

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the ..... day of  
..... in the year Two Thousand & Twenty Four (**2024**)

*BETWEEN*

**NISHAT INFRASTRUCTURE PVT. LTD.** (PAN: AADCN7562J), a company incorporated under the provisions of the companies act 1956 having its registered office at 59, Bon Behari Bose Road, Post Office, Police Station & District Howrah, Pin: 711 101, represented by its Director **MR. KHUSHNUD AKHTAR KHAN** (PAN: AGBPK6816B; AADHAAR: 431004459369), son of Late Haji Abdul Sattar Khan, by faith Muslim, by nationality Indian, by occupation business, residing at premises No. 59, Bon Behari Bose Road, Police Station Howrah, Post Office Ramkrishnapur, District Howrah – 711 101 hereinafter called and referred to as the **OWNER/VENDOR/DEVELOPER COMPANY** (which term or expression shall unless excluded by or made repugnant to the subject or context be deemed to mean and include its present and future directors, successors-in-office, successors-in-interest and/or assigns) of the **ONE PART**;

*AND*

\_\_\_\_\_ (PAN: \_\_\_\_\_;  
 AADHAAR: \_\_\_\_\_) son of  
 \_\_\_\_\_, by faith \_\_\_\_\_, by occupation  
 \_\_\_\_\_, by Nationality Indian residing at  
 \_\_\_\_\_,  
 \_\_\_\_\_, hereinafter called and  
 referred to as the **PURCHASER** (which expression shall unless  
 excluded by or repugnant to the context be deemed to mean and  
 include his heirs, executors, successors, administrators, successors-  
 in-interest legal representations, transferees and/or assigns) of the  
**OTHER PART**.

**WHEREAS:**

**A]** By virtue of a conveyance (Bengali Kobala) dated 20th May 1968 (corresponding to 6th Jaistha 1375 B.S.) registered in the office of the District Registrar, Howrah and recorded in Book No. I, Volume No. 47, pages from 92 to 97, Being No. 2235 for the year 1968 one Shib Narayan Dutta, since deceased, during his life time, purchased for valuable consideration ALL THAT land measuring more or less 20 Decimals in Dag No. 2475, under

Khatian No. 340 and 36 Decimals in Dag No. 2476 under Khatian No. 340 and 3 Decimals in Dag No. 2477 under Khatian No. 340 aggregating to 59 Decimals comprised within Mouza Bikihakola, J.L. No. 18, Police Station Panchla, District Howrah within the territorial limits of Bikihakola Gram Panchayat from (1) Kalicharan Dhara, (2) Kartick Chandra Dhara and (3) Lakhi Kanta Dhara free from all encumbrances for valuable consideration as mentioned in the said conveyance and became the absolute owner in respect thereof.

- B]** The said Shib Narayan Dutta, since deceased, while fully seized and possessed of or otherwise well and sufficiently entitled to the said property exercised his right of absolute ownership in respect thereof without any let, hindrance, claim, question or demand having been raised by anybody and got mutated his name in the records of rights by paying land revenue to the appropriate government.
- C]** In course of his enjoyment of the aforesaid property the said Shib Narayan Dutta in or about the year 1972 developed the said property by erecting a boundary wall and making a structure together with one generator room, one pump room, durwan's quarters, sweeper's quarters, go-down, cycle stand, restaurant and one power room on the land of the said property and carried on a business of distribution and exhibition of films and/or cinematography in cinema house on the said property in the name and style of APSARA CINEMA as the sole proprietor thereof.
- D]** With effect from 1st day of April 1991 the said Shib Narayan Dutta converted the aforesaid proprietorship business of cinema exhibition run under the name and style of APSARA CINEMA from the said property into a partnership business by inducting his one son Sri Deb Narayan Dutta and Smt. Kanika Dutta, wife of his another son, Pradip Narayan Dutta, as partners of the said firm.
- E]** The settlor, Sri Shib Narayan Dutta, had two sons, namely, (1) Sri Pradip Narayan Dutta and (2) Sri Deb Narayan Dutta, and six daughters, namely, (1) Smt. Bharati Pal, (2) Smt. Arati Das,

(3) Smt. Sumitra Aon, (4) Smt. Suchitra Nandy, (5) Smt. Sujata Paul and (6) Smt. Supriya Mookerjee and the youngest of the daughters namely, Supriya, had gone astray and instead of mending her ways as advised by the Settler she had abused and insulted the Settler in full public view and married a person without the consent of the Settler and after such marriage had severed all connections with the Settler so much so that even her whereabouts were not known to the Settlor during his life time and, therefore, the Settler, while settling his estate gave ornaments, jewelries, cash money and other movable properties to her widow and five daughters but chose not to set apart anything for his youngest daughter, Supriya, and settled the said property in favour of his two sons, namely, Sri Pradip Narayan Dutta and Sri Deb Narayan Dutta, who were then residing with the Settler, in the manner hereinafter stated.

**F]** By virtue of a Deed of Trust dated 27th May 1991 registered in the office of the D.S.R., Howrah and recorded in Book No. I, Volume No. 62, Pages from 341 to 354, Being No. 2703 for the year 1991, the said Shib Narayan Dutta being the Settler therein, out of love and affection towards his sons and their children created a private family Trust in respect the said property being ALL THAT the said property containing a total land area of 59 decimals comprised in three plot of lands (within the boundary wall) with Mokarrari Mourusi Rights measuring about 20 Decimals in Dag No. 2475, under Khatian No. 340 and 36 Decimals in Dag No. 2476 under Khatian No. 340 and 3 Decimals in Dag No. 2477 under Khatian No. 340 together with the said four storied building known as APSARA CINEMA standing thereon situated and lying within Mouza Bikihakola, J.L. No. 18, Police Station Panchla, District Howrah within the territorial limits of Bikihakola Gram Panchayat and also within the jurisdiction of the office of the District Sub-registrar, Howrah as more fully and particularly described in the **FIRST SCHEDULE** hereinafter written and in short hereinafter referred to as the **SCHEDULE PROPERTY** and conveyed and transferred the said property in favour of his two sons namely, (1) Sri Pradip Narayan Dutta and (2) Sri Deb Narayan Dutta, being the Trustees of the private family Trust known as SHIB NARAYAN DUTTA TRUST with the declaration that the Trustees shall hold

the said Trust and the income thereof for the benefits of the Trustees for their respective lives in equal one half share and in the event of death of any one the share of the deceased Trustee will devolve upon his sons and upon the death of both the Trustees the share of both the deceased trustee will devolve upon their respective sons in same proportion and shall vest entirely unto them and also therein granted full power and absolute authority to the Trustee to sell and/or dispose of the Trust Property or any portion thereof without the consent or concurrence of any of the beneficiaries thereof, if the said Trustees are unanimous that such sale will be for the benefit of the Trust Estate and the Trustees were further empowered and authorized therein to transfer and assign the trust properties in favour of the beneficiaries by executing a proper deed of transfer in favour of the beneficiaries at the cost of the beneficiaries.

- G]** While the schedule property together with all the structure standing thereon including the building of Apsara Cinema was the corpus of the aforesaid Deed of Trust and was conveyed and transferred in favour of the Trustees, namely, (1) Sri Pradip Narayan Dutta and (2) Sri Deb Narayan Dutta, the partnership business of cinema exhibition carried on by the Settlor, Shib Naraya Dutta, Sri Deb Narayan Dutta and Smt. Kanika Dutta under the name and style of APSARA CINEMA and the machineries, furniture and other assets of Apsara Cinema Hall belonging to the said partnership firm was specifically not made part of the Trust property and the said partnership firm had been paying rent at the rate of Rs. 2000/- per month in respect of Apsara cinema building and other portions under its occupation.
- H]** After having acquired right, title and interest in respect of the schedule property, as Trustees of Shib Narayan Dutta Trust, in the manner aforesaid the said Sri Pradip Narayan Dutta and Sri Deb Narayan Dutta mutated their names in the records of the concerned authority by paying usual land revenue in the year of 1411 B.S. English Calender Year 2004 and were allotted new L.R. Dag No. 2708 and L.R. Khatian No. 3499 (in the name of Sri Pradip Narayan Dutta) and L.R. Khatian No. 3500 ( in the name of Sri Deb Narayan Dutta).

- I]** In or about 24th July 2001 the said Shib Narayan Dutta, while carrying on the business of APSARA CINEMA in co-partnership with Sri Deb Narayan Dutta and Smt. Kanika Dutta, at the said property, died and upon his death the surviving partners continued the partnership business.
- J]** in exercise of the power vested in Sri Pradip Narayan Dutta and Sri Deb Narayan Dutta as the Trustees of the SHIB NARAYAN DUTTA TRUST and as recorded in the Deed of Trust dated 27th May 1991 the said Sri Pradip Narayan Dutta and Sri Deb Narayan Dutta, transferred and assigned the trust property i.e. the schedule property as more fully and particularly described in the Schedule hereinafter written unto and in favour of SRI KRISHNENDU DUTTA @ KRISHENDU PRADIP DUTTA, son of Sri Pradip Narayan Dutta and SRI SHIRSHENDU DUTTA, son of Sri Deb Narayan Dutta being the ultimate beneficiaries of the SHIB NARAYAN DUTTA TRUST in terms of the Deed of Trust dated 27th May 1991 by executing a Deed of Transfer on 16th April 2004 and registering the same in the office of the Additional Registrar of Assurances - in Book No. I, Volume No. 1, Pages from 1 to 11, Being No. 03728 for the year 2004.
- K]** The partnership firm run under the name and style of APSARA CINEMA at the schedule property was also reconstituted whereby Sri Deb Narayan Dutta retired from the partnership firm and the said SRI KRISHNENDU DUTTA @ KRISHENDU PRADIP DUTTA, son of Sri Pradip Narayan Dutta and the said SRI SHIRSHENDU DUTTA, son of Sri Deb Narayan Dutta, carried on the partnership business of APSARA CINEMA along with the continuing partner, Smt. Kanika Dutta.
- L]** In or about July 2007 Smt. Kanika Dutta, moved an application under Section 9 of the Arbitration & Conciliation Act, 1996 being A.P. No. 219 of 2007 against Sri Shirshendu Dutta before the Hon'ble Calcutta High Court and by an order dated 11th July 2007 the Hon'ble Court was pleased to appoint Mr. Sandwip Mukherjee, Advocate as the Receiver over and in respect of the assets and properties of the partnership firm, namely, APSARA CINEMA, with the power to take symbolical possession of all assets of the partnership firm and the business of the firm was

directed to be run under the Receiver on a monthly remuneration of 1000 GMs receivable by the Receiver from out of the box office collections.

- M]** The aforesaid Arbitration application remained pending and the Learned Receiver appointed by the Hon'ble Court carried on the business of APSARA CINEMA in terms of the aforesaid order and subsequent orders passed by the Hon'ble Court until the year 2012-2013 when eventually the Cinema House was shut down due to financial reasons and since then the said Cinema House and the business of Apsara Cinema was lying closed.
- N]** The eventual closure of the cinema business and intervention of well-wishers enlightened the partners of APSARA CINEMA to compromise the disputes out of the court by executing a mutual agreement on 25th April 2013 whereby the partnership business carried on under the name and style of Apsara Cinema was decided to be dissolved with effect from 1st May 2013 and it was decided that after settlement of accounts of the partnership and clearing the liability of the partnership firm by selling another immovable property owned by the vendors herein necessary steps would be taken before the Arbitral Tribunal as well as before the Hon'ble Calcutta High Court for withdrawal of all pending applications and discharge of the Receiver on the ground of amicable settlement of all disputes between the parties and if at the time of discharge of the Learned Receiver any remuneration is awarded by the Hon'ble Court then the same would be paid and borne by the Vendor No. 2 herein exclusively.
- O]** In terms of the aforesaid mutual agreement the partnership firm APSARA CINEMA was dissolved by virtue of a Deed of Dissolution of Partnership dated 1st May 2013 and the possession under the occupation of Cinema Hall was released and relinquished in favour of SRI KRISHNENDU DUTTA @ KRISHENDU PRADIP DUTTA and SRI SHIRSHENDU DUTTA and steps were also taken for withdrawal and/or dismissal of the pending arbitration proceedings and eventually by an order dated \_\_\_\_\_ passed by the Hon'ble Calcutta High Court the Arbitration proceedings were withdrawn and the Receiver was discharged.

- P]** By virtue of a Deed of Conveyance dated 4th August 2020 executed by and between the above named (1) SRI KRISHNENDU DUTTA @ KRISHENDU PRADIP DUTTA and (2) SRI SHIRSHENDU DUTTA mentioned therein as Vendors, NISHAT INFRASTRUCTURE PVT. LTD., mentioned therein as Purchaser and (1) SRI PRADIP NARAYAN DUTTA, (2) SRI DEB NARAYAN DUTTA & (3) SMT. KANIKA DUTTA, mentioned therein as Confirming Parties, and registered in the office of the District Sub-Registrar – I at Howrah in Book No. I, Volume No. 0501-2020, at Pages 88604 to 88651, Being Deed No. 050102494 for the year 2020, the said NISHAT INFRASTRUCTURE PVT. LTD., the owner/vendor/Developer company herein, purchased the schedule property without any encumbrances for valuable consideration therein mentioned.
- Q]** In pursuance of deposit for Electricity Charges: For securing the payment of Electricity Charges, the Purchaser became the sole and absolute owner of the schedule property free from any encumbrances and is well and sufficiently seized and possessed of the schedule property and have been exercising its right of absolute ownership in respect thereof without any let hindrance claim question or demand being raised by anybody in this behalf.
- R]** The owner/vendor/developer company has since got its name recorded in the land records maintained by the District Land & Land Reforms in respect of the schedule property as the sole and absolute owner thereof.
- S]** By an order bearing Memo No. 20/CONV/PANCH/22/1140/LR dated 20.04.2022 the office of the District Land & Land Reforms Officer has granted necessary permission and clearance in favour of the owner/vendor/developer company to use of the said land for commercial purposes.
- T]** The vendor/owner/developer company has also obtained sanctioned building plan on 11.04.2023 from the office of the District Engineer, Howrah Zilla Parishad for construction of a B+G+5 storied mercantile building **“UNIQUE SHOPPING MALL”** at the schedule property comprised in L.R. Das No. 2708, L.R.

Khatian No. 52343, Mouza Bihikakola, J. L. No. 18, Police Station Panchla, District Howrah, Pin: \_\_\_\_\_ and have started the development of the schedule property in accordance with the sanctioned plan and is contemplating to construct a B+G+5 storied mercantile building, namely, **“UNIQUE SHOPPING MALL”** comprising of shops, showrooms, kiosks, parking spaces, etc. at the schedule property.

**AND WHEREAS** the vendor/owner/developer, while absolutely seized and possessed of or otherwise well and sufficiently entitled to the schedule property described in the First Schedule hereinafter written constructed a B+G+5 storied mercantile building thereon by investing their own fund, materials and labour in accordance with the sanctioned building plan comprising of several shops, showrooms, kiosks, parking spaces and other saleable spaces capable of being held, enjoyed and occupied independently along with common facilities, common amenities and common conveniences and the development undertaken by the vendors is now complete the said building is known and called as **“UNIQUE SHOPPING MALL”** as more fully and particularly described in the **SECOND SCHEDULE** hereinafter written and in short hereinafter referred to as the **“SAID SHOPPING MALL”**.

**AND WHEREAS** the purchaser herein has approached the vendor/owner/Developer Company with the intention to purchase a shop being shop No. \_\_\_\_, containing by measurement \_\_\_\_ square feet super built up floor area corresponding to \_\_\_\_ square feet built-up area, located on the \_\_ floor in the \_\_\_\_\_ portion of the proposed mercantile building known as **UNIQUE SHOPPING MALL** lying situated on the schedule property as more fully and particularly described in the **THIRD SCHEDULE** hereunder written and in short hereinafter referred to as the **SCHEDULE SHOP** and the vendor/owner/developer company have agreed to sell the schedule shop to the purchaser at and for a consolidated consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) subject to various, terms and conditions hereinafter contained.

**AND WHEREAS** the purchaser(s) have satisfied themselves about the right, title and interest of the vendor/owner/Developer Company in respect of the schedule shop as well as the quality of construction of the schedule shop before purchasing the schedule shop by virtue of these presents.

**AND WHEREAS** the amount of consideration settled is the best market value available for the schedule shop.

**NOW THIS INDENTURE WITNESSETH THAT** in consideration of the premises hereinbefore recited and in pursuance of several covenants and agreement hereinafter contained and on the part of the Vendor and the Purchaser to be performed and observed and further in consideration of the total agreed consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) of the lawful money of the Union of India well and truly paid by the Purchaser herein to the Vendor herein on or before the execution of these presents (the receipt whereof the Vendor do hereby as well as by the receipt hereunder written admit and acknowledge of and from the same and every part thereof, acquit, release and forever discharge the purchasers and the schedule shop and every part thereof being conveyed) the vendor do hereby **GRANT, CONVEY, SELL, TRANSFER, ASSIGN** and **ASSURE** unto and to the use of the purchaser free from all encumbrances the schedule shop being **ALL THAT** Shop No. \_\_\_\_, containing by measurement \_\_\_\_ square feet super built up floor area corresponding to \_\_\_\_ square feet built-up area, located in the \_\_\_\_\_ portion of the \_\_\_\_\_ Floor as more fully and particularly described in the **THIRD SCHEDULE** hereinafter written and more fully and particularly delineated in the map or plan annexed hereto and bordered **RED** thereon being a part of the building known and called as **“UNIQUE SHOPPING MALL”** as more fully and particularly described in the **SECOND SCHEDULE** hereinafter written lying situated on a total land area of 59 decimals comprised in three plot of lands (within the boundary wall) with Mokarrari Mourusi Rights measuring about 20 Decimals in Dag No. 2475, under Khatian No. 340 and 36 Decimals in Dag No. 2476 under Khatian No. 340 and 3 Decimals in Dag No. 2477 under Khatian No. 340 within Mouza Bikihakola, J.L. No. 18, Police Station Panchla, District Howrah within

the territorial limits of Bikhakola Gram Panchayat and also within the jurisdiction of the office of the District Sub-registrar, Howrah as more fully and particularly described in the **FIRST SCHEDULE** hereinafter written **OR HOWSOEVER OTHERWISE** the schedule property now or at any time or times hereinbefore were or was situate, butted and bounded, called, known, numbered, described and distinguished **TOGETHER WITH** proportionate impartible share in the land, structure, staircases, walls, parapets, landings, sewers, drains, waters, lights, liberties, privileges, easements, appurtenances, whatsoever **TOGETHER WITH** half the depth in all joints above and between the floors, partition walls and Ceiling of the Schedule shop with full and absolute ownership right over all fixtures, internal and external **TOGETHER WITH** all manner of former or other rights, liberties, easements, privileges, advantages, appendages and appurtenances whatsoever to the schedule shop or any part thereof usually occupied or enjoyed or reputed to belong or be appurtenant therein or belonging or in any way appertaining or usually held or occupied therewith or reputed so to belong or be appurtenant thereto **TOGETHER WITH** common portions, amenities and facilities of The Mall as more fully described in **Part I** of the **FOURTH SCHEDULE** hereinafter written and in short hereinafter referred to as the "**MALL COMMON PORTIONS**" **TOGETHER WITH** common portions, amenities and facilities common to both the Mall and the other portions of the schedule property as more fully described in **Part - II** of the **FOURTH SCHEDULE** hereinafter written and in short hereinafter referred to as the "**SCHEDULE PROPERTY COMMON PORTIONS**" **TOGETHER WITH** certain terms, conditions, obligations, restrictions and exceptions relating to designated limited common areas and facilities of the mall as more fully and particularly described in the **FIFTH SCHEDULE** hereinafter written and in short hereinafter referred to as the "**LIMITED COMMON AREAS/FACILITIES, RESTRICTION/ EXCEPTIONS**" **TOGETHER WITH** the obligation to proportionately bear common maintenance charges (CAM) as more fully and particularly mentioned and described in the **SIXTH SCHEDULE** hereunder written **TOGETHER WITH** rights over all ways, ditches, fences, boundaries, liberties, right, title, interest, claim and demand of the Vendor unto and upon the Schedule shop **AND** also the right over entrance and passage of the Unique Shopping Mall in common with other owners/occupier of different shops/showrooms/kiosks/units in the said Unique Shopping Mall for the purpose of beneficial use and

enjoyment of the schedule shop including the uninterrupted and free access to and from the main Road and other common areas/portions of the schedule property **AND** all the estate, rights, title, interest, claims, use, inheritance, trust or demand whatsoever of the Vendor either at law or in equity into and upon the schedule shop or any part thereof **AND TO HAVE AND TO HOLD** the Schedule shop and every part thereof hereby granted, conveyed, assured, sold and transferred unto and to the use of the Purchaser absolutely and forever **AND** the vendor do hereby for itself and its present and future directors, successors-in-office, successors-in-interest and/or assigns declare and say that notwithstanding any act, deed or thing hereto before done, executed or knowingly suffered to the contrary the vendor is now lawfully seized and possessed of or otherwise well and sufficiently entitled to the schedule shop as more fully and particularly described in the Third Schedule hereinafter written and every part thereof hereby granted, conveyed, sold, transferred to the purchaser absolutely and forever free from all encumbrances, attachments, acquisition, requisitions, lis pendens, trust or any defect in title **AND** the Vendor has good right, full power, absolute authority and indefeasible title to grant, convey, sell and transfer the schedule shop to the purchaser and the purchaser shall hereafter peaceably and quietly hold, possess and enjoy the schedule shop without any claim, question or demand whatsoever from the Vendor or any person claiming through by or under them **AND** the schedule shop hereby conveyed is free from all encumbrances, charges, liens, attachments, mortgages and/or liabilities of any nature or sorts, whatsoever **AND** the schedule shop is free and clear and freely, clearly and absolutely discharged, exonerated, saved, kept harmless and indemnified or otherwise released at the cost of the Vendor and all or every other person or persons having lawfully or equitably claiming any estate or interest therein **AND** there is no latent or patent defect of title of the vendor in the schedule unit or any part thereof **AND** it shall be lawful for the Purchasers at all times hereafter to peaceably and quietly enter into and upon and hold, occupy and enjoy the schedule shop and receive all rents, issues and profits thereof without any lawful eviction, interruption, hindrance, disturbances, suit, claim or demand whatsoever from or by the Vendor or any person or persons having or lawfully or equitably claiming any estate, right, title and interest whatsoever in the schedule shop from under through or in trust for the Vendor **AND** it shall further be lawful for the purchaser to convey or

transfer the schedule flat together with all attached easements or quasi easements and other stipulations or provisions in connection with the beneficial use and enjoyment of the schedule shop **AND** the Vendor has not retained any part or portion of the Schedule shop nor has created any easement in respect of any part or portion thereof in favour of any one **AND** it is hereby agreed between the vendor and the purchaser that the vendors shall be entitled to use and exploit the roof or roofs of the Unique Shopping Mall at its absolute discretion in accordance with law subject to the right of the purchaser to have access to the ultimate roof or terrace in case of emergency **AND** the vendor further covenant with the purchaser shall be solely and exclusively liable for all rates and taxes, maintenance charges and other outgoings, statutory or otherwise, if be lawfully and reasonably payable in respect of the schedule shop with effect from the date of receipt of possession letter by the purchaser and the vendor will not be responsible and liable for the same **AND** the Purchaser from time to time and at all times hereby agree to contribute and pay their proportionate shares towards costs, charges, expenses and out-goings in respect of the matters as more fully and particularly specified in the **SIXTH SCHEDULE** written hereunder with effect from the date of receipt of possession letter by the purchaser **AND** the Vendor shall and will at all times hereafter at the request and cost of the Purchaser, execute or cause to be executed all such acts, deeds, things for further, better or more perfectly assuring title of the Purchaser in respect of the Schedule shop and every part thereof for the benefit of the purchaser in the manner aforesaid **AND** absolute peaceful vacant possession of the schedule shop has been delivered by the vendor to the purchaser prior to the execution of this conveyance and the purchaser is satisfied with the condition of the schedule shop and shall not at any time in future raise any claim or objection regarding the measurement, construction or the workmanship of the schedule shop.

**THE VENDOR AND THE PURCHASER FURTHER COVENANTS WITH EACH OTHERS AS FOLLOWS:**

1. The purchaser shall not claim any separation or partition of his proportionate share in schedule property or in the unique shopping mall or in the schedule shop or in the common areas and facilities.

2. The Purchaser shall use the schedule shop for commercial purposes only and shall not change the nature of use of the schedule shop other than the purpose for which it is sold and shall not use the same for any illegal or immoral purposes; provided that such restriction on the purchaser shall not restrict the right of the Vendor to use/permit to use any other portion/shop of the Unique Shopping Mall for any other purposes.

3. The Purchaser shall pay all proportionate costs and expenses for the maintenance and management of the Unique Shopping Mall to the vendor/developer company. It is agreed by the parties hereto that the maintenance and management of the Unique Shopping Mall and/or the schedule property shall be carried on by the Developer Company. In case the Purchaser fails or neglects to pay any amount payable by him to the Developer Company then it will be within the competence of the Developer Company to impose such restrictions upon the purchaser as may be decided and resolved by them until payment of dues by the purchaser with prescribed interest.

4. The Purchaser's undivided interest in the land or soil shall remain joint for all times with the Vendor and/or other co-owners, who may hereinafter or hereto before have acquired right, title and interest in the schedule property or any portion of the Unique Shopping Mall and the said undivided interest shall remain permanently impartible.

5. The Purchaser shall have unfettered right to mutate his individual name in the assessment records of the concerned Panchayat or authority or Zilla Parishad and also get his shop separately assessed as a separate unit on the records of the the concerned Panchayat or authority or Zilla Parishad or on the records of any other statutory, non-statutory or local body or bodies.

6. So long the Scheduled shop and/or the shops of other co-owners of the mall are not separately assessed for payment of rates and taxes, the purchaser shall pay proportionate share of the consolidated Tax, Water Tax and other levies assessed in respect of the mall on and from the date of possession.

7. The Purchaser shall maintain at his cost the Scheduled shop all along in good condition, state and order in which it is delivered to him and shall abide by all bye-laws, rules and regulations of the local Government and/or Society of the building or any other authorities and local bodies and shall attend answer, observe and perform all terms and conditions contained in this Agreement.

8. The Purchaser shall neither keep nor store in the schedule shop or in common passage any explosive inflammable or combustible articles or any other articles of hazardous nature or which are too heavy and likely to affect and damage the construction of the main structure of the mall.

9. The Purchaser shall maintain at his cost the Scheduled shop all along in good condition, state and order in which it is delivered to him and shall abide by all bye-laws, rules and regulations of the Government, Municipality or any other authorities and local bodies and shall attend answer, observe and perform all terms and conditions contained in this Agreement.

10. The purchaser shall be bound to obey rules, regulations and laws framed by the vendor/Developer Company and the purchaser shall become the member of the society formed by the Vendor/Developer Company only and no other society shall be formed in the Unique Shopping Mall without the written consent of the Vendor/Developer Company.

11. The Purchaser shall have full and absolutely proprietary right in respect of the schedule shop save and except that of demolishing or committing waste in respect of the schedule shop or the Unique Shopping Mall in any manner whatsoever so as to affect the interest of the owners/occupiers of other portions of the Mall.

12. The Purchaser shall not be entitled to cause damage to the main structure of the Unique Shopping Mall and shall not be entitled to change its outer elevation or façade.

**FIRST SCHEDULE ABOVE REFERRED TO**  
**(SCHEDULE PROPERTY)**

**ALL THAT** a total land area of 36 (thirty six) Cottahs (59 decimals) comprised in three plot of lands (within the boundary wall) with Mokarrari Mourusi Rights measuring about 20 Decimals in Dag No. 2475, under Khatian No. 340 and 36 Decimals in Dag No. 2476 under Khatian No. 340 and 3 Decimals in Dag No. 2477 under Khatian No. 340 corresponding to the current L.R. Dag No. 2708 and L.R. Khatian No. 5238 together with the said old dilapidated cinema hall standing thereon with cemented flooring, without any lift situated and lying within Mouza Bikihakola, J.L. No. 18, Police Station Panchla, District Howrah within the territorial limits of Bikihakola Gram Panchayat and also within the jurisdiction of the office of the District Sub-registrar, Howrah as more fully and particularly described in the Schedule hereinafter written **TOGETHER WITH** the right over the common passage and rights over all fittings, installations, equipments, path, passages, water, water courses, liberties, privileges, lights, easements, appendages and appurtenances whatsoever belonging to or in any way appertaining thereto or known to be part or parcel thereof and butted and bounded as follows:-

On The North By : Shanti Sangha.  
On The East By : Mulla Market (Sarfarz)  
On The South By : Service Road And National Highway, Nh.6  
On The West By : Kartick & Kaushik Ghosh

**SECOND SCHEDULE ABOVE REFERRED TO**  
**(UNIQUE SHOPPING MALL)**

**ALL THAT** B+G+5 storied mercantile building constructed in accordance with sanctioned building plan obtained by the Developer Company on 11.04.2023 from the office of the District Engineer, Howrah Zilla Parishad comprising of shops, showrooms, kiosks, parking spaces, etc. capable of being held, enjoyed and occupied independently along with common facilities, common amenities and common conveniences situated and lying within Mouza Bikihakola, J.L. No. 18, Police Station Panchla, District Howrah within the territorial limits of Bikihakola Gram Panchayat.

**THIRD SCHEDULE AS REFERRED TO ABOVE**  
**[SCHEDULE SHOP]**

**ALL THAT** one shop designated as Shop No. \_\_\_\_, containing by measurement \_\_\_\_\_ square feet super built up floor area corresponding to \_\_\_\_\_ square feet built-up area, located in the \_\_\_\_\_ portion of the \_\_\_\_\_ Floor of the proposed **UNIQUE SHOPPING MALL** **TOGETHER WITH** undivided impartible proportionate share in the land below and underneath the building comprised in and forming part of **UNIQUE SHOPPING MALL** and attributable to the schedule shop as more fully and particularly described in the **FIRST SCHEDULE** hereinbefore written.

**FOURTH SCHEDULE ABOVE REFERRED TO**  
**(PART - I: MALL COMMON PORTIONS)**

1. The common areas, facilities, amenities and/or the portions of the Mall, which are meant by the Developer Company for beneficial common use and enjoyment of the Purchasers/occupants of the Mall and which are not earmarked/reserved for any specific person(s) or specific purpose(s) by the Developer Company and an undivided proportionate interest in all such constructed Mall Common Portions attributable to the Schedule Shop shall be conveyed with the Said Shop even though the same be not expressly not mentioned in any further conveyance or instrument of transfer.

2. The Mall shall have designated zone(s) and the various shops located in different areas in the Mall are earmarked/specified to be used for separate and independent purposes for the beneficial enjoyment of the shops in the Mall and any deviation from that purpose will not be accepted in the collective interest of the purchasers of different shops. With full knowledge of such design and purpose, the Purchaser agrees and undertakes to use the schedule shop only for the purpose of business and/or commercial purpose(s) and for no other purpose whatsoever. In this regard, the Purchaser specifically agrees and accepts that under no circumstances the Purchaser will use the schedule Shop for any "wet activities" such as restaurant, eateries etc. and/or similar other purposes unless the Said shop is intended and/or designated by the Developer Company for such wet activities.

3. The Purchaser will be at liberty to decorate the openings of the Schedule shop as per Purchaser's branding requirements, subject, however, to signage guidelines, as may be issued by the Developer Company. In this regard the Purchaser specifically agree that if the Schedule Shop has window on the external façade of the building, then, for bringing natural light, the window will need to be retained even if it is not used. The window may be converted into a show window with either a display or a suitable brand vinyl (except the opaque vinyl) and will need to be lit up during the night while the schedule shop is open. The Purchaser shall ensure that the overall ambience of the said Mall by night is retained.

**(PART - II)**  
**(SCHEDULE PROPERTY COMMON PORTIONS)**

1. The common areas, facilities, amenities and/or the portions of the Schedule Property which are meant for beneficial common use and enjoyment of the Mall as also for the other areas of the Schedule Property and which are not earmarked/reserved for any specific person(s) or specific purpose(s) by the Developer Company and an undivided proportionate interest in all such constructed Schedule Property Common Portions attributable to the schedule Shop shall be conveyed with the Schedule Shop even though the same be not expressly not mentioned in any further conveyance or instrument of transfer.

2. The Purchaser's undivided interest in the land or soil of the schedule property shall remain joint for all times with the Vendor and/or other co-owners, who may hereinafter or hereto before have acquired right, title and interest in the land, in the shop and in the Building and the said undivided interest shall remain permanently impartible.

3. The Purchaser shall not be entitled to cause damage to the main structure of the mall and shall not be entitled to change the outer elevation of the mall unless a decision is taken by the vendor/building association in consultation with a qualified Engineer.

4. The Purchaser shall not be entitled to change the name of the mall under any circumstances and the mall shall always be known and called as “UNIQUE SHOPPING MALL”.

5. The Purchaser shall not commit or permit to be committed any alteration or changes in pipes, conduits, cables and outside fittings serving the mall under any circumstances except with the permission and under the supervision of the developer company.

**FIFTH SCHEDULE ABOVE REFERRED TO**  
**(Limited Common Areas/Facilities & Restrictions/Exceptions)**

The following areas/facilities shall, inter alia, be and shall always be deemed to be designated Limited Common Areas and Facilities and shall be owned by and/or shall belong to the Developer Company and/or its transferee(s) and only the Developer Company and/or its transferee(s) and/or the person(s) so authorized /nominated by the Developer Company shall be exclusively entitled to use and/or to deal with these areas on such commercial or other terms, as may be deemed appropriate by the Developer Company or such transferee(s) or such authorized person(s) or nominee(s), as the case may be:-

- a) The parking zone in the Mall: There may be reserved parking zone as also non-exclusive parking zone. The reserved parking zone will be reserved for such user and for such shop(s) and/or for such zone to the exclusion of other shops as shall be so decided and designated as such by the Developer Company. The parking zone, especially the non-exclusive parking zone will be fee parking zone and the user thereof shall pay such parking fees as may be so decided by the Developer Company and/or the nominee of the Company,
- b) All wall surfaces that are exposed to the common area (both external and internal) of the building of the Mall including the boundary wall. The right of user thereof and/or to deal with the area by way of painting, signage or otherwise shall always vest with the Developer Company or to its transferee(s) or representative and/or nominees.

- c) All signage spaces on the external wall surface of the building of the Mall (save and except window/show window especially allotted to any shop). The Developer Company and/or its transferee(s) and/or nominees/ representatives will have the exclusive right for allotment of all these spaces in these areas for signage/ branding etc.
- d) The roof(s) of the building of the Mall except the area of the roof, if any, designated for common use.
- e) All kiosk spaces and/or small outlets in the corridors, lobbies, entrances and exits of the building of the Mall, passages and aisles except those required or earmarked for egress and ingress.
- f) The performance space(s) (both open and covered) as will be so earmarked in the building of the Mall.
- g) The Toilets, except those which will be earmarked for common use.
- h) All storage space(s) within the building of the Mall except those which are intended for specific uses of shops, if any.
- i) The room(s), if any, for the persons employed in the Mall.
- j) All space(s) intended/earmarked by the Developer Company, at its sole discretion, for live product demonstration, new product launch and other activities.
- k) All other spaces and areas (both covered and open), if any, in or about the building of the Mall as will be earmarked by the Developer Company, at its sole discretion, as designated Limited Common Areas and Facilities.

**SIXTH SCHEDULE AS REFERRED TO ABOVE**  
**(MAINTENANCE & COMMON EXPENSES)**

The Mall shall be maintained and managed by the Developer Company or the nominated agency or agencies of the Developer Company, as the

case may be. The Developer Company shall either use its own resources or sub-contract the work to agency or agencies. Upon the formation of any owner's association (the "ASSOCIATION"), if any, under the applicable Laws, the Purchaser, as a member of the Association, shall ensure that the Association shall appoint and/or nominate the Developer Company for the maintenance and management of the Mall and for the purpose, if required by the Developer Company, shall enter into a suitable contract with the Developer Company. The maintenance and management of the Mall, shall, however, be on the terms and conditions mentioned hereunder:-

- a) **Maintenance by the Developer Company:** The Developer Company, by itself or through its nominee or nominees, shall maintain and manage the Mall Common Portions, Schedule Property Common Portions as also the Limited Common Areas and Facilities. The Developer Company shall be entitled to frame rules and regulations for the general upkeep and maintenance of the Mall including for the external façade of the building and external lighting as also for the common user of the Mall Common Portions. The Rules may be amended from time to time as deemed reasonable by the Developer Company in the common interest of all who are entitled to the shops/units/areas of the Mall. The Purchaser and/or the Association shall be bound to follow such Rules and any violation thereof shall entitle the Developer Company to claim damages and to restrict the Purchaser from using the Mall Common Portions or enjoying any of the Common Utilities and Facilities.
- b) **Entry Regulations:** The Developer Company and/or its nominated security agency or agencies shall be entitled to restrict and regulate the entry into the Mall considering the overall security in the interest of the Purchaser as also other purchasers of other shops in the Mall.
- c) **Water Supply:** General water supply for common toilets and for other common purposes will form part of the common maintenance cost. The individual water requirement within the Schedule shop, if any, for those shops who have authorized pantry, kitchen, beauty parlour, SPA etc., shall be billed for water and other levies as and when made applicable by the

concerned authorities and the Purchaser if required, shall bear and pay the same in respect of his shop.

- d) **Outbound Garbage:** The Purchaser shall inform the Developer Company the amount of outbound garbage, expected to be generated in the Schedule shop enabling the Developer Company to consult, if required, the local authority and put a system in place for disposal of the garbage. Such outbound garbage will be disposed of at such time as may be specified by the Developer Company, at its sole discretion, and the Purchaser must ensure that outbound garbage shall be stored within the limits of the Schedule shop till the time of disposal. The Purchaser shall not store the garbage and unused material in the Mall Common Portions and/or in the Limited Common Areas and/or in any other portions of the Mall.
- e) **Delivery Vehicle:** The Purchaser shall take prior permission from the Developer Company for access of delivery vehicles in and around the Mall and, must specify the type of delivery vehicle together with its registration details to the Developer Company. The Purchaser shall ensure that all delivery vehicles in and around the Mall shall be driven between permitted time schedule of the Company without causing inconvenience to the visitors of the Mall.
- f) **Loading and Unloading:** To load and unload any goods in and around the Mall, the Purchaser shall give a copy of permit at least 3 (three) days in advance to the Developer Company. Parking of such vehicles will only be allowed for time taken for loading and unloading of goods and not in any other case and, such vehicles used for loading and unloading the goods, while entry and exit shall not exceed the driving speed limit by 20 KMPH.
- g) **Events and Activities:** The Developer Company may organize events, promotions, lotteries, special sales etc., in the Mall. In case the Purchaser wants to use the Mall Common Portions for product launches, promotions, celebrity visits and such other activities, the Purchaser shall take prior permission, assistance and support from the Developer Company upon payment of such

charges as may be levied by the Developer Company. However, such promotions on the part of the Purchaser will be at his own cost and expenses.

- h) **Air-Conditioning:** The time for running the air conditioning system in the Mall shall be fixed by the Developer Company, and the upkeep and maintenance of the same will be looked after by the Developer Company. However, the expenses for air conditioning of the Mall Common Portions will form a part of the overall Maintenance Charges of the Mall.
- i) **Fire Safety:** The Purchaser shall, at its own cost and expenses, extend the fire safety system to low end in the Said Unit. The Purchaser must, at its own costs and expenses, obtain fire license, if required, and all other applicable licenses and permission from the appropriate authorities, for using the Schedule shop and must keep them up-to-date.
- j) **Installation of Antenna etc.:** The Purchaser shall not be entitled to install antennas, dish etc. anywhere in the Mall, without the prior written permission of the Developer Company. In case the permission to install antenna, dish etc., is granted from the Developer Company, then the Purchaser shall be liable to pay such rental as may be decided by the Developer Company.
- k) **Maintenance Charges:** The Developer Company or its nominees, as the case may be, shall raise bills on the Purchaser in respect of the maintenance of the Mall Common Portions, Schedule Property Common Portions and the Limited Common Areas and Facilities which the Purchaser shall pay within the due dates. The Purchaser shall also be liable to pay GST and/or other applicable taxes which are now payable or which may become applicable and payable in future (collectively "MAINTENANCE CHARGES"). The Maintenance Charges shall be payable on and from the date of the Purchaser taking possession of the Schedule shop. The Developer Company and/ or its nominated agency, as the case may be, shall raise, every month, the bills on the Purchaser for the Maintenance Charges, which will be payable by the Purchaser to the Developer company or to its nominees

within seven days from the date of the Purchaser receiving the same. The Developer Company or its nominated agency, as the case may be, in due course of time, may also decide to issue quarterly bills for Maintenance Charges and in case such bills are raised, the same shall be payable by the Purchaser to the Developer Company or to its nominated agency, within the due dates as would be specified in the said quarterly bills irrespective of whether the Schedule shop is being utilized or not. Maintenance Charges shall be fixed and shall be non-escalable for a period of 24 months from the date of Possession of the Schedule shop. However, in the event there is an increase in the power tariff by the concerned authorities during this period of 24 (twenty four) months, then the Maintenance Charges will be increased suitably to cover up the increase in such costs due to increase of the power tariff. After the completion of the said period of 24 months the Developer Company or its nominated agency shall be entitled to increase the Maintenance Charges. The Maintenance activities will be operated by the Developer Company or its nominated agency or agencies on commercial basis to ensure a reasonable return for the effort being made in respect of the maintenance by the Company or its nominee/nominated agency or agencies.

- l) **Limited Exemption:** The Developer Company shall not be liable to pay any charges towards maintenance for the unsold/vacant units, if any, in the Mall for a period of 5 (five) years from the date of grant of occupation/completion certificate of the Mall by the concerned authorities.
  
- m) **Maintenance Deposit:** In order to secure timely payment of maintenance bills and/or Maintenance Charges to the Developer Company or to its nominated agency the Purchaser shall deposit with the Company a sum of Rs. \_\_\_\_\_/- towards interest free Security Deposit at the time of execution and registration of final deed of sale. The Security Deposit shall remain credited to the Account of the Purchaser in the records of the Company or its nominated agency. In case the Purchaser fails to pay any dues within the due dates, the Security Deposit or part thereof may be utilized by the Developer Company or its nominated agency towards recovery of such dues. The Purchaser

shall forthwith replenish the Security Deposit with such enhancement as may be decided by the Developer Company from time to time.

- n) **Maintenance Corpus Fund:** The Purchaser shall pay to the Developer Company its contribution to a Maintenance Corpus Fund of an amount as may be decided by the Developer Company at the time of execution and registration of final conveyance which shall be used for major repairs/ replacement of equipment such as air-conditioners, escalators, elevators, electric equipment, transformers, Fire safety systems etc. The Maintenance Corpus Fund will remain credited to the account of the Purchaser in the records of the Developer Company or its nominated agency, as the case may be. At all times, such Maintenance Corpus Fund shall be maintained by the Developer Company or its nominated agency, Interest accrued on the said fund shall be to the credit of the said Fund. If the monies lying in the Fund and accrued interest thereon are not sufficient to cover up the costs of major repairs/replacements of equipment, the Developer Company or its nominated agency will be entitled to recover additional money from the Purchaser to meet the deficiency in cost.
- o) **Electricity Charges:** The Developer Company shall provide and/or cause to be provided electricity to the Schedule shop, and the Purchaser will be liable to pay charges for electricity consumed at the Schedule shop including proportionate charges of the transfer and/or transmission and distribution loss for supply of electricity from HT substation to the HT connection in the Schedule shop. The Purchaser shall also be liable to pay applicable GST and/or any other taxes which are now payable or which may become applicable and payable in future. Further, the Purchaser shall also pay proportionate cost for consumption of electricity for the Mall Common Portions, cost of which will form a part of the overall maintenance costs (collectively "ELECTRICITY CHARGES") The Electricity Charges shall be payable on and from the date of the Purchaser taking possession of the Schedule shop. The Developer Company and/ or its nominated agency, as the case may be, shall raise, every month, the bills on the Purchaser for the Electricity Charges, which will

be payable by the Purchaser to the Company or to its nominees within seven days from the date of the Purchaser receiving the same.

- p) **Deposit for Electricity Charges:** For securing the payment of Electricity Charges, the Purchaser shall deposit with the Developer Company or its nominated Agency, every quarter, in advance, by the 7<sup>th</sup> of each quarter, an interest free amount, as may be so demanded by the Developer Company or its nominated agency or agencies, from time to time, calculated on the basis of estimated consumption of electricity and/or some other suitable mechanism. The interest free amount may vary from time to time depending upon the variations/increase in costs of electricity tariff from time to time. The Electricity Charges payable by the Purchaser shall be adjusted against the deposit made by the Purchaser, and the Company or its nominated agency, as the case may be, shall send a quarterly statement of amount adjusted against the deposit, and any excess and/or shortage in the Electricity Charges will be adjusted in the payment to be made by the Purchaser for the next quarter. The Developer Company or its nominated agency, as the case may be, shall be entitled to restrict and/or disconnect the supply of electricity in case the electricity dues are not cleared on time by the Purchaser. The Purchaser, if required, shall enter into separate agreement with the Developer Company or the authorities, if required, for supply of electricity in the Schedule shop.
- q) **Electricity Security Deposit:** The Purchaser shall deposit with the Developer Company, in advance, an interest free amount as may be so demanded by the Developer Company or its nominees, as the case may be. being the amount payable by the Purchaser towards its proportionate share of the total security deposit paid by the Developer Company/its nominated agency to the concerned authorities, in respect of the concerned authorities providing the electricity line and/or sub-station in the Mall. All increase/enhancement/further demand of such deposit by the concerned authorities from time to time will also be proportionately borne and paid by the Purchaser to the Company or to its nominated agency.

- r) **Generator:** The Company will install D.G. sets for power back up in the Mall. In the event of power failure, besides providing power to the Mall Common Portions and the Limited Common Areas And Facilities, the Company will provide 100% power back up for the Schedule shop for which the Purchaser will pay charges at the rate of Rs. \_\_\_\_\_/- only per KW provided to the Purchaser. The Purchaser shall not be entitled to use any kind of portable or fixed generator set in the Schedule shop or in the Mall. Requirement of new/additional D.G. load, subsequently, will be subject to availability of spare D.G. load and in case any new/additional load is provided by the Developer Company or its nominees, the same shall be subject to payment of costs of such load @ Rs. \_\_\_\_\_/- only per K.W. The charges for provision of power/electricity during power cuts/load shedding from the D.G. sets for the schedule shop shall be paid by the Purchaser to the Company or its nominees. Such Charges shall be calculated taking into consideration the costs (both fixed and variable including the cost of diesel and consumable and other stores) of running and maintaining the D.G. sets and shall be billed accordingly on the Purchaser proportionately for the units consumed by the Purchaser in the Schedule shop. The units consumed shall either be recorded through a meter or be ascertained by such other suitable mechanism as may be decided by the Developer Company or its nominated agency. The Purchaser shall also be liable to pay GST and/or any other taxes which are now payable or which may become applicable and payable in future (collectively "Generator Charges"). The Generator Charges shall be payable on and from the date of the Purchaser taking possession of the schedule shop. The Company and/or its nominated agency, as the case may be, shall raise, every month, the bills on the Purchaser for the Generator Charges, which will be payable by the Purchaser to the Developer Company or to its nominees within seven days from the date of the Purchaser receiving the same. The Generator Charges shall be subject to change from time to time based on variation in costs of maintenance of the D.G. Sets.
- s) **Penalty for Non-Payment:** Failure to pay Maintenance Charges, and/or Generator Charges and/or Electricity Charges, within due dates may result in withdrawal or restrictions or

disconnections of services to the Purchaser and also make the Purchaser liable to pay interest at 2% per month on the outstanding dues for the period of the delay calculated from the due date of payment to the date of actual payment. In such case the Company may also require the Purchaser to provide additional interest free security deposit before restoration of services and facilities.

**IN WITNESS WHEREOF** the Vendors and the Purchasers have hereunto set and subscribed their respective hands and signatures on the day, month and year first above written.

\_\_\_\_\_  
**SIGNATURE OF THE VENDOR/  
OWNER/DEVELOPER COMPANY**  
(NISHAT INFRASTRUCTURE PVT. LTD.)

Signed, Sealed and delivered  
by the Vendor and Purchaser  
in presence of Following  
witnesses:-

1.

\_\_\_\_\_  
**SIGNATURE OF PURCHASER**

2.

Prepared & drafted by me;

Advocate  
High Court, Calcutta

**MEMO OF CONSIDERATION**

Received a sum of **Rs.** \_\_\_\_\_ /- (**Rupees** \_\_\_\_\_  
 \_\_\_\_\_ **Only**) from the within named  
 purchaser towards total sale consideration in terms of this Deed of  
 Conveyance in the following manner:-

Sl. No	Instrument Details	Amount of Instrument	1% TDS (Rs.)	Amount Paid (Rs.)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
TOTAL				

\_\_\_\_\_  
**SIGNATURE OF THE VENDOR/  
 OWNER/DEVELOPER COMPANY**  
 (NISHAT INFRASTRUCTURE PVT. LTD.)

**Witnesses:-**

1.

2.