

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made and executed on this day of
2020 at Guwahati.

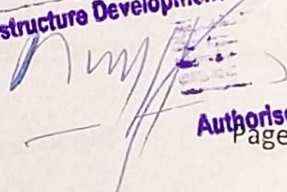
- BY -

SHRISTI INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED, (PAN: AABCP5074F) a company incorporated under the Companies Act, 1956 and having its registered office at India Power DPSC Building, Plot No. X - 1,2 & 3, Block - EP, Sector - V, Salt Lake City, P.O - Sech Bhawan, P.S - Electronics Complex, Kolkata - 700091, represented by its authorized representative Mr son of, residing at....., P.O, P.S, Kolkata Duly authorized vide board resolution/letter of authorization dated (hereinafter referred to as the **"VENDOR/PROMOTER/DEVELOPER"**, which expression shall unless repugnant to the context or meaning thereof mean and include its successor or successors in interest and assignees) of the **ONE PART**.

- IN FAVOUR OF -

Mr./ Ms., (PAN :), son//wife of aged about-Years, permanent resident of Assam hereinafter called the "Allottee" (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 **OTHER PART**

[OR]

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....., (PAN :), a company incorporated under the Companies Act, 1956 and having its registered office at P.O., P.S., represented by its authorized representative Mr., son of residing at P.O., P.S., authorized vide board resolution dated (hereinafter referred to as the "Allottee", which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-interest and permitted assigns).

[OR]

..... (PAN :), a partnership firm established under the Indian Partnership Act, 1932 and having its office at P.O., P.S. and represented by its authorised partner (PAN :), son of and residing at P.S. P.O., (hereinafter referred to as the "Allottee", which expression shall unless repugnant to the context or meaning thereof mean and include the partners of the firm for the time being and their successors and permitted assigns)

[OR]

..... (PAN :), a trust/society established under the Indian Trusts Act, 1882/Societies Registration Act, 1860 and having its office at P.S. P.O. and represented by its Mr. (PAN :), son of and residing at P.S. P.O., (hereinafter referred to as the "Allottee", which expression shall unless repugnant to the context or meaning thereof mean and include all the trustees of the trust for the time being/all the members of the Governing Body of the society for the time being and their successors-in-office and permitted assigns)

[OR]

Mr (PAN :), son of residing at P.S. P.O. for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF (PAN :), having its place of business/ residence at P.S. P.O. (hereinafter referred to as the "Allottee", which expression shall unless repugnant to the context or meaning thereof be deemed to

include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees)

WHEREAS, the original landowners are :-

A.

1. **MANAS PRODUCTS (PROTEIN) PRIVATE LIMITED, (MPPPL) [PAN : AABCM3992R]** a company incorporated under the Companies Act, 1956 and having its registered office at Ganesh Bhavan, Rajgarh Road, Guwahati - 781007, District :- Kamrup(Metro), Assam, hereinafter referred to as "**OWNER NO. 1**" and is the absolute and recorded pattadar of 628 Bighas, 4 Katha, 5 Lecha comprised in Dag No. 1(Old) 1, 3 and 4 (New) of periodic Patta No. 1 of Village Clearance Grant under Mouza :- Ulubari, District :- Kamrup(Metro), Assam . The owner No. 1 and the promoter have entered into a development agreement vide Deed No. 3935 dated 30.04.2012 and an Irrevocable General Power Of Attorney vide Deed No. 1678 dated 30.04.2012, both the deed are registered in the office of the Senior Sub Registrar, Kamrup(Metro) at Guwahati.

2. **SHRISTI RIVERINE LIMITED, (SRL) [PAN : AAICS9323H]** a company incorporated under the Companies Act, 1956 and having its registered office at No. 69, Haripriya Abhash, Second Floor, Lamb Road, Ambari, Guwahati - 781001, District :- Kamrup(Metro), Assam, hereinafter referred to as "**OWNER NO. 2**" and is the absolute and recorded pattadar of 37 Bighas and 15 Lecha comprised in Dag No. 31 of Patta No. 1 of Village Kharguli Non Cadastal, Rajabari, F.C Grant under Mouza :- Beltola, District :- Kamrup(Metro), Assam . The owner No. 2 and the promoter have entered into a development agreement vide Deed No. 3935 dated 30.04.2012 and an Irrevocable General Power Of Attorney vide Deed No. 1678 dated 30.04.2012, both the deed are registered in the office of the Senior Sub Registrar, Kamrup(Metro) at Guwahati.

3. **EDEN RIVERSCAPE PRIVATE LIMITED, (ERPL) [PAN: AABCE4123A]** a company incorporated under the Companies Act, 1956 and having its registered office at No. 69, Haripriya Abhash, Second Floor, Lamb Road, Ambari, Guwahati - 781001, District :- Kamrup(Metro), Assam, hereinafter referred to as "**OWNER NO. 3**" and is the absolute and recorded pattadar of 42 Bighas comprised in Dag No. 31 of Patta No. 1 of Village Kharguli Non Cadastal, Rajabari, F.C Grant under Mouza :- Beltola, District :- Kamrup(Metro), Assam . The owner No. 2 and the promoter have entered into a development agreement vide Deed No. 3935 dated 30.04.2012 and an Irrevocable General Power Of Attorney vide Deed No. 1678 dated 30.04.2012, both

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the deed are registered in the office of the Senior Sub Registrar, Kamrup(Metro) at Guwahati.

4. **ANANNYA REALTORS PRIVATE LIMITED, (ARPL) (PAN : AAGCA0037Q)** a company incorporated under the Companies Act, 1956 and having its registered office at No. 69, Haripriya Abhash, Second Floor, Lamb Road, Ambari, Guwahati - 781001, District :- Kamrup(Metro), Assam, hereinafter referred to as "**OWNER NO. 4**" and is the absolute and recorded pattadar of 42 Bighas comprised in Dag No. 31 of Patta No. 1 of Village Kharguli Non Cadastal, Rajabari, F.C Grant under Mouza :- Beltola, District :- Kamrup(Metro), Assam . The owner No. 2 and the promoter have entered into a development agreement vide Deed No. 3935 dated 30.04.2012 and an Irrevocable General Power Of Attorney vide Deed No. 1678 dated 30.04.2012, both the deed are registered in the office of the Senior Sub Registrar, Kamrup(Metro) at Guwahati.

That, the land of Owner Nos. 1 to 4 as mentioned above is more fully described in **Schedule** are hereinafter stated as "Said Land".

AND WHEREAS

i) The Owners are the owners of their respective pieces of land comprised in all that piece and parcel of land admeasuring more or less 250 acres equivalent to 750 Bigha lying and situate in Dag No 31 of Patta No 1 Village Kharghuli Non-Cadastral (Rajabari) F.C. Grant, under Mouza - Beltola District, Kamrup (Metro) and Dag No 1 (Old) 1, 3 and 4 (New) of Periodic Patta No 1 of Clearance Grant under Ulubari Mouza, District Kamrup (Metro), Assam (more fully and particularly described in **Schedule F** hereunder written and hereinafter referred to as the "**Larger Land**").

ii) The Owners desired to develop in phases an integrated township over the Larger Land known as **SHRISTINAGAR GUWAHATI ("Township"/"SHRISTINAGAR")** comprising of residential, commercial, institutional etc. segments and for that purpose had approached with the proposal of development of the Larger Land wherein the Owners would allow, permit and that the Promoter would have all right power and authority to develop the Larger Land at its own cost and expenses.

iii) Pursuant to the above, a registered Development Agreement ("**Development Agreement**") was executed between the Owners and Shristi Housing Development Private Limited ("**SHDPL**") and registered at the office of the Sr. Sub-Registrar, Kamrup (Metro), Guwahati, vide Deed No. 3935 dated 30.04.2012, the Owners granted to SHDPL the right to develop in phases a township over the Larger Land

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known as **SHRISTINAGAR GUWAHATI** comprising of residential, commercial, institutional etc. segments ("hereinafter referred to as the **"Township Project"**"). Pursuant to the said Development Agreement, a separate registered Power of Attorney was also executed accordingly by the Owners in favour of SHDPL and was registered at the office of the Sr. Sub Registrar, Kamrup Metro, Guwahati vide Deed No 1678 dated 30.04.2012. It is to be noted that SHDPL was subsequently converted from private limited company to public limited company i.e. Shristi Housing Development Limited ("**SHDL**") and a Fresh Certificate of Incorporation was issued by Registrar Of Companies at Kolkata on 29 August 2013. Thereafter, by virtue of an Order dated 16 February 2016 passed by the Hon'ble High Court at Calcutta in Company Petition No. 799 of 2015 connected with Company Application No. 683 of 2015, SHDL got amalgamated into Shristi Infrastructure Development Corporation Limited, the Promoter herein, and all the development rights, along with properties, assets, rights and powers including all the debts, liabilities, duties and obligations of SHDL on the Larger Land described in Schedule 1 hereunder stood transferred to and/or vested in favour of the Promoter.

iv) The Guwahati Metropolitan Development Authority ("GMDA") had approved the master plan/concept plan for the development of an integrated township over the Larger Land ("**Master Plan**") and had renewed it from time to time. The promoter had got the layout plan and the building plans of Apartments ("**Paradise Apartment Phase-I**") over a portion of land out of the Larger Land ("hereinafter referred to as the ("**Paradise Apartment Land**") sanctioned by the authorities concerned ("**Apartment Plans**"). The Promoter have also obtained No Objection Certificate from GMDA for erection of Apartment in accordance with the sanctioned plans. The copies of the Master plan, Apartment Plans and NOC are available at the office of the Promoter at site office or Astha Plaza, 5th Floor, G.S. Road, Opp. S. B. Deorah College, Ulubari, Guwahati 781007.

v) The Promoter has now decided to develop in the first phase a demarcated area of acres equivalent to square meters out of the Paradise Apartment Land ("hereinafter referred to as the "**Land**") [**Schedule B**]

AND WHEREAS, the **SCHEDULE PROPERTY** is free from all encumbrances, liens, charges, litigations, claims or demands whatsoever and the property is neither mortgaged, exchanged, gifted nor sold nor any agreement thereof is made.

AND WHEREAS, the Vendor/Builder has constructed multi-storied building namely "PARADISE APARTMENT" over the **SCHEDULE PROPERTY** after obtaining necessary Building Permit/ No Objection Certificate to develop the Project vide Memo No. GMC/W22/0489/20062019 dated 05.11.2020 and Planning Permit granted by GMDA vide Planning Permit No. GMDA/PP/0488/17062019 for construction over the said land.

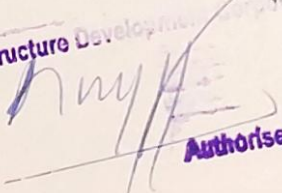
AND WHEREAS, the Purchaser having come to know the intention of the Vendor to sell the flats of the aforesaid building on ownership basis, had approached the Vendor and showed his desire to purchase a BHK residential flat being Flat No., in Block-, on the Floor, measuring sq. ft. (Carpet Area) along with undivided proportionate share of land measuring Are in the Schedule Property together with covered car parking space in the multi storied building namely "PARADISE APARTMENT" and the said flat is fully & specifically described in the SCHEDULE hereunder called and referred to as the **SCHEDULE -A**, and the Vendor having found the proposal of the Purchaser suitable and reasonable in all respects, agreed to sell the Flat described in **SCHEDULE -C** hereunder for a total consideration of **Rs. (Rupees)** only.

AND WHEREAS, in this Deed of Conveyance the pronouns "He", "She", "His", "Her" and "It" shall mean and be construed to have been used to mean any person male or female, a firm, Company or any other legal entity capable of holding property and the "Singular" shall include the "Plural" and vice-versa, if the contents so admit.

AND WHEREAS In this Deed, (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the following meanings assigned to them herein below:

"Agreed Consideration" shall mean Sale Price as mentioned above and the consideration mentioned in **SCHEDULE F** hereto paid by the Purchaser for acquiring the flat;

"Applicable Law" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/

Shriest Infrastructure Development Corporation Ltd.

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or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;

"Association" shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the Promoter and the representatives of the Unit Owners and be formed or incorporated as per Applicable Laws;

"Common Areas" shall mean the areas, amenities and facilities within the Project specified in **SCHEDULE E** herein;

"Common Expenses" shall include all expenses for the management, maintenance and upkeep of the Project and Township Level Infrastructures as indicated in **SCHEDULE H PART IV** hereto and shall be proportionately payable periodically as Township Level Maintenance Charges by all Flat Owners including the Purchaser;

"Common Purposes" shall include the purpose of managing and maintaining the Project, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Flat exclusively and the Common Areas in common;

"Maintenance Agency" shall mean initially the Promoter or any entity/agency appointed by the Promoter for the maintenance and shall ultimately mean the Association formed in terms of this Deed;

"Main Access Road" shall mean the access road to be built on the Main Access Road Land which shall be used in common by all the acquirers of the Township in general and Flat in particular;

"Township Common Portions" shall mean all the areas, amenities, facilities and infrastructure in the Township earmarked by the Promoter for the common use and enjoyment of all the acquirers of units in the Township;

"Unit Owners" shall according to the context, mean all purchasers and/or intending purchasers of different Flats for residential purpose in the Project.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS :-

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1. That in consideration of the payment of a sum of Rs. (Rupees only as sale price paid by the Purchaser, the Seller/Vendor hereby convey, transfer and assign the BHK Flat bearing Flat No., in Block-, measuring sq. feet (Carpet Area) on the Floor of the multi storied R.C.C. building known as "**PARADISE APARTMENT**" along with undivided and unspecified proportionate share of land to the extent of Are in all that a piece or parcel of plot of land more particularly described in the Schedule property given hereunder, whereupon the said multi storied R.C.C. building now exists and the Purchaser has now become lawful owner and possessor of the aforesaid flat pursuant to this Deed of conveyance signed and executed and the said flat is free from all encumbrances, and with all that estate, right, title and interest in the property described herein above and also herein below and every part thereof and **TO HAVE AND TO HOLD** the same unto and to the use of the Purchaser without any claim or demand whatsoever from the Vendor and/or the Developer/ Builder and/or any other persons claiming through them.

2. That the Vendor has transferred by way of sale its right, title, interest and possession over the flat along with undivided proportionate share of land fully and specifically described in the **SCHEDULE - A** hereunder, free from all encumbrances, charges, liens, whatsoever in respect of the said flat together with the right of ingress and egress, the right of use of common areas, amenities, common toilet etc. and also together with the benefits of all rights, liberties, easement, appendages, appurtenances, estate, right, title and interest, appropriate claim, whatsoever, of the Vendor in the said flat. The Purchaser shall have the absolute right to possess and to transfer the property hereby conveyed without any interference or interruption either from the Vendor or any person or persons claiming under it. The Purchaser shall also have the absolute right to use the common areas and amenities provided in the said Multi storied building without any interference from any corner as long as the Purchaser pays their dues on account of maintenance charges regularly and timely.

3. That none of the following is intended to be or shall be transferred in favour of the Purchaser and the Purchaser shall have no right, title or interest whatsoever in respect of the following:

- a) Other Units, flat, villas in the Project or in the Township (other than the Project); and

- b) Right, title and interest in the Main Access Road Land save and except a perpetual and non-exclusive right of way in the Main Access Road Land; and
- (c) Right, title and interest in the Township Common Portions save and except a non-exclusive right to use the Township Common portions; and
- (d) Right, title and interest in any land which is outside the land earmarked for the Project.

4. That in respect of the other spaces, properties and other rights which are not intended to be transferred to the Purchaser as aforesaid, the Promoter shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by them in its absolute discretion, without any reference or objection of the Purchaser. The Purchaser hereby consents to the same and undertakes not to raise any claim or create or cause to be created for any reason, directly or indirectly, any obstruction or hindrance whatsoever regarding the same.

5. That the Purchaser shall use and enjoy the said Flat in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Unit Owner and/or of the Promoter.

6. That the sale of the said Flat is together with and subject to the mutual easements and restrictions mentioned in this Deed including in **SCHEDULE-G** hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed and **SCHEDULE-H** hereto, which shall be covenants running with the said Villa in perpetuity.

7. COVENANTS OF THE PROMOTER

7.1 The Promoter hereby covenants with the Purchaser that it:

- (a) has the right to sell, transfer and convey the said Flat to the Purchaser free from all encumbrances;
- (b) shall, at the costs and requests of the Purchaser, execute all necessary documents as may be reasonably required for more perfectly assuring the said Flat to unto and in favour of the Purchaser.

[Signature]
 Shree Infrastructure Development Corporation Ltd
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7.2 The Promoter hereby covenants with the Purchaser that the Promoter is lawfully entitled to develop the Project and to transfer its rights in respect of the said Flat.

7.3 The Promoter hereby further covenants with the Purchaser that the Promoter has received the Agreed Consideration mentioned in **SCHEDULE-F** and acknowledges the receipt thereof in the Memo of Consideration hereunder.

7.4 The Promoter hereby further covenant that the Purchaser shall, subject to observing, performing and complying with the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including, **SCHEDULE G & SCHEDULE H**, peaceably own, hold and enjoy the said Flat.

8. COVENANTS OF THE PURCHASER

8.1 The Purchaser agrees, undertakes and covenants to:

- (a) perform, observe and comply with all the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in **SCHEDULE G & SCHEDULE H**;
- (b) pay wholly in respect of the said Flat and proportionately in respect of the Common Areas, the Common Expenses, Maintenance Charges, electricity charges and all levies, duties, charges, surcharges, rates, taxes and outgoings including GST, betterment and/or development charges under any statute, rule or regulation, electricity charges. Common Expenses and Maintenance Charges that may be and/or become payable at any time (including enhancements thereto and/or new imposition) relating to the construction, transfer, ownership and/or maintenance of the said Flat and/or relating to this Deed of Conveyance without raising any objection thereto, within 15(fifteen) days of demand being made and the Promoter shall not be liable for the same under any circumstances;
- (c) regularly and punctually pay and contribute all costs and expenses for the utilities and facilities provided and/or obtained in the said Flat and ensure that those to the other Unit Owners are not adversely affected by any acts or defaults of the Purchaser;
- (d) not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner

relating to or concerning the completion of the Township and/or the transfer, sale or disposal of any other unit or Flat in the Township;

- (e) not question the quantum or apportionment of the Common Expenses mentioned in **PART-IV OF SCHEDULE-H (Common Expenses)** or the basis thereof;
- (f) not object to the user of the Common Areas (mentioned in **SCHEDULE-E** by the other Unit Owners;
- (g) comply with and honour the mutual easements, common rules and restrictions mentioned in **SCHEDULE-G**
- (h) get the said Flat mutated in his name and/or separately assessed by the Municipality or concerned authority; and
- (i) pay all amounts and deposits that are payable by the Purchaser under this Deed of Conveyance and/or which are the liability of the Purchaser under this Deed of Conveyance even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance.
- (j) pay all future betterment/development charges etc. relating to the said Flat and/or the Common Areas.

9. POSSESSION:

The Purchaser has inspected and is fully satisfied in all respects with the construction of the Flat and the Common Areas and confirms that he has no claim of whatsoever nature against the Promoter on any account whatsoever. Simultaneously with the execution and registration of this Deed, khas, vacant, peaceful, satisfactory and acceptable possession of the Flat has been handed over by the Promoter to the Purchaser, which the Purchaser admits, acknowledges and accepts.

SCHEDULE A

[Description of Larger Land]

ALL THAT a plot of land measuring more or less 250 acres equivalent to 750 Bigha lying and situate in Dag No 31 of Patta No 1 Village Kharghuli Non-Cadastral (Rajabari) F.C. Grant, under Mouza - Beltola District, Kamrup (Metro) and Dag No 1 (Old) 1, 3 and 4 (New) of Periodic Patta No 1 of Clearance Grant under Ulubari

Mouza, District Kamrup (Metro), Assam Class of Land - 1st Basti, District :-
Kamrup(Metro), Assam butted and bounded by:

North : River Brahmaputra
South : Clearance Grant/ Rajabari Grant
East : Bonda Road.
West : Choonsali Village.

SCHEDULE B

PARADISE APARTMENT PHASE - 1 LAND

ALL THAT piece and parcel of land containing by measurement in an area of
acres more or less lying and situated on a portion of at Dag No. of
Periodic Patta No.... of Mouza, District Kamrup
(Metro) Assam out of the Larger Land and being the portion of Paradise Apartment
Land being the Phase 1 portion of the Land described in Schedule F

SCHEDULE C

(Description of Flat)

ALL THAT a BHK Flat No. on the th Floor in Block -, measuring
..... Sq. ft. Carpet Area in the Multi storied Building namely "**PARADISE
APARTMENT**" situated at, Guwahati, along with undivided
proportionate share of **land measuring Are**, in Dag No. of Patta No.
..... of Village, under Mouza - together with
..... covered car parking Area in the said building with common amenities.

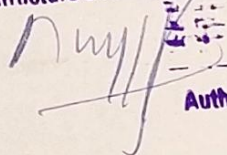
ON THE NORTH:

ON THE SOUTH:

ON THE EAST:

ON THE WEST:

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SCHEDULE D

[Specifications of the Flat]

SPECIFICATIONS

Structure
Walls

Earthquake resistant R.C.C framed construction
External and internal walls of ACC/Brickwork

Wall Finishing

Internal
Corridor, Lobby
External

Plaster of Paris/Putty over the plastered surfaces
2 coats of acrylic paint over a coat of primer over POP surface
Painting- 2 coats of weather shield paint over cement primer

Flooring

Living Room and Bedroom

Vitrified Tiles/Ceramic Tiles

Kitchen

Floor
Dado
Counter
Sink

Anti-skid ceramic tiles
Glazed ceramic tiles up to 2ft. height above kitchen counter
Granite of required shade
Stainless steel sink with drain board

Toilet

Floor
Dado
WC
Washbasin
Hardware Fittings

Anti-skid ceramic tiles
Glazed ceramic tiles
European type-white
Ceramic
C.P. [Provision of Geyser point (without geyser) in all the toilets]

Doors
Window
Electrical
brand

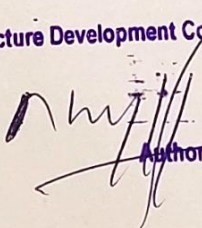
Laminated finish in the main door. Other doors of painted flush door.
Aluminium windows
Concealed wiring with PVC conduits and modular switches of reputed

Common Areas

Lobby
Staircase, Corridors
Car parking
Lift

Vitrified tiles/Marble
Kota/IPS
Ironite Flooring
Automatic lifts of reputed brand in all the buildings

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SCHEDULE – E
(Common Areas)

SECTION (Common Areas and installations)

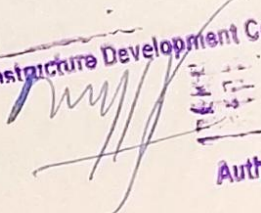
A:

- a) Common passages and common paths in the Paradise Apartment Phase - 1
- b) Common drains, sewers and pipes
- c) Common water reservoirs, water tanks, water pipes provision for 24 hrs water supply depending upon supply and filtration plant.
- d) Wires and accessories for lighting of Common Areas, Overhead illumination for compound and passage lighting.
- f) Pumps and motors
- g) Intercom system
- i) Landscaped garden
- j) Main gate and driveway
- k) electric meter space & generator space

SECTION – (Common installations)

B

- a) Electrical installations that may be installed for receiving electricity from the body supplying electricity.
- b) Common Power Generator for providing stand-by power for common lights, lifts, pumps and other common services.


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- c) Other facilities or installations, if any, provided for the common use of the Unit Owners of Paradise Apartment.

SCHEDULE-F

[Agreed Consideration]

Agreed Consideration for the transfer of the said Flat as defined in this Deed including all rights agreed to be transferred in favour of the Purchaser hereof.

Rs. _____/-

(Rupees _____ only)

SCHEDULE G

(Mutual Easements & Restrictions)

The Purchaser and/or the other Unit Owners in the Paradise Apartment for time to time shall be entitled to and also bound by the following easements and/or conditions :

1. The right of ingress to and egress from their respective Flats over the common paths, passages.
2. The Purchaser is fully aware of the fact and covenants that the Main Access Road Land is intended and/or meant and/or reserved by the Promoter for ingress and egress to and from the Paradise Apartment Phase - 1 and other phases of the Township and/or any extension of the project, with liberty to the Promoter to finally decide the mode and manner of user thereof as the Promoter may deem fit and proper in its absolute discretion and the Purchaser shall not have any ownership share, right, title and interest whatsoever or howsoever therein nor any claim or demand with regard thereto save the right of ingress and egress in common with the Promoter and the owners and occupiers of the other Units.

SCHEDULE-H

(Purchaser's Covenants)

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Part-I
(Specific Covenants)

1. The Purchaser agrees undertakes and covenants to:

- a) comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency from time to time;
- b) permit the Promoter, Maintenance Agency and their respective men, agents and workmen to enter into the said Flat for the Common Purposes with prior reasonable notice except in case of emergency/urgency Provided however that such right of the Promoter shall come to an end after handing over of maintenance of the Project to the Association;
- c) deposit the amounts for common purposes as required by the Maintenance Agency;
- d) use and occupy the said Flat only for the purpose of residence and not for any other purpose;
- e) use the Common Areas without causing any hindrance or obstruction to other Unit Owners.
- f) use and enjoy the spaces comprised in the Common Areas for the Common Purposes;
- g) bear and pay from the date of Possession the Occupancy Certificate, the Common Expenses, Common Areas electricity charges and all costs, expenses and other outgoings in respect of the said flat;
- h) pay from the date of issue of the Occupancy Certificate Possession, the Municipal Taxes and all other rates, taxes, levies, duties, charges, impositions outgoings and expenses (including water charges & taxes, if any) in respect of the said flat.
- i) pay for other utilities consumed in or relating to the said Flat;
- j) allow the other Unit Owners the right to easements and/or quasi-easements;
- k) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Municipal Taxes and other payments mentioned herein

within 15(fifteen) days of receipt of demand or relevant bill, whichever be earlier;
and

- 1) observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes.

2. **The Purchaser agrees undertakes and covenants:**

- a) not to damage, demolish or cause to be damaged or demolished the said Flat;
- b) not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Flat and not to make changes of a permanent / temporary nature except with the prior approval in writing of the Promoter / Maintenance Agency and with the sanction of the authorities concerned;
- c) not to put any nameplate or letter box or neon-sign or board in the Common Areas or on the outside wall of the said building save at the place as be approved or provided by the Maintenance Agency. Provided however that nothing contained herein shall prevent the Purchaser to put a decent nameplate on the outface of the main door of the said Flat;
- d) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Building or any portion thereof;
- e) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Flat or any part of the Paradise Apartment or may cause any increase in the premium payable in respect thereof;
- f) not to make or permit or play any disturbing noises or loud sounds or music in the Flat or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers and/or disturb them;
- g) not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency;
- h) not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Paradise Apartment;

not to store in the said Flat or any part of the Paradise Apartment any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the neighbouring property to any risk of fire or any accident;

- j) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Flats;
 - k) not to object to or hinder sanction of and/or construction of further/additional constructions in accordance with applicable law or to the resultant variation in the said Undivided Share and/or the proportionate share in the Common Areas and the Purchaser shall not object to the changes and/or inconvenience caused due to such construction being made;
 - l) not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, entrances or any of the Common Areas in any manner whatsoever;
 - m) not to use the said Flat for any purpose save and except for residential purpose and not to use the said Flat for any commercial, business or professional purpose including without limitation, as a doctor's chamber, diagnostic or testing unit, nursing home, computer or educational training centre, repairing centre, commercial guest house, Club House, Eatery boarding house, lodge, business centre, etc. or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Paradise Apartment or occupy any pathway, passages, corridor or lobby in any manner whatsoever;
 - n) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the building or shall anything be projected out of any window of the said Flat;
 - o) not to keep or harbour any bird or animal in the Common Areas of the Paradise Apartment;
3. The stamp duty, registration fees and incidental expenses in respect of this Deed of Conveyance are being paid and borne by the Purchaser. The GST payable in respect of the Agreed Consideration mentioned in this Deed as also the other amounts and/or Deposits that have been paid and/or are payable by the Purchaser, shall be borne and paid by and be the sole liability of the Purchaser who agrees and undertakes to make payment of the same even if the same are found payable and/or

[Signature]
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demanded in future. The Purchaser hereby indemnifies the Promoter fully regarding the above.

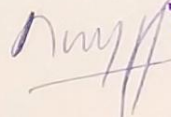
4. The Purchaser shall have no connection whatsoever with the other Flat/Unit Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Purchaser and the other Unit Owners (either express or implied) and the Purchaser shall be responsible to the Promoter for fulfillment of the Purchaser's obligations irrespective of non-compliance by any other Unit Owner.
5. The Purchaser may deal with or dispose of or alienate or transfer the said Flat subject to the following conditions:
 - a) The said Flat shall be one and shall not be sold or transferred in divided or demarcated parts by the Purchaser. In case of sale of the said Flat in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.
 - b) The transfer of the Flat by the Purchaser shall not be in any manner inconsistent with this Deed of Conveyance and the covenants contained herein shall run with the land and/or transfer. The person(s) to whom the Purchaser may transfer/alienate the said Flat shall automatically be also bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Purchaser by law and/or by virtue of this Deed of Conveyance.
 - c) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, municipal taxes and other taxes etc. relating to the said Flat payable to the Promoter, the Maintenance Agency and the Municipality are paid by the Purchaser in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, run with such proposed transfer and the transferee shall be liable to make payment of the same.
7. The Purchaser shall not claim any partition of the land comprised in the whole project.
8. The Purchaser shall use and enjoy the said Flat in the manner not inconsistent with his rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Unit Owner and/or the Promoter.

Part - II

(Maintenance)

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1. The Apartment and the Common Areas shall be managed and maintained by the Maintenance Agency.
2. The Purchaser shall accept the rules and regulations made by the Maintenance Agency (**Rules**) and shall diligently observe, perform and comply with the same.
3. The Maintenance Agency shall function at the costs of the Unit Owners and will work on the basis of advance payments and/or reimbursements of all costs and outgoings for common purposes, including establishment costs and costs of its formation and/or operations and requirements for doing and/or making provisions for repairs painting replacements and renovations and for unforeseen eventualities.
4. The Maintenance Agency shall collect and pay all rates, taxes and outgoings, including for insurance for the Apartment, which are not separately charged or assessed or levied on the Unit Owners.
5. The Purchaser shall make payment of all amounts demanded by the Maintenance Agency within 15 (fifteen) days of demand or the due date for the same and in case of any delay, the Purchaser shall pay interest at the rate of [] percent per annum compoundable quarterly in respect of the unpaid amounts of Maintenance Charges, Electricity Charges, Municipal taxes, Common Expenses and/or other payments as also interest thereon and there shall be restriction on sale, transfer, lease or tenancy of the said Villa / Plot for Villa till the dues are fully paid as also damages suffered or costs incurred, if any, due to delay in making payment or for realization. The liability to pay interest shall be without prejudice to the right of the Maintenance Agency under Clause 7 below.
6. Apportionment of any liability of the Purchaser in respect of any item of expense, taxes, dues, levies or outgoings payable by the Purchaser shall be done by the Maintenance Agency whose decision shall be final and binding on the Purchaser and the Purchaser shall not be entitled to raise any dispute or objection thereto.
7. The Maintenance Agency shall charge Maintenance Charges at such rate per square feet of Built-up Area per month as may be decided by the Maintenance Agency and the Maintenance Agency shall be entitled to revise the Maintenance Charges from time to time.
8. The Maintenance Agency shall be entitled to withdraw, withhold, disconnect or stop all services, facilities and utilities to the Purchaser and/or Flat including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, Municipal Taxes, Common Expenses

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and/or other payments by the Purchaser after giving 1 (one) month notice in writing.

The Purchaser shall co-operate with the other Unit Owners, and the Maintenance Agency in the management and maintenance of the Apartment and shall observe and comply with such covenants as be deemed reasonable by the Maintenance Agency for the Common Purposes.

All rights and entitlements of the Maintenance Agency shall be the rights and entitlements of the Promoter until the Association is formed and starts functioning effectively and till that time the Promoter shall maintain the Building and collect all funds, deposits, charges and expenses including the Maintenance Charges, Common Expenses, Deposits/Advances for Sinking Fund, Deposits/Advances for Maintenance Charges and Deposits/Advances for Municipal Taxes.

Part - III

(Association)

Association shall be formed in accordance with the Applicable Laws for the maintenance and management of the Common Areas. The maintenance of the Common Areas within Project shall be made over to the Association by the Maintenance Agency and upon such making over, the Association shall be responsible for the maintenance of the Common Areas. The Maintenance Agency shall make payment of the expenses relating to the period prior to the handing over of maintenance to the Association. The Maintenance Agency shall hand over all deposits lying with it after deduction/ adjustment of all dues, to the Association for smooth running. Such Association may be an association, syndicate, committee, body, society, company or an entity as the Promoter may decide.

All papers and documents relating to the formation of the Association shall be prepared and finalised by Solicitor & Advocates of the Promoter and the Purchaser hereby consents to accept and sign the same and to assist the Promoter in all respects in formation of the Association.

The employees of the Maintenance Agency for the common purposes such as watchmen, security staff, caretaker, liftmen, sweepers, plumber, technicians etc. may be employed and/or absorbed in the employment of the Association if the Association agrees for same and there will be no binding on the Association to absorb them. It is however made clear that all past dues of such employees relating to the period upto the date of the Occupancy Certificate shall be paid by the Promoter without any liability of the Purchaser and thereafter for the period upto

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handing over of the maintenance to the Association shall be settled by the Maintenance Agency from the maintenance charges payable by the Unit Owners. The Association shall issue fresh appointment letter to such employees, if any, appointed by them, and shall not be responsible for their past dues. After handing over of maintenance to the Association, all subsequent employment shall be done by the Association.

4. The Articles, Rules, Regulations etc. of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.
5. Notwithstanding anything contained elsewhere herein, the Purchaser and all Unit Owners shall bear and contribute / pay all proportionate costs and expenses for formation, including professional charges, and the functioning and upkeep of the Association, as determined by the Association, without any demur or delay.
6. Any association of whatsoever nature or nomenclature formed by any of the Unit Owners without the participation of all Unit Owners shall not be entitled to be recognised by the Promoter and shall not have any right to represent the Unit Owners or to raise any issue relating to the Flat or whole apartment.

Part - IV

(Common Expenses)

1. All costs of maintenance, operations, repairs, replacements, servicing, white washing, painting, rebuilding, reconstructing, decorating, redecorating all the external walls of the building and all common areas, its fixtures, fittings, electrical wirings and equipment in, under or upon the building enjoyed or used common by the occupiers of the Paradise Apartment.
2. Salaries and other expenses incurred for and payable to any person employed for common purposes including security, electrician, maintenance, plumber, administration of the building, accountant, clerks, gardeners, sweepers, liftmen etc.
3. Insurance premium for insuring the building and every part thereof against earthquake, damages, fire, lightening, mob violence, civil commotion etc., if insured.
4. Costs and expenses for supplies for common purposes electricity, water charges etc. payable to any concerned authorities and/or organisation and payment of all charges incidental thereto.

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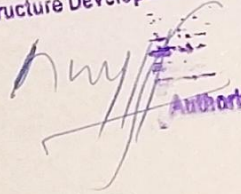
5. Municipal Taxes and other rates, taxes, levies, demands and all other outgoings for the common area and common parts save those which would be separately assessed and/or incurred in respect of Paradise Apartment
6. Costs, establishment charges and operational charges of the Promoter or the Service Company relating to common purpose.
7. Electricity expenses for lighting all the common areas, outer walls of the building and for operation of all the common areas.
8. Operational and maintenance cost of the Lift, Intercom, EPAX, Generator, etc.
9. Such other expenses as are necessary or incidental for the maintenance and upkeep of the Buildings.

Part - V

(Mutation, taxes and impositions)

1. The Purchaser shall apply for and obtain within six months from the date thereof, mutation, separation and/or apportionment of the said Flat in his own name without in any way making or keeping the Promoter liable and/or responsible in this regard on any account whatsoever. The Promoter shall fully co-operate with the Purchaser in this regard and shall sign all necessary papers including no objection, consent etc., if and when required.
2. In case of default, the Promoter or the Maintenance Agency, as the case may be, will be entitled to get the said Flat mutated and apportioned in the name of the Purchaser and in such an event be further entitled to recover all costs, charges and expenses, including professional fees therefor from the Purchaser. All such amounts shall be paid and/or be payable by the Purchaser within 15(fifteen) days of being called upon to do so.
3. Until such time as the said Flat be separately assessed and/or mutated, all rates, taxes, outgoings and/or impositions levied on the Building shall be proportionately borne and for Flat shall be solely borne by the Purchaser.
4. Besides the amount of the Impositions, the Purchaser shall also be liable to pay the penalty, interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (**Penalties**), proportionately or wholly, as the case may be.

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5. The liability of payment by the Purchaser of Impositions and Penalties in respect of the said Flat would accrue with effect from the date of Possession Occupancy Certificate.
6. The Maintenance Agency shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Purchaser thereof from the Purchaser.

IN WITNESS WHEREOF, both the parties have put their respective signatures on this DEED OF CONVEYANCE in sound mind and health with full knowledge without any coercion on the day, month and year first above written at Guwahati in presence of the following witnesses.

WITNESSES

1.

2.

SIGNATURE OF VENDOR /BUILDER

SIGNATURE OF VENDEE/ PURCHASER

Shristi Infrastructure Development

[Handwritten Signature]

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RECEIVED of and from the within-named Purchaser the within-mentioned sum of Rs. _____/- (Rupees _____ only) being full consideration price for sale of the said Flat payable to the Promoter under these presents as per the following -

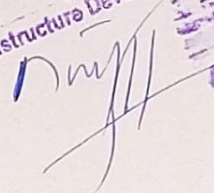
Memo of Consideration

SET OUT	Rs. _____/-
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(Rupees _____ only)

Promoter

Witnesses:

Shristi Infrastructure Development Corporation Ltd

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