

DEED OF SUB LEASE
THIS DEED OF SUB LEASE IS EXECUTED ON THIS THE DAY
OF MAY 2019.

PARTIES :

BETWEEN

SRI RAMESHWAR KUMAR GUPTA (PAN NO. ADBPG5460E), Son of late Rampyari Gupta AND 2. SMT. ANITA GUPTA (PAN NO. AHDPCG702D), wife of Sri Rameshwar Kumar Gupta both are residing at Shyam Lake Garden, Block - E, 6th Floor, Flat No. 632D, 202, Jessore Road, P.O. Belgachia, P.S. Lake Town, P.O. Belgachia, Kolkata- 700 089 hereinafter called the LESSORS (Which expression shall unless excluded by or repugnant to the context included their heirs, executors, administrators, representatives and assigns) hereinafter referred to as the **FIRST PARTY represented by there constituted Attorney Sri Atanu Khasnobish (Pan No. BVAPK 7108M), Son of late Sajal Khasnobish, residing at 4B, J.K. Mitra Road, P.O. Belgachi, P.S. Chitpur, Kolkata 700 037 And Smt Priti Khasnobish (Pan No. CTGPK 8486F), Wife of late Sajal Khasnobish, by Faith Hindu, by resident Indian, residing at 4B, J.K. Mitra Road, P.O. Belgachi, P.S. Chitpur, Kolkata 700 037.**

A N D

SRI ATANU KHASNOBISH (PAN NO. BVAPK 7108M), Son of late Sajal Khasnobish, residing at 4B, J.K. Mitra Road, P.O. Belgachi, P.S. Chitpur, Kolkata 700 037 And SMT PRITI KHASNOBISH (PAN No. CTCPE 8486F), Wife of late Sajal Khasnobish, by Faith Hindu, by resident Indian, residing at 4B, J.K. Mitra Road, P.O. Belgachi, P.S. Chitpur, Kolkata 700

Limited(PAN.No.AAGCK8076R), registered Office at
P.O. Belgachi, P.S. Chitpur, under the Jurisdiction of Kolkata Municipal
Corporation, Ward No. 3, Kolkata 700 037 hereinafter referred to as the
"DEVELOPER" (Which expression unless excluded by or repugnant to the
subject on context be deemed to Mean and include Successor in Office,
Nominees and assigns) of the **SECOND PARTY.**

AND

..... (Which expression shall unless excluded by
or repugnant to the context included their heirs, executors, administrators,
representatives and assigns) hereinafter called the "SUE-LESSEE" (Which
term of expression shall unless excluded by or repugnant to the subject or
context be deemed to be mean and include its successors-or-succesros in Office
for the time being) of the **THIRD PARTY.**

**NOW THIS DEED WITNESSES, RECORDS, GOVERNS AND BINDS AND
CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS**

4. SUBJECT MATTER OF SUB-LEASE:

FLAT: One self contained Flat for residential purpose at the **Middle side
of the Building East Facing, on the Third Floor** for which super built up
area ofSq. Ft.(approx) area including Covered area, with Proportionate
area of Stair Case with Lift along with other Common passage of the
Building with 25 % super-built-up area of the Flat No.J, at the Third Floor,
Middle side of the Building East Facing, East-West Side, as per
sanctioned by the Kolkata Municipality and/or other concerned authorities
in the new building to be made constructed directed and completed by the
Developer on the said premises at 64/2/1, Belgachia Road, presently
known as Khudiram Bose Sarani, P.S. Ultodanga, under the Jurisdiction of
Kolkata Municipal Corporation, Ward No. 3 Conjointly proportionate common
area more or less in the Building named "SAI KUNJ" together with
proportionate undivided impartible share or interest in the land described
in the First Schedule above written and proportionate right in the common
areas in the said Building.

4.1 LAND SHARE : Undivided, impartible, proportionate share (derived by
..... which the area of the Flat bears

to the total constructed area of the New Building named " SAI KUNJ " in the land attributable to the Flat (Land Share), contained in Municipal Premises No. 64/2/1, Belgachia Road, presently known as Khudiram Bose Sarani, P.S. Ultodanga, under the Jurisdiction of Kolkata Municipal Corporation, Ward No. 3 described in the 1st Schedule below (Premises).

- 4.2. **Share in the Common Portions:** Undivided, proportionate, indivisible and impartible share and/or interest in the common areas, amenities, facilities and installations in the Building and the Said Premises (collectively Common Portions) as be attributable to the said Flat./Unit and Appurtenances.
- 4.3. **Benefit of Sanction Plans :** Benefit of the Sanction Plans relating to the Said Flat / Unit and Appurtenances and proportionate benefit of the Plans relating to the Common Portions and Block Common Portions, described in 1st and 2nd Schedule below, as is attributable to the Said Flat / Unit and Appurtenances.
- 4.4. **Other Rights:** All other rights appurtenant to the Said Flat / Unit and Appurtenances.4.1, 4.2, 4.3, 4.4 and 4,5 collectively described in First Schedule and 2nd Schedule, 3rd Schedule hereto (collectively Flat / Unit and Appurtenances).

5. BACKGROUND :

5.1. the First Party/Lessors became Leaseholder for a period of 999 Years of the Schedule "A" property by strength of one registered Deed of Lease for a period of 999 Years being Deed No. 03049/, Volume No. 6, Pages 8224 to 8243, registered on 23/05/07, registered before the Office of the Registrar of Assurances -I Kolkata was executed by the Shebaitis of Paik Para Raj General Debottar Estates, the Estate of the Deity of Sree Sree Radhaballav Jew in favour of the First Party/Lessor herein by way of one time payment of premium or lease-rent upon granting lease of the said property .

5.2. The **FIRST PARTY /LESSORS** duly recorded there names in the record of the Kolkata Municipal corporation and have lawful right, title, interest over the Schedule below Property and the same is free from all encumbrances charges, lien, lispendences , attachments or not involved with any such Bank Loan whatsoever and howsoever.

5.3.The **FIRST PARTY/LESSORS** being desirous of developing the said premises

and with an intention of the same the First Party/Lessors executed one registered Deed of Development Agreement being Book No.I, Volume No. 1901, Pages 322240 to 322282, being No. 190107734 of 2018 along with one registered Development Power Of Attorney being Book No.IV, Volume No. 1903 of 2018, Pages 189310 to 189340, being No. 190306633, registered before the Office of the Additional Registrar of Assurances Kolkata in favour of the Second Party/Developer herein.

5.4 The Developer after sanctioned the Building Plan being No 2018010042, Borough I Sanctioned on 10th September 2018 from the Kolkata Municipal Corporation along with all other necessary sanctioned from the Departments KIT, ULC, Survey along with other local Bodied operated by the State Govt. has been initiated the constructional work over the Schedule "A" Property.

5.5 That the Developer has already executed one Agreement of sale in favour of the Sub-Lessee herein by which the Purchaser already agreed to purchase the Schedule below Flat in subject to the payment of the consideration money to the tune of Rs. to the Developer.

OWNERSHIP OF THE VENDORS and the DEVELOPER

6. That the said Second Schedule "B" Flat belongs to the Developer i.e. the Developer's Allocation as per the aforesaid registered Development Agreement dated being Book No.I, Volume No. 1901, Pages 322240 to 322282, being No. 190107734 of 2018 along with one registered Development Power Of Attorney being Book No.IV, Volume No. 1903 of 2018, Pages 189310 to 189340, being No. 190306633, registered before the Office of the Additional Registrar of Assurances Kolkata, the Developer decided to sale the Schedule "B" Flat under the consideration part prescribed hereinbelow and the Schedule "B" Flat belongs to the Developer herein prescribed in the aforesaid Development Agreement therein. The Developer along with the Lessors have marketable title to the below "B" Schedule Flat and the same is free from all encumbrances charges, lien, lispendencies, attachments whatsoever and howsoever.

6.1. **ALL THAT the Flat Sq. Ft.(approx) Super built-up area, with marbel, including Covered area, with Proportionate area of LAND with other Common passage of the Building with 25 % super-built-up area of the FLAT No.J at the Third Floor, Middle side of the Building East Facing, East-West Side, as per Plan sanctioned by the Panchayet Municipality and/or other concerned**

Kolkata Municipal Corporation, Ward No. 3 Conjointly proportionate common area more or less in the Building named "SAI KUNJ" together with proportionate undivided impartible share or interest in the land described in the First Schedule above written and proportionate right in the common areas in the said Building.

- 6.3. **Discussions and Negotiations:** discussions and negotiations have taken place between the Vendors, Developer and the Purchaser for sub-lease of the Said Flat / Unit and Appurtenances and commercial terms and conditions in this regard have been finalized. Pursuant thereto the Vendors/Lessors have agreed to Sub-Lease to the Sub-Lessee the Said Flat / Unit and Appurtenances free from all encumbrances.
- 6.4. **Sale to Purchaser :** In pursuance of the above, the Vendors and the Developer are completing the sale of Said Flat / Unit and Appurtenances in favour of the Purchaser, by these presents.
- 6.5. **Ownership of the Vendors/Lessors:** In the aforesaid circumstances the present the Developer is the sole and absolute owners of the Said Flat and Appurtenances and possessing the same without anybody's intervention and free from all encumbrances.
- 6.6. **True and correct Representations :** The Vendors/Sub-lessors and the Developer are the only undisputed owner of the Said Flat and Appurtenances such ownership having been acquired in the manner stated in Clause 5.1 to 5.8 above, the contents of which are all true and correct.

7. Representations and Warranties of the Vendors :

- 7.1 **Marketable Title :** The Vendors hereby declares that the Vendors have got marketable title to the Said Flat / Unit and Appurtenances free from all encumbrances, liabilities, attachments, acquisitions, alignments and requisitions and are competent to transfer the same to the Purchaser or its nominees.
- 7.2. **No Previous Agreement:** The Vendors and the Developer further declares that there is no previous agreement for sale/transfer/lease etc. either oral or in writing in respect of the Said Flat / Unit and Appurtenances with any person.
- 7.3 **Statutory Permissions :** The Vendors and the Developer further declare that they are in a position to obtain all statutory clearances, consents and permissions required to transfer the Said Flat / Unit and Appurtenances lying and situate at Municipal Premises No. 64/2/1, Belgachia Road, presently known as Khudiram Bose Sarani, P.S. Ultodanga, under the Jurisdiction of Kolkata Municipal Corporation, Ward No. 3, commonly known as "SAI KUNJ".
- 7.4 **No Creation of Charge :** The Vendors/Lessors and the Developer also

and Appurtenances in any Nationalized Bank or Private bank or in any kind of Financial Institution. If anything is found contrary to the statements made herein above then they will return back the Consideration money with interest and shall also be liable under the law of the land both in civil and criminal for non performance and/or non refund of the consideration money and indemnifies the purchaser for the pecuniary loss suffered by the Purchaser.

- 7.5 **No Personal Guarantee:** The Vendors and the Developer further declare that the Said Flat / Unit and Appurtenances is not affected by or subject to any personal guarantee for securing any financial accommodation either from Govt. or from any private organization, financial institution or from any Nationalized Bank or Private Bank.
- 7.6 **No Acquisition/Requisition :** The Vendors/Lessors have not received any notice from any Concerned Authority for acquisition or requisition of the Premises and declares that the Premises is not affected by any scheme of the Municipal Authority or Government or any Statutory Body.
- 7.7 **No Encumbrance by Act of Vendors :** The Vendors and the Developer have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing whereby the Said Flat and Appurtenances or any part thereof can or may be impeached, encumbered or affected in title.
- 7.8 **Right, Power and Authority to Sale :** The Vendors and the Developer have good right, full power, absolute authority and indefeasible title to grant, Sub-lease, assign and assure the Premises to the Sub-Lessee.
- 7.9 **Free From All Encumbrances :** The Said Flat and Appurtenances is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, uses, prohibitions, Income Tax attachment, financial institution charges and liabilities whatsoever or howsoever made or suffered by the Vendors or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Vendors or the Vendor's predecessors-in-title and the title of the Vendors to the Premises is free, clear and marketable. The Vendors and the Developer also declare that they are in a position to take clearance under the Income-Tax Act, 1961 after compliance with the provision thereof if required for the Completion of this Transfer.
- 7.10 **No Bar by Court Order or Statutory Authority :** There is no order of any Court, Tribunal or any other statutory authority prohibiting the Vendors and the Developer from selling, transferring and/or alienating the Said Flat and Appurtenances or any part thereof.
- 7.11 **Possession :** The entirety of the Said Flat and Appurtenances is in the khas and vacant possession of the Vendors/Lessors and the Developer and no person has any possessory or contractual right of any nature whatsoever in the said Flat and appurtenances or any part thereof.

Appurtenances in the possession of the Vendors and the Developer on completion and Registering the Deed of conveyance to the Purchaser in original. The Vendors also undertake and declare that they shall sign and execute any Deed or writing for any Rectification and/or Declaration for removing any wrong in Deed for assuring good Title in favour of the Purchaser and do all acts required to be signed executed or done to complete the title of the sub-lessee with regard to the Said Flat and Appurtenances as and when requested at the cost and expenses of the Purchaser.

8. Basic Understanding:

8.1 **Agreement to Sell and Purchase:** The Vendors and the Developer have approached and offered to sell the said Flat and Appurtenances and the Purchaser, based on the representations, warranties and covenants mentioned in Clause 5 and its sub-clauses above (collectively Representations), has agreed to purchase the Said Flat and Appurtenances, free from all encumbrances and with vacant and peaceful possession.

8. Transfer:

8.2 **Transfer by Vendors and the Developer :** At the request of the sub-lessee, the Lessors and the Developer are jointly hereby conveying to the Purchaser, absolutely and for ever, free from all encumbrances of any and every nature whatsoever, the said Flat / Unit and Appurtenances described in 2nd Schedule below.

8.3 **Said Flat / Unit and Appurtenances:** The Said Flat / Unit and Appurtenances, i.e. ALL THAT One self contained Flat for residential purpose being (approx) Super Built-up, Flat No.J at the Third Floor, Middle side of the Building East Facing, East-West Side,, With Lift, Marble Finished,, consisted with two bedrooms with separate bath cum privy, with the proportionate right title and interest in the common facilities and amenities out of the proposed Building Conjointly proportionate common area more or less in the Building named "SAI KUNJ" together with proportionate undivided impartible share or interest in the land described in the First Schedule above written and proportionate right in the common areas in the said Building.

8.4 **Land Share :** Undivided, impartible, proportionate share (derived by taking into consideration the proportion which the area of the Flat bears to the total constructed area of the New Building named "SAI KUNJ" in the land attributable to the Flat (Land Share), contained in Municipal Premises No. 64/2/1, Belgachia Road, presently known as Khudiram Bose Sarani, P.S. Ultolanga, under the Jurisdiction of Kolkata Municipal Corporation, Ward No. 3, described in the 1st Schedule below (Premises).

8.5 **Share in the Common Portions:** Undivided, proportionate, indivisible and impartible share and/or interest in the

8.6. **Benefit of Sanction Plans :** *Benefit of the Sanction Plans relating to the Said Flat / Unit and Appurtenances and proportionate benefit of the Plans relating to the Common Portions and Block Common Portions, described in 1st and 2nd Schedule below, as is attributable to the Said Flat / Unit and Appurtenances.*

8.7. **Other Rights:** *All other rights appurtenant to the Said Flat / Unit and Appurtenances.*

9. Consideration:

9.1 **Consideration:** *The Aforesaid transfer is being made in consideration of a sum of Rs./- (Rupees) Only Consideration, which has been paid in full by the Purchaser and the Developer hereby and by the Receipt and Memo below, admit the same.*

10. Terms of Transfer :

10.1 *The Transfer of the said Flat / Unit and Appurtenances being affected by this Conveyance is :*

10.1.1 **Sale :** *A sale within the meaning of the Transfer of Property Act, 1882.*

10.1.2 **Absolute:** *Absolute, irreversible and for ever.*

10.1.3 **Free from encumbrances:** *Free from all encumbrances of any and every nature whatsoever including but not limited to dispendens, attachments, liens, charges mortgages, trusts, debentures, reversionary rights, residuary rights, claims and statutory prohibitions.*

10.2 *Subject to: The transfer of the Said Flat / Unit and Appurtenances being affected by this Conveyance is subject to :*

10.2.1 **Payment of common Expenses:** *The sub-lessee paying proportionate share of all costs and expenses for maintenance and up keep of the common portion of the said Building till the date of Deed of Conveyance.*

10.2.2 **Use of Common Portions and Facilities:** *Together with facilities and advantages in common with the Owners and Occupiers of the other Office rooms necessary for convenient and uninterrupted use and enjoyment thereof and every part of the same as per bye-laws of the association, described in the Third Schedule below.*

10.2.3 **Observing covenants:** *The Sub-lessee observing and performing all covenants, stipulations and obligations as are provided for in the Said Conveyance.*

10.2.4 **Indemnification by Lessors and the Developer:** *Indemnification by the Lessors and the Developer about the correctness of their title, representations and authority to sell and this conveyance is being accepted by the Purchaser on such express indemnification by the Vendors, which if found defective or untrue at any time, the Vendors and the Developer shall, at their own costs, expenses, risk and responsibility, forthwith take all necessary steps to remove and/or rectify and the Vendors and the Developer shall make good any losses,*

Purchaser and/or his successors-in-interest by reason of any default of the Vendors and the Developer.

10.2.5 Indemnification by Purchaser: *Indemnification by the Purchaser about the Purchaser faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Purchaser hereunder. The Purchaser agrees to keep indemnified the Vendors and/or their successors-in-interest, of from and against any losses, damages, costs, charges and expenses which may be suffered by the Vendors and/or their successors-in-interest by reason of any default of the Purchaser.*

10.2.6 Easements and Quasi-easements: *Observance, performance and acceptance of the easements, quasi-easements and other stipulations (collectively Easements and Quasi-easements), described in the 6th Schedule below.*

11. Possession :

11.1 Delivery of Possession : *Khas, vacant and peaceful possession of the Said Flat/Unit and Appurtenances has been hand over by the Vendors and the Developer to the Purchaser, which the Purchaser admits, acknowledges and accepts.*

12. Outgoings:

12.1 Outgoings: *All Municipal taxes, surcharge, outgoings and levies of or on the Said Flat / Unit and Appurtenances, relating to the period till the date of this conveyance, whether as yet demanded or not, shall be borne, paid and discharges by the Vendors and the Developer with regard to which the Vendors and the Developer hereby indemnify and agrees to keep the Purchaser fully and comprehensively saves, harmless and indemnified.*

13. Further Acts :

13.1 Vendors/Lessors and the Developer to do: *The Vendors and the Developer hereby covenant that the Vendors and the Developer or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or his successors-in-interest, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Purchaser to the Said Flat/Unit and Appurtenances.*

14. General

14.1 Conclusion of Contract: *The Parties have concluded the contract of sale in respect of the Said Flat/Unit and Appurtenances by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.*

15. Interpretation

- 15.2 **Headings:** The headings in this Conveyance re inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.
- 15.3 **Definitions:** Words and phrases have been defined in the conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 15.4 **Documents :** A reference to a document includes an amendment and supplement to, or replacement or innovation of that document.

FIRST SCHEDULE "A" ABOVE REFERRED TO

ALL THAT piece or parcel of Bastu Land with a nature of Debottar at 64/2/1, Belgachia Road, presently known as Khudiram Bose Sarani, P.S. Ultodanga, under the Jurisdiction of Kolkata Municipal Corporation, Kolkata Ward No. 3, Assessee No. 110030902762 Kolkata 700 037 measuring an area about 10 Cottahs 9 Chittacks and 41 Sqft morefully, and which is butted and bounded in the manner as follows :-

ON THE EAST : RPF Barrack.;

ON THE SOUTH : By Maruti Service Centre

ON THE WEST : By Kudirambose Sarani road

ON THE NORTH : By H.P. Petrol Pump;

or howsoever otherwise the same may be described more specifically.

THE SCHEDULE "B" FLAT ABOVE REFERRED TO PURCHASER'S ALLOCATION

1.11. **PURCHASER'S ALLOCATION** shall mean to the extend of more or less
Sq. Ft (approx) Super built-up area including Covered area, with Proportionate area of Stair Case with Lift along with other Common passage of the Building with 25 % super-built-up area of the Flat No. **AB** at the Second Floor, West Facing, Back side, Building Known as Sai Kunj as per sanctioned by the Kolkata Municipal Corporation and/or other concerned authorities in the new building to be made constructed directed and completed by the Developer on the said premises at 64/2/1, Belgachia Road, presently known as Khudiram Bose Sarani, P.S. Ultodanga, under the Jurisdiction of Kolkata Municipal Corporation, Kolkata Ward No. 3, Assessee No. 110030902762 Kolkata 700 037, in the proposed new building together with the proportionate right title and interest in the common facilities and amenities out of the proposed Building as per Plan annexed with the Agreement Blue bordered side.

(Details of common areas, facilities and common expenses of the building to be fixed by the flat owner's Association)

1. *Undivided proportionate share or interest of Land under the said building described in the First Schedule "A" hereunder written Acquire right by taking proportionate area as common which including with total area as referred in the Schedule B herein after with interest in the foundation footing columns girders, beams, beam support, exterior walls of the said building side or interior load, bearing walls, concrete floor staircase with landings, entrance with all fittings and fixtures and open spaces, and all concrete ceiling in the said Building.*
2. *Electrical and sanitary lines, pipes, wiring, fittings, fixtures, water stand at the roof, other common plumbing installation both underground in the said building but excluding those that are installed inside the said FLAT and exclusively meant for the said FLAT.*
3. *All the above common amenities and facilities will be available to the Purchaser subject to proportionate payment of all out going and payment of expenses for upkeep and maintenance of common amenities and facilities and other service in the said building for use and enjoyment of the Purchaser and payment of Municipal and other Taxes etc.*
4. *The expenses of maintaining, repairing, re-decorating of the main structures and in particular the roof, gutters, rain water, electric installations used in common by the Owners of the Flat, the cost of decorating, repairing and painting the exterior of the said building.*
5. *Municipal and other taxes.*
6. *Such other capital or recurring expenses as are necessary or incidental for the maintenance and upkeep of the building, open spaces and all other amenities of common nature to be enjoyed by the Purchaser with the Owner or occupiers of the other flat in the said building.*

THE FOURTH SCHEDULE ABOVE REFERRED TO

(TERMS AND CONDITIONS AND OBLIGATIONS)

1. That notwithstanding any act, deed, matter or thing by the Vendors with or executed or suffered to the contrary, the Vendors are absolutely seized and possessed of or otherwise well and sufficiently entitled to as an estate equivalent to an absolute estate of inheritance in free simple in possession to the said FLAT and every part thereof AND THAT NOTWITHSTANDING as aforesaid the Vendors now have in themselves good right in full absolute authority and indefeasible title to grant, sell, transfer, assign and assure all and singular the said FLAT hereby granted, conveyed, sold and transferred or expressed or intended so to be unto and to the use or the Purchaser in the manner aforesaid according to the true intent and meaning of these present.
2. That the sub-lessee shall and will may from time to time and at all times hereafter peaceably and quietly enter into, sold, possess and enjoy the said FLAT hereby granted sold and conveyed and receive and take the rents and issue and every part thereof without any lawful let suit trouble hindrance, eviction, interruption, disturbances claim and demand whatsoever fro or by the Vendors and the Developer and all persons claiming from under or in trust for the Vendors.
3. That free and clear and freely and clearly and absolutely acquitted exonerated, discharged and released or otherwise by the Vendors and the Developer well and sufficiently saved effected kept harmless and indemnified of from and against all and all manner and other charges, outgoings, claims, demands, liens lispendens, attachments and encumbrances whatsoever created by the Vendors. The Developer is bound to provide the Completion Certificate from the Kolkata Municipality as the concerned Authority permits to provide the same.
4. That the Lessors and Developer all persons having or claiming any estate right, title, interest propriety claim and demand whatsoever both and law and in equity into or upon the said FLAT hereby granted, conveyed, sold, transferred, assigned and assured or expressed or intended so to be or any part thereof from through under or in trust for the Vendors or any other persons as aforesaid shall and will from time to time and at all times hereafter all the request and costs of the sub-lessee do and execute or cause to be done and execute all such assurances, acts, deeds, matters and things for further better and more effectual granting, settling thereof unto and to the use of the Purchaser as shall or may be reasonably required.

THE PURCHASER DO HEREBY COVENANT AND AGREED WITH THE LESSORS/VENDORS AND THE DEVELOPER AS FOLLOWS .

1. The sub-lessee shall associate himself in the formation of an Association or Society jointly with other sub-lessee of the Flat and the Vendors in respect of the said (G+4) Storied Building according to the West Bengal apartment ownership Act, 1972 and thought necessary for due up keep and

including Rain Water Pipes, Drains, Soil Pipes, Electric Wiring, Cleaning and lighting of common passages and shall pay to the Association proportionate cost and expenses for the same as may be decided by the Association or Society.

2. That the Sub-lessee shall not make any objection if any extra floors, stories are constructed by the Lessors or the Developer over the 4th Floor of the Building at any point of time and the Purchaser will cooperate the owner, developer in all respect by signing any no-objection or anything like that if required to construct any further floors over the 4th floor of the building.
3. The Purchaser shall at their own cost maintain and repair the inside wall, floor etc. of the said FLAT in all respect without being required to take any permission of any others and also without any interruption, interference or hindrance from or by the Vendors or any person or persons claiming from under or in trust for the Vendors.
4. That from the date of delivery of possession of the said FLAT immediately with execution of these presents the Purchaser shall pay proportionate costs and expenses for upkeep maintenance and repairs and for rendering services for jointly in respect of the said FLAT with the sub-Lesseees of other Flat and the Flat in the said building such proportionate costs and expenses to be settled by the Vendors and/or such Association or Society.
5. The sub-lessee shall pay proportionately the Municipal Rates and Taxes Levies outgoings and impositions from the date of delivery of possession of the said FLAT.
6. That the sub-lessee shall use the said FLAT for residential Purposes only and shall not use the same in such manner as may cause any nuisance to the Owners and/or occupiers of other flats, shop Rooms in the said Multistoried Building and/or the said Shop room required to be carried out at the instance of the government, Municipality or any other Authority at any time after the delivery of possession of the said Second Schedule FLAT to the Purchaser, the Purchaser shall carry out all such additions and alterations in co-operation with Sub-lesseees of other flats and the Vendors with concurrence of the Vendors and/or in the Association or Society the proportionate costs and expenses to be borne and paid by the Purchaser to be determined by the Association or Society and/or the Vendors as the case may be. That the sub-lessee will bear the whole amount of charges of Goods and Service Tax as and when the same will be charged by the concerned Govt. Authority in connection with the schedule "B" Flat.
7. In the event of the sub-lessee transferring the said FLAT by way of sub-lease/let-out or any otherwise shall be guided by and subject to all such covenants stipulations and restrictions contained in this Deed of conveyance without being required to take any permission or confirmation whatsoever from any body or from any parties herein.

8. *That the sub-lessee shall have right to enjoy the Common passages along with others mentioned in the Schedule Common Passage which shall be remain common in use.*
9. *If the Sub-Lessee failed to comply with any of the provisions herein contained he will be liable for action, damages and for together reliefs at the instance of the other Co-Owners and/or the association of the Owners when formed.*

THE SUB-LESSEE SHALL NOT

1. *Decorate the exterior of the said FLAT otherwise than in the manner as may be decided by the Vendors/Association and shall also not disturb the colour matching and all other decoration and outer face of the said building.*
2. *Make in the said FLAT any structural additions, alterations or improvements of the permanent nature as to endanger the stability, support and protection of the said building.*
3. *Use the said FLAT and every part thereof for residential purpose or use the said FLAT or any portion thereof in such manner which may cause nuisance or annoyance to the occupiers of the other portions of the said building or to the owners or occupiers of adjoining properties or for any illegal or immoral purposes.*
4. *Throw or accumulate dirt, rubbish, rags or other refuse or permits the same to be thrown or accumulated in the said FLAT or the common areas or spaces in the said Property.*
5. *Store or bring or permit to be stored or brought in the said FLAT any goods of dangerous inflammable or combust able nature for which are heavy enough so as to affect or endanger the construction or the structure of the said building or any fittings or fixtures therein whatsoever.*
6. *In any case demolish or cause to be demolished the said FLAT or any part thereof.*

FIFTH SCHEDULE

(Covenants)

1. **Transfer & dismemberment:**
 - 1.1 **No Partition :** *The Purchaser shall not, at any time, claim partition of the undivided impartible proportionate share in the land.*

- 1.2 **Future Transfer:** Future transfers of the Said Flat / Unit and Appurtenances shall always be accompanied by the sale of all share or interest or obligations the Purchaser have in the Building and the Flat.
2. **Mutation, taxes and impositions :**
- 2.1 **Transferees to get Mutation Effected :** the sub-lessee shall apply for and have the Flat and Appurtenances separately assessed and mutated in his name.
- 2.2 **Payments of Penalty:** The Transferee shall be liable to pay penalty, interest, costs, charges and expenses in respect of such taxes and impositions, proportionately or wholly, as the case may be.
- 2.3 **Effective Date for Payment by the Transferees :** All taxes, impositions and outgoings, including, penalties, costs, charges and expenses, in respect of the Said flat the New Building and the Flat / Unit and Appurtenances accruing till the date of this Sub-Lease Deed shall be paid by the vendor and those accruing for the period hereafter shall be paid by the Purchaser.

THE SIXTH SCHEDULE

(Easements Right)

The co-owner, occupier, the Vendor, society, syndicate or Association shall allow each other the following easement and quasi-easement right and privileges, right to common passage in all the common portion in each of any every part of the said building including the said unit. Right of protection of each portion of each other. Absolute unfettered and encumbered right over the common parts and portions. Right in support or easement and appurtenances usually held used occupied or enjoyed ad part and parcel of the said undivided proportionate share and/or the said unit. Right with or without workmen and necessary materials to enter upon the said building including said unit and any other unit for the purpose of repairing any of the common and portions or any appurtenances to any unit and/or anything comprised in any unit in all such cases giving previous notice in writing to the Co-owners affected thereby. The right of access in common with vendor or other occupiers of the said building at all times and for all normal domestic purposes connected with the use and enjoyment of the open space, electrical installation etc.

EXECUTION & DELIVERY :

In witness whereof the parties have executed and delivered this conveyance on the day, month and year given above.

SIGNATURE OF THE LESSORS

Represented by the Constituted Attorney of SRI
RAKESHVAR KUMAR GUPTA 2. SMT. ANITA GUPTA

Witnesses :

1.

2.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE SUB-LESSEE

*Drafted by us per instruction of Vendors, Developer &
Purchaser and as per available documents produced
before me and after going through the Deed both
submitted the same to be true and correct.*

RECEIPT AND MEMO OF CONSIDERATION

*The Vendors/Lessees and the Developer confirm having received from the
purchaser a sum of Rs.towards full and final payment of the
consideration for sale of the said Flat / Unit and the whole payment has been
made by Account Payee Cheques*

Payment as Follows:

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SIGNATURE OF THE DEVELOPERS

Witnesses:

1.

2.

