

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE IS MADE ON THIS THE _____ DAY
OF _____, 20____ AT RAIGANJ.

B E T W E E N

1. **NANDA KISHORE KALYANI**, (having **PAN AIEPK7636E** & **Aadhaar No. 6643 0415 1675**) Son of Late Kishori Chand Kalyani, Indian by Nationality, Hindu by faith, Businessman by occupation, Resident of P.O. & P.S. Raiganj, Bandar (Barindrapara), District – Uttar Dinajpur, PIN 733134, in the State of West Bengal;
2. **HIRA LAL KALYANI**, (having **PAN AIEPK7637F** & **Aadhaar No. 5711 7245 3863**) Son of Late Kishori Chand Kalyani, Indian by Nationality, Hindu by faith, Businessman by occupation, Resident of P.O. & P.S. Raiganj, Bandar (Barindrapara), District – Uttar Dinajpur, PIN 733134, in the State of West Bengal;
3. **GOBINDA KALYANI**, (having **PAN AIEPK7632A** & **Aadhaar No. 9963 3400 5803**) Son of Sri Nanda Kishore Kalyani, Indian by Nationality, Hindu by faith, Chartered Accountant by occupation, Resident of P.O. & P.S. Raiganj, Bandar (Barindrapara), District – Uttar Dinajpur, PIN 733134, in the State of West Bengal;
4. **KSHIROD KUMAR KALYANI @ KSHIROD KALYANI**, (having **PAN AEOPK8146B** & **Aadhaar No. 4719 8229 4246**) Son of Sri Nanda Kishore Kalyani, Indian by Nationality, Hindu by faith, Service by occupation, Resident of P.O. & P.S. Raiganj, Bandar (Barindrapara), District – Uttar

Dinajpur, PIN 733134, in the State of West Bengal;

5. **UMA SHANKAR KALYANI**, (having **PAN AGWPK5584D** & **Aadhaar No. 8045 7172 8376**) Son of Sri Hira Lal Kalyani, Indian by Nationality, Hindu by faith, Service by occupation, Resident of P.O. & P.S. Raiganj, Bandar (Barindrapara), District – Uttar Dinajpur, PIN 733134, in the State of West Bengal;

... All are hereinafter collectively called the “**OWNERS/VENDORS**” (which expression shall mean and include unless excluded by or repugnant to the context their legal heirs, executors, successors, administrators, representatives and assigns) of the **ONE PART**.

.....OF THE FIRST PARTY.

A N D

_____ (having PAN _____ and Aadhaar No. _____), Son of _____, Indian by Nationality, Hindu by faith, Business by Occupation, residing at _____

hereinafter called the “**BUYER/PURCHASER/VENDEE**”(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

..... OF THE SECOND PARTY.

A N D

6. **PRM KALYANI LLP**, a Limited Liability Partnership (having PAN **ABBFP4941R** & LLPIN **ABA-3639**) incorporated under the provisions of the limited Liability Partnership act, 2008, having its registered office at Shop No.8, Jeevandeep Building, Sevoke Road, Siliguri, District Jalpaiguri, PIN 734001, in the state of West Bengal, represented by its authorized partner

Mr. Narayan Kalyani (having **PAN AFMPK9019A** & Aadhaar No. **3750 0690 1760**) Son of Dindayal Kalyani, Indian by Nationality, Hindu by faith, Businessman by occupation, resident of Bandar Kalibari Road, P.O. & P.S. Raiganj, District Uttar Dinajpur, PIN 733134 (which expression shall unless excluded by or repugnant to the context be deemed to include its Partners, successors-in-office, representatives, administrators and assigns) and

7. **GOBINDA KALYANI**, (having **PAN AIEPK7632A** & **Aadhaar No. 9963 3400 5803**) Son of Sri Nanda Kishore Kalyani, Indian by Nationality, Hindu by faith, Chartered Accountant by occupation, Resident of P.O. & P.S. Raiganj, Bandar (Barindrapara), District – Uttar Dinajpur, PIN 733134, in the State of West Bengal (which expression shall unless excluded by or repugnant to the context be deemed to include his legal heirs, representatives, administrators, assigns) and
8. **KSHIROD KUMAR KALYANI @ KSHIROD KALYANI**, (having **PAN AEOPK8146B** & **Aadhaar No. 4719 8229 4246**) Son of Sri Nanda Kishore Kalyani, Indian by Nationality, Hindu by faith, Service by occupation, Resident of P.O. & P.S. Raiganj, Bandar (Barindrapara), District – Uttar Dinajpur, PIN 733134, in the State of West Bengal (which expression shall unless excluded by or repugnant to the context be deemed to include his legal heirs, representatives, administrators, assigns).

---- All are hereinafter referred to as the “**PROMOTER / DEVELOPER / CONFIRMING PARTY**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners)

..... OF THE THIRD PARTY.

The First Party, Second Party and Third Party shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS one Nanda Kishore Kalyani and Hiralal Kalyani acquired 17.57 decimal of land and 24.73 decimal of land in R.S Plot no. 1096 corresponding to LR Plot No. 782/871 and L.R Plot No. 782/872 by way of the partition suit bearing number 30/2002 P.S. before the LD. Civil Judge (Senior Division) at Raiganj, which was disposed of interim of compromise and as per compromise petition Nanda Kishore Kalyani and Hiralal Kalyani were allotted the said land.

AND WHEREAS subsequently Nanda Kishore Kalyani transferred 5.855 decimal of vacant land out of 11.71 decimal land by registered deed of gift vide number 180111846 for 2019, in favour of his elder son Gobinda Kalyani and again transferred 5.855 decimal of land by another registered deed of gift vide number 180111847 for 2019 in favour of Kshirod Kumar Kalyani.

AND WHEREAS said Hiralal Kalyani also in his turn transferred 11.50 decimal of land in R.S. Plot number 1096 corresponding to L.R. Plot number 782/872 in favour of his son Uma Shankar Kalyani by registered deed of gift vide number 196/2020.

AND WHEREAS above named all the five persons a. NANDA KISHORE KALYANI, b. HIRA LAL KALYANI c. GOBINDA KALYANI d. KSHIROD KUMAR KALYANI and e. UMA SHANKAR KALYANI amalgamated their portion of land into one single unit for the purpose of constructing a multistoried complex thereupon by virtue of registered Deed of Amalgamation dated 16.05.2024, duly registered at the office of the ADSR, Raiganj, recorded in Book I, Volume

No. 1804-2024, pages from 285787 to 285812, being Deed No. 180406419 for the year 2024, The Landlords/ First Party of these presents are became the joint, absolute and exclusive owner of all that undivided share in the Project Land as more fully and particularly described in **Schedule “A”**.

AND WHEREAS the Third Party and the First Party jointly entered into a Scheme for development of the said project land mentioned in the Schedule-A by virtue of a registered Development Agreement dated 12.11.2024, executed by and between the Promoter mentioned hereinabove and the Owners/Vendors hereinabove, registered in the office of the District Sub Registrar, Uttar Dinajpur, duly recorded in Book I, Volume No. 1801-2024, at pages from 431864 to 431900 being Deed No. 180118586 for the year 2024 for construction of LG+UG+5 Storied mixed use (Commercial & Mercantile retail) building.

AND WHEREAS said LG+UG+5 Storied mixed use (Commercial & Mercantile retail) building/project shall be known as **‘PRM KALYANI PRIDE’** and accordingly permission has obtained from the Raiganj Municipality on 02.12.2024 to develop the said Project vide Sanctioned Plan Building Permit No. SWS-OBPAS/0604/2024/0285. The First Party and Third Party jointly registered the said project under the provisions of the WBRERA Act with the West Bengal Real Estate Regulatory Authority vide RERA No. _____; on _____.

AND WHEREAS the First & Third Party hereof offered intended buyers to apply for purchase of their shops and the Second Party being intended to purchase the **“B”** Scheduled property offered the First & Third Party to purchase the said **“B”** Schedule Property in the said building/project named **“PRM KALYANI PRIDE”** for a valuable consideration.

AND WHEREAS the Second Party being in need of a Commercial Shop/Space in ownership within the locality where the aforesaid project is situated and after inspecting the documents of title of First Party to the said project land, site plan, sanctioned building plan, standard of workmanship in construction, quality of materials used etc. as well as the construction of the said building till date and considering the price so offered by the First & Third Party as reasonable and highest and have agreed to purchase from the First & Third Party said property as more fully and particularly described in **Schedule “B”** given hereunder with undivided common share or interest in the stairs, open space, common toilets, bore well, overhead tanks and other fittings and fixtures and other common parts services, services of the building free from all encumbrances, charges, liens, *lispendens*, attachments, mortgages and all or any other liabilities whatsoever with sole, absolute, exclusive, transferable and irrevocable right, title and interest for the **Schedule “B”** property for a valuable consideration of Rs. _____/- (_____) only which excluding GST and/or any other service charges/levies as the Vendee/purchaser have agreed to pay these tax/charges/GST etc. separately upon the total consideration as per applicable laws to which the Second Party have agreed to and accordingly the **VENDEE/PURCHASER** paid the value of the Shop/Space.

AND WHEREAS the First & Third Party hereof being satisfied with the offer of the Second Party allotted the **“B”** Scheduled Property to the Second Party and an agreement for sale was executed among the parties hereto in this behalf and the same was registered at the office of _____ and recorded in Book No. _____,

Volume No. _____ Pages _____ to _____ Being
Document No. _____ for the year 20____.

AND WHEREAS the above named Third Party had completed the construction of the said LG+UG+5 Storied mixed use (Commercial & Mercantile retail) building and to assign and identify has named the building/commercial complex as **“PRM KALYANI PRIDE”**.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. **THAT** for valuable consideration of **Rs.** _____/- (**Rupees** _____) only in the manner as more fully described in Schedule **“E”** below paid by the Second Party to the First Party and Third Party, the receipt of which is acknowledged by the First Party and Third Party by execution of these presents and grants full discharge to the Second Party from the payment thereof and the First Party and Third Party do hereby convey and transfer absolutely the **Schedule “B”** property to the Second Party who shall now **HAVE AND HOLD** the same absolutely and forever free from all encumbrances subject to the payment of proportionate rent etc. to the Government of West Bengal.

2. **SATISFACTION OF BUYER: THAT** the Second Party have examined and inspected the Documents of title of the First Party and verifying the 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 and areas and the Common Provision and 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 has satisfied himself /herself /themselves /itself about the standard of construction thereof including that of the

Schedule “B” property purchased by the Second Party and shall have no claim whatsoever as to construction plan quality of materials used or standard of workmanship in the construction, thereof including foundation of the building and development, installations, erections and construction of the COMMON PROVISION AND UTILITIES as more fully described in the **Schedule “D”** below.

3. **MEASUREMENT: THAT** the measurement of the Said Shop/ Unit as mentioned in this Deed is the final measurement of the Said Shop/ Unit which has been certified by the 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 commercial 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 BOARDS:** That the Second Party shall not display any names, address, signboard, advertisement, materials, etc. on the external facade of the Complex/Tower/Wing and also the complex without prior approval of the First Party/Third Party.

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 First 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 property 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 SECOND 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 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/ Unit/ Commercial/ Semi-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/ semi-commercial /shop/ 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 **TAXES:** All GST, Works Contract Tax or any other taxes and impositions levied by the State Government, Central Government or any other authority or body on the First Party/Third Party, from time to time, proportionately, if levied as a whole on the Said Complex and wholly, if levied specifically on the Said Premises.
- 15.6 **LEGAL FEES, STAMP DUTY AND REGISTRATION COSTS:** Fees of Advocates (**Legal Advisors**), who have drawn this Deed and all further documents (for registration). However, stamp duty, registration fees and other miscellaneous expenses for registration and all other fees and charges, if any, has been borne by the Second Party in separate.

15.7 COMMON EXPENSES/MAINTENANCE CHARGES AND RATES &

TAXES: Common expenses/maintenance charges described in the **C Schedule** below (**Common Expenses/Maintenance Charges**), proportionately from the Date of Possession (i.e. on the date of issue of letter from the First Party/Third Party 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 Second Party). 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 First Party/Third Party 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 First Party/Third Party towards the unsold shop/unit of the Said Complex.

16. COMMON EXPENSES POST HAND OVER OF POSSESSION: All expenses of common nature more specifically defined in **Schedule "C"** shall be borne by the 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 Second Party 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 FIRST PARTY/THIRD PARTY:** The First Party/Third Party 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 Second Party.

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 Second Party 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 Second Party hereby further agrees not to raise any objection to the First Party/Third Party and/or the Architect making any other variations, modifications or alterations.

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

22. **COMMENCEMENT OF OUTGOINGS:** From the Date of Possession Notice, all outgoings in respect of the Said Unit/Shop/Premises and Appurtenances, including Rates & Taxes shall become payable by the Second Party.

23. **COMMON PORTIONS:** The First Party/Third Party shall maintain the Common Portion until First Party/Third Party shall hand over management and upkeep of all Common Portions to the Association (the First Committee of which shall be nominated by the First Party/Third Party) and for the formation of which the Second Party hereby grant a Specific Power of Attorney to the First Party/Third Party.

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

25. **NO OBSTRUCTION BY BUYER TO FURTHER CONSTRUCTION:** The First Party/Third Party shall be entitled to make other constructions elsewhere on the Said Project/Said Complex and the Second Party shall not obstruct or object to the same notwithstanding any inconveniences that may

be suffered by the Second Party due to and arising out of the said construction/developmental activity. The Second Party also admits and accepts that the First Party/Third Party and/or employees and/or agents and/or contractors and/or sub-contractors appointed by the First Party/Third Party shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Second Party shall not raise any objection in any manner whatsoever with regard thereto.

26. VARIABLE NATURE OF LAND SHARE AND SHARE IN COMMON PORTIONS: The Second Party 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 Complex **(2)** if the area of the Said Building/Said Complex is recomputed by the First Party/Third Party, then the Land Share, the Share in Common Portions shall vary accordingly and proportionately and the Second Party shall not question any variation (including diminution) therein **(3)** the Second Party shall not demand any refund of the Total Price paid by the Second Party 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 Second Party shall accept (without demur) the proportionate share with regard to various matters, as be determined by the First Party/Third Party in future, in its absolute discretion.

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

28. **BUYER TO PARTICIPATE IN FORMATION OF ASSOCIATION:** The Second Party admits and accepts that the Second Party and other Future Buyers of Units/Shops who may hereinafter acquire any unit/shop in the Said Complex shall form the Association as per the prevailing law and the Second Party and Future Buyers 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 Complex by the First Party / Third Party/the Facility Manager/the Association (upon formation).
- (b) **Observing Rules:** observe the rules framed from time to time by the First Party/Third Party/the Facility Manager/the Association (upon formation) for the beneficial common enjoyment of the Said Building/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 therefor, ensuring that no inconvenience is caused to the First Party/Third Party or to the other Unit/Shop 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 and outside walls of the Said Building **save & except** in the manner indicated by the First Party/Third Party/the Association (upon formation). The First Party/Third Party shall endeavor to provide conduits for T.V. cable line or DTH connection.

- (e) **Commercial Use:** use the Said Premises for commercial or semi-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 purpose.
- (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 First Party/Third Party/the Association (upon formation) (as the case may be) as estimated by the First Party/Third Party/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 Vendor, 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 name of the Said Building and/or the Said Complex from that mentioned in the Project brochure.
- (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 First Party/Third Party/the Facility Manager/the Association (upon formation) in their acts relating to the Common Portions and not obstruct the First Party/Third Party 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/the 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 First Party/Second Party/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 therefor.
- (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 Second Party 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 & except** at the place or places provided therefor.
- (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 **save & except** usual home appliances.
- (t) **No Installing Generator:** not to install or keep or run any generator in the Said Premises or anywhere in the Complex.
- (u) **No Use of Machinery:** not to install or operate any machinery or equipment except home appliances.
- (v) **No Misuse of Water:** not to misuse or permit to be misused the water supply to the Said Premises.
- (w) **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 family members, invitees or servants of the Buyer, the Buyer shall compensate for the same.
- (x) **Not to release pets:** not to release the pet animals living with the Buyer in the Said Premises in the Common Portions alone for any other purpose whatsoever.
- (y) **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.

- (z) **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 Property/Said Complex and the Buyer shall not raise any dispute or make any claim with regard to the First Party/Third Party either constructing or not constructing on the said other portions of the Said Property/Said Complex or any extension initiated by the First Party/Third Party.
- (aa) **Roof Rights:** A demarcated portion of the top roof of the Said Building shall remain common to all buyers 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 First Party/Third Party 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 First Party/Third Party 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 First Party/Third Party 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 First Party/Third Party is advised by its consultant that the First Party/Third

Party is/are liable or shall be made liable for payment of any such tax, duty, levy or other liability on account of the First Party/Third Party, 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 First Party/Third Party 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 First Party/Third Party'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 at the office of the B.L. & L.R.O, at Raiganj and Raiganj Municipality and get numbered as a separate holding 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 and semi- 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 Second 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 of every month to the Maintenance Agency/Owners Association, 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 Maintenance Agency/Association acting at the relevant time for any loss or damage suffered by the Maintenance Agency/Association in consequence thereof. The Maintenance Agency/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 & except the battery-operated inverter.

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 only.

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. **DISPUTE RESOLUTION:** All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Real Estate (Regulation and Development) Act, 2016 (**RERA Act**) and Rules under the West Bengal Real Estate (Regulation and Development) Rules, 2021 (**RERA Rules**).

“SCHEDULE- A”

(DESCRIPTION OF THE LAND ON WHICH “BUILDING/COMPLEX” STANDS)

All that piece or parcel of vacant Dokan land measuring 0.4230 Acres equivalent to 42.30 decimal more or less, lying and situated within Mouza-Mohanbati, J.L. No. 151. Classification- Dokan, P.S.- Raiganj, Ward No. 5. of Raiganj Municipality, N.S. Road (Asha Talkies More to Dehasree More), within the District of Uttar Dinajpur. Holding No. 1349B/43A.

L.R. Khatian No.	L.R. Plot No.	Area of Land (Acre)
2505	782/871	0.0585
6582	782/872	0.1318
11050	782/871	0.0586
10980	782/871	0.0586
10952	782/872	0.1155
Total		0.4230

The said land is bound and butted as follows

North : MUNICIPAL ROAD- Parbati Sundari School Road
 South : Land of Suman Dey and others.
 East : PWD Road
 West : Kulick Abasan

“SCHEDULE- B”

(DESCRIPTION OF THE PROPERTY HEREBY SOLD)

ALL THAT Commercial premises having Marble/Tiles Flooring, admeasuring _____ **Sq. Ft. of Carpet Area**, _____ **Sq. Ft. of Built up Area** and _____ **Sq. Ft. of Super Built-up Area**, in _____ **Floor, Shop No.** _____, together with _____ (_____) Medium size four-wheeler _____ parking space, **being Parking No.** _____ situated in Lower Ground Floor of the Complex named and designed as “**PRM KALYANI PRIDE**”, (as depicted and demarcated in the Plan annexed herewith and duly demarcated with “RED” colour therein together with undivided/unpartitioned proportionate share in the common areas (as defined under clause (n) of Section 2 of the RERA Act) and on which the shop stands in common with the other occupiers of the said building with right to use the common amenities and facilities of the entire project in common with other occupants of the Project.

(Floor Plan Annexed herewith)

“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 Developer/ Vendors 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 Allottee/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, is paid and the same has been received exclusively by the First Party/Third Party for the transfer of the Schedule “B” 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 THE PARTIES HERETO SETS SEALED AND
SUBSCRIBED THEIR RESPECTIVE HAND AND SEALS THE DAY, MONTH AND
THE YEAR FIRST ABOVE WRITTEN.

SIGNED AND DELIVERED IN PRESENCE OF
WITNESESS: -

1.

Signature of the First Party

2.

Signature of the Second Party

Drafted and prepared by

Signature of the Third Party

Advocate