

DEED OF CONVEYANCE

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**THIS INDENTURE IS MADE ON THIS THE
_____ DAY OF _____, 2026 AT
MALDA**

**DEED OF SALE OF COMMERCIAL SPACE ON OWNERSHIP BASIS AT PRM
ICON.**

A Commercial Premises having Marble/Tiles Flooring, being unit No.

_____ **having a Carpet Area of ____ Sq Ft, Built Up Area of ____
Sq Ft & Super Built-up Area: ____ Sq. Ft.** being at _____ **Floor** of the
Complex named & designed as **“PRM ICON”** together with
undivided/unpartitioned proportionate share in the common areas (as defined
under clause (n) of Section 2 of the RERA Act) on which the said premises
stands in common with the other occupiers of the said Complex together with
right to use the common amenities and facilities of the entire project in common
with other occupants.

CONSIDERATION : Rs. _____/-

LAND AREA ON WHICH THE : 52.88 DECIMAL.
COMPLEX STANDS

R.S. PLOT NO. : 2197

L.R. PLOT NO. : 2197

L.R. KHATIAN NO. : 2170, 2172, 2174 & 2866

J.L. NO. : 88

MOUZA : UTTAR JADUPUR

P.S. : ENGLISH BAZAAR

DISTRICT : MALDA

WITHIN THE AREA OF JADUPUR – I GRAM PANCHAYAT

B E T W E E N

1. **MR. SOUMEN SAHA** (having PAN **BOFPS3412G** and Aadhaar No.**4064 3654 9125**), son of Mr. Amal Saha, Indian by citizen, Hindu by faith, Business by occupation, resident of 1 Nang Gabhah Kaloni, Post Office: Malda, Police Station: English Bazar, District: Malda, PIN 732101, West Bengal;
2. **MR. JWEL RAHAMAN** (having PAN **AVIPR2327Q** and Aadhaar No.**3505 6219 5177**), son of Mr. Anisur Rahaman, Indian by citizen, Muslim by faith, Business by occupation, resident of Unic Education Maheshmati, Post Office: Malda, Police Station: English Bazar, District: Malda, PIN 732101, West Bengal;
3. **MR. NANTU BALA** (having PAN **AHFPB2581B** and Aadhaar No. **4215 8744 2433**),son of Late Tarapada Bala, Indian by Citizen, Hindu by faith, Business by Occupation, resident of Sankarpur, Gazole, Rangabhita, Post Office: Gazole, Police Station: Gazole, District: Malda, PIN 732124, West Bengal;
4. **MR. PINTU SAHA** (having PAN **CIAPS8855F** and Aadhaar No. **9881 9065 9787**),son of Mr. Amal Saha, Indian by Citizen, Hindu by faith, Business by Occupation, resident of Hatkhola, Bibigram, Post Office: Malda, Police Station: English Bazar, District: Malda, PIN 732101, West Bengal;

--- hereinafter the above named Vendor No. 1, 2, 3 & 4 jointly and collectively called and referred to as the **VENDORS/FIRST PARTY** of the **FIRST PART**.

The Vendors hereof **MR. SOUMEN SAHA, MR. JWEL RAHAMAN, MR. NANTU BALA** and **MR. PINTU SAHA** are represented by their Constituted Attorney **PRM REAL ESTATE PRIVATE LIMITED**, duly appointed by virtue of a Development Power of Attorney, registered in the Office of the District Sub-Registrar, Malda and recorded in Book No. I, Volume No 0901-2025, Page from 160008 to 160027, being document No. 090111646 for the year 2025, being represented by its Director **Mr. Umang Mittal (having PAN BUWPM9088F and Aadhaar No. 9441 0996 0568)**, Son of Mr. Prem Kumar Agarwal, resident

of Shanti Warehouse Corporation, 3rd Mile, Sevoke Road, Siliguri, P.O.-Salugara, P.S.-Bhaktinagar, District - Jalpaiguri, PIN-734008, in the State of West Bengal, duly authorized by virtue of a board resolution dated 18th September, 2019.

A N D

_____, (PAN _____), CIN _____, _____/LLPIN _____) an Individual/Company/Partnership Firm, having its registered office at _____, represented by its Authorized Signatory **MR./MRS. (PAN _____) (Aadhaar No. _____)** S/o. _____, residing at _____ --- hereinafter jointly and collectively called **PURCHASER/SEOCND PARTY/BUYER** (which expression shall mean and include unless excluded by or repugnant to the context his/her/their heirs, successors, representative, administrators, executors and assigns) of the **SECOND PART**.

A N D

PRM REAL ESTATE PRIVATE LIMITED (having CIN **U70101WB2007PTC112485**) (PAN **AACCV4148F**), a private limited company governed by the provisions of the Companies Act, 2013, having its registered office at Jeevandeep Complex, 4th Mile, Sevoke Road, Salugara, Siliguri, Post Office Salugara, Police Station Bhaktinagar, District Jalpaiguri, PIN 734008 in the State of West Bengal, represented by its Director **Mr. Umang Mittal (having PAN BUWPM9088F and Aadhaar No. 9441 0996 0568)**, Son of Mr. Prem Kumar Agarwal, resident of Shanti Warehouse Corporation, 3rd Mile, Sevoke Road, Siliguri, P.O.- Salugara, P.S.-Bhaktinagar, District - Jalpaiguri, PIN-734008, in the State of West Bengal, duly authorized by virtue of a board resolution dated 18th September, 2019, duly authorized by virtue of a board resolution dated 18th June, 2024, hereinafter called the "**CONFIRMING PARTY/DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to include its executors, successors-in-office, representatives, administrators and assignees) of the **THIRD PART**.

The Vendors, Purchaser and Developer shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

A. **WHEREAS** the land owner no.1 MR. SOUMEN SAHA acquired all that piece and parcel of land measuring 5 Decimal appertaining to and forming part of R.S. Plot No. 2197 recorded in Khatian No. 982 of Mouza – Uttar Jodupur in the District of Malda by virtue of registered Deed of Conveyance executed by one RAM CHANDRA CHAUDHURY & PANKAJ ADHIKARY and registered at

the office of the Additional District Sub-Registrar, Malda and recorded in Book No. I, being Document No. 6988 for the year 2011.

- B. **AND WHEREAS** the land owner no.1 MR. SOUMEN SAHA also acquired all that piece and parcel of land measuring 15 Decimal appertaining to and forming part of R.S. Plot No. 2197 recorded in Khatian No. 982 of Mouza – Uttar Jodupur in the District of Malda by virtue of registered Deed of Conveyance executed by one RAM CHANDRA CHAUDHURY & SOMA MAJUMDER and registered at the office of the Additional District Sub-Registrar, Malda and recorded in Book No. I, being Document No. 6992 for the year 2011.
- C. **AND WHEREAS** the land owner no.2 MR. JWEL RAHAMAN acquired all that piece and parcel of land measuring 2.5 Decimal appertaining to and forming part of R.S. Plot No. 2197 recorded in Khatian No. 982 of Mouza – Uttar Jodupur in the District of Malda by virtue of registered Deed of Conveyance executed by one RAM CHANDRA CHAUDHURY & PANKAJ ADHIKARY and registered at the office of the Additional District Sub-Registrar, Malda and recorded in Book No. I, being Document No. 6990 for the year 2011.
- D. **AND WHEREAS** the land owner no.2 MR. JWEL RAHAMAN also acquired all that piece and parcel of land measuring 12.41 Decimal appertaining to and forming part of R.S. Plot No. 2197 recorded in Khatian No. 982 of Mouza – Uttar Jodupur in the District of Malda by virtue of registered Deed of Conveyance executed by one RAM CHANDRA CHAUDHURY & SOMA MAJUMDER and registered at the office of the Additional District Sub-Registrar, Malda and recorded in Book No. I, being Document No. 6991 for the year 2011.
- E. **AND WHEREAS** the land owner no.3 MR. NANTU BALA acquired all that piece and parcel of land measuring 11.5 Decimal appertaining to and forming part of R.S. Plot No. 2197 recorded in Khatian No. 982 of Mouza – Uttar Jodupur in the District of Malda by virtue of registered Deed of Conveyance executed by one ASHWANI MANDAL & 3 OTHERS and registered at the office of the Additional District Sub-Registrar, Malda and recorded in Book No. I, being Document No. 6993 for the year 2011.
- F. **AND WHEREAS** the land owner no.4 MR. PINTU SAHA acquired all that piece and parcel of land measuring 3.17 Decimal appertaining to and forming part of R.S. Plot No. 2197 recorded in Khatian No. 982 of Mouza – Uttar Jodupur in the District of Malda by virtue of registered Deed of Conveyance executed by one JUTHIKA BHATTACHARYA and registered at

the office of the Additional District Sub-Registrar, Malda and recorded in Book No. I, being Document No. 6089 for the year 2015.

- G. **AND WHEREAS** the land owner no.4 MR. PINTU SAHA also acquired all that piece and parcel of land measuring 3.3 Decimal appertaining to and forming part of R.S. Plot No. 2197 recorded in Khatian No. 982 of Mouza – Uttar Jodupur in the District of Malda by virtue of registered Deed of Conveyance executed by one BAIDYA NATH MANDAL and registered at the office of the Additional District Sub-Registrar, Malda and recorded in Book No. I, being Document No. 545 for the year 2015.**AND WHEREAS** the Vendors herein being the Owner of the said Land have duly converted the character of the said from “*Nama / Danga*” to Shopping Mall / Commercial for development of R.S. Plot Nos. 2211, 2212, 2213 and 2223 corresponding to L.R. Dag Nos. 2211, 2212, 2213 and 2223, recorded in L.R. Khatian Nos. 3556, 3557, 4988 and 4991, lying and situated in Mouza - Uttar Jadupur, J.L. No.88, within the jurisdiction of Jadupur Gram Panchayat, Police Station - English Bazar, District – Malda, West Bengal.
- H. **WHEREAS** the Land Owners are the joint, absolute & recorded owner in possession of all that piece or parcel of land measuring 52.88 Decimal equivalent to 32 Katha, more or less, appertaining to and forming part of R.S./L.R. Plot No.2197, presently recorded in L.R. Khatian Nos. 2170, 2172, 2174 and 2866 of Mouza Uttar Jodupur, J.L. No. 88, Police Station English Bazar, within the jurisdiction of Ward No.3 of English Bazar Municipality, Holding No.27/1, District Malda (“**Said Land**”), more fully described in the **SCHEDULE A**.
- I. **AND WHEREAS** the Vendors above named being desirous of constructing a multi-storied Shopping Mall / Commercial Building for purpose of Assigning them on Ownership basis to various intending customers/buyers on the aforesaid land but not being in a position to put their contemplation and scheme into action due to shortage of fund and lack of experience, were in search of a developer who could construct the residential Building for mutual benefit.
- J. **AND WHEREAS** the DEVELOPER hereof **PRM REAL ESTATE PRIVATE LIMITED** and its Directors are bona-fide and renowned developer/Promoter/Contractor/ Builder having experience in design and construction and adequate resources of finance in construction of multistoried building and has got standing goodwill and reputation to collect/ advance/securities during the tenure of construction.

- K. **AND WHEREAS** the Vendors came to know about the credential of the Developer, the Vendors approaches the Developer to construct a Multistoried building on the land as above referred and fully described in the schedule A given below either building wise/block wise or in piece meals on the basis of the map to be approved by the competent authority or as to be mutually agreed upon by both the parties taking into account or consideration the maximum utility of the land. The developer shall do all such construction from its own resources, efforts and endeavors and shall recover the investment cost by selling/leasing the construction blocks/building/ utility areas/common spaces to the intending buyers/Allottees/ company's/ organizations/co-operatives and/or as deemed fit from its allocated share.
- L. **AND WHEREAS** to avoid future disputes and misunderstandings the Vendors and the Developer hereof enter into a development agreement containing mutually agreed terms and conditions as laid down in the **Development Agreement Dated 12th June, 2025** duly registered at the office of the District Sub-Registrar, Malda and recorded in Book No. I, Volume No 0901-2025, Page from 142444 to 142495, being document No. 090110456 for the year 2025.
- M. **AND WHEREAS** the First Party, vide a Development Power of Attorney dated 18.07.2025 duly registered at the office of the District Sub Registrar, Malda and recorded in Book No. I, Volume No 0901-2025, Page from 160008 to 160027, being document No. 090111646 for the year 2025 have empowered PRM Real Estate Private Limited to execute Sale agreement, Deeds, Declaration, Affidavit in the joint name of the First Party and the Developer to assign and allot or dispose of the said property or part thereof including the built-up area constructed on the scheduled A land and to receive advance/assignment amount /token fees and other consideration amount from the Allottees.
- N. The Developer/Vendors is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Vendors regarding the Said Land on which Project is to be constructed have been completed;
- O. The Said Land is earmarked for the purpose of a construction of Commercial Building for Mercantile & Retail Purpose, duly approved by the English Bazaar Municipality vide Sanctioned Plan No. **SWS-OBPAS/0801/2025/0303** dated 18.02.2026 comprising of (B+LG+UG+5+Part 6) Storied Commercial Building shall be known as '**PRM ICON**';

- P. **AND WHEREAS** the Developer has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at West Bengal vide RERA No. _____; on _____.2026 under registration.
- Q. **AND WHEREAS** by an Agreement to Sell dated _____ the Purchaser has agreed to purchase All That commercial space Being Unit No. _____ **having a Carpet Area of _____ Sq. Ft., Built Up Area of _____ Sq. Ft. & Super Built-up Area of _____ Sq. Ft. being at _____ Floor** of the Complex named & designed as “**PRM ICON**”, 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, as described under “**Schedule B**” below in lieu of the total consideration as set out under Memo of Consideration hereunder written.
- R. **AND WHEREAS** the Purchaser has/have in terms of his/her/their Agreement for Sale has made full payment of the consideration and has called upon the Vendors/Developer to execute and register the Conveyance in respect of the said Commercial Space.
- S. **AND WHEREAS** the Purchaser has taken complete inspection of the said commercial space and the said new building block wherein the same is situated and the Developer is fully satisfied with the layout, location, workmanship, measurement and the amenities provided and the Purchaser has no manner of grievance whatsoever.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS

1. That in consideration of a sum of **Rs. _____/- (Rupees _____)** **only** excluding all taxes as may be applicable, paid by the Purchaser to the Vendor/Developer, the receipt of which is acknowledged by the Vendor/Developer by execution of these presents more fully described in “Schedule E” below and grants full discharge to the Purchaser from the payment thereof and the Vendor/Developer do hereby convey and transfer absolutely the “Schedule -B” property to the purchaser who will/shall now **HAVE AND HOLD** the same absolutely and forever free from all encumbrances and charges subject to the payment of proportionate rent, etc. to the Govt. of West Bengal.
2. **SATISFACTION OF BUYER: THAT** the Purchaser/s has/have examined and inspected the Documents of title of the Vendor/s, Site Plan, Building Plan, Foundation Plan, Structural details of beams and slabs, Typical Floor Plan,

Front Elevation, Rear Elevation/Sectional Elevation details of staircase as well as the COMMON PORTIONS & AREAS and COMMON PROVISIONS & UTILITIES and have also seen and inspected the construction work of the BUILDING to the extent constructed as on the date of execution of these presents and have satisfied himself/herself/themselves about the standard of construction thereof including that of the Schedule-B property purchased by the purchaser/s and shall have no claim whatsoever upon the Vendor/Developer as to construction plan, quality of materials used or standard of workmanship in the construction thereof including foundation of the BUILDING and/or development, installation, erection and construction of the COMMON PROVISIONS & UTILITIES as more fully described in the Schedule “D” below.

3. **MEASUREMENT: THAT** the measurement of the Said Shop/ Office/ Godown/ Commercial Premises as mentioned in this Deed is the final measurement of the Said Shop/ Office/ Godown/ Commercial Premises which has been certified by Mass & Void Architect which has been verified and agreed by the Buyer, who hereby covenants the satisfaction of the measurement of the built-up area.

4. **CREATION OF RIGHTS: THAT** the Second Party shall have all rights, title and interest in the property sold and conveyed to him/her/them/it and shall hold and enjoy the same without any interruption or obstruction whatsoever from the First Party/Third Party or anybody claiming through or under it and all rights, title and interest which are vested in the First Party/Third Party with respect to the Schedule “B” property and shall henceforth vest in the Second Party to whom said property has/have been conveyed absolutely.

5. **RIGHT AGAINST ENCROACHMENT: THAT** the Second Party shall not encroach upon any portion of land or buildings carved out by the First Party/Third Party for the purpose of the road, landings stairs, passages, corridors, etc. or other community purposes and in the event of encroachment, the First Party/Third Party or the executive body or any authority of the occupants of the building acting as such at the relevant time shall be entitled to remove such unauthorized act or nuisance by force and the Second Party shall be legally bound to repay the entire cost and expenses including damages if any as will be caused by such nuisance and its subsequent removal.

6. **PRESERVATION OF COMMON AREA: THAT** the Second Party further covenants with the First Party/Third Party not to injure harm or cause damage to any part of the building including common portions and areas as well the common provisions and utilities by making or causing any sort of alteration or withdrawal of any support or causing any construction, addition or deletion

thereof or otherwise in any manner whatsoever and in the event of contrary the Second Party shall be fully responsible for it. The First Party/Third Party shall not be held responsible in any manner whatsoever for the same.

7. **USE OF THE PROPERTY: THAT** the Second Party hereby covenants with the First Party/Third Party not to dismantle the Schedule “B” property and part thereof hereby sold and conveyed in favour of the Second Party and the same shall be held by the Second Party exclusively for Office/business purposes.

8. **ALTERATION: THAT** the Second Party shall not make any such addition or alteration in the Complex as may cause blockage or interruption in the smooth flow of common areas and facilities within the complex and to cause any structural damage or encroachment on the structure of the building(s) in the complex.

9. **SUB DIVIDE OR DEMOLISH:** That the Second Party have agreed that he/she/they/it shall not sub-divide or demolish any structure of the schedule “B” property and the complex as a whole without the prior approval and consent of the First Party/Third Party and/or the local authority, if required. The Second Party, however, undertakes that he/she/they/it shall not divide/sub- divide the schedule “B” property in any manner. The Second Party shall also not change the colour and facade of outer walls of his/her/their/its Complex.

10. **RESTRICTION ON DISPLAY OF SIGNAGE:** That the Second Party shall use the designated signage space in the shop front as approved by the First Party/Third Party within the said Complex..

11. **DECLARATION OF FIRST PARTY/THIRD PARTY : THAT** the First Party/Third Party declares that the interest which it professes to transfer hereof subsists as on the date of these presents and that the First Party/Third Party have not previously transferred, mortgaged, contracted for sale or otherwise said below schedule “B” property or any part thereof to or in favour of any other party or person/s and that the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and is free from all encumbrances whatsoever and that the recitals made hereinabove and hereinafter are all true and in the event of any contrary the First Party/Third Party shall be liable to make good the loss or injury which the Second Party may suffer or sustain there from and also be liable to compensate the Second Party for the same.

12. **COVENANT TO SECOND PARTY: THAT** the Frist Party further

covenants with the Second Party that if for any defect of title or for act done or suffered to be done by the First Party, the Second Party is/are deprived of ownership or of possession of the said premises described in the Schedule **"B"** below or any part thereof in future, then the First Party/Third Party shall return to the Second Party the full or proportionate part of the consideration money as the case may be.

13. TENANCY RIGHT: THAT the First Party/Third Party do hereby covenants with the Second Party that the tenancy rights under which Schedule **"A"** property is held by the First Party/Third Party under the superior landlord the State of West Bengal is good and effectual and the interest which the First Party/Third Party proposes to transfer subsists and the First Party/Third Party have full right and authority in Schedule **"B"** property to transfer the undivided right in the land to the Second Party in the manner as aforesaid and the Second Party shall hereinafter peacefully and quietly possess and enjoy the Schedule **"B"** property without any obstruction or hindrance whatsoever.

14. NO HINDRANCE FROM FIRST PARTY: THAT the Second Party shall not do any act, deed or thing whereby the development/construction of the said building/Complex is in any way hindered or impeded with nor shall prevent the First Party/Third Party from selling, transferring assigning or disposing of unsold portion of right, title and interest therein or appurtenant thereto.

15. PAYMENT ACKNOWLEDGEMENT: THAT full consideration of **Rs.** _____ **/- (Rupees _____) only** (excluding all taxes as may be applicable) has been made and the First Party/Third Party hereby acknowledges the receipt of the full and final payment of consideration amount. The Consideration amount shall include all the followings:

15.1 SPECIAL AMENITIES/FACILITIES: providing any special amenities/ facilities in the Common Portions (save and except those described in the **D Schedule** below) and improved specifications of construction of the Said Shop/ Office/ Godown/ Commercial Premises and/or the Said Building/Complex, proportionately.

15.2 ELECTRICITY: obtaining HT/LT electricity supply from the supply agency, & Generator & Water charges, with applicable Goods & Service Tax based on the super built-up area of Said commercial /office space/ Unit/ Premises. However, this price does not include charges applicable for Individual Electricity Meter Security Deposit to the WBSEDCL as and when applicable and other charges as applicable specifically mentioned other clauses.

15.3 ELECTRICITY METER FOR COMMON PORTIONS: security deposit and all other billed charges of the supply agency for providing electricity/meter to the Common Portions, proportionately.

15.4 BETTERMENT FEES: betterment or other levies as has been charged/ imposed by any government authorities or statutory bodies on the Said Property or the Said Premises and Appurtenances or its transfer in terms hereof, proportionately.

15.5 COMMON EXPENSES/MAINTENANCE CHARGES AND RATES & TAXES: Common expenses/maintenance charges described in the **C Schedule** below (**Common Expenses/Maintenance Charges**), proportionately till the Date of Possession (i.e. on the date of issue of letter from the Vendors to the Second Party on this behalf and shall be deemed to be the date on which the possession has been handed over to the Buyer). It is clarified that the Common Expenses/Maintenance Charges shall include cost of operation, maintenance, repair and replacement of the components of the Common Portions. It is clarified that (1) the Said Complex shall be maintained till the date of Possession the Third Party as per the initial terms of the Agreement and thereafter through the Association (formed by the residents/owners of the Complex) and (2) the supervision of maintenance of the Said Complex shall be handed over by the Vendors to a body of premises owners of the Said Complex, which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1972 (Association) upon formation. It is clarified that no Common Expenses/ Maintenance Charges shall be payable by the Vendors towards the unsold premises of the Said Complex. It is agreed that, since the premises are commercial property/mall, the vendors/developers/association shall collect CAM charges directly from the lessees in case the premises is leased to outside parties. However, if the premises are either vacant or self-operated by the purchaser, the purchaser shall be liable to pay CAM charges at the rate of Rs. 15/- per sq. ft. (or such other rate as may be determined from time to time) to the vendors/developers/association.

16. COMMON EXPENSES POST HAND OVER OF POSSESSION: All expenses of common nature more specifically defined in **Schedule C** shall be borne by the Vendors/Owners of the Premises after the handover of

possession. Also, it has been agreed that common expenditure will be divided among the buyers only and no expenses will be borne by the Vendor for unsold premises.

17. HAND OVER OF POSSESSION: Subject to other clauses, the Buyer shall be deemed to have been handed over the Possession of the **Schedule B** property on and from the date of issue of a letter in this behalf.

18. ELECTRICITY CONNECTION: THAT the Second Party have to obtain his/her/their/its own independent electric connection from the WBSEDCL for his/her/their/it electric requirement and the connection charges as well as the electric consumption bill will be paid by the Second Party. The First Party/Third Party shall not have any responsibility or any liability in this respect.

19. CONTINUING CONSTRUCTION BY VENDORS: The Vendors shall continue construction, completion, up-gradation and beautification for finishing the Complex and its common area, however the premises as mentioned in "**SCHEDULE B**" below, i.e. the Unit has been completed upto the satisfaction of the Buyer.

20. QUALITY, WORKMANSHIP AND ACCEPTANCE OF VARIATIONS ETC.: The decision of the Architect regarding quality, workmanship and variations is final and binding on the Parties. The Buyer hereby consents to the variations, modifications or alterations as may be recommended by the Architect post the registration of these present, however the First Party/Third Party covenant that in no case there will be any alteration made to the building structure and/or the Scheduled B property and the Buyer hereby further agrees not to raise any objection to the Vendors and/or the Architect making any other variations, modifications or alterations.

21. COMPLETE SATISFACTION ON POSSESSION: On the Date of Possession, the Buyer shall be deemed to be completely satisfied with all aspects of the Said Unit, including the super built up area of the Said Unit/Premises.

22. COMMENCEMENT OF OUTGOINGS: From the Date of Possession Notice, all outgoings in respect of the Said Premises And Appurtenances, including Rates & Taxes shall become payable by the buyer.

23. COMMON PORTIONS: The Vendors shall maintain the Common Portions until the Vendors shall hand over management and upkeep of all Common Portions to the Association (the First Committee of which shall be

nominated by the Vendors) and for the formation of which the Buyer hereby grant a Specific Power of Attorney to the Vendors/Developer.

24. BUYER AWARE OF AND SATISFIED WITH COMMON PORTIONS AND SPECIFICATIONS: The Buyer, is/are fully satisfied and have complete knowledge of the Common Portions, Specified Facilities, Specifications and all other ancillary matters. The Buyer has examined and is acquainted with the Said Complex and acknowledges that the Buyer shall neither have nor shall claim any right over any portion of the Said Building and/or any Wing of the Said Complex **save and except** the Said Premises And Appurtenances.

25. NO OBSTRUCTION BY BUYER TO FURTHER CONSTRUCTION: The Vendors/Developer shall be entitled to make other constructions elsewhere on the Said Property/Said Phase/Said Complex and the Buyer shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Buyer due to and arising out of the said construction/ developmental activity. The Buyer also admits and accepts that the Vendors and/or employees and/or agents and/or contractors and/or sub-contractors appointed by the Vendors shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Buyer shall not raise any objection in any manner whatsoever with regard thereto.

26. VARIABLE NATURE OF LAND SHARE AND SHARE IN COMMON PORTIONS: The Buyer fully comprehends and accepts that (1) the Land Share, the Share in Common Portions is a notional proportion that the Said Premises bears to the currently built/used area of the Said Building/Said Phase/Said Complex (2) if the area of the Said Building/Said Phase/Said Complex is recomputed by the Vendors, then the Land Share, the Share in Common Portions shall vary accordingly and proportionately and the Buyer shall not question any variation (including diminution) therein (3) the Buyer shall not demand any refund of the Total Price paid by the Buyer on the ground of or by reason of any variation of the Land Share, the Share in Common Portions and (4) the Land Share, the Share In Common Portions are not be divisible and partible and the Buyer shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Vendors in future, in its absolute discretion.

27. EXTENSION OF PROJECT: If need be and situation persists, the Vendors may extend the project onto a bigger project as deemed fit by the Vendors/Developer and the proportion defined in clauses 27 & 28 shall be proportioned after inculcating such extensions and the Buyer hereof gives his/her/their/it's NOC in this regard.

28. BUYER TO PARTICIPATE IN FORMATION OF ASSOCIATION: The Buyer admits and accepts that the Buyer and other Future Buyers of Units who may hereinafter acquire any unit in the Said Complex shall form the Association as per the prevailing law and the Buyer shall become a member thereof.

29. OBLIGATIONS OF BUYER: The Buyer shall:

- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building, the Said Phase, the Said Complex by the Vendors/the Facility Manager/the Association (upon formation).
- (b) **Observing Rules:** observe the rules framed from time to time by the Vendors/the Facility Manager/the Association (upon formation) for the beneficial common enjoyment of the Said Building or the Said Complex.
- (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Premises and Appurtenances from the date of Possession and further for the Common Portions on pro-rata basis.
- (d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Premises only through the ducts and pipes provided there- for, ensuring that no inconvenience is caused to the Vendors or to the other Unit/Premises Owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Buyer shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building, the Said Property, the Said Phase and outside walls of the Said Building **save** in the manner indicated by the Vendors/the Association (upon formation). The Vendors shall endeavor to provide conduits for T.V. cable line or DTH connection (if any).
- (e) **Commercial Use:** use the Said Premises for commercial purpose only. Under no circumstances shall the Buyer use or allow the Said Premises to be used for residential purposes. The Buyer shall also not use or allow the Said Premises to be used for illegal or immoral purposes.
- (f) **No Alteration:** not to alter, modify or in any manner change the

(1) elevation and exterior colour scheme of the Said Premises and the Said Building/Complex and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Premises. In the event the Buyer makes any alterations/changes, the Buyer shall compensate the Vendors/the Association (upon formation) (as the case may be) as estimated by the Vendors/the Association (upon formation) for restoring it to its original state.

- (g) **No Structural Alteration and Prohibited Installations:** not to alter, modify or in any manner change the structure or any civil construction in the Said Premises and Appurtenances or the Common Portions or the Said Building/Complex. The Buyer shall not install any dish-antenna on the complex. The Buyer shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Vendors, it being clearly understood by the Buyer that no out-door units of split air-conditioners will be installed on the external walls of the Said Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Buyer shall install the out-door unit of the same either inside the Buyer's on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place.
- (h) **No Sub-Division:** not to sub-divide the Said Premises and Appurtenances and the Common Portions, under any circumstances.
- (i) **No Changing of Name:** not to change/alter/modify the names of the Said Building and the Said Complex from that mentioned in the brochure or advertisement or RERA.
- (j) **No Nuisance and Disturbance:** not to use the Said Premises or the Common Portions if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.
- (k) **No Storage:** not to store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.

- (l) **No Obstruction to Vendor/Facility Manager/ Association:** not to obstruct the Vendors/Developer/the Facility Manager/the Association (upon formation) in their acts relating to the Common Portions and not obstruct the Vendors/Developer in constructing on other portions of the Said Building and/or the Said Complex/Said Property and selling or granting rights to any person on any part of the Said Building/ Said Complex/Said Property (excepting the Said Premises hereby sold).
- (m) **No Obstruction of Common Portions/Specified Facilities:** not to obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Premises, if any.
- (n) **No Violating the Rules:** not to violate any of the rules and/or regulations laid down by the Vendors/Developer/the Facility Manager/the Association (upon formation) for the use of the Common Portions.
- (o) **No Throwing of Refuse:** not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions and the Specified Facilities save at the places indicated there-for.
- (p) **No Injurious Activities:** not to carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Premises and the Common Portions.
- (q) **No Storing Hazardous Articles:** not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Premises.
- (r) **No Signage:** The Buyer cannot put up or affix any sign board, name plate or other things or other similar articles in the Common Portions and the Specified Facilities or outside walls of the Said Premises/Said Building/Said Complex **save** at the place or places provided therefore.
- (s) **No Floor Damage:** not to keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment.
- (t) **No Installing Generator:** not to install or keep or run any generator in the Said Premises or anywhere in the Complex save and except the demarcated portions as provided by the

Vendors/Developer.

- (u) **No Misuse of Water:** not to misuse or permit to be misused the water supply to the Said Premises.
- (v) **No Damage to Common Portions:** not to damage the Common Portions in any manner and if such damage is caused by the Buyer and/or members, invitees or servants of the Buyer, the Buyer shall/will compensate for the same.
- (w) **Notification Regarding Letting/Transfer:** If the Buyer lets out or sells the Said Premises and Appurtenances, the Buyer shall immediately notify the Facility Manager/the Association (upon formation) of the tenant's/buyers address and telephone number.
- (x) **No Right in Other Areas: Save and except** the Easement Rights, the Buyer shall not have any right in the other portions of the Said Phase/the Said Property/ the Said Complex and the Buyer shall not raise any dispute or make any claim with regard to the Vendors either constructing or not constructing on the said other portions of the Said Phase/the Said Property/ the Said Complex or any extension initiated by the Vendors/Developer.
- (y) **Roof Rights:** A demarcated portion of the top roof of the Said Building shall remain common to all occupiers of the Said Building (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Said Building shall belong to the Vendors/Developer with right of exclusive transfer and the Buyer specifically agrees not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Building as aforesaid, the Vendors/Developer hereof rescind it's right of further construction on the entirety of the top roof and the Buyer specifically acknowledges the same.

30. OBLIGATION REGARDING TAXES: In the event of the Vendors being made liable for payment of any tax, duty, levy or any other liability under any statute or law for the time being in force or enforced in future (such as Goods & Service Tax, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body) or if the Vendors are advised by its consultant that the Vendors are liable or shall be made liable for payment of any such tax, duty, levy or other liability on account of the Vendors, having agreed to perform the obligations under this present, then and in that event, the Buyer shall be liable

to pay all such tax, duty, levy or other liability and hereby indemnifies and agrees to keep the Vendors indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The taxes, duties, levies or other liabilities so imposed or estimated by the Vendor's/Developer's consultant shall be paid by the Buyer upon levy.

31. INTERIOR MAINTENANCE: THAT the Second Party shall carry out the maintenance and interiors of the Schedule **"B"** property at his/her/their/its own cost. The insurance of the Schedule **"B"** property as well as the interiors of the same shall be the responsibility of the Second Party. The First Party/Third Party shall not in any case be held liable and responsible for any damage or loss occurred on account of any act, deed, neglect or omission to do an act of the Second Party from the date of this present.

32. EXECUTION OF OTHER DOCUMENTS: THAT the First Party/Third Party further undertakes to take all actions and to execute all documents required to be done or executed for fully assuring right, title and interest of the Second Party to the property hereby conveyed at the cost of the Second Party.

33. MUTATION: THAT the Second Party shall have to get his/her/their/its name mutated with respect to the said Schedule **"B"** property before the Competent Authority, and get numbered as a separate holding/Khatian and shall pay Panchayat and/or Holding Taxes as may be levied upon his/her/their/its from time to time though the same has not yet been assessed.

34. RIGHT TO SALE/OTHERWISE: THAT the Second Party shall have the right to sale, gift, mortgage or transfer otherwise the ownership of the **Schedule –"B"** property or let out, lease out the **Schedule –"B"** property to whomsoever, subject to the fact that no terms and condition of sale as per this deed is breached.

35. USE OF PROPERTY: THAT the Second Party shall always use the schedule **"B"** property for commercial purpose and shall not store any goods of hazardous or combustible nature or which can cause damage to the structure and assets of other occupants or the equipment in the Complex or use the schedule **"B"** property for any activity which may be immoral or illegal.

36. SAFETY AND SECURITY: THAT security of the entire complex shall always be the sole responsibility of the First Party and other occupants of the complex.

37. TAXES: THAT the First Party/Third Party will pay up to date municipal

taxes, Panchayat taxes, land revenue and/or any other charges/dues if any prior to the date of transfer of the **Schedule – “B”** property. That the First Party/Third Party shall not be liable at any time under any circumstances for any rate and/or taxes pertaining to the Schedule **“B”** property except for unsold portion of the building which shall be borne by the First Party/Third Party proportionately with all the purchaser/s unless separately levied upon and charged for.

38. MAINTENANCE CHARGES POST HANDOVER OF POSSESSION: THAT in case the Second Party makes default in payment of the proportionate share towards the COMMON EXPENSES (described in the Schedule **“C”** given hereunder) within **7th day** of every month to the Developer/Complex Owners association (upon formation), the Second Party shall be liable to pay interest at the rate of per month or part of a month Compoundable every month for the period of default on all amounts remaining so unpaid along with such dues and arrears and shall also be liable to compensate the Association acting at the relevant time for any loss or damage suffered by the association in consequence thereof. The association if they so find it reasonable may restrain the Second Party for using the common facilities of the complex for non-payment of maintenance fee.

39. USE OF GENERATOR: THAT it is hereby specifically declared that the use of personal generator of any kind and description and of any capacity whatsoever which causes sound and air pollution will not be permitted in any of the premises of the building save the battery operated inverter or as permitted by the First Party/Third Party.

40. ABIDE BY LAWS: That the Second Party shall abide by the laws of land, including the local laws and directions of the statutory authorities and terms and conditions of Allotment. In case any penalty or fine is imposed by any government/statutory or other local authority for violation of any law by the Second Party, the same shall be paid and satisfied by the Second Party.

41. FUTURE LAWS: THAT all taxes, levies, assessments, demands or charges levied or leviable in future on the land or building or any part of the complex shall be borne and paid by the Second Party in proportion to the area of the Schedule **“B”** Property.

42. ARBITRATION: THAT the matters not specifically stipulated in these presents or in case of any dispute or any questions arising hereinafter at any time between the Second Party and the First Party/Third Party or the other occupiers of the building shall be referred for Arbitration under the Arbitration and Conciliation Act 1996 as amended upto date and in case their decision is

not acceptable the parties hereto shall have the right to move to competent Court at Malda.

SCHEDULE 'A'
FIRST SCHEDULE ABOVE REFFERED TO

ALL THAT the piece or parcel of land measuring 52.88 Decimal equivalent to 32 Katha, more or less, appertaining to and forming part of L.R. Plot No. 2197, recorded in L.R. Khatian Nos. 2170, 2172, 2174 and 2866 of Mouza Uttar Jodupur, J.L. No. 88, Police Station English Bazar, within the jurisdiction of Ward No.3 of English Bazar Municipality, Holding No.27/1, District Malda. Plot wise detail of the land are as follows:

L.R. PLOT NOS.	CLASSIFICATION	L.R. KHATIAN NOS.	AREA (Dec.)
2197	Commercial	2170	14.91
		2172	20
		2174	11.5
		2866	6.47
Total			52.88

The Land is butted and bounded as follows:

NORTH : Land of Sudhir Mandal & Subhadip Maine
EAST : Land of Subhadip Maine & 60 feet wide National Highway
SOUTH : 60 feet wide National Highway & Land of Dabu Ghosh & Ors.
WEST : 14 feet wide Pucca Road

SCHEDULE 'B'
SECOND SCHEDULE ABOVE REFFERED TO

A Commercial Premises having Marble/Tiles Flooring, being unit No. _____ **having a Carpet Area of _____ Sq. Ft., Built Up Area of _____ Sq. Ft. & Super Built-up Area of _____ Sq. Ft. being at _____ Floor** of the Complex named & designed as **"PRM ICON"** together with undivided/unpartitioned proportionate share in the common areas (as defined under clause (n) of Section 2 of the RERA Act) on which the said premises stands in common with the other occupiers of the said Complex

together with right to use the common amenities and facilities of the entire project in common with other occupants.

SCHEDULE-C
COMMON EXPENSES

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting and repainting of the common portions and the common areas in the building/Complex including the outer walls of the building.
2. All expenses for running and operating machinery, lift, equipment and installations comprised in the common portions including water pumps, generator including cost of repairing, renovating and replacing the same.
3. The salaries, bonus and other emoluments and benefits and all other expenses on the persons employed or to be employed for the common purposes such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electrical and other maintenance staffs.
4. Cost of insurance premium for insuring the building/Complex and/or the common portions.
5. All charges and deposits for supplies of common utilities to the co owners in common.
6. Panchayat tax, water tax and other levies in respect of the premises and the building/Complex save those separately assessed in respect of any unit or on the purchaser/s.
7. Costs of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.
8. Electricity charges for the electrical energy consumed for the operation of the equipment and installations for the common services and lighting the common portions.
9. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
10. All other expenses and/or outgoing as are incurred by the service organization for the common purposes.

SCHEDULE - D
COMMON PROVISIONS AND UTILITIES

1.	Fire Protection in common areas.
2.	24X7 DG facility for common areas & Limited load for Individual Premises
3.	lights in common area.
4.	24X7 Manned Security.
5.	Lifts

Note: Such other common parts, areas equipments, installations, fixtures and fittings and spaces in or about the said buildings as are necessary for passage to the user and occupancy of the unit in common and such other common facilities as may be prescribed from time to time.

SCHEDULE-E
CONSIDERATION FOR SCHEDULE “B” PROPERTY

Valuable monetary consideration for selling and transferring the Schedule “B” Property absolutely by the Second Party to the First Party/Third Party amounts to **Rs. _____/- (Rupees _____) only excluding GST** is paid and the same has been received exclusively by the First Party/Third Party for the transfer of The “B” schedule property.

Separate sheets are being used for the purpose of affixing impressions of fingers of both the hands of FIRST PARTY, SECOND PARTY & THIRD PARTY.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Deed of sale at Malda in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED VENDORS:

SIGNED AND DELIVERED BY THE WITHIN NAMED DEVELOPER:

PRM REAL ESTATE PRIVATE LIMITED

AUTHORISED SIGNATORY

WITNESSES:

1) Signature _____

2) Signature _____

Name _____

Name _____

Address _____

Address _____

Drafted as per the instructions of the parties hereto and
printed in my Office. Read over and explained by me.