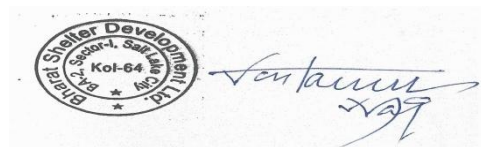


DEED OF CONVEYANCE

1. **Date:**
2. **Nature of Documents:** Deed of Conveyance
3. **Parties:** Collectively the following which will include respective successors-in-interest.



3.1 Vendors: 1) Samar Nag, 2) Siddhartha Nag, 3) Shibram Nag, 4) Santanu Nag all sons of late Lalmohan Nag, residing at 30, Swarnamoyee Road, P.O. & P.S. Berhampore, PIN-742101, Dist. Murshidabad, (represented by the constituted attorney, Bharat Shelter Development Ltd. through its Director Mr. Santanu Nag, son of Late Lal Mohan Nag, hereinafter referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the context to the deemed to mean and include their legal heirs, executors, legal representative, administrators and assigns) **OF THE FIRST PART.**

3.2 Bharat Shelter Development Limited (CIN U45200WB1986PLC040808), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at BA-2, Sector-I, Salt Lake, Kolkata-700064 (PAN –AABCB1555F, represented by its Director Sri Santanu Nag, (PAN: ABOPN1768K, Aadhar no.424065816772) son of Late Lalmohan Nag authorized vide board resolution dated 17.04.2023, hereinafter referred to as the “**DEVELOPER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permuted assigns) of the **SECOND PART.**

3.3 Purchaser(s): (1) _____, son of _____, by nationality – Indian, by religion – Hindu, by occupation –Service, (PAN- _____), (2) _____, wife of Mr. _____, by nationality – Indian, by religion – Hindu, by occupation- Service, (PAN-----), both residing at _____, hereinafter referred to as the **PURCHASER** (both are collectively known as Purchaser) of the **THIRD PART;**

Background:

- 1) Smt. Jyotirmoyee Nag, wife of Late Lalmohan Nag residing at 30, Swarnamoyee Road, P.O. & P.S. Berhampore, Dist. Murshidabad, was owner of the holding No. 30, Swarnamoyee road C.S. Plot No. 2412 corresponding R.S. Plot No. 2511/3815, 2511/3816, 2511/3817 & 2511/3818 L.R. plot no. of which is 4195 measuring area 48.50 satak of Mouza-Gorabazar, J.L No. 90, P.S-Berhampore, Dist-Murshidabad by way of purchase vide several registered deeds being no. 4990 dated 17-11-1958, 2592 of 13-05-1958, 3968 dated 17-05-1952, 8422 dated 30-10-1995 of Berhampore sub registered office & deed no.615 dated 15-02-1956 of the register of assurance Kolkata and accordingly recorded her name in the L. R & R.O.R Berhampore and paying rent thereto. The said land shall hereinafter be called the property.
- 2) **THAT** said Ms. Jyotirmayee Nag gifted the said property being C.S Plot No. 2412 corresponding R.S-Plot No. 2511/3815, 2511/3816, 2511/3817 & 2511/3818 L.R-Plot No. of which is 4195 measuring area 48.50 Satak of Mouza-Gorabazar, J.L No. 90, P.S-Berhampore, Dist-Murshidabad to her four sons namely 1) Samar Nag, 2) Siddhartha Nag, 3) Shibram Nag, 4) Santanu Nag said deed no. **11778 dated 02-12-2010** registered in Book -1, CD Volume No. 28,

Page from 5171 to 5185 in the Additional District Sub-Registrar, Office of the A.D.S.R. Berhampore, Dist-Murshidabad. morefully described in the **FIRST SCHEDULE** hereunder written. The said land shall hereinafter be called “TOTAL LAND”.

- 3) **THAT** by virtue of the aforesaid deed of gift, 1) Samar Nag, 2) Siddhartha Nag, 3) Shibram Nag, 4) Santanu Nag became absolute owners of the property and possessing enjoying the said property by mutating their names in the u.s 50 G W.B. L.R Act. In the office of B.L & L.R.O Berhampore.
- 4) **THAT** the said owners in view to develop a portion of the said property as marked and delineated in Red in the plan as annexed herewith. The said property got a plan sanctioned in respect of proposed sixth storied building consisting of several flats office space, parking spaces from Berhampore municipality.
- 5) **THAT** the OWNERS, considering the expertise and reputation of the Developer **herein** decided to appoint the Developer herein to develop the said Residential Project.
- 6) **THAT** the Developer being agreed to develop the said piece of Land as described in the Second Schedule written hereunder as per the Plan duly sanctioned as referred hereinabove, entered into an Agreement on 16.09.2021 on agreed upon terms.
- 7) **THAT** the **Developer** have on execution of the aforesaid agreement started construction of six storied building according to the plan sanctioned as stated hereinabove, by the Berhampore Municipal Authority naming the Project as “**PALASH KOLI**”, which has been subsequently revised and duly sanctioned by Behrampore Municipal Authority vide bill no.261 dated 29-06-2016 and revised plan vide Bill No.04 dated 17-05-2023.
- 8) **THAT** By executing a Power of Attorney dated 16.09.2021, the OWNERS have nominated, constituted and appointed the Company as their true and lawful attorney, in their name and on their behalf inter alia, to execute and perform or cause to be done, executed and performed all or any of the following acts, deeds, matters and things as mentioned herein after:-
 - i) To sign and execute the Deed of Conveyance for transfer and to admit the execution thereof and get such documents duly registered.
 - ii) To appear before Notary Public, District Registrars, sub-registrars, Registrar of Assurance, Metropolitan and Executive Magistrate and all other officer or officers and authority or authorities in connection with enforcement with all powers and authorities as contained herein.
- 10) Thereafter, the Developer duly submitted and obtained from the Municipal Authority of Behrampore, the sanction of the building plan for construction of several residential/commercial buildings on the Said First Plot for various income groups, all collectively known as “**PALASHKOLI**”.
- 11) As per sanction plan and subsequent modifications thereto, the Developer commenced construction of Project and covered/open/two wheeler parking spaces as separate segregated and demarcated portions of the Said premises consisting of 19 Cottah i.e. 1271 sqr. mtr. morefully described in **SECOND SCHEDULE**. The said land shall hereinafter be called as “**SCHEDULE LAND**”.

- (a) Each of the above along with, inter alia, several identified and demarcated common areas, all being part of the complex called “PALASHKOLI ”.
- 12) The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the said land on which Project is to be constructed have been completed.
- 13) The Behrampore Municipal Authority has issued the Completion Certificate/Part Completion Certificate vide approval dated _____ bearing registration no _____ and consequently.....
- 14) The Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be, from Behrampore Municipal Authority. The Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- 15) The Developer has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at _____ on _____ under registration no. _____
- 16) The above stated Development Agreement and other associated documents executed between the Vendor and the Developer empower the Developer to allot apartments, parking spaces and various other spaces and areas in the aforesaid project to the prospective allottees and to receive the consideration and other dues for the same, as the Developer may determine from time to time.
- 17) Pursuant to the application made by the Purchaser for allotment of a residential apartment in the Said PALASHKOLI project, the Developer executed an Agreement for dated..... for the apartment together with right to use the open/covered/two wheeler parking space(s) thereat, subject to the terms and conditions contained in the said Agreement for Sale and as also subject to the general terms and conditions forming part of the Agreement for Sale and further subject to the Purchaser making payment of the amount of consideration as well as the other dues, and the Purchaser has agreed and accepted each of such terms, conditions and stipulations.
- 18) At or before the, execution of these presents, the Purchaser confirms that he/she /they/it has/have examined and fully satisfied himself/herself /themselves/itself as to, inter alia:
- i) the title of the Vendor and the rights of the Developer;
 - ii) the total area comprised in the Said Apartment;
 - iii) the plan sanctioned by Behrampore Municipal Authority as amended from time to time and subsequent Completion Certificate/Part Completion Certificate issued by Behrampore Municipal Authority;
 - iv) The common parts and portions as stated herein and the reservation of the rights and portions to and unto the Vendor/Developer;
 - v) Construction and completion of the Said Apartment And Properties Appurtenant Thereto and the materials used and the extent of fit outs therein as also the measurements, dimension and designs and drawings and boundaries thereof; and

vi) The terms, conditions, covenants, stipulations, restrictions, reservations, and obligations in the matter of obtaining the conveyance of the Said Apartment And Properties Appurtenant Thereto as well as the covenants running with the land and the manner and method of its use and enjoyment and the Purchaser has accepted the same without any reservation and shall not make or raise any objection thereto.

19) The Purchaser further agrees and confirms that:

i) Any reference to a statute shall include any statutory extension or modification or enactment of such statute and any rules, regulations or orders made there under;

ii) Any covenant by the Purchaser not to act or do anything shall be deemed to include his/her/their/its obligation not to permit the said acts or things to be done;

iii) Singular number shall include plural and vice versa;

iv) Masculine gender shall include feminine and neuter genders and vice versa.

NOW THIS INDENTURE WITNESSETH as follows:

I. In pursuance of the aforesaid and in consideration of the payment of the sum as recorded in the memorandum of consideration and as mentioned in the **PART-I OF THIRD SCHEDULE** hereto appended and paid by the Purchaser to the Developer(the receipt whereof the Vendor and the Developer do hereby as also by the memo hereunder written admit and acknowledge) and further in consideration of the Purchaser agreeing and undertaking to observe and perform the terms, conditions, covenants, stipulations, restrictions and obligations including but not limited to those mentioned under the **FIFTH SCHEDULE** hereto, the Vendor and the Developer do hereby grant, sell, transfer, convey, assign and assure to unto and in favour of the Purchaser All that the Said Apartment(described in **THIRD SCHEDULE-PART-II** hereunder written) **TOGETHER WITH** the right to use the parking space(s) **FURTHER TOGETHER WITH** undivided individual variable proportionate share, as may be attributable to the Said Apartment, in the land comprised in the Said Palashkoli Project hereunder written, all of the above collectively hereinafter referred to as the “**Said Apartment And Properties Appurtenant Thereto**” **FURTHER TOGETHER WITH** the right of use and enjoyment of the common areas and facilities as more specifically described under **FOURTH SCHEDULE** hereto along with the co-purchasers and/or occupiers of the said Palashkoli Project as the case may be, only upon payment of the common expenses and other costs and charges as may be determined by the Developer and/or any other authorized agency/society/company/governing body constituted in that behalf by the Developer including but not limited to the common expenses **TOGETHER WITH** the estate, right, title, interest, property claim and demand whatsoever of the Vendor and the Developer into or upon the Said Apartment And Properties Appurtenant Thereto hereby sold, granted, conveyed, transferred, assigned and assured

and/or expressed or intended so to be and every part or portion thereof, to and unto the Purchaser free from all encumbrances, trust, liens, lispendens, attachments thereto **TO HAVE AND TO HOLD** the Said Apartment And Properties Appurtenant Thereto hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or portion thereof **SUBJECT TO** the manner of use thereof as stipulated herein **FURTHER SUBJECT TO** the payment in perpetuity by the Purchaser of all the common expenses and the municipal and other rates and taxes, costs, charges and expenses as may be ascertained by the Developer or by the Facilities Management Agency as the case may be **AND FURTHER SUBJECT TO** the observance, performance and compliance by the Purchaser of all the terms, conditions, covenants, stipulations, restrictions, reservations, and obligations as hereby and hereunder agreed by the Purchaser to be observed and performed including but not limited to those contained in the said Agreement for Sale together with the terms and conditions.

II. THE VENDOR AND THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASER as follows:

- i) That the interest professed to be transferred, conveyed and granted hereunder subsists and that the Vendor or the Developer has not at any time done, carried out or cause to be done any act, deed or thing save those stipulated herein.
- ii) That subject to the observance and performance by the Purchaser of all the terms, conditions, restrictions and obligations, stipulated and/or contained herein as covenants running with the land and upon the Purchaser contributing and paying the charges and expenses herein reserved in perpetuity and also subject to the Purchaser paying and discharging all taxes and impositions in respect of the Said Apartment And Properties Appurtenant Thereto, it shall be lawful for the Purchaser from time to time and at all times hereafter to peaceably and quietly hold, possess, use and enjoy the Said Apartment And Properties Appurtenant Thereto in the manner intended and to receive the rents, issues and profits there from and every part thereof without any hindrance, eviction, interruption, disturbance, claim or demand whatsoever from, of or by the Vendor or the Developer or any person claiming through, under or in trust for them.

III. THE PURCHASER DOTH HEREBY COVENANTS WITH THE VENDOR AND THE DEVELOPER as follows:-

- i) The Purchaser hereby confirms and undertakes that the maintenance, upkeep and administration of the Said Palashkoli Project and the Specified Common Area including the facilities, utilities and equipments installed thereat, collectively hereinafter referred to as the “**Maintenance Areas**” and collection of the maintenance charges etc. from the purchasers of the several apartments thereat shall be carried out by the Developer and/or the Facilities Management

Agency to be appointed by the Developer or the Association as described hereinafter. Such Facilities Management Agency shall be accountable to the Developer and after the Association is duly constituted, to such Association. The Purchaser shall be obliged to pay all the costs, charges and expenses incurred for this purpose as also for the maintenance and upkeep of the Maintenance Areas including the fees of such Facilities Management Agency, without any objection whatsoever.

- ii) The Purchaser shall, within 6 (six) months from the date of Issuance of Completion Certificate / Part Completion Certificate (Or such other certificate by whatever name called issued by the competent authority) form an Association of the respective apartment owners of the building/tower comprised in the Said Palashkoli Project (herein referred to as the “**Association**”) and it shall be incumbent upon the Purchaser to join such entity as a member and pay the necessary subscription or membership amounts together with the proportionate costs and expenses for formation of the same. Each apartment at the building/tower situated in the Said Palashkoli Project shall represent one share, irrespective of the number of persons owing it and irrespective of the same person owing more than 1 (one) apartment. A tenant or licensee of the Purchaser shall not be entitled to become such a member. Further, the Purchaser shall not form any association with the other Co-owners and/or occupiers of the several apartments subject to maximum time period of 6 (six) month from the date of Issuance of Completion Certificate (Or such other certificate by whatever name called issued by the competent authority)
- iii) Such Association shall always manage and maintain each of the areas comprising the Maintenance Areas, only through the facilities management agency to be appointed by the Developer or such Association(herein referred to as the “**Facilities Management Agency**”) and it specially clarified that until formation of such Association, the Developer shall manage and maintain the Maintenance Areas either itself or through a Facilities Management Agency, at its discretion.
- iv) Upon formation of the Association, the Developer will, in due course, transfer to the Association all the Vendor’s and/or the Developer’s rights and obligations with regard to the common purposes and shall also transfer the residue, if any then remaining, of the corpus deposit, made by the Purchaser for the common purposes, after adjusting all amounts then remaining due and payable by the Purchaser to the Developer. The amounts thus transferred shall be held by the Association on behalf of and on account of each of the purchasers. The Purchaser undertakes to make good and pay to the Association all such amounts that may have been adjusted as aforesaid by the Developer from the said corpus deposit.

- v) The right of the Purchaser shall remain restricted to the Said Apartment and Properties Thereto only and the Purchaser shall have no right nor shall claim any manner of right over or in respect of any other part or portion of the Said Premises.
- vi) The Purchaser undertakes, covenants and agrees that the Developer shall have the absolute and unfettered right and authority to deal with and/or dispose of the open/covered/two wheeler parking spaces and other spaces in the Said Palashkoli Project (save and except only such spaces in respect whereof the Purchaser has been specifically granted any right(s) under this deed) in such manner, including granting the right of user thereof in favour of third parties and in lieu of such consideration as the Developer may deem fit and proper and the Purchaser shall not object to the same in any manner or on any ground whatsoever.
- vii) Further, all such areas over which the Purchaser has no right, shall be under the exclusive ownership, control, use and possession of the Developer and the Developer shall be entitled to dispose of and/or deal with the same in such manner and in lieu of such consideration as it may deem fit and proper and the interest of the Purchaser herein shall be subject to such right of the Developer.
- viii) The Purchaser shall not be entitled to any parking space unless specifically allotted under this deed.
- ix) The Purchaser shall deposit with the Developer and upon its formation with the Association or the Facilities Management Agency, as the case may be, all the amounts as may be determined by the Developer or the Association or the Facilities Management Agency as the case may be, towards the liability for the rates and taxes and other outgoings.
- x) The Purchaser shall pay the charges for electricity and other utilities in or relating to the Said Apartment wholly and proportionately relating to the common parts and areas including the Maintenance Areas.
- xi) All repairs and maintenance of any kind as may be desired by the Purchaser inside the Said Apartment shall be carried out only by persons authorized or provided by the Developer and/or the Association and or the Facilities Management Agency as the case may be, and the Purchaser shall be liable to pay and bear such amounts that the Developer and/or the Association and or the Facilities Management Agency may reasonably determine from time to time towards their charges for administration of such repair works.
- xii) In case the Purchaser has obtained a housing loan from a financial institution/bank on the basis of the aforesaid provisional letter of allotment for purchasing the Said Apartment against mortgage

of the Said Apartment, this deed shall mean and understood to be subject to such charge or mortgage.

THE FIRST SCHEDULE ABOVE REFERRED TO
(“Said Total Land”)

All that piece and parcel of land measuring area of 48.50 Satak i.e. 29 cottah more or less in Mouza Gorabazar, J.L.No.90, Khatian Nos.12769, 12770, 12771 and 12772, L.R. Plot No.4195, Touzi No. 16, being premises no. 30, Swarnamoyee Road, P.S. Berhampore Town, Dist. Murshidabad under Ward No.22 of the Berhampore Municipality, Dist. Murshidabad.

On the South : Property of Muslim Graveyard
On the North : House Property of the owners
On the East : Municipal road
On the West : Property of Sadhan Pal, Madon Pal & Paresh Dutta.

THE SECOND SCHEDULE ABOVE REFERRED TO
(“Said Schedule Land”)

All that piece and parcel of land measuring area of 19 cottah out of 29 cottah more or less with proportionate share in land underneath upon which the Multistoried Building above referred to situates, with all sorts of rights of common users and rights of easements annexed therewith consisting of Bed Room Dinning kitchen, privy bath, drawing and balcony etc.

THE THIRD SCHEDULE ABOVE REFERRED TO
PART-1
CONSIDERATION

Consideration for sale price of the said unit amounting to Rs. _____/- (Rupees _____ only) (Flat & Parking cost) for the said apartment and the properties appurtenant thereto, paid by the purchaser to the company in full and final satisfaction and the company doth hereby admit and acknowledge the same.

PART - II

(Description of the “said Apartment” hereinabove referred to)

ALL THAT the residential **Flat being No. _____, on the _____ Floor**, having carpet area _____ sqr. Ft. corresponding to built up area _____ sqr. Ft., exclusive balcony area _____ sqr. Ft. working out to a super built up area of _____ **sq. ft.** in the project “**PALASHKOLI**” together with exclusive right to use one ___ parking space being No.____ situated on the _____ Portion together with proportionate share in land underneath upon which the said building situated at Premises No. 30, Swarnamoyee Road, P.S. Berhampore Town, Dist. Murshidabad under Ward No.22 of the Berhampore Municipality, Dist. Murshidabad..

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Common Portion/Areas and/or Facilities)

- (1) Driveway and pathway, Boundary Wall, Main Gate and Security Room in the gate
- (2) Entrance lobby on the ground floor of the building;
- (3) Staircases on all the floors of the building;
- (4) Staircase landings on all the floors of the building;
- (5) Common passages and lobbies adjoining the lift space on all floors of the building;
- (6) Water pump, overhead water tank, water pipes and other common plumbing installation and underground water reservoirs;

- (7) Lift/s;
- (8) Lift machine room on the roof of the Palashkoli tower;
- (9) Fire fighting pumps and systems of the common areas;
- (10) Plumbing, vertical stacks and shafts;
- (11) Feeder cable, transformers, LT switches, meters and individual electrical meters;
- (12) Drainage and swag system;

Recreational Area comprised in portions of the first floor/Ground Floor of the Palashkoli tower and all equipment and interior fit outs therein subject to observance and performance of the restrictions, terms and conditions as stated in these presents;

- (13) Ultimate roof of the building;
- (14) Fire Fighting Pumps.
- (15) Generator, electrical Transformer, RMU and LT Panels, if any with the feeder cables installed at the Service Areas subject to observance and performance of the terms and conditions as stated in these presents.

It being clarified that save and except the common portions, common areas and common facilities mentioned hereinabove, all other portion and/or areas and/or facilities and/or the open or covered areas meant for parking or otherwise shall not and do not form part of the common areas and/or common facilities and are specifically retained by the Developer to be dealt with by the Developer in the manner as stipulated in Clause hereinabove.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(Restrictions and Obligations of the Purchaser)

The Purchaser undertakes, confirms and guarantees:-

- a) To co-operate with the other apartment owners and the Vendor/Developer/ Association/ Facilities Management Agency in the management and maintenance of the Said Building and the said Maintenance Areas.
- b) To observe the rules framed from time to time by the Developer and/or the Association upto its formation and/or Facilities Management Agency for quiet and peaceful enjoyment of the said building as a decent residential building.
- c) To allow the Developer or the aforesaid entities or their respective representatives with or without workmen, to enter into the Said Apartment And Properties Appurtenant thereto for the purpose of maintaining, repairs, re-building and for keeping in good order and condition any of the electrical lines, water lines, pipe lines or any other elements, without any objection by the Purchaser.

- d) To regularly and punctually pay and discharge to the Developer or the Facilities Management Agency or the Association as the case may be all rates, taxes, maintenance charges, common expenses, impositions and all other outgoings in respect of the Said Apartment and Properties Appurtenant thereto.
- e) The proportionate rate payable by the Purchaser for the common expenses shall be determined by the Developer and/or the Facilities Management Agency and/or Association from time to time and the Purchaser shall be liable to pay the same. Further, the statement of accounts of the apportionment of charges as prepared by the Developer and/or the Facilities Management Agency and/or the Association shall be conclusive and final and the Purchaser shall not be entitled to dispute or question the same.
- f) The maintenance and common expenses directly attributable to the Said building shall be proportionately divided amongst the co-owners of the several apartments of the Said building, all to be determined by and payable to the Developer and/or the Association, upon its formation, and further the other maintenance and common expenses which are common to amongst the co-owners of the several apartments, all to be determined by and payable to the Developer and/or the Association, upon its formation, and the Purchaser undertakes to make payment of each of the aforesaid amounts without any objection whatsoever or howsoever.
- g) The Purchaser shall sign and execute such papers and documents, grant such authorities and render such co-operation as may be required by the Developer and/or the Facilities Management Agency and/or the Association as the case may be, for common purposes and/or in the common interest of all the co-owners and/or in pursuance thereof.
- h) It is agreed and understood that co-owners of the Said building shall be entitled to free egress and ingress over and in respect of the Specified Common Area only for the purpose of accessing the said building and the Purchaser shall not object to the same.
- i) So long as each apartment in the said building is not separately assessed and mutated, the Purchaser shall be liable to pay the proportionate share of all the rates and taxes assessed on the entirety of the Said building, such proportion to be determined by the Developer or the Facilities Management Agency or the Association as the case may be, on the basis of the super built up area of the Said Apartment.
- j) The purchaser shall be responsible and liable to apply for and obtain separation and mutation of the Said Apartment in the records of the concerned authorities including incurring all the costs and expenses in respect thereof and shall similarly remain responsible and liable for the consequences of non-observance of this clause.

- k) Till the separate assessment of the Said Apartment for the purpose of municipal rates and taxes to let out or part with possession of the Said Apartment only after prior information in writing to the Developer or the Facilities Management Agency or the Association as the case may be, of the full particulars of the occupant and rent and all other charges and benefits receivable by the Purchaser in respect thereof, to the extent necessary for assessment of the liability for rates taxes and other impositions, it being clarified that in case of sale, even after such separate assessment, prior information of intention to transfer along with details of the transferee shall be necessary.
- l) The Purchaser shall, transfer or assign the Said Apartment And Properties Appurtenant Thereto to any person or party strictly on the terms and conditions as laid down herein, and shall not induct or invite any person or party to the Said Apartment And Properties Appurtenant Thereto, who may cause any infringement or violation of the terms or conditions of sale hereunder.
- m) In case the Purchaser defaults or delays in making payment of any of the expenses including those stated herein, then the Developer or the Facilities Management Agency or the Association as the case may be, shall also be entitled to withhold all utilities and facilities to the Purchaser and/ or the Said Apartment And Properties Appurtenant Thereto including electricity, water supply, user of lift and/or other services, during the time that the Purchaser is in default. In addition, the Said Apartment And Properties Appurtenant Thereto shall be deemed to be charged in favour of the Developer or the Facilities Management Agency or the Association as the case may be, for all such amounts falling due together with interest thereon.
- n) In case the Developer or the Facilities Management Agency or the Association as the case may be, condone the default or delay of the Purchaser, then and in such an 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 the Facilities Management Agency and/or the Association together with interest thereon at the rate of 2% (two percent) per month for the period of delay/default on all amounts remaining unpaid further together with reconnection charges.
- o) Not to sub-divide the Said Apartment or any portion thereof and/or the parking space, if any allotted, or any portion thereof.
- p) Not to sell or transfer or grant the right in the parking space, if any, granted under this deed in favour of any person or party save and except to the co-owners of the Said building.

- q) No to do any act deed or thing or obstruct the construction and completion of the said building in any manner whatsoever, notwithstanding any temporary hindrance in the Purchaser's enjoyment of the Said Apartment And Properties Appurtenant Thereto.
- r) Not to throw or accumulate or cause or permit to be thrown or accumulated any dirt, rubbish or other refuse within the Said Apartment or any part or portion thereof or in any part building or in the Specified Common Area or in any of the common areas save at the places indicated thereof.
- s) Not to keep or allow to be kept or stored or brought into the Said Apartment and/or the parking space, if any, or any of the common areas, any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the said building or any portion thereof or any fittings or fixtures thereof including windows, doors, floors etc. in any manner and not to block any common area of the building.
- t) Not to keep any heavy article or thing or operate any machine as is likely to endanger the structure of the said building or damage the floor or roof or outer walls of any unit.
- u) 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 and/or construction of the said building or any part thereof.
- v) Not to do or cause anything to be done or be a party to any act or conduct or around the Said Apartment which may cause or tend to cause or tantamount to cause or affect or damage the flooring or ceiling of the Said Apartment or of any unit adjacent to or over/below the Said Apartment or in any manner interfere with the use and rights and enjoyment thereof or of any open passages or amenities available for common use.
- w) Not to damage or demolish or cause to be damaged or demolished the Said Apartment and/or the parking space, if any, or any part thereof of the fittings and fixtures thereto.
- x) Not to close or permit the closing of verandas or lounges or balconies or lobbies or common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the external doors and windows of the Said Apartment, which in the opinion of the Developer or the Association, differs from or is in deviation from the colour scheme of the said building or may affect the elevation in respect of the exterior walls of the said building.
- y) Not to permit any new window, light opening, doorway, path, passage, drain or other encroachment or easement to be made in the Said Apartment.

- z) Not to install or fix grills outside the Said Apartment, the designs of which have not been suggested or approved by the Developer or the Association.
- aa) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the Said Apartment or any part of the said building or cause increased premium to be payable in respect thereof, if the said building is insured.
- bb) Not to make any structural additions and/or alterations in the Said Apartment.
- cc) Not to use the Said Apartment or permit the same to be used for any purpose whatsoever other than for residential purpose and not to use or permit the same to be used for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other portions of the Said Premises or to the owners and occupiers of the neighbouring premises.
- dd) Not to use the Said Apartment for any illegal or immoral or as a boarding house, club house, nursing home, amusement or entertainment centre, eating or catering place, dispensary or a meeting place of for any commercial or industrial activities whatsoever.
- ee) Not to keep in the parking space, if allotted, anything other than a private medium sized motor car or two wheeler and not to raise or put up any kutchra or pucca construction, grilled wall/ enclosures thereon or any part thereof and to always keep the same open and not to permit any person to stay/dwell or store any articles therein.
- ff) Not to use the allocated parking space, if any, or permit the same to be used for any other purpose whatsoever other than parking of the Purchaser's motor car or two wheeler, as the case may be.
- gg) Not to park or allow his/her/their/its vehicle to be parked in the pathway or open spaces of the Said building or the Specified Common Area or any portion thereof or at any other space except the space, if any, allotted to the Purchaser.
- hh) To carry out any interior or other works in the Said Apartment only between 9 a.m. to 6 p.m. on working days, it being expressly agreed and understood that since the said building will comprise of multiple units, the Purchaser shall ensure that the work to be carried out by the Purchaser shall not cause any annoyance and/or nuisance to the other occupants.
- ii) To use only those common areas, all in common with the other occupiers of the Said building as may be applicable and not to damage, destroy or disfigure any of the utilities and/or facilities nor to use or employ the common areas, common facilities and/ or common utilities in any manner not intended to be used or employed.

- jj) The right of the Purchaser shall remain restricted to the Said Apartment And Properties Appurtenant Thereto only and the Purchaser shall have no right nor shall claim any right over and in respect of any other covered and/or open spaces, the right or interest over which has not been specifically been granted under this instrument.
- kk) The undivided share in the land comprised in the Said building shall always remain impartiable and variable.
- ll) To all times keep the interior walls, fittings, fixtures, appurtenances, floor, ceiling etc. of the Said Apartment in perfect condition and repair so as not to cause any damage to the said building or to any other space or accommodation therein and to keep the Vendor, the Developer and other occupiers of the said building indemnified from and against the consequences of any damage arising therefrom.
- mm) Not to put or affix any sign-board, glow sign, name plate or other things or other similar articles in any of the common areas or outside walls and doors of the Said Apartment and/or the said building save at the place and in the manner expressly permitted in writing by the Developer or the Association, as the case may be.
- nn) Not to affix or draw any wires, cables, pipes etc. from and to or through any of the common areas or other units.
- oo) Not to claim any right of user/common use or any other right of any nature whatsoever over such areas, which are under the exclusive ownership, control, use and possession of the Developer, who shall be entitled to dispose of and/or deal with the same in such manner and in lieu of such consideration as the Developer may deem fit and proper.
- pp) Not to claim any right of pre-emption or otherwise regarding any of the other apartments and/or any other parts/portions of the Said building.
- qq) To work in co-ordination with the co-owners of the several other parts and portions of the Said Premises in the common interest of maintaining the complex.
- rr) The complex constructed at the Said Premises shall always be known as "PALASHKOLI" and the Purchaser shall not be entitled to change such names at any point of time.

IN WITNESS WHEREOF the parties hereto have executed and delivered this instrument of conveyance on the date mentioned above written.

Executed and Delivered by the
By the VENDOR
In the presence of :

1.

2.

(Director)
Bharat Shelter Development Ltd.
Constituted Attorney to Vendors)

Executed and Delivered by the
By the Purchaser
In the presence of :

1.

2.

Purchaser(s)

Executed and Delivered by the
By the **Developer**
In the presence of :

For Bharat Shelter Development Ltd.

1.

2.

(Director

MEMO OF CONSIDERATION

By several cheques of different denominations drawn in favour of the Company on behalf of Vendor on diverse dates between _____ and _____

(Rupees _____) only

Witnesses:

1.

2.

Director of
Bharat Shelter Development Ltd.

Drafted and prepared by

Advocate

Regn. No. _____

