of all the floor space of all the units and other portions for the time being comprised in the said building and premises but excluding the areas comprising in the common parts, common areas and immunities in the said premises thereof in the said building.
- 8) **"TRANSFER** with its grammatical variations shall mean and include a transfer by possession or by any other means adopted for affecting what is understood as a transfer of constructed space or portion in a multistoried building to the buyers thereof though the same will not amount to a transfer in law.
- 9) Articles and expression imparting neuter gender shall include feminine gender and masculine gender shall include feminine gender and vice-versa.
- 10) Articles and expressions imparting singular number shall include plural number and vice versa.

The Buyer having been fully satisfied with title of the land and validity of the building plan and with the feasibility of the designs of the plan of the building have agreed to purchase and acquire and the vendor has agreed to sell all that the said unit being unit / shop room, multilevel car parking space together with the undivided, impartible and indivisible portion of the land and in the common area, facilities and amenities at premises being Premises No. 6, Chakraberia Road (South), Kolkata – 700 025, P.O. and P.S. – Bhawanipore, KMC ward no. 70, morefully and particularly referred to in the part ONE/TWO of second schedule hereunder written and hereinafter collectively referred to as the "said unit".

NOW THIS INDENTURE WITNESSETH AS FOLLOWS

1) In pursuance of the Agreement between the Vendor and the Purchaser and on payment of consideration money of the "UNIT" amounting to **Rs./- (Rupees:)** **Only** on or before the execution of these presents (the receipt whereof the seller doth hereby) as well as by the receipt here under

written, admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit release and for ever discharge the purchaser(s) as well as the "Said unit" the seller subject to what are herein stated doth hereby grant, convey, transfer, assign and assure unto and in favour of the purchaser the said unit more fully described in part ONE/TWO of second schedule hereunder written and being ALL THAT the said Unit and the said share and the said common rights TOGETHER with all boundaries and other rights, ways, paths, passages, sewers, drains together with all manners of former and other rights, privileges, easements advantages, emoluments and all appendages and appurtenances whatsoever to the said property or any part thereof belonging or in any way appertaining or with which the same or any part thereof now is or are or at any time or times hereto before were or was held used occupied or enjoyed or reputed to belong and appurtenant thereto and all the reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said property hereby sold, transferred conveyed or expressed or intended so to be and every part thereof and all the legal incidence thereof and all the estates right, title interest use property claim and demand whatsoever of the Seller both at law or in equity into or upon or in respect of the said flat/shop room more particularly described in part ONE/TWO of second Schedule hereunder written or any part or portion thereof free from all encumbrance attachments, and charges whatsoever TOGETHER WITH all deeds, pattas, monuments writings and other evidences of title whatsoever exclusively relating to the said flat/shop room more particularly described in part ONE/TWO of second schedule hereunder written or any part thereof which now are or is or at any time hereafter shall or may be in possession power custody or control of the seller or of any other person or persons from whom the seller can or may procure the same without any suit or action at law or in equity TO HAVE AND TO HELD the said same ALL THAT the said unit and the said share and the said common rights hereby granted sold conveyed transferred assigned and assured or expressed or intended to be and every part or parts thereof respectively together with their and each of their respective rights members and appurtenances whatsoever unto and to the use of the purchaser absolutely and for ever free from all encumbrances, trusts, attachments and charges whatsoever but subject to the regular and punctual payment by the purchaser of all the common expenses and also subject to purchaser observing and performing all the terms and conditions herein mentioned so far as the same are to be performed and/or observed by the purchaser TOGETHER WITH full rights and liberties for the purchaser in common with the seller and other person or persons having similar rights to pass and repass over and along with the roads either with or without carts, carriages animals motor cars and other vehicles for all purposes and to lay if necessary drains sewer pipes under the said road and cable under or over the common paths and passages from time to time and at all times hereafter so far as it relates to or shall be applicable to the said flat/shop room more particularly described in part ONE/TWO of second schedule hereunder written subject nevertheless to the common easements connected with the beneficial use and enjoyment in respect of the said property.

THE SELLER DOTH HEREBY COVENANTS WITH THE PURCHASER AS FOLLOWS:-

- 1) That notwithstanding any act deed or thing whatsoever by the seller or by any of its predecessors in title done executed or knowingly suffered to the contrary the seller is now fully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said flat/shop room (more particularly described in part ONE/TWO of second schedule hereunder written) hereby sold granted transferred conveyed or expressed or intended so to be and every part or parts thereof for a perfect and in defeasible estate of inheritance without any manner of condition whatsoever to alter defeat encumber or to make void the same.
- 2) That the Seller now have in it self good right full power and absolute authority and indefeasible title to grant convey transfer assign and assure ALL AND SINGULAR the said flat/shop room hereby granted sold conveyed transferred assigned assured or expressed or intended so to be unto and to the use of

the purchaser in the manner aforesaid free from all encumbrances, attachment, trusts and/on charges whatsoever.

- 3) That the purchaser and his/ her heirs executors administrators shall will and from time to time and at all times here after subject to his / her complying with performing and/or observing all the terms and conditions herein contained so far as the same are to be complied with by the purchaser as also subject to purchaser paying all the common expenses (punctually and regularly) peacefully and quietly enter into, hold, possess and enjoy the said flat/show room and every part or parcel thereof which is hereby intended to be granted, conveyed sold and/or transferred and to receive and take the rents, issues and profits thereof and every parts thereof and every parts thereof without any lawful let suit, trouble, hindrance, interruption eviction disturbance claim or demand whatsoever from of or by the seller or any person or persons whosoever who is lawfully or through under or in trust for the seller or form on under any of its predecessors in title and that free from all encumbrances, trusts, attachments and/or charges whatsoever and freely and clearly and absolutely acquired, exonerated discharged and released by and at the cost and expenses of the seller and also well and sufficiently saved, defended, kept harmless and indemnified of from the against all and all manner of former and other Estates encumbrances, attachments and/or trusts whatsoever.
- 4) The seller shall from time to time and at all times hereafter upon every reasonable request and at the cost of the purchaser make do acknowledge execute and perfect or cause to be done and executed all such further and other acts deeds and things whatsoever for further better and more perfectly assuring the said flat/shop room and every part thereof unto and to the use of the purchaser in the manner aforesaid as shall or may be reasonably required.
- 5) The seller shall and will unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the costs of the purchaser or any person or persons lawfully and equitably claiming through under or in trust for the purchaser any estate, right, title or interest in the said property produce or cause to be produced at such times and at such places and before such persons or authorities or at any trial commission otherwise as occasion shall require all or any of the deeds documents and writings exclusively relating the said flat/shop room and/or the said land and the said building and shall also at the like request and cost of the purchases deliver or cause to be delivered such attested on Xerox or Other copies thereof or abstracts therefore as may be requested by the purchaser and will such time the vendor should keep the documents what unserved and uncollected and that not use the same to create any encumbrances in respect of the property or any part or portion thereof.

THE PURCHASER DOTH HEREBY COVENANT WITH THE SELLER AS FOLLOWS:-

- (1) The Purchaser shall from time to time and at all time pay all the common expenses and proportionate shares and shall also observe and perform all the terms and conditions herein contained which are on the part of the purchaser to be carried out and/or performed punctually and regularly without any objection on any ground whatsoever and shall also make all payments to be made by him from time to time.
- (2) The Purchaser shall take its own steps to get its ownership in respect of the said flat/shop room recorded in the books and records of The Kolkata Municipal Corporation.
- (3) The common areas facilities and amenities and the said land shall always remain undivided and no flat / shop owner or other person shall bring any suit for partition or division.

THE FIRST SCHEDULE ABOVE REFERRED TO
(THE SAID PROPERTY)

ALL THAT piece and parcel of land measuring about 9 (nine) Cottahs 4 (four) Chittacks together with structures standing thereon being Municipal premises No. 6, Chakraberia Road (South), Kolkata – 700 025, P.O. and P.S. – Bhawanipore, KMC ward no. 70 Sub-Registration office and district Kolkata, including all easement rights, advantage, privileges here to being butted and bounded as follows:

On the North :

On the East :

On the South :

On the West :

THE SECOND SCHEDULE ABOVE REFERRED TO
PART ONE (THE UNIT)

ALL THAT the said the Unit being **Flat No.** situate on the floor of the building known as " Shanti Deep" construct at the premises No. 6, Chakraberia Road (South), Kolkata – 700 025, containing floor area of about **sq. ft.** built up be the same a little more or less consisting of bed rooms, living / dining room kitchen Bathroom \ toilets and Varandah as shown and delineated in Red in the Map and Plan annexed hereto along with multilevel car parking space for parking of private car Specified and marked as by the seller, hereto being butted and bounded as follows:

On the north :

On the East :

On the South :

On the west :

PART TWO

ALL THAT said shop room / office No. in the floor of the said building containing floor area of aboutL sq. ft. and shown and delineated in Blue in the Map and Plan annexed hereto along with multilevel car parking space for parking of private Car (specified and market as by the seller.).

On the north :

On the East :

On the South :

On the west :

**THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON AREAS FACILITIES & AMENITIES)**

- a) The foundation, columns, Beams, supports, Boundary Walls including outer side walls of the said building, corridors, passage staircases, and all other common areas excepting car parking space.
- b) Water and sewerage evacuation pipes from the flats and other common areas to the Drains and sewerage, Drains and Sewer age from the building to the Corporation ducts.
- c) Toilets and bathrooms attached to and provided for the shop/show Rooms at ground floor for the servants, drivers and durwans.
- d) A tenable space for the Electric installation and Meter room and Lift Control Room.
- e) Overhead water tanks, under ground water Reservoirs, water pipes and other common plumbing installations.
- f) Main gates and windows fixed in the building.
- g) Electrical wiring, meters, fittings and fixtures for lighting the staircases, lobby, passage and all other common areas.
- h) All such other common parts, portions areas equipments, installations fittings and fixtures, covered and open spaces in or about the said building as are necessary for occupancy of the building or parts thereof are easement of necessity.
- i) ONE automatic lift with all its fittings and installation.
- j) The Generator and its fittings, installations, wiring and all other attachments.
- k) Fire Fighting equipment.

**THE FORTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)**

- a) The Cost, expenses and charges whatsoever incurred for and in connection with administration, management, repairs renovations, replacements, painting and repairing, decoration, maintenance of all the common areas facilities and amenities and under and upon the building used and enjoyed in common by the Buyers, Co-Buyers and other occupiers thereof.
- b) The cost of working, running, repairs, replacement and maintenance of lift, tube wells, pump, generator and all the installation and attachments including service charges.
- c) The salaries, remuneration and cost of all other amenities provided to managers, clerks, bill collectors, lift man durwan and guards, plumber, electrician, sweepers and all other persons etc.
- d) All electricity charges payable in common for the common portions and utilities of the building.
- e) Municipal and all other taxes whatsoever levied on the building and other out goings whatsoever save those which would be separately assessed and / or incurred in respect of any Unit or Portion of the Land.
- f) All the costs and expenses incurred in connection with settlement of any litigation dispute and proceedings with Municipal Corporation of Howrah, Improvement Trust, Insurance Company, Fire Fighting authorities, Electricity Board and Government authorities and all other person or persons in respect of the building or parts thereof.

**THE FIFTH SCHEDULE ABOVE REFERRED TO
(COMMON EASEMENTS)**

1. The Buyer shall be entitled to all rights, privileges, vertical and lateral supports, easements, quasi easements, appendages and appurtenances whatsoever belonging or any way appertaining to the said unit/flat and the common portions of the said building or otherwise usually held, used, occupied of the said building or enjoyed or reputed to or known as part and parcel thereof or appertaining thereto which are hereinafter more fully specified

EXCEPTING AND RESERVING UNTO THE seller and/or other Co-Buyers and/or the other occupiers of the different portion of the building, the rights, privileges, quasi easements and appurtenances hereinafter more particularly set forth in the Sixth Schedule hereto.

2. The right of way in common as aforesaid into and upon all common passages, drive ways, entrances at all times and for all purposes connected with reasonable use and enjoyment of the said unit flat and comprised within the said building and premises PROVIDED ALWAYS AND IT IS HEREBY DECLARED that nothing herein contained shall permit the Buyer or any persons deriving title under the buyer and/or his/her their/its servants, agents and employees invites and/or customers to obstruct in any way by vehicles and/or by deposit of materials and/or putting rubbish or otherwise the free passage of other persons (including the seller) property entitled to such right of way as aforesaid along such common passages, drive ways and entrances as aforesaid.
3. The right of protection of the said unit/flat by or from all other parts of the building and premises so far as they now protect the same.
4. The right of the floor in common as aforesaid of electricity, water and waste or soil form and or to the said unit/flat through pipes, drains, wires and conduits laying or being in under or over the other parts of the building and premises so far as may be reasonably necessary for the beneficial and enjoyment of the said unit/flat.
5. The right of the Buyer with or without workmen and necessary materials to enter from time to time upon the other parts of the said building and premises for the purpose of rebuilding, repairing ,replacing or cleaning as far as may be necessary such pipes, drains wires and conduits as aforesaid and also for the purposes of rebuilding repairing, replacing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situations upon giving, forty eight hours previous notice in writing of the Buyer's intention to enter to the other parts of the said building and premises in the occupation of seller/buyer/co-buyers or other occupants properly entitled to the same.

**THE SIXTH SCHEDULE ABOVE REFERRED TO
(RECIPROCAL EASEMENTS)**

The under mentioned rights, easements, quasi easements and privileges appertaining to the said unit/ flat shall be excepted and be reserved unto the seller and other co-buyers and/or occupiers of the other part or parts of the said building.

1. The right of floor in common with the Buyer and other person or persons aforesaid of electricity water and soil or waste from and to any part (other than the flat/unit) to the other part or parts of the said building through pipes, drains wires, conduits laying or being in under through or over the said Flat/unit and as far as may be reasonably necessary for beneficial use, occupation and enjoyment of the other part or parts of the said building.
2. The right of protection of other part or parts of the said building by all portions of the Flat/unit as far as the same can or does normally protect.
3. The right as would or otherwise become vested in the Buyer by means of any of the structural alterations to the said flat/unit or otherwise in any manner to lessen or demise the normal enjoyment by other part or parts of the said building.
4. The right with or without workmen and necessary material to enter from time to time upon the said Flat/Unit for the purpose of rebuilding repairing, replacing or cleaning so far as may be necessary such pipes drains, wires and conduits as aforesaid PROVIDED ALWAYS that save in case of emergency the Seller/Buyers and other occupiers of other part or parts of the said building shall give to the Buyer a prior forty eight hours written notice of its or their intention for such intention for such entry as aforesaid.

SEVENTH SCHEDULE ABOVE REFERRED TO:

Manner of payment of proportionate charges and/or expenses by the Buyer on possession of the unit/Flat.

1. Notwithstanding anything to the contrary herein contained the Buyer agrees and binds himself to pay to the Seller the following charges and expenses from time to time on and from possession of the unit/Flat being given to him/her/ them.

Proportionate share of Taxes is paid in connection with the Municipal Taxes or for other taxes whatsoever under any law, proportionate share of such taxes for both shares assessed on the said building as allocated by the seller.

Costs charges and other out goings for administration and management;

(b) Proportionate share of all the cost, charges and other out goings whatsoever necessary and incidental to the administration and management of the said building and the said premises including the costs, expenses and outgoing with all betterment fees, levies, charges and expenses charged or to be charged by the local Municipality relating to the said building or any part thereof in respect of the matters specified in the Third schedule of the Conveyance.

Other proportionate share of Government dues from the date of delivery of possession of the said Unit:

(c) From time to time and all times to contribute and pay his proportionate share of all amounts becoming payable by way of premium, unearned increase to the Government, Local Municipality or any other authorities or any charges payable as betterment or development charges or other tax or payment being demanded from the Seller.

(d) Any apportionment of the liability of the buyer in respect of any items of expenses, taxes outgoing payable by the respective buyers shall be done by the seller whose decision shall be always conclusive, final and binding on the Buyer too.

The Buyer shall keep the said unit/flat fully insured.

2. Notwithstanding anything to the contrary herein contained the Buyer hereby agrees and covenants with the seller:

Pay all amount:

- a) To pay all the amounts payable under the terms of this Indenture as and when the same become due and payable. Time in this respect being the essence of the contract.
- b) To observe and perform all the Covenants and conditions contained in this deed.

Indemnify the Seller:

- c) To keep the seller and its Agent(S) and respective estate and effects indemnified and harmless against all or any of the said payments and observance and performance of the said covenants and conditions as also against all or any losses or damages that the seller may suffer as a result of non payment, non observance or non performance of the said covenants and conditions.

3. Even before or after the deed of assignment as hereinafter mentioned in respect of the said land in favour of the society or the Limited Company or the Association, the terrace and roof of the building including the parapet walls shall always be the property of the Seller and agreement with the Buyer and all other Buyers of the respective units/flats in the said building shall be subject to the aforesaid right of the seller who shall be entitled to exclusive use, possess, utilise or otherwise deal with the said terrace and roof including the parapet walls for any purpose including the display of advertisement and sign boards and the Buyer shall not be entitled to raise any objection or claim any compensation or damage on the ground of inconvenience or on any other grounds whatsoever. The seller shall also be entitled to look after the entrance of the said terrace and roof of the said building. The seller shall be at liberty to raise further construction on roof and terrace and dispose of the same.

4. THE BUYER SHALL NOT:

No structural addition and/or alteration.

- a) make or cause to be made any structural addition and/or alteration or improvement of permanent nature except with the prior approval of the seller and with the sanction of the authorities concerned.

No demolition or damage:

- b) Do or cause anything to be done in or about the said unit/flat which may cause or tend to cause any demolition and/or damage to any structure, flooring or ceiling of the unit/ flat or any other

portion over or below the said unit/ flat or any side which is adjacent to this said unit/flat or in any manner is interfere with the use and rights and enjoyment thereof or of any open spaces, passages or amenities available for common use.

No Alternation in elevation and outside colour scheme:

- c) Close or permit the closing of verandah or lounges or balconies and lobbies and common portion and shall also not alter or permit any alterations in the elevation, exterior decoration and outside colour scheme of the exposed walls of the verandah lounge, or any external walls, or both the faces of external doors and windows including Grills of the unit/flat which in the opinion of the seller differ from the colour scheme of the building or which in the opinion of the seller affects the rights of the seller in respect of the exterior walls of the said building.

The Buyer shall not cause nuisance or annoyance:

- d) In case of flat use the flat or any portion thereof for any purpose other than as a dwelling unit or permit the same to be used for any purpose whatsoever which may or is likely cause nuisance or annoyance to occupiers of the other portions in the building or to the owners or occupiers of the neighboring properties or for any illegal or immoral purposes.
- e) In case of Show Rooms and Shop Rooms deal in any way in Non Vegetarian items egg's products, banned and restricted items and shall not entangled with illegal and immoral trade and allied activities.
- f) In case of Show Rooms and Shop Rooms use or permit to be used any articles which creates smoke, excessive heat and gases dangerous to health.
- g) In case of Show Rooms and Shop Rooms, Keep, store, accumulate, hang, fit and/or fix anything in any way in the total Market Passages, ways, front facing path and entrance and exit.
- h) Use or permit to be used the car parking space for the purpose other than parking of Private car.
- i) Do or permit to do a mechanical or painting job in car parking space.
- j) Lease out, let sub-let, sell or otherwise transfer in any way the car parking space to the person other than existing occupants of the building. No thrown or accumulation of refuse in the flat/unit or in common passage.
- k) Throw or accumulate any dirt, rubbish, rags or other refuse or permit the same to be thrown or allowed to be accumulated in his unit/flat or in the compound or any portion of the said building.

The Buyer shall not act or allowed to be done any act in the said unit/flat whereby the premium is increased or policies becomes void or voidable:

l) Do or permit to be done any act or thing which may render void or voidable any insurance of any unit/flat or any part of the said building or cause increased premium to be payable in respect thereof.

No part with possession of the said unit/flat until all the dues are paid by the Buyer

m) Let, sub-let, sell transfer convey, mortgage charge or in any way encumber or deal with or dispose of the said unit/flat or any portion thereof or assign, under let or part with possession of the flat/unit or any part thereof, till all dues of any nature whatsoever owing to the seller or payable hereunder are fully paid up and only if the Buyer has not been guilty of breach of or non compliance with any of the terms and conditions, covenants, or obligations in this regard in this agreement and No Portion of the floor space by metes and bounds:

n) To partition the floor space by metes and bounds. No storage of hazardous or combustible nature of goods in the said unit/flat:

o) Store in the said unit/ flat any goods of hazardous or combustible nature or which are so heavy as to affect the portion, thereof, structure, flooring and ceiling of the said building.

Buyer agrees or undertakes to be come member of co-operative Society/Limited Company/Association:

5. The Buyer hereby agrees and undertake to be a member of the Cooperative Society or a Limited Company or an Association to be formed by the Seller and also from time to time to sign and execute the application for formation and registration of such society or Limited Company or Association including the by laws of such proposed Society or Limited Company or Association and fill in, sign and return the same to the Seller. No objection shall be raised by the buyer if changes or modifications are in the by laws as may be required by the authorities and the buyer hereby signifies his consent in that behalf.

All costs, charges, expenses, Advocates, fees etc. in connection with formation of co-op. Societies/Limited Company/Association shall be shared proportionately amongst all the buyers/Co-Owners / Occupiers.

6. All costs charges and expenses in connection with the formation of the co-operative society or Limited Company or Association shall be borne by such Society or Limited Company or Association or Proportionately by the Buyer and the Occupier or holders or other units/flats and portions in the said building. The seller shall not be liable to contribute or pay any amount towards such expense. The proportionate share of such costs, charges, and expenses payable by the Buyer shall be paid immediately on demand as determined by the seller.

Buyer to abide by all the statutory rules and regulations:

7. The buyer hereby covenants:

- a) To observe, perform and abide by all laws, byelaws rules and regulation of the local Municipality, Government and local bodies and/or of any other authorities and also such rules and regulations for the use and enjoyment of the said unit/flat and of building.
- b) To attend, answer and be responsible for all deviations, violations or breach of any of the conditions or laws, by laws or rules and regulations.

Buyer to abide by the present.

- c) To observe and perform all the terms and conditions contained in these presents.

Buyer to abide by all rules and regulations framed by co-op. Society/Limited Company/Association:

- d) To observe, perform and comply with all the Rules and Regulations which the co-operative Society or the Limited Company or the Association referred to in these presents may adopt at its inception in the course of formation and from time to time and at all times, for protection, maintenance observance and confirmation to the building rules and Municipal by laws and regulations in force and for fully and properly vesting of the said building and appurtenant land in the society the Limited Company or the Association as the case may be for strict observance of the various stipulations and conditions of such society or Limited Company or Association in respect of the use and occupation of the units/flats by the holders thereof respectively.

To maintain the said unit/flat at the cost of the Buyer.

- e) To maintain at the costs of the buyer the said flat/unit in the same good condition, stage and order in which it has been delivered to Buyer.

To keep the said unit/flat and its walls and partition walls etc. in tenantable good condition at the cost of the Buyer.

- f) To keep the said unit/flat and its walls and partition walls, sewers, drains, pipes and appurtenances thereof in good tenantable condition at the cost of the Buyer and in particular as to support shelter and protect the parts of the building other than the said unit/flat.

Buyer to comply with at its own costs all sorts of requirement, requisitions, repairs, demands made by the Government and indemnify the seller therefrom.

- g) To comply with and carry out (along with other holders of the portions/flats or units in the said building from time to time the requirements, requisitions, demands and repairs as may be and are required to be complied with the Government or any other authority in respect of the said building and the land on which the said building is standing at Buyer's cost and to keep the seller indemnified, secured and harmless against all costs and consequences and all damages arising on account of non compliance with the requirements, requisitions, demands and repairs.

Buyer to sign and execute all papers and documents etc. to safe guard the interest of the seller and of the other con-buyers.

8. The Buyer hereby agrees to execute, from time to time and at all time, all papers and documents and to do all other things in such a way as to safeguard the interest of the Seller and or the other buyers of the other portions flats or units in the said building. The Buyer shall permit the seller and its Surveyors etc. with or without workmen as required by the seller from time to time.
9. The Buyer shall permit the Seller and its Surveyors or agents with or without workmen and others at all reasonable time to enter in or upon the said unit/flat or any part thereof.

(a) To view and examine the state and condition thereof.

(b) For the purpose of repairing any part of the building for the purpose of making, repairing, maintaining, rebuilding, cleaning, lightening and keeping in order and good condition all service drains, pipes, cables, water covers, gutters, wires, parts, structures or other convenience belonging to or serving or used for the said building and also for the purpose of laying, maintaining, repairing, testing all drainage water, water pipes, electric wires and for similar purposes and for disconnecting the supply of water ,electricity to the said unit flat or any other unit or flat or any other portion of the building in respect whereof the Buyer or the occupiers or such other portions/flat/ units shall have made default in paying the amounts of his share of Municipal Tax and Electricity charges.

Deed of Assignment or Sale deed in respect of the reminder of the said premises in favour of the proposed co/opt. Society/Limited Company/Association. All the Buyers in common to deposit cost of stamp and Registration charges etc.

10. Upon the transfer of the said reminder of the premises and the land (excepting those portions as and/or stated in (bracket) in para 11 above) to the Co-operative Society of the Limited Company or Association, this deed shall in all respects take effect as if it were a deed entered into by the buyer with such Society or Limited Company or Association and this deed shall henceforth be constructed in all respects as if such Society or Limited Company or Association had been named herein as the Seller.

In the case of the Co-operative Society/ Limited Company/ Association is formed before sale of all units then the Seller shall have absolute authority and control over all the matters concerning the said building.

11. In the event of Co-operative Society or Limited Company or Association being formed and registered before the Sale and disposal of all the units flats and other portions in the said building, the Power and Authority of the Society or Limited Company or Association so formed, shall be subject to the absolute authority and over all control over all the matters concerning the said building, the construction and completion thereof and all amenities appertaining to the same and in particular the Seller shall have absolute authority and control as regards the unsold units flats and portions and for the disposal thereof.
12. The said building shall always be known as SHRI NIWAS the name of the Co-operative Society or Limited Company or Association to be formed shall maintain the said name.

13. Registration under W.B. Apartment ownership Act, 1972 is compulsory.

14. Upon transfer of the said building and land in terms hereof to the Society or Limited Company or Association so long as all the holders of the units flats and other portions of the said building do agree to form an "Association of Unit Flat Owner's within the meaning of West Bengal apartment Ownership Act,1972 (West Bengal Act of 1972) and a declaration setting out particulars enumerated in Section 10 of the said Act is not made signed, executed and considered and submitted to the competent authority with in the meaning of the said Act and separate assessment in respect of Municipal Taxes are not made under section 14 or the said Act, the Municipal Taxes and other out goings costs of maintenance and other expenses for upkeep of the said building and all other impositions on the said building shall be considered as having been imposed or become payable by the Buyer and the holders of the other units flats and portions of the said building which shall be divisible amongst them in proportion to the respective area held by each of them. The buyer and the holders of other units/flats and portions shall pay proportionately the said entire taxes and impositions and expenses without any abatement or reduction for those portions and the Land and Building meant for common use and enjoyment and the terrace of the said building. If the said Unit/Flat shall be separately assessed under the provisions of Section 14 of the said Act, then the respective Buyers of the respective units/flats and other portions shall bear and pay the same regularly and thereupon that part of the expenses out of those mentioned in the third schedule shall abat. In any event the Buyer agree to make and execute and register requisite disclosing the interest in the unit/flat agreed to be purchased and/or acquired by the Buyer as above and shall abide by the observe all the provisions of the West Bengal Apartment Ownership Act, 1972 (being Act XVI of 1972) and also other acts and laws either in substitution thereof or in addition thereto and in doing so the buyer if necessary shall join with the holders of the other units/flats and portions of the said building.

Any delay or indulgence by Seller to the Buyer shall not be constructed as a waiver on the part of the Seller of any of the terms and conditions:

15. Any delay or indulgence by the Seller, in enforcing the terms hereof or any forbearance of giving of time to the Buyer, shall not be constructed as a waiver on the part of the seller of any breach or non compliance of any of the terms and conditions hereof by the Buyer, nor shall the same in any manner prejudice the rights of the seller.

Service of any notice upon the Buyer shall not be obligatory on the part of the seller:

16. Under no circumstances the Seller be obliged to give any notice to be Buyer in respect of any of the matters herein contained (except those which have been specifically provided). In any event the Buyer shall not be entitled to plead non service by the Seller or non receipt by the buyer or any notice if such notice in writing has been duly displayed by the seller in a prominent place of the building where the said unit/ flat is located. The sending of such notice to the Buyer by post or by peon will be only precautionary and not compulsory.

Notices etc. sent by Seller to the Buyer at its last known address by certificate of posting shall be conclusive proof of service.

17. All letters, receipts and/or notices including e-notice issued by the Seller and dispatched under certificate of posting to the address of the Buyer registered with the Seller or send on his registered email id or other any other electrical media shall be sufficient proof of receipt of the same by the Buyer.

18. Only District Court at Kolkata shall have jurisdiction over all the matters of disputes herein.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seal on the day month and year first above written.

SIGNED SEALED AND DELIVERED
BY THE VERDOR AT Kolkata

In the presence of:

SIGNED SEALED AND DELIVERED BY
The Purchaser (s) at Kolkata in
The presence of :