

DEED OF CONVEYANCE

This Deed of Conveyance made on this day of , 2020

BY AND BETWEEN

M/s. PANCHMAHAL PROJECTS PRIVATE LIMITED (PAN – AAHCP1605J),
a Company registered under the Indian Companies Act, 1956, being
Registration No. U45400WB2013PTC192403 and having its Registered Office
at 11, Mukhram Kanoria Road, P.O. –Golabari, P.S. Golabari, District :
Howrah, Pin-711101 and its corporate office at 11, Mukhram Kanoria Road,
Howrah - 711101 being represented by its Director MR. GOPAL SARAF (PAN
– AKTPS6584N) son of Late Sri Parmeshwar Lal Saraf, by faith – Hindu, by
Nationality – Indian, by occupation – Business, residing at 50 Subarban Park
Road District : Howrah,, Pin- 711101 authorized vide board resolution dated
14/05/20114, hereinafter referred to as the 'VENDOR/ PROMOTER' (which
term or expression shall unless excluded by or repugnant to the subject or
context be deemed to mean and include its successors-in-office, Directors,
executors and assigns) of the Party of the ONE PART.

A N D

[If the Purchaser is a company]

_____, (CIN no. _____) a
company incorporated under the provisions of the Companies Act, [1956 or

2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Purchaser " (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assignees).

[OR]

[If the Purchaser is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "Purchaser " (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partners for the time being of the said firm, the survivor of the survivors of them and their legal heirs, executors, administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Purchaser is an Individual]

Mr. / Ms. _____, (PAN _____) (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Purchaser " (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Purchaser is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assignees) hereinafter referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and assigns) of the **SECOND PART**.

The Vendor and Purchaser shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS in these presents, unless there be something contrary or repugnant to the subject or context:

- (i) "Act" means the West Bengal Housing Industry Regulation Act'2017 (West Ben. Act XLI of 2017) ;

- (ii) "Rules" means the West Bengal Housing Industry Regulation Rules,2018 made under the West Bengal Housing Industry Regulation Act,2017 ;
- (iii) "Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act'2017;
- (iv) "Section" means a section of the Act;
- (v) "Said premises" shall mean the land comprised in and situate at and being the municipal Holding no. 11, Mukhram Kanoria Road, Police Station- Golabari, Ward No. 14 under Howrah Municipal Corporation.
- (vi) "Building" shall mean building consisting of a basement, ground floor and upper floors along with a terrace at the top floor constructed by the vendor.
- (vii) "Co-Owners" shall according to the context mean all the purchasers who from time to time have purchased or agreed to purchase any unit in the building.
- (viii) "Common Areas and installations" shall mean and include the areas installations and facilities comprised in the Premises as mentioned and specified in the **THIRD SCHEDULE** hereunder written and expressed or intended by the developer for common use and enjoyment of the co-owners in the manner and to the extent

permitted by the Developer and shall not include the car parking spaces (other than that conveyed to the purchaser herein) and other open and covered spaces which the vendor shall have absolute right to deal with the same, to which the purchaser hereby consents .

- (ix) "Common Expenses" shall mean and include all expenses for the maintenance management upkeep and administration of the said premises and in particular the common Areas and installations and rendition of common services in common to the co-owners and all other expenses for the common purpose including those mentioned in the **FOURTH SCHEDULE** hereunder written to be contributed borne paid and shared by the co-owners.
- (x) "Common purpose" shall mean and include the purposes of managing maintaining up-keeping and administering the said premises and in particular the common areas and installations, rendition of services in common to the co-owners, collection and disbursement of the common expenses and dealing with the matters of common interest of the co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the common areas and installations in common.

- (xi) "Units" shall mean the independent and self-contained flats in the building at the said premises capable of being exclusively held or occupied by a person or persons.
- (xii) "Parking Spaces" shall mean spaces in or portion of the basement and Ground floor of the building of the said premises and according to the sanctioned plan as expressed or intended by the vendor at its sole discretion for parking of motor cars and two wheelers.
- (xiii) "Built-up area" shall where the context refers to the said Unit mean and include the plinth area of the said Unit in the building (including the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall and column shall be included in the area of each such unit).
- (xiv) "Super built-up area" shall where the context refers to the said Unit mean and include built-up area of the said unit, proportionate share of the area of the common areas and installations which shall be 30% of the built up area.
- (xv) "Proportionate Share" shall where the context refers to any share attributable or appurtenant to the said unit mean the proportion in which the built up area of the said unit may bear to the built up area of all the units in the building provided that where it refers to the

share of the purchaser or any co-owners in any rates and/or taxes then such share of the whole shall be determined on the basis such rates and/or taxes are being respectively levied.

- (xvi) "Said Unit" shall mean the _____ floor flat measuring about _____ sq. ft. (which includes 30% of Super Built Up Area) more or less being flat no. _____, of the said building more fully and particularly mentioned and described in the Second Schedule hereunder written together with the Purchaser's proportionate undivided share in the Common Areas and Installations attributable to the said Unit and shall include the right of parking one motor car parking space [if bought] no will be allotted later (as shown in the drawing) and no servant quarter on the ground floor/basement more expressly mentioned and described in Second Schedule and wherever the context so intends or permits shall, also include the said share in the said premises.
- (xvii) "Said share in the said premises" shall mean proportionate undivided indivisible impartible variable share in the land comprised in the said premises attributable to the said unit.
- (xviii) "Building Permit" shall mean the plan for construction of the building sanctioned by the Office of The Howrah Municipal Corporation vide building permit No.BRC No. – 142/16-17 dated 09/06/2017 and

shall include modifications thereof and/or alterations thereto as may be made by the vendor with the approval of the Architect.

WHEREAS all that piece and parcel of premises of Bastu Land measuring more or less 6 (six) Cottahs 10 (Ten) Chittaks out of 19 (Nineteen) Cottahs 14(Fourteen) Chittacks as per measurement of Deed 17 (Seventeen) Cottahs 11 (Eleven) Chittaks and as per Municipal record 1 (one) Bigha 4 (four) Chittaks with partly old pucca two storied structures as well as R.T. Shed structures standing thereon along with all easement, privileges and amenities attached thereto comprised in Holding No. 11, Mukhram Kanoria Road, Police Station – Golabari Ward No. 14 under Howrah Municipal Corporation and District : Howrah, together with right of user over 7'-0" feet wide common passage, corresponding to Dag No. 271, 272 appertaining to Khatian No. 153 of Mouza and Police Station – Golabari, District : Howrah under Sheed No. 40 as fully and clearly described in the Schedule 'A' here in below which is the said premises herein.

AND WHEREAS one Sri Narayan Shroff, son of Bashidhar Shroff of 17, Banstala Lane, Kolkata – 700 007 was the recorded permanent tenant of the property in Schedule 'A' hereunder. Later Sri Narayan Shroff purchased the said property by virtue of a registered Deed of Sale dated 12.08.1919 which was duly executed by the then owner and was duly registered in the Office of

District Registrar at Howrah and was recorded in Book No. I, Volume No. 39, Pages from 111 to 120, being No. 3932, for the year 1919.

AND WHEREAS while Sri Narayan Shroff became absolute owner of the said property rightfully peacefully, uninterruptedly and adversely seized possessed of the said property and recorded his name as owner in the R.S. Settlement Record of Right as well as in the Assessment Record of Howrah Municipal Corporation. The said Sri Narayan Shroff died on 01/10/2002 leaving behind his son Balkrishna Shroff as his only successor. Wife of Sri Narayan Shroff, namely Smt. Durga Devi Shroff predeceased him and passed away on 03.12.1973.

AND WHEREAS the said Balkrishna Shroff as the only legal heir of Narayan Shroff, had also recorded his name in the R.S. Record of Right in connection with Mutation Case No. 113/2009 and the name of Balkrishna Shroff therein has been duly recorded under the said Mutation case which has been duly intimated by way of issuing a Mutation Certificate U/s. 50/50A of the West Bengal Land Reforms Act, 1955 being Memo No. 510/Addl. O/C T.S.U/10 dated 14.05.2010 by which Memo the name of the said Balkrishna Shroff was recorded in the Settlement Record who was also been paying taxes to the State of West Bengal and had been enjoying peaceful possession over the premises in Schedule 'A' hereinbelow as of right peacefully, uninterruptedly and adversely to the acknowledge of all concerned.

AND WHEREAS the said Balkrishna Shroff being absolute 16 Annas owner of the property in Schedule intended to sell and convey the property in Schedule herein below and M/s. Panchmahal Projects Private Limited, being the present vendor herein and purchaser therein has agreed to purchase the said 16 Annas property as fully described in the Schedule hereunder along with all common parts and portions and other easement, privileges and amenities attached thereto.

AND WHEREAS Panchmahal Projects Private Limited (being the present Promoter/ Vendor herein and purchaser therein) has duly purchased the said 16 anna property from the said Balkrishna Shroff by a Deed of Conveyance dated 31st day of May, 2013 and the said Deed of Conveyance was duly registered in the office of the District Sub-Registrar, Howrah recorded in Book No. I, Volume No. 18, pages from 1117 to 1139 being No. 05339 for the year 2013 and possessed and enjoyed the said property by paying necessary municipal rates and taxes and the said 16 annas property is free from all encumbrances, lien, lispenses and charges.

AND WHEREAS after purchasing the said premises the Promoter/ Vendor herein mutated its name in respect of the said property in the records of the Howrah Municipal Corporation and obtained a sanctioned plan being building

permit No. BRC No. -142/16-17 dated 09/06/2017 for construction of a multi storied building.

AND WHEREAS after obtaining the sanctioned plan the vendor has commenced development and construction work of the said premises for construction of the multi storied building.

AND WHEREAS The Said Land is earmarked for the purpose of building a [commercial/residential/any other purpose] project only, comprising one single apartment buildings and a commercial space and the said project shall be known as 'THE GULMOHAR HEIGHTS' ("Project");

AND WHEREAS The Vendor is fully competent to enter into any Agreement and all the legal formalities with respect to the right, title and interest of the Promoter/ Vendor regarding the Said Land on which Project was constructed have been completed;

AND WHEREAS The Howrah Municipal Corporation has granted the commencement certificate to develop the Project *vide* approval dated _____ bearing no. _____;

AND WHEREAS The Vendor has obtained the final layout plan approvals for the Project from Howrah Municipal Corporation. The Vendor agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

AND WHEREAS The Vendor has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ on _____ under registration no. _____;

AND WHEREAS the Purchaser herein being desirous of owning all that the said unit/ flat, measuring _____ sq. ft. super built area situated on the _____ morefully and particularly mentioned and described in the Second Schedule hereunder written, approached the vendor and had applied for an apartment in the Project *vide* application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, type _____, on _____ floor in [tower/block/building] no. _____ ("**Building**") along with garage/closed parking no. _____ admeasuring _____ square feet in the _____ [Please insert the location of the garage/closed parking], as permissible under the applicable law and of *pro rata* share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "**Apartment**" more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**)

AND WHEREAS The Vendor agreed to sell and transfer the same to the purchaser at or for the total consideration of Rs. _____ /- (Rupees _____ only) on the terms and conditions hereinafter contained. The

Total Price above includes Taxes (consisting of tax paid or payable by the Vendor by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Vendor) up to the date of handing over the possession of the [Apartment/Plot]:

AND WHEREAS The Total Price of [Apartment/Plot] includes: 1) *pro rata* share in the Common Areas; and 2) _____ garage(s)/closed parking(s) as provided in the Agreement.

AND WHEREAS The Parties have gone through all the terms and conditions set out in the Agreement For Sale and understood the mutual rights and obligations detailed therein;

AND WHEREAS the vendor herein being fully seized and possessed of or otherwise well and sufficiently entitled as absolute owner in respect of the said unit as described in the Schedule 'B' herein below,

AND WHEREAS the construction of the said unit/ Flat on the third floor is situated is complete in all respects and possession of the said unit is ready for delivery by the vendor in favour of the purchaser.

AND WHEREAS the purchaser herein paid the entire consideration money in respect of the scheduled unit and the vendor has received the entire consideration money of Rs. _____ /- (Rupees _____ only) from the purchaser. Accordingly the vendors doth hereby convey unto the

purchaser All that the said Unit/Flat together with all that proportionate undivided share in the land comprised in the said premises. At or before the execution hereof, the purchaser has fully satisfied himself as to :

- i. The right, title and interest of the vendor to the said premises.
- ii. The workmanship and quality of construction of the said Unit/ Flat and the building and the complex, and the various installations and facilities for the common use and enjoyment.
- iii. The final Carpet Area of the Apartment.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the total sum of Rs. _____ /- (Rupees _____ only) paid by or on behalf of the purchaser to the vendor herein at or before the execution of these presents, (the receipt of which the vendor herein do hereby grant and acknowledge and of and from the same and every part thereof release, discharge and acquit the purchaser and his heirs, executors, administrators, legal representatives and assigns) the vendor do hereby grant, conveyed, sell, transfer, assign and assure unto the purchaser all that the apartment no. _____ having carpet area of _____ square feet, type _____, on _____ floor in [tower/block/building] no. _____ ("**Building**") along with garage/closed parking no. _____ admeasuring _____ square feet in the _____ [Please insert the location of the garage/closed parking], as permissible under the applicable law and of *pro rata* share in the common

areas (“**Common Areas**”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “**Apartment**” more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**), with right to free use of the staircase with undivided proportionate right in the land underneath with proportionate right in the common areas and facilities at the said premises being Holding No. 11, Mukhram Kanoria Road, Police Station – Golabari Ward No. 14 under Howrah Municipal Corporation and District : Howrah, morefully described in the First Schedule hereunder written, as shown and delineated in the map or plan annexed herewith as part hereof bordered with Red or Howsoever all structures, paths and passages, drains, sewers, water, water courses, electric installations, sanitary fittings, lights, liberties, privileges, easement right, space or places of common use, common facilities appurtenances, appertaining thereof or any part thereof AND all that rights, title, claim or demand whatsoever of the vendor herein into or upon the same and every right thereof together with all deeds, pattahs, muniments of title whatsoever which are in the possession, custody or power of vendors or any other person or persons from whom the same may be recovered without any action suit TO HAVE AND TO HOLD the same unto the purchaser absolutely and forever free from all encumbrances. The Vendor by virtue of the instant deed of indenture hereby sells, transfers and conveys all

ownership right of title and interest in the land along with all easement, quasi-easement rights, other stipulations and provisions in connection with the beneficial use and enjoyment of the said property as set out in the fourth Schedule hereunder written.

The vendor doth hereby covenant with the purchaser as follows:

- i. The interest which the vendor profess to transfer subsists and the vendor has good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the purchaser the said flat alongwith the proportionate share in the said premises in the manner aforesaid.
- ii. It shall be lawful for the purchaser from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold, use and enjoy the said flat and every part thereof and to receive the rents, issues and profits thereof without any interruption, disturbances, claim or demand whatsoever from or by the vendor or any person or persons claiming under or in trust for the vendor or the predecessor of the vendor AND freed and cleared from and against all manner of encumbrances charges, trusts liens and attachments whatsoever save only those as are expressly mentioned therein.

- iii. The vendor, unless prevented by fire or some other irresistible force or accident shall from time to time and at all times hereafter upon reasonable request of the purchaser produce or cause to be produced to the purchasers or to his attorneys or agents before or at any trial, examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the said premises and each of them and also shall at the request and cost of the purchaser deliver to the purchaser such attested or other copies or extracts therefrom as the purchaser may require and will in the meantime, unless prevented as aforesaid keep the same safe, unobliterated and uncanceled.
- iv. The vendor shall provide for and arrange the essential amenities such as water supply, electricity, fire fighting appliances including fire license etc. for the entire building. However, the purchaser shall be liable to obtain separate meters for their flat units and also renew the fire license for the building alongwith other flat owners' / unit holders through the flat owners association and bear payment of necessary charges from time to time, for which the Vendor shall not bear any liabilities or responsibilities in any manner whatsoever.

- v. The Purchasers will use the entrance passage leading to the said building, staircase, landing areas of the staircase/passage/passages or any open spaces allocated to the other flat owners of the said building.
- vi. It is made clear by the Vendor and the Purchaser agrees that the Apartment along with ____ garage/closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser . It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser of the Project.
- vii. The Vendor developed the Project in accordance with the said layout plans, floor plans and specifications. The Vendor undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the West Bengal Housing Industry Regulation Act (HIRA), 2017 and shall not have

an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act.

viii. There are no encumbrances upon the said Land or the Project;

[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

ix. The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

x. The Vendor has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Vendor in respect of the said Land and/or the Project.

xii. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other

obligations of the Vendor as per the agreement for sale relating to such development is brought to the notice of the Vendor within a period of 5 (five) years by the Purchaser from the date of handing over possession, it shall be the duty of the Vendor to rectify such defects without further charge, within 30 (thirty) days, and in the event of Vendor 's failure to rectify such defects within such time, the aggrieved Purchaser s shall be entitled to receive appropriate compensation in the manner as provided under the Act.

- xiii. The Vendor shall also provide for and arrange the essential amenities such as water supply, electricity, lift, firefighting appliances including fire license etc. for the entire building. However, the Purchaser shall be liable to obtain separate meters for their Apartment and also renew the fire license for the building along with other Purchaser/ Purchaser 's through the Apartment owners association and bear payment of necessary charges from time to time, for which the Vendor shall not bear any liabilities or responsibilities in any manner whatsoever. The Purchaser shall have the common right to enjoy the roof top along with other owners/ occupiers of the said building.

The purchaser doth hereby covenant with the vendor as follows:

- i. The purchaser and all other persons deriving title under them will at times hereafter observe the terms, conditions covenants restrictions that shall be mutually agreed with the Maintenance – in Charge engaged by the flat owner's association of the said building.
- ii. The purchaser shall not be entitled to raise any dispute against or claim any amount from the vendor on account of allegation of bad workmanship or inferior quality of materials or fittings or fixtures used in the said flat or in the building, nor on account of any constructional default in the said flat or building and shall regularly and punctually make payment of the monthly/annual maintenance charges that shall be asked for by the vendor from time to time until formation of the flat Owner's Association or a company or a person or persons as may be appointed as Maintenance-in-Charge of the premises. After appointment of the Maintenance-in-Charge, the purchaser shall pay the maintenance charges at the proportionate rate as raised by the flat owner's Association or the Maintenances-in-Charge from time to time.

- iii. All penalty, surcharge, interest, costs, charges and expenses arising out of any delay, default or negligence on the part of the purchaser in payment of all or any of the aforesaid rates, taxes, cess, duties, impositions and/or outgoings proportionately or wholly as the case may be shall be paid by the purchaser.
- iv. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th day of the month for which the same may be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7(seven) days of demand by the Flat Owners' Association or the Maintenance-in-Charge.
- v. While calculating the arrear corresponding to the purchaser's proportionate undivided area in the common areas and installations, the vendor/ the flat owner's Association/ the maintenances-in-charge shall take into account (i) the built up area of the said unit, (ii) the built up area of all the other units in the complex, (iii) the area comprised in the common areas and installations, including the roof tops of the Buildings.
- vi. The purchaser shall not make any internal constructions and/or alterations in the said flat which shall affect the structural stability

of the building structural stability of the building or shall cause stress over the load bearing walls in any manner whatsoever.

- vii. The vendor reserves the right to make construction on the roof top upon obtaining necessary permission and to sell or transfer all areas available for sell in the building to any person or persons without any obstruction from the purchaser.
- viii. Purchaser however if fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Purchaser authorizes the Vendor to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Vendor is made by the Purchaser . The Purchaser shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).
- ix. the Purchaser after execution of this Deed and after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas,

atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

- x. The Purchaser undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design.
- xi. the Purchaser shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor and thereafter the association of Purchaser s and/or

maintenance agency appointed by association of Purchasers. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

THE FIRST SCHEDULE (Schedule "A") ABOVE REFERRED TO :

(THE SAID PREMISES)

ALL THAT piece and parcel of land measuring more or less 6 (six) Cottahs 10 (Ten) Chittaks out of 19 (Nineteen) Cottahs 14 (fourteen) Chittaks together with old structure made of R.T. Shed measuring more or less 1500 Sq. feet standing thereon along with all easement, privileges and amenities attached thereto situated at Holding No. 11, Mukhram Kanoria Road, Police Station – Golabari Ward No. 14 under Howrah Municipal Corporation and District : Howrah, together with right of user over 7'-0" feet wide common passage, corresponding to Dag No. 271, 272 appertaining to Khatian No. 153 of Mouza and Police Station – Golabari, District : Howrah under Sheed No. 40, Khatian No. 153 respectively measuring 2341 and 9.35 Decimals, within the jurisdiction of Additional District Sub-Registry Office and District Sub-Registry Office at Howrah, being butted and bounded as follows :-

ON THE NORTH : Across the boundary wall property of the Railways.

ON THE SOUTH : Across the boundary wall property of the Railway

ON THE EAST : 10, Mukhram Kanoria Road

ON THE WEST : Moulana Abul Kalam Azad Road.

THE SECOND SCHEDULE (Schedule "B") ABOVE REFERRED TO

(Description of the Flat and Car Parking Spaces)

ALL THAT A residential Flat measuring super built up area of about _____ **sq. ft.** more or less having **tiles floor** consisting of ____bed rooms, One dining, One kitchen, _____Toilet, _____W.C, One Verandah as Flat No_____, on the _____**floor** of the building situated at Holding No. 11, Mukhram Kanoria Road, Police Station – Golabari, District : Howrah, Ward No. 14 under Howrah Municipal Corporation and, corresponding to Dag No. 271, 272 appertaining to Khatian No. 153 of Mouza and Police Station – Golabari, District : Howrah under Sheed No. 40 (named as_____) along with **one medium sized car parking space** having **cement flooring** on the **ground floor/basement** of the said building along with undivided title and interest in the land and common properties. The building has lift facility, (description of other amenities and facilities, if any).

THE THIRD SCHEDULE (Schedule "C")

(List of Common facilities and Common Properties)

1. Roof: The Roof and/or terrace above the top floor of the building including light, fittings, fixtures etc.
2. Passages and Lobbies: All common passages, corridors and lobbies in the building and its entrance lobby.
3. Staircase: The stair cases of the building the stair headroom.
4. Lifts: As given.

5. Electrical: The entire electrical installations, cables and equipments for providing electricity to the building and the space in the building where the same are installed including the spaces where the electrical meters and electric panel are installed as well as the light fixtures at the lift lobbies, electric panel are installed as well as the light fixtures at the lift lobbies, staircase, lobbies, corridors and other common areas of the building.

6. Water: The entire spaces, rooms, equipment, tanks, reservoirs and pipes for supply of water to the Apartments.

7. Drainage: All drains, sewers, ducts and pipes for common facilities of the Apartments.

8. Walls: All outer walls of the building, the boundary walls, main gate and shutters provided to the common entrances and other portions of the walls of the Apartments on the common passages.

9. Fire-fighting and alarm system : All the equipments, pipes and other fittings and fixtures meant for extinguishing fire in the Building including fire-extinguishers, fire panels, hooters, talk back/speaker system/MGB's hose reels, hydrants etc.

THE FOURTH SCHEDULE (Schedule "D")**(Conditions, obligations, and / or restrictions)**

1. Conditions, obligations and/or restrictions recognized and admitted by and/or to be observed and performed by the purchaser: -
 - (i) All charges for consumption of electricity for the common areas and facilities shall be borne and paid by all the Owners of the said building proportionately'.
2. The costs of the maintenance, repairs, replacements and/or installation as the case may be in respect, of common properties mentioned in the Third Schedule herein before written shall be paid by all owners proportionately.
3. The Purchaser shall at his/ her/ their own expenses get his/ her/ their names mutated in respect of the said flat.
4. If at any time additional sinking of Deep Tube Well, installation of water pump etc. be required in the said building, will be done with the mutual consent of all the Flat Owners thereof and all such expenses in connection therewith will be borne and paid by all the owners of the said building proportionately.
5. Neither of the parties hereto shall act in any manner so as to cause nuisance or annoyance to the other owners of the said building.

6. The Purchaser will obtain separate meter and/or sub-meter in her name from the CESC Limited for supply of electricity to his/her/their Flat at his/her own cost and expenses.
7. The Purchasers will not be permitted to do any such alteration in their Flat, which might damage and/or cause to damage the main structure of the said building, such as foundation/beams/supports/main walls etc.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY AND MONTH AND YEAR FIRST ABOVE WRITTEN.

Signed sealed and delivered by
the Vendor in the presence of :

1.



PANCHMAHAL PROJECTS PVT. LTD.
DIRECTOR

(Vendor)

2.

Signed sealed and delivered by
the Purchaser in the presence of :

1.

2.

(Purchaser)

MEMO OF CONSIDERATION

Received from the within named purchaser, the within mentioned consideration amount of Rs. _____ /- (Rupees _____ only) being the full consideration money paid by the Purchaser in the manner hereunder written

By Cheque on different dates

1.

2.

Vendor

Drafted by:

DATED DAY OF , 2020
=====

DEED OF CONVEYANCE

BETWEEN

**M/s. PANCHMAHAL PROJECTS
PRIVATE LIMITED**

..... VENDOR

AND

..... PURCHASER

PRADEEP KUMAR JEWRAJKA

Advocate
12, Old Post Office Street,
2nd Floor,
Kolkata – 700 001

=====