

THIS DEED OF CONVEYANCE

Made this the ____ day of ____

TWO THOUSAND AND ____

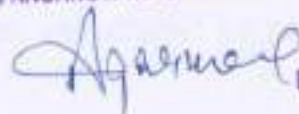
BETWEEN

- (1) **SHIVMAHIMA DEVELOPERS PRIVATE LIMITED**, having its registered office at 15B, Armenian Street, P P.O. GPO P. S. BURRABAZAR Kolkata - 700001 (PAN AASC7009Q);
- (2) **TILAK RATAN REALTORS PRIVATE LIMITED**, having its registered office at 15B, Armenian Street, P.O. GPO P. S. BURRABAZAR Kolkata - 700001(PAN AACCT7848Q)
- (3) **BRIJDHARA PROPERTIES PRIVATE LIMITED**, having its registered office at 15B, Armenian Street, P.O. GPO P. S. BURRABAZAR Kolkata - 700001 (PAN AAFCB3651G)
- (4) **MANGALDHAM REALESTATE PRIVATE LIMITED**, having its registered office at 15B, Armenian Street, P.O. GPO P. S. BURRABAZAR Kolkata - 700001 (PAN AAICM4266B); AND
- (5) **PANCHKOTI HEIGHTS PRIVATE LIMITED**, having its registered office at 15B, Armenian Street, P.O. GPO P. S. BURRABAZAR Kolkata - 700001(PAN AAHCP0162C)

All represented by their Director, **SRI VIKASH AGARWAL** son of **LATE TILAKRAJ AGARWAL** residing at **1 MERLIN PARK FLAT 3C KOLKATA-700019 (PAN ADAPA3300Q)**

hereinafter collectively referred to as the "Vendor" and/or "Promoter" and/or "Developer", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their successors in office, successors in interest and assigns) of the ONE PART.

SHIVMAHIMA DEVELOPERS PVT. LTD.
MANGALDHAM REALESTATE PVT. LTD.
BRIJDHARA PROPERTIES PVT. LTD.
TILAK RATAN REALTORS PVT. LTD.
PANCHKOTI HEIGHTS PVT. LTD.

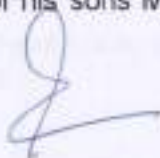

Director


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AND


_____, hereinafter called the
"BUYER" (which term or expression shall unless excluded by or repugnant to the
subject or context be deemed to mean and include _____) of
the OTHER PART.

WHEREAS :

- (1) One Munshi Mojahar Ali and Ahmed Ali were joint owners of land measuring about 1 Bigha 14 Cottahs 12 Square Feet be the same a little more or less togetherwith structures standing therein comprised in Mouza Gobra, Dihi Panchannogram, P. S. Beniapukur, Division IV, Sub Division 'O', Sub Registry Office Sealdah, District 24 Parganas.
- (2) Sometimes in the year 1919 the said Munshi Mojahar Ali and Ahmed Ali sold and transferred the said entire plot of land to one Tinkari De Sarkar and Nagendra Nath De Sarkar who upon becoming the owners thereof also applied for mutation and caused their names to be recorded in the office of the Collector, 24 Parganas.
- (3) By a Deed of Partition dated 29th March, 1932 made and executed by and between the said Tinkari De Sarkar and Nagendra Nath De Sarkar, various properties including the aforesaid land were partitioned and pursuant to such partition the said plot of land came to be exclusively allotted to Tinkari De Sarkar who became the sole and absolute owner thereof.
- (4) By a deed of sale dated 9th March, 1932 the said Tinkari De Sarkar sold and transferred the said plot of land to one Bata Krishna Das who upon such purchase became the absolute owner thereof and also applied for mutation and caused his name to be recorded with the concerned land and revenue authorities.
- (5) The said Bata Krishna Das during his life time transferred a portion of the said land to one of his sons Manmotho Das and retained the balance in his own name.



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- (6) The said Bata Krishna Das, died intestate in the year 1939, leaving behind his two sons, the said Manmotho Das and one Gopi Nath Das as his only legal heirs and successors.
 - (7) In a suit for partition being T. S. No. 42 of 1942 between the said two sons Manmotho Das and Gopi Nath Das, a compromise decree dated 21st December, 1942 came to be passed whereby and whereunder the said entire plots of land was demarcated and partitioned into two lots being Lots A & B and a common passage measuring about 2 Cottahs 04 Chittacks and 12 Square Feet was carved out for access, use and enjoyment of the said two lots, one each of the said lots being allotted to the said two sons.
 - (8) Subsequent thereto, the said Manmotho Das and Gopi Nath Das sold various portions of their respective allotments to one Prabhawati Dasi, one Sk. Sentu Sardar and one Panu Bhuiyan.
 - (9) By a Bengali sale deed dated 22nd March, 1948 and registered at the office of the S. R. Sealdah in Book No. I Volume No. 20 at pages 158 to 163 Being No. 792 of 1948, the said Prabhawati Dasi wife of Lalit Mohan Kumar sold and transferred an area of 14 Cottahs 8 Chittacks forming part of Premises No. 25, Huges Road, Kolkata together with the proportionate share or interest common passage under the said compromise decree unto and in favour of one Bhagwan Chandra Khatick.
 - (10) By another Bengali sale deed dated 23rd February, 1949 and registered at the office of the S. R. Sealdah in Book No. I Volume No. 2 Pages 1210 to 1215 Being No. 292 of 1949, the said Sk. Sentu Sardar sold and transferred an area of 10 Cottahs forming part of Premises No. 25, Huges Road, Kolkata together with the proportionate share or interest common passage under the said compromise decree unto and in favour of the said Bhagwan Chandra Khatick.
 - (11) By another Bengali sale deed dated 23rd February, 1949 and registered at the office of the S. R. Sealdah in Book No. I Volume No. 10 Pages 74 to 77 Being No. 293 of 1949, the said Panu Bhuiyan sold and transferred an area of 02 Cottahs forming part of Premises No. 25, Huges Road, Kolkata together with the proportionate share or interest common passage under the said compromise decree unto and in favour of the said Bhagwan Chandra Khatick.
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- (12) By another Bengali sale deed dated 5th march, 1953 and registered at the office of the S. R. Sealdah in Book No. I Volume No. 10 Pages 288 to 292 Being No. 546 of 1953, the said Manmotho Nath Das sold and transferred an area of 05 Cottahs forming part of Premises No. 25/1, Huges Road, Kolkata together with the proportionate share or interest common passage under the said compromise decree unto and in favour of the said Bhagwan Chandra Khatick.
- (13) Thus the said Bhagwan Chandra Khatick became the absolute owners of the entire plot of land measuring about 34 Cottahs 00 Chittack 12 Square Feet be the same a little more or less together with the structures standing thereon and also including the common passage so earmarked under the compromised decree dated 21st December, 1942.
- (14) The said Bhagwan Chandra Khatick died intestate on 20th February 1969 leaving behind surviving him 2 sons namely Murari Mohan Khatick, Madan Mohan Khatick, one daughter namely Phul Kumari Khatick and the heirs of his pre-deceased daughter Jay Laxmi Khatick who inherited his entire estate including the said property.
- (15) The said Murari Mohan Khatick had two wives namely Piyari Khatick and Saro Khatick. The said Murari Mohan Khatick died intestate on 31st July, 1984 leaving behind surviving, out of the wedlock of the first wife Piyari Khatick, since deceased his 2 (two) sons namely Ram Krishna Khatick and Bharat Khatick and 5 (five) daughters namely Sabitri Sonker, Deepa Sonker, Punam Sonker, Anusuya Khatick and Sunita Agarwal AND his second wife, the said Smt. Saro Khatick and from such wedlock 4 (four) sons and 6(six) daughters namely, Satrugnan Khatick, Durga Khatick, Shambhu Khatick, Guru Pado Khatick, Kamla Khatick, Uma Sonker, Usha Rana, Tara Sonker, Lakshmi Khatick and Lata Prasad.
- (16) The said Madan Mohan Khatick died intestate on 23rd March, 1992, leaving behind surviving him his wife Sita Khatick, 2 sons namely Amal Khatick and Gopal Khatick and 2 (two) daughters Saraswati Sonkar and Chaya Khatick and also the heirs of his predeceased son Kamal Khatick and Bimal Khatick. The said Kamal Khatick had died intestate on 3rd May, 2011, leaving behind surviving him his wife Mina Khatick and two sons Biswajit Khatick and Arjun
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Khatick. The said Bimal Khatick had died intestate on 2nd June, 2001 leaving behind surviving him his wife Rita Khatick and one daughter Supriya Khatick.

- (17) The said Phul Kumari Khatick died on 26th November, 2011 intestate leaving behind surviving her Rajen Khatick, Bijen Khatick, Subhash Khatick, Sanjay Khatick, Gouri Sonkar, Gayatri Khatick, Sima Khatick, the heirs of her predeceased son Ratank Khatick namely Savitri Khatick and Chandan Khatick and also Kaushalya Das as also the heir of her predeceased daughter Sumitra Rana namely Purnima Hari.
- (18) The said Jay Laxmi Khatick had predeceased her father, the said Bhagwan Chandra Khatick on 9th April, 1968, intestate, and is survived by her only son, Gokul Khatick as her only legal heir, her husband late Nanda Kumar Khatick having died intestate on 31st January, 1998.
- (19) The aforesaid heirs of the Bhagwan Chandra Khatick, who inherited the said property, being 40 in number, by 5 several deeds of conveyances, all dated 10th May, 2013 and all registered as in the office of the DSR – III, Alipore, South 24 Parganas, all in Book No. I, having (a) CD Volume No. 9 at Pages 4059 to 4109 Being No. 04 566 of 2013; (b) CD Volume No. 9 at Pages 4008 to 4058 Being No. 04567 of 2013; (c) CD Volume No. 9 at Pages 4110 to 4160 Being No. 04 568 of 2013; (d) CD Volume No. 9 at Pages 3957 to 4007 Being No. 04569 of 2013; and (e) CD Volume No. 9 at Pages 4214 to 4264 Being No. 04597 of 2013; sold conveyed and transferred unto and in favor of the said Panchkoti Heights Pvt. Ltd., Tilak Ratan Realtors Pvt. Ltd., Brijdhara Properties Pvt. Ltd., Mangaldham Realestate Pvt. Ltd. And Shiv Mahima Developers Pvt. Ltd., respectively, being the Promoter herein, the said property including the common passage so earmarked under the compromised decree dated 21st December, 1942 being ALL THAT the piece and parcel of land measuring out 34 Cottahs 00 Chittack 12 Square Feet be the same a little more or less being Municipal Premises Nos. 25, Dr. Ambedkar Sarani, Kolkata (previously known as Huges Road) within P. S. Topsia under Ward No. 59 (previously Ward No. 61) in Borough No. VII of the Kolkata Municipal Corporation together with the structures standing thereon (which is morefully mentioned and described in Schedule I written hereunder).
- (20) The Promoter thereafter applied for and caused its name to be recorded and mutated in the records of the Kolkata Municipal Corporation as the owner of

the said premises. The Kolkata Municipal Corporation vide its **sanction plan No. 2014070216 dated 20.03.2015** read with revised **sanction plan No. 2019070164 dated 19.03.2020** sanctioned a building in respect of the said premises for construction of a residential complex at the said premises. The said project has been named and shall be known as Elysium ("Project");

- (21) The Kolkata Municipal Corporation has granted the commencement certificate to develop the Project vide its approval dated **20.03.2015** bearing registration no. **2014070216** and accordingly the Developer has been carrying on construction thereat;
- (22) Prior to commencement of the Act, the Promoter had commenced construction and has also entered into agreements for sale of various Units within the Project. The Promoter has since been registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under registration no. _____.
- (23) The Buyer had entered into an apartment buyer agreement dated _____ ("Apartment Buyer's Agreement") by and under which the Buyer agreed to, on the terms and conditions mentioned therein, purchase and acquire the residential apartment bearing No. "_____" on the _____ Floor in Tower No. _____ which upon final measurement contains a super built-up area of _____ (_____) Square Feet equivalent to _____ (_____) Square Feet of Carpet Area more or less TOGETHER WITH the extended Terrace attached with the said residential flat No. _____ on the _____ Floor of Tower No. _____ containing by measurement super-built up area of _____ square feet equivalent to _____ (_____) Square Feet of Carpet Area be the same a little more or less. TOGETHER WITH the right to park one medium sized motor car on the Car Parking No. _____ floor under Tower _____ AS ALSO TOGETHER WITH One Servant Quarter being No. _____ on the _____ Floor in Tower No. _____ having a super built up area of _____ square feet equivalent to _____ (_____) Square Feet of Carpet Area. (hereinafter referred to as the "Apartment"), more particularly described in Schedule II, **[which has been registered with the Office of the**



_____ in Book No.1 Being No. _____ of _____. The floor plan of the Apartment is annexed hereto.

- (24) The Promoter has since completed construction of the Project and has since been granted a Completion Certificate by the Kolkata Municipal Corporation.
- (25) The Buyer had, prior to the execution of the Apartment Buyer's Agreement, examined the copy of the WBHRA Certificate and the Buyer had agreed and consented to the development of the Project on the Said Premises. The Buyer has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by Act and the Rules and has understood the documents and information in all respects.
- (26) The Buyer represents and confirms that it has inspected all the documents pertaining to the Project and the said Premises including but not limited to all the title documents and has fully satisfied itself in all respects, with regard to the right, title and interest of the Promoter in the Project and its right to convey the Apartment to the Buyer. The Buyer has also satisfied itself with the Apartment, the facilities, amenities, specifications, construction quality, measurements and other details and upon complete satisfaction of performance of all obligations under the Agreement for Sale by the Developer, the Buyer has taken possession of the said Apartment.
- (27) The Parties hereby confirm that they are signing this Conveyance Deed with full knowledge of the Applicable Laws.
- (28) The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Conveyance Deed and all applicable laws, are now willing to enter into this Conveyance Deed on the terms and conditions appearing hereinafter.

NOW THIS INDENTURE WITNESSETH

1. CONVEYANCE:

- 1.1. In consideration of the payment of the entire consideration of Rs _____/- (Rupees _____)




only) ("Total Price" as morefully described in the Schedule V written hereunder) alongwith Taxes, and the statutory and other charges by the Buyer in terms of the Apartment Buyer's Agreement and in consideration of the adherence to and compliance with various terms, conditions, covenants and obligations of the Buyer stated in this Conveyance Deed which amount has been arrived at upon due settlement of all accounts (including claims and counter claims for delay etc), the Apartment is hereby sold, conveyed and transferred in favour of the Buyer absolutely and forever, free from all encumbrances, along with proportionate undivided interest in the land appurtenant thereto as also in the Common Areas;

- 1.2. The Buyer shall have the right to the Apartment as mentioned below:
 - (i) The Buyer shall have exclusive ownership of the Apartment.
 - (ii) The Buyer shall have undivided proportionate share in the Common Areas. Since the share/ interest of the Buyer in the Common Areas is undivided and cannot be divided or separated, the Buyer shall use the Common Areas along with other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them.
- 1.3. The Buyer agrees and undertakes that the Apartment shall be treated as a single indivisible Apartment for all purposes and that common areas / services / facilities of the Complex (as mentioned in Schedule III hereto) shall be available for use and enjoyment of all buyers of the Complex.
- 1.4. The Promoter has paid / is liable for all outgoings before transferring the physical possession of the apartments to the Buyer, which it has collected from all buyers, for the payment of outgoings (including land cost, municipal or other local taxes, charges for water or electricity, maintenance charges, which are related to the Project) upto the date hereof.

2. CONSTRUCTION OF THE PROJECT AND HANDOVER OF APARTMENT:



- 2.1. The Project has been completed and the necessary occupation certificate in respect of the said Building has been obtained from the Competent Authority.
 - 2.2. The Promoter has handed over the vacant, physical and peaceful possession of the Apartment to the Buyer as per agreed specifications & amenities
 - 2.3. On and from the date of possession (or deemed possession as the case may be), the Buyer has been and shall continue to be liable to bear and pay the proportionate charges of all outgoings / charges in respect of the said Apartment as may be levied by the Association of Buyers, together with all rates, taxes, cesses, assessments, betterment charges, levies etc. payable to any Competent Authority including those as set out in Schedule IV hereunder.
 - 2.4. On and from the date of possession (or deemed possession as the case may be) of the Apartment the Buyer shall be liable to pay for the electricity water and other consumptions at the Apartment as per the bills issued by the Competent Authorities and service providers, from time to time.
 - 2.5. The Buyer hereby agrees and undertakes to be a member of the Association of Buyers and to sign and execute the application for registration, other papers and documents necessary for the formation of and registration of such Association of Buyers. The Buyer shall observe and perform all the rules, regulations of the Association of Buyers that may be specified in detail under its bye-laws.
 - 2.6. The Buyer is aware that as per the amended Income Tax Act, 1961, any payment made on or after 01.06.2013 for acquisition of any immovable property other than agricultural land is subject to Tax Deduction at Source ("TDS") at the rate of 1% where the aggregate consideration is equal to or more than Rs. 50,00,000/-. The Buyer agrees and undertakes that if the Buyer fails and / or neglects to deduct the TDS or fails to deposit the same with the authorities after such deduction, the Buyer alone shall be deemed to be an assessee in default in respect of such tax and the Promoter shall not be liable
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for any statutory obligations / liability or non-deposit of such TDS. In case the credit of TDS deducted by the Buyer is not reflected in Form No. 26AS of the Income Tax Act, 1961 and the rules thereunder, and if the original TDS certificate is not submitted by the Buyer to the Promoter then the amount of TDS shall be considered as receivable from the Buyer and shall be deemed to be a default on the part of the Buyer under the Act and the rules framed thereunder.


3. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

3.1. The Promoter hereby represent and warrant to the Buyer as follows:

- (i) The Promoter has a clear and marketable title in respect of the land comprised in the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project;
- (iii) There are no litigations pending before any Court of law or authority with respect to the said Apartment;
- (iv) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law;
- (v) 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) has been received by or served upon the Promoter in respect of the said Premises or any part thereof.

4. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ REAL ESTATE:

4.1. The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the



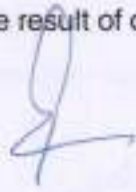
Association of Buyers which shall be a maximum of 4 months from the date of the Completion Certification and the Buyer shall ensure such take over is completed by the Association of Buyers.

- 4.2. The Buyer agrees that until handover of possession of the Maintenance by the Promoter, the Buyer shall be liable to pay maintenance charges to the Promoter, which shall be fixed by the Promoter from time to time. The Promoter shall be entitled to interest @ 18p.a. for any outstanding dues on account of Maintenance Charges. The Buyer further agrees that on the date of handover of maintenance by the Promoter to the Flat Buyers Association, the Promoter shall be entitled to adjust the outstandings of the Buyer out of the Maintenance Deposit made by the Buyer and transfer only the remaining amounts.
- 4.3. The Buyer further undertakes that upon handover of maintenance being compelled by the Promoter, the Buyer shall make up any shortfall in the Maintenance Deposit to the Association.
- 4.4. The Buyer shall pay the maintenance charges in relation to the Apartment as may be levied by the Association from time to time. It is made clear to the Buyer that the Buyer as a Member of the Association alongwith other members shall be liable to maintenance and operation of Common Areas of the Project.
- 4.5. The Buyer agrees to maintain at the close of each financial year ending on 31st March the sinking fund with the Association of Buyers computed on the basis of per square feet of the Carpet Area of the Apartment (which rate shall be uniformly applicable to all buyers at the Complex). The quantum of deposit may be altered by the Association of Buyers and the Buyer undertakes to abide by the same.
- 4.6. As and when any plant, machinery, equipment etc. within the Project including but not limited to lifts, DG sets, electric substation, pumps, firefighting equipment, etc. requires replacement, up-gradation, addition etc. the cost

thereof shall be contributed by all the buyers / occupants of apartments at the Project / Complex, as the case may be, on pro-rata basis (i.e. in proportion to the Carpet Area of the Apartment to the total Carpet Area of all the apartments in the Project / Complex, as the case may be).

- 4.7. The service areas, as located within the Project, earmarked for purposes including but not limited to electric sub-station, transformers, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses. The Buyer shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the Association of Buyers formed by the Buyers for rendering maintenance services.

5. DEFECT LIABILITY:


- 5.1. 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 Promoter as per the Apartment Buyer's Agreement is brought to the notice of the Promoter within a period of 5 (five) years by the Buyer from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days from the date of report to such effect being prepared and certified by a the Civil Engineer to be appointed by the Promoter, and in the event of Promoter' failure to rectify such defects within such time, the aggrieved Buyer shall be entitled to receive appropriate compensation in the manner as provided under the Act.
- 5.2. However, the Promoter shall not be liable for rectification of defects in the following circumstances:
- (i) if the same has resulted due to any act, omission or negligence attributable to the Buyer or non-compliance of any Applicable Laws or terms of this Deed, by the Buyer,
 - (ii) the defects that are the result of ordinary wear and tear in due course;
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- (iii) Force Majure;
- (iv) Defect occasioned by subsequent act of the Buyer or any third party;

Provided that the Buyer understands that there is a fundamental difference between hand over of the building/ constructions or infrastructure services and systems free from defects on the one hand and maintenance of handed over building/ constructions or infrastructure services and systems so as to maintain defect free functioning which by its nature is a lifelong process. Accordingly, the continued maintenance of the systems handed over would not be the responsibility of the Promoter, and the Promoter shall not be liable for rectification of any defects as a result of negligence in maintenance.


Provided further that in case any such structural defect or any other defect in workmanship, quality or provision of services by the Promoter at the Project, reasonably and in the ordinary course requires additional time beyond the said 30 (thirty) days, then the Promoter shall be entitled to the same, provided an intimation thereof has been provided to the Buyer prior to expiry of the said initial 30 (thirty) days. The Buyer hereby agrees to such additional time / extension of time without being entitled to / making any claim to receive appropriate compensation in the manner as provided under the Act and/or otherwise under the Applicable Laws.


6. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

- 6.1. The Promoter and thereafter the Association of Buyers shall have right of access to all Common Areas, garages/ covered parking and parking spaces for providing necessary maintenance services and the Buyer agrees to permit
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the Promoter and thereafter the Association of Buyers together with its men and agents, with or without material, to enter into the Apartment or any part thereof, after due notice and during the normal daytime hours, unless the circumstances warrant otherwise, with a view to set right any defect concerning the Building / Project and the Common Areas.

7. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 7.1. The Buyer shall, on and from the date of possession, possession (or deemed possession as the case may be), be solely responsible to maintain the Apartment at its 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 Common Areas or the Project which may be in violation of the Applicable Laws 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.
- 7.2. The Buyer further covenants, undertakes, assures and guarantees that it would not put any sign-board/ name-plate, neon light, publicity material or advertisement material, any stickers or allow lamination of the exterior glass, etc. on the face/ facade of the Building or anywhere on the exterior of the Project, buildings or the said Apartment or the Common Areas. The Buyer shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or permit any remodelling, alteration, variation, change or build upon the look, design, texture, fixtures, materials or any combination thereof or carry out any change in the exterior elevation or design of the Building or the Apartment. Further, the Buyer shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the Common Areas.
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- 7.3. The Buyer shall neither encroach upon the Common Areas in the Project nor store any goods, objects, articles, belongings etc. in such areas or block the same in any manner whatsoever.
- 7.4. If any damage is caused to the Common Areas or to the Project on account of any act, negligence or default on part of the Buyer or his employees, agents, servants, guests, or invitees, the Buyer shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Promoter or the Association of Buyers.
- 7.5. The Buyer shall not remove any wall, including the outer and load bearing wall of the Apartment. The Buyer is strictly prohibited from making any alterations or modifications in the Apartment or outside the Apartment to the structure or the services and systems laid out in the Apartment / Project including any changes that are either structural changes or such that would lead to disruption of the services laid out in the buildings or along the buildings for the use by one or more apartments. The Buyer shall not under any circumstances do or allow any alteration/ modification/ change to the interior walls, layout or finishes within the said Apartment save and except with the prior permission of the Association of Buyers in writing, upon having obtained necessary statutory permissions.
- 7.6. The Buyer shall not cover or construct on the balcony(ies) / open terrace(s) attached to the Apartment and shall only use the same as open balcony(ies) / terrace(s), as the case may be, and in no other manner whatsoever, nor use the same for storage. The Buyer shall also not change the outer facade of the said balcony(ies) / open terrace or use the same for storage purposes.
- 7.7. The Buyer shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Buyers. The Buyer shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
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- 7.8. The Buyer shall not use/ cause to be used the said Apartment for any purpose except residential use and shall not permit any commercial activity, and shall always ensure that the Apartment be put to residential use only. Furthermore, the Buyer specifically undertakes not to use the said Apartment or offer it to be used in any manner and/or for any activity that is prohibited/ irregular/ illegal or other activity that is hazardous or may cause a nuisance of any nature in the Project.
- 7.9. The Buyer undertakes not to sub-divide/amalgamate the Apartment(s) with any other apartment / area in the Project.
- 7.10. The name of the Complex / Project shall always be 'Elysium' and the Buyer or his lessees / occupant(s) / transferee(s) / assignee(s) or the Association of Buyers shall not be entitled to change the same.
- 7.11. The Buyer shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Apartment in the Common Areas or any portion of the Complex.
- 7.12. The Buyer shall not install any electrical or other equipments or any other installations outside the Apartment. The Buyer shall install the air-conditioning units only in the ledge specifically provided for such purposes.
- 7.13. The Buyer shall not use the lift for carrying any heavy goods or any kind of furniture or fixture, plant machinery appliances or similar things.
- 7.14. The Servant's Quarter or the Car Parking area shall not be used for any commercial purpose or storage or similar purposes.
8. **COMPLIANCE OF LAWS, NOTIFICATIONS, OTHER OBLIGATIONS ETC. BY THE PARTIES:**



8.1. The Parties are entering into this Conveyance Deed with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

8.2. The Buyer shall observe all terms and conditions of this Conveyance Deed, and also those conditions, restrictions and other stipulations imposed in respect of the Project and shall also abide by the applicable building plans and other Applicable Laws applicable to the Apartment and /or the Project.

9. PROVISIONS OF THIS CONVEYANCE DEED APPLICABLE ON BUYER/ SUBSEQUENT PURCHASERS OF THE APARTMENT:

9.1. It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent purchaser of the Apartment, as in case of a transfer, all obligations go along with the Apartment for all intents and purposes.

9.2. It is further clearly understood that all previous agreements and writings stand merged and superceded by this Conveyance Deed.

10. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE CONVEYANCE DEED:

10.1. Wherever in this Conveyance Deed it is stipulated that the Buyer has to make any payment, in common with other buyer(s) in the Project, the same shall be the proportion which the Carpet Area of the Apartment bears to the total Carpet Area of all the apartments in the Project / Complex, as the case may be.



11. DISPUTE RESOLUTION :

- 11.1. All or any dispute arising out of or touching upon or in relation to the terms and conditions of this indenture, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, failing which the same shall be settled under Arbitration and Conciliation Act, 1996.



DRAFT

SCHEDULE I

(the said premises and/or land)

ALL THAT the piece and parcel of Bastu land measuring about 34 (thirty four) Cottahs 00 (zero) Chittacks and 12 (twelve) square feet of land being Municipal Premises Nos. 25, Dr. Ambedkar Sarani, Kolkata (previously known as Huges Road) within P. S. Topsia under Ward No. 59 (previously Ward No. 61) in Borough No. VII of the Kolkata Municipal Corporation butted and bounded in the following manner:

ON THE NORTH: Partly by premises No. 23/S Dr. Ambedkar Sarani;

Partly by Premises No. 23-S/1A, Dr. Ambedkar Sarani; Partly by Premises No. 23A/1B Dr. Ambedkar Sarani & Partly by Premises No. 23A/1, Dr. Ambedkar Sarani;

ON THE EAST: By KMC Road known as Dr. Ambedkar Sarani;

ON THE SOUTH: Partly by Premies No. 27 Dr. Ambedkar Sarani & Partly vacant land;

ON THE WEST: Partly by Premises No. 23A/1 Dr. Ambedkar Sarani & Partly by Premises No. 23A/3 Dr. Ambedkar Sarani;

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

SCHEDULE II

(Apartment)

ALL THAT the Residential Flat No. ____ on the ____ Floor together with Servant's Quarter No. ____ on the ____ Floor, to contain in aggregate a super built-up area of _____ (_____) Square Feet equivalent to Carpet Area of _____ (_____) Square Feet more or less within the residential complex under construction at or within the said premises described in the First Schedule hereinabove written.



TOGETHER WITH the extended Terrace attached with the said residential flat No. _____ on the _____ Floor to contain by measurement super built up area of _____ square feet equivalent to Carpet Area of _____ (_____) _____) Square Feet be the same a little more or less.

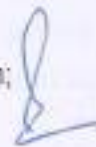
TOGETHER WITH the right to park _____ medium sized motor car on the _____ floor, having Carpet Area of _____ (_____) _____) Square Feet covered area as may be allotted by the Promoter.

TOGETHER WITH the Divided and demarcated area of Roof on the rooftop of the Top Floor to contain by measurement carpet area of _____ square feet be the same a little more or less.

SCHEDULE III

(Common Areas and Installations of the Entire Project)

1. Entrance and exit gates of the said premises
2. Paths passages and driveways in the said premises other than those reserved by the Promoter for its own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked by the Promoter for use of any Co-owner.
3. The staircases of the buildings along with their full and half landings with stair covers on the common area at the ultimate roof. The common areas will be well decorated and finished with marble or granite or vitrified tiles or equivalent flooring.
4. Roof Area demarcated for the common use by the Promoter;
5. Landscaped Garden;
6. Air Conditioned fully equipped Gymnasium;



7. Swimming pool;
8. Air-conditioned community hall with attached kitchen;
9. High end passenger lifts along with lift shafts and the lobby in front of it on typical floors and Lift machine room.
10. Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump and for supply of power in the said Unit to the extent required for running light and fan during power failure and generator room in the ground floor of the building.
11. Effective Fire fighting system designed to retard fire spread.
12. Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes therefrom connecting to different flats.
13. Water waste and sewerage evacuation pipes from the Flats to drains and sewers common to the building and from the building to the municipal drain, Garbage Chute.
14. Round the clock security with surveillance camera in all common areas with security staff room.
15. Common toilets in the Ground Floor.
16. Intercom facility.
17. Jogging Track.
18. Children's play area.
19. Boundary walls.
20. Transformer, Electric Room, Electrical fittings, staff room, maintenance office etc.

Any other common amenities installed by the Promoter specifically for common use;

SCHEDULE IV

(Common Expenses)

1. MAINTENANCE: All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and the top roof (only to the extent of leakage and drainage to the upper floors), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the building



and enjoyed or used by the co-owners in common with each other, main entrance and exit gates, landings and staircases of the said building and enjoyed by the co-owners in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said premises so enjoyed or used by the co-owners in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

2. OPERATIONAL: All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (including, Lifts, Water Pump with Motor, Generator, Fire Fighting Equipments and accessories, CCTV, Security Systems, Deep Tube Well, Equipments and accessories in or for the entertainment / fitness areas or the air-conditioned hall, Swimming Pool Gymnasium etc.) and also the costs of repairing, renovating and replacing the same.
3. STAFF: The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus and other emoluments and benefits.
4. TAXES: Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any unit).
5. INSURANCE: Insurance premium, if incurred for insurance of the said building and premises and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. COMMON UTILITIES: Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.
7. RESERVES: Creation of funds for replacement, renovation and/or other periodic expenses.
8. OTHERS: All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance Company for the common purposes.



SCHEDULE V

(Consideration / Total Price)

The consideration payable by the Allottee to the Developer for sale of the said Unit shall be as follows:-

Sl. No.	Towards the amount payable for:	Amount in Rupees
1.	The residential flat	*****
2.	The car parking	*****
3.	The Servant Quarter	*****
	Total amount	*****

Alongwith applicable GST

Additional Payments:

- i. Generator Power Rs. 25,000/- per KVA payable at the time of possession;
- ii. Transformer, CESC Security Deposit and Electrical Expenses - as per actual to be determined by the Promoter payable at the time of possession;
- iii. Formation of Maintenance Company / Association @ Rs. 10,000/- per Unit payable at the time of possession;
- iv. Maintenance Deposit @ Rs. 2.50/- per square feet per month, for one year payable at the time of possession;
- v. Sinking fund @ Rs. 30.00/- per square feet payable at the time of possession.
- vi. Legal charges – Rs. 15/- per square feet of super built up area,;
- vii. Taxes as applicable;



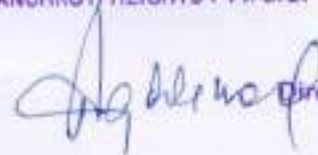
IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED

By the **PROMOTER** at Kolkata

in the presence of:

SHIVMAHIMA DEVELOPERS PVT. LTD.
MANGALDHAM REALESTATE PVT. LTD.
BRIJDHARA PROPERTIES PVT. LTD.
TILAKRATAN REALTORS PVT. LTD.
PANCHKOTI HEIGHTS PVT. LTD.

 Director

SIGNED SEALED AND DELIVERED

By the **BUYER** at Kolkata

in the presence of:

RECEIVED of and from the within named Buyer the sum of Rs. _____/- (Rupees _____) only towards and being the Total Price payable by the Buyer to the Developer, as per Memo below:

MEMO OF CONSIDERATION

Serial No.	Cheque / D. D. No.	Dated	Drawn on	Amount in Rs.
TDS				

(Promoter)



Witnesses:

1.

2.

Drafted by me

(Aditya Kanodia)
Advocate, High Court, Calcutta
Enrolment No. : F/889/2006

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DATED THIS THE DAY OF , 20__

BETWEEN

M/S. SHIV MAHIMA DEVELOPERS PVT LTD & ors.
- Seller

AND

- Buyer

DEED OF CONVEYANCE

In respect of Unit ____ on the ____ Floor
at

"ELYSIUM"

25, Dr. Ambedkar Sarani,
Kolkata

ADITYA KANODIA

Advocate

Temple Chambers, 4th Floor,
6, Old Post Office Street,
Kolkata - 700 001
033-2262-5739

kanodia.solicitors@gmail.com