

THIS DEED OF CONVEYANCE made this the _____ day of _____Two Thousand Twenty-Four (2024)

BYANDBETWEEN

1)**MR. BIBEK KUMAR KEDIA { PAN-AJQPK5169D}**,Son of late Somdeo Kedia ,by faith hindu ,by occupation Business ,by nationality Indian,(2) **MRS. JYOTI KEDIA { PAN - CLGPK3501F}**,wife of Sri Bibek Kumar Kedia ,by faith Hindu ,by occupation Housewife, by nationality Indian both are resident of Andal Kabiraj Gali,Uttar Bazar ,P.O – Andal P.S – Andal,Disrict – Paschim Bardhaman ,State – West Bengal PIN- 713321,India,(3) **MR NAWIN SATNALIKA { PAN- ANNPS2013B}** ,Son of Late Parmeshwar Lal Satnalika ,by faith Hindu ,by occupation –Business ,by nationality Indian both are resident of Sostigoria,P.O –Raniganj ,P.S –Raniganj ,Distric – Paschim Bardhaman ,State – West Bengal PIN – 713347,India,(4) **MR .BIKASH KEDIA { PAN – ALOPK9824B}**,Son of Late Somdeo Kedia ,by faith Hindu ,by occupation Business ,by nationality Indin,(5) **MRS JAYA KEDIA { PAN – CLDPK0412Q}** ,wife of Sri Bikash Kedia ,by faith Hindu ,by occupation Housewife ,by nationality Indian both are resident of Andal Kabiraj Gali ,Uttar Bazar P.O – Andal P.S – Andal ,Distric – Paschim Bardhaman ,State – West Bengal PIN – 713321,India,(6) **BIKASH KEDIA (HUF) [PAN – AAJHB4163Q]**,represented by its Karta, **BIKASH KEDIA [PAN – ALOPK9824B]**,Son of Late Somdeo Kedia ,by faith Hindu ,by occupation Business ,by Nationality Indian resident of Andal Kabiraj Gali ,North Bazar ,P.O – Andal P.S – Andal District – Paschim Bardhaman ,state –West Bengal, PIN – 713321,India(7) **BIBEK KEDIA (HUF) [PAN- AAJHB4675F]**represented by its Karta, **MR. BIBEK KUMAR KEDIA [PAN- AJQPK5169D]**,Son of Late Somdeo Kedia ,by faith Hindu ,by occupation Business ,by nationality Indian resident of North Bazar ,P.O – Andal ,P.S – Andal ,Distric Paschim Bardhaman State – West Bengal PIN-713321,India,(8)**PARMESHWAR LAL SATNALIKA [HUF][PAN- AAGHP8213A]**represented by its Karta ,**NAWIN SATNALIKA [PAN- ANNPS2013B]**son of Late Parmeshwar Lal Satnalika ,by faith Hindu ,by occupation Business ,by nationality Indian resident of Sastigoria ,P.O- Raniganj ,P.S – Raniganj Distric – Paschim Bardhaman State –West Bengal ,PIN – 713347,India (9) **MR. VIKASH SATNALIKA [PAN – ANNPS2009K]**,Son of Late Parmeshwar Lal Satnalika ,by faith Hindu ,by occupation – Business ,by Nationality Indian resident of 15,R.R Road Bye Lane (Behind Sostigoria Park),P.O Raniganj ,P.S Raniganj Distric Paschim Bardhaman ,State – West Bengal PIN-713347. India herein after referred to and called as **“THE LANDOWNER” (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs ,representatives, executors, administrators, successors and assigns) of the FIRST PART**

represented by their lawful constituted attorney **“N.N CONSTRUCTION”** (vide deed no-I-1881 for the year 2022, ADSR-Durgapur) Proprietor Sri Bikram Hazra Son of Sri Nirad Baran Hazra by faith-Hindu, by occupation- Business, residing at –OCD-2,JN Avenue,Durgapur-14 ,District- Burdwan presently Paschim Bardhaman, PIN-713214 (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor-in-office legal representatives, administrators, executors and assigns of last surviving partner and his/her/their assigns)of the **FIRST PART**.

N.N. CONSTRUCTION [PAN:- ADFPH3818M](a Proprietorship firm)having its office at 3/16 Bengal Ambuja ,City Centre, Durgapur, pin:713216, Paschim Burdwan represented by its **Proprietor MR. BIKRAM HAZRA [PAN:ADFPH3818M]** S/o Sri.Nirad Baran Hazra by faith hindu, by occupation business residing at OCD-2,North JN Avenue, Durgapur, Dist-Pachim Bardhaman, hereinafter referred to and called as the "Promoter" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor-in-office legal representatives, administrators, executors and assigns).

Mr. _____(PAN - _____)W/O of _____ by caste Hindu, by nationality Indian, by Profession housewife , and **(PAN-_____)** S/O _____ by caste Hindu, by nationality Indian, by Profession service both are Residing at _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

- A. Development and Construction of Building on scheduled Property: Terms and conditions agreed between the Owner and the Developer /Contractor with regard to development and construction of multistoried Building at the scheduled premises in 59.05 Decimal under Mouza-Bhadur, J .L NO 42Dag No 1054,(P) LR PLOT NO 1054 .m L.R Plot -1054 KHATIAN NO -2616,2617,2618,2619,2620,2489,2490,2762,2763, HOLDINGNO-0 Under ANDAL GRAM PANCHYAT, Dist-Burdwan presently Paschim Bardhaman. The property particularly mentioned and described in the first scheduled is L.R recorded property of the present owner. He purchased the same vide deed No - 5934 for the year 2019 for the year 2019 of A.D.S.R Raniganj and after purchasing the land he mutated his name in L.R.R.O.R AND CONVERTED THE LAND IN Bastu vide conversion case No - 4296 LR/1A-05/07 GE(M) DATED 17.09.2029 of B.L & L.R.O ANDAL .

WHEREAS:-

- A. Whereas the present landowner owning and possessing of a land measuring about 35.78 kataha under **Mouza- BHADUR , R,S PLOT NO 1054, LR PLOT NO 1054 . L.R Plot -1054 J L NO -42,DAG NO -1054 (P) KHATIAN NO**

2616,2617,2616,2620,2489,2490,2762,2763 HOLDING NO - 0 Under Andal Gram Panchyat , Dist-Burdwan presently Pachim Bardhaman The property particularly mentioned and described in the first scheduled is L.R recorded property of the present owner. He purchased the same vide deed No -5934 for the year 2019 for the year 2019 of A.D.S.R Raniganj and after purchasing the land he mutated his name in L.R.R.O.R AND CONVERTED THE LAND IN Bastu vide conversion case No - 4296 LR/1A-05/07 GE(M) DATED 17.09.2029 of B.L & L.R.O ANDAL

- A. Pursuant to the application by the Promoter a Building Plan *bearing registration no 26/06/2024 bearing registration /memo no - 720/bl/dg.plan/ats.*

Of the Andal Gram Panchyat has duly sanctioned for construction and development of the Housing Complex in respect of the subject land.

- B. The Promoter has registered the project with the Regulatory Authority under the Real Estate (Regulation and Development) Act,2016 vide Registration No.....

- C. By a registered Agreement dated registered within Book No.....,Volume No....., Pages.....to.....,Being No.....,for the year.....,the Allottee has agreed to purchase All That

the Apartment described under Schedule A2 below in lieu of the total consideration asset out under Schedule B here under written.

D. The Promoter has completed the project and the Municipal Authority has duly granted Completion Certificate /partial Occupancy Certificate in respect of the Project being No.

.....dated.....

E. The Allottee has in terms of his/her Agreement for Sale has made full payment of the consideration and has called upon the Promoter to execute and register the Conveyance in respect of the said Apartment.

F. The Allottee has taken complete inspection of the said Apartment and the said new building block wherein the same is situated and the Promoter is fully satisfied with the layout, location, workmanship, measurement and the amenities provided and the Allottee has no manner of grievance what so ever.

NOW THIS DEED WITNESSE THAS FOLLOWS:-

That in consideration of the said agreement and in further consideration of a sum of Rs./- (Rupees) only well and truly paid by the Purchaser/Allottee to the Promoter at or before execution of these presents in terms of the said Agreement for Sale (the receipt whereof the promoter doth hereby and also by receipt here under written admit and acknowledge to have been received) the Promoter do the sell transfer convey as sure and assignun to and to the Purchaser/Allottee FIRSTLY ALL THAT the Apartment No. admeasuring.....sqft. carpet area (super built area where of has been determined as_____sq.ft.)on the.....Floor of the complex known as “Nirvana Garden” at the said Premises as shown

on the plan of the said Floor bordered RED there on AND
 SECONDLY ALL THAT the undivided proportionate share in and out of all
 the common parts portions area (except those specifically retained by the
 developer) (more fully and particularly mentioned and described in the
 THIRD SCHEDULE hereunder written) AND THIRDLY ALL THAT the
 undivided proportionate share or interest in the land comprised in the
 said premises described under the FIRST SCHEDULE here to attributable
 there to (here in after collectively referred to as the said Apartment
 particularly mentioned and described in the SECOND SCHEDULE here
 under written) TOGETHER WITH the right to use the common parts,
 portions, areas installations and facilities in the common with the other
 co-purchaser and the promoter and the other lawful occupants of the
 building asset out under the THIRD SCHEDULE here to FURTHER TO
 GET HER WITH the liberty or facility to park..... medium
 sized car in the car parking area to be designated by the Promotor and if
 allotted to the Allottee only if available BUT EXCEPTING AND RESERVING
 such rights easement quasi-easements privileges reserved for any
 particular Apartment and/or the Promoter/holding organization and
 facility managers respective agents appointed by them (more fully and
 particularly mentioned and described in the FOURTH SCHEDULE here
 under written) AND TO GET HER WITH all easements and quasi-
 easements and provisions in connection with the beneficial use and
 enjoyment of the said Apartment (more fully and particularly mentioned
 and described in the FIFTH SCHEDULE here under written) TO HAVE AND
 TO HOLD the said Apartment hereby sold transferred and conveyed and
 every part or parts there of unto and to the use of purchaser SUBJECT TO
 due performance of and compliance with the Restrictions/house
 rules (more fully and particularly mentioned and described in the SIXTH
 SCHEDULE here under written) and also subject to purchaser making
 payment of the common area maintenance charges

/common expenses and other charges payable in respect of the said Apartment (such maintenance charges and common expenses as may be decided and demanded to the promoter or its agents and facility manager appointed by them and to the holding organization and/or their respective agents upon the maintenance being handed over by the developer to the holding organization.

1) AND THE PROMOTER DO THERE BY CONVENANT WITH THE PURCHASER as follow:-

- A) THAT not with standing any act deed matter or thing what so ever by the promoter or the owner done or executed or knowingly suffered to the contrary the promoter is now lawfully rightfully and absolutely seized and possessed of and /or otherwise well and sufficiently entitled to the said Apartment as described under the Second Schedule here to and hereby granted, sold, conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and in defeasible estate or in her it ance without any manner or conditions use trust encumbrances or make void the same,save those as specifically provided here under.
- B) That not with standing any act deed or things whatsoever done as aforesaid the Promoter now has good right full power and absolute authority to grant convey transfer sell and assign all and singular the said Apartment here by sold, conveyed, transferred or expressed so to be unto and to the use of the Allottee in the manner as a fore said.
- C) That the said Apartment hereby sold, granted and conveyed or in tended so to be is now free from all claims demands encumbrances liens attachments lispendents de buttar or

Trusts made or suffered by the Promoter or any person or persons having or lawfully or equitably claiming any estate or interest there in through under or in trust for the Promoter.

- D) THAT the Allottee shall and may at all times here after peacefully and quietly hold possess and enjoy the said Apartment here by receive all rents issues and profits there of without any lawful eviction interruption claims or demands what so ever by the Promoter or any person persons having or lawfully or equitable claiming as afore said.
- E) THAT the Allottee shall be freed cleared and absolutely discharges save dharm less against all estate schargesen cumbrance sliens attachments impendent debater or trust or claims and demands whatsoever created occasioned or made by the Promoter or any person or persons having or lawfully or equitably claim in gas a fore said.
- F) AND FURTHER THAT the Promoter and all persons having or lawfully or equitable claiming any estate or interest in the said Apartment here by or any part thereof through under or in trust for the promoter/owner shall and will from time and all times hereafter at the request and cost of the Allottee make do and execute or cause to maded one and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the said Apartment and every part there of unto and the use of the purchaser in the manner as a fore said as shall or may be reasonably required.
- G) THAT the Promoter has not at any time done or executed or knowingly suffered or been party to any act or thing save and except consent to any home-loan bank or financial institution

for granting home loans to various Apartment purchasers and where by and where under the said Apartment hereby granted, transferred and conveyed or expressed so to be or any part there of can may be impeached encumbered or affected in title or other wise.

3. AND THE PURCHASER/ALLOTTEE SHALL TO THE END AND INTEND THAT THE OBLIGATIONS AND COVENANT HEREIN AFTER CONTAINED SHALL AT ALL TIMES HEREIN AFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID APARTMENT HEREBY CONVEYED HERE BY COVENANT WITH THE PROMOTER as follows:-
- a) THAT the Allottee and all other persons deriving title under these presents shall and will at all times here after shall observe the restrictions/house rules regarding the user of the Apartment and also the obligations set forth in the SEVENTH SCHEDULE here under written.
 - b) THAT the Allottee shall with in six months from the date of execution of these presents at his/her their cost shall apply for obtaining mutation of their names as the owner and until the said Apartment is not separately assessed the purchaser shall pay the proportionate share of the assessed municipal tax and other taxes and impositions payable in respect of the said building, as may be determined and fixed by the promoter and upon formation of the holding organization by such holding organization with out raising any objection whats oever.
 - c) THAT the Allottee shall at all times from the date of possession as mentioned the letter of possession be liable to

Pay and regularly and punctually make payment of all the municipal rates and taxes and other out goings including cesses, multi-storied building taxes, water tax, urban land tax, if any, GST and other levies in positions and maintenance and outgoings (here in after referred to as the rates and taxes which may from time to time be imposed or become payable in respect of the said Apartment and proportionately for the building as a whole and proportionately for the common parts and portions and until the mutation is effected in the names of the Allottee (s), the Allottee shall be liable to make payment of the proportionate share of such Rates and Taxes to the Promoter.

4. AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERE TO as follows:
- a) THAT the undivided share in land comprised in the said premises and the proportionate share in common parts and portion hereby sold and transferred and attributable to the said Apartment shall always remain impartible.
 - b) THAT right of the Allottee shall remain restricted to the said Apartment and proportionate share or interest in the common parts, portions, areas, facilities and /or amenities comprised in the said complex.
 - c) The Allottee on payment of deposit to WBSEDCL directly can obtain the meter and the Allottee further agrees to regularly and punctually make payment of the proportionate electricity charges for lighting of the common parts and portions and further agrees not to withhold payment of the same on any

Account what so ever or however on and for the date of presence of the Apartment.

- d) As from the deemed date of possession as mentioned in the possession letter the Allottee shall regularly and punctually make payable of the maintenance charges/ common expenses (more fully described in the eight schedule herein understated) payable in respect of the said Apartment to the promoter/ facility manager/agents appointed by the promoter and to the holding organization upon the maintenance being handed over to them by the promoter. Such charges shall be made applicable by the vendor/holding organization/facility manager from time to time at their sole and absolute discretion and after taking in to consideration the common services provided and the costs thereof.
- e) The Allottee acknowledges that regular and timely payment of the maintenance charges is a “must” and non-payment thereof is likely to adversely affect the interest of the other owners and / or occupiers of the said building and that non-payment of such maintenance charges is likely to cause malicious loss and damage to the other owners and/or occupiers of the said building and as such in the event of any default on the part of the Allottee in making payment of such maintenance charges then and in that event without prejudice to any other right which the developer and upon formation of the holding organization, the promoter and/or holding organization as the case may be shall be entitled to and hereby authorized;
- i) To disconnect the supply of water.

- ii) To disconnect the supply of electricity,
- iii) To prevent the use of lift.

And the same shall not be restored till such time the amounts so remaining outstanding are paid with interest at the rate of 2% per month and the Allottee hereby further waives the right for service of notice in the event of any default in non-payment of such maintenance charges.

- f) Upon sale and transfer of the apartment constructed spaces and allotment of car parking by the promoter, the promoter of the various apartments constructed spaces and car parking shall from _____ a _____ holding organization/syndicate/management company/society/association (here in after referred to as the holding organization) who shall be titled to take over management of the common parts and portions and shall remain responsible for rendition of common services and the Allottee hereby commits himself/herself/themselves/itself to be come a member of such holding organization and to make payment of the maintenance charges to such holding organization regularly and punctually and shall also observe the rules and regulations which may be framed by such holding organization.

5. GENERAL

- 5.1 For the purpose of maintenance of the common parts and portions and for rendition of common services the promoter/holding organization shall be entitled to appointment of a facility manager and the Allottee hereby consents to appointment of a facility manager and in the event of such facility manager being appointed the purchaser shall regularly and punctually make payment of the

Maintenance charges as more fully described in the Eighth Schedule hereunder written and other amounts including the proportionate share of there muneration which may be required to be paid to such facility manager.

5.2 The Allottee their licensees or his nominees will also hold, use and enjoy the said Apartment strictly subject to the easement and rights reserved and/or granted as per the FIFTH SCHEDULE here to and subject to the due observance and performance of the House Rules and Restrictions as to the user and/or enjoyment set out under the SIXTH SCHEDULE hereto.

5.3 The said housing complex shall always be known as “NIRVANA GARDEN” and the Apartment Holders shall not been titled to change the name at any time in future.

6. ENFORCEMENT OF THE COVENANTS

6.1 The covenant regarding payment of maintenance charges/common expenses and regarding use if the common parts and portions and observance of house rules as laid down in the seventh SCHEDULE is for mutual benefit of all Apartment Holders owners and in the event of any default on the part of the Allottee in making payments of the proportionate share of maintenance charges to the promoter/holding organization or facility manager/ agent appointed by them then in that event the promoter/holding organization shall be entitled to disconnect then supply of electricity , discontinue the supply of water or prevent the use of lift or discontinue generator services. It is hereby agreed and declared by and between the parties here to that in as much as the convenat regarding

Payment of all common expenses and maintenance charges is for beneficial use of all the Apartment Holders owners in the event of any default on the part of the Allottee in performing the obligations in terms of this deed the promoter/holding organization and/or any of the Apartment Holders shall be titled to enforce the same.

7. RESERVATION&SUPERCESSION

- 7.1 This deed supersedes all writing, understandings, agreement, brochures and any other agreement between the parties hereto and to the Allottee agrees not to rely on the same save and except the applicable covenants of the said agreement for sale of the Apartment.
- 7.2 The right of the Allottee shall remain restricted to the said Apartment and common area and portions and in no event the Allottee shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the building and the said premises. Promoter shall be entitled to sell and transfer the said opens paces by way of open car parking/two wheeler parking zone so rare.
- 7.3 It is clearly understood and envisaged that the Promoter shall always be entitled to use and utilize the side open spaces for any of its purposes including to create car parking and vehicle zones in the side open spaces and to sell the car parking areas and spaces independently whether such open car parking spaces have been officially sanctioned or not and the Allottee under takes not to make or raise any objection there to.

7.4 The Allottee covenants that the Allottee and/or association shall not at any point of time object or oppose the use of the roof by the Promoter, its licensee and/or any other users and occupiers of the commercial area for installation, upkeep and/or maintenance of antenna and/or towers etc.

7.5 The Allottee covenants and agrees that the Allottee singly and/or in unison with any other Apartment Holder at the said complex shall not object to the Promoters right to use, convert, utilize the roof or any part of it and/or the open terraces appurtenant to any Apartment for the purpose of creating, installing of a private terrace garden or a pent house etc. as per the Plan inspected by the Authority.

FIRST SCHEDULE ABOVE REFERRED TO

(Said Land)

That piece and parcel of a Bastu land measuring about land measuring 35.78 catta under mouza- BHADUR,, J.L no.-42, R.S.plot no-1054 L.R PLOT NO— 1054, Dag No - 1054 (P) Khatian No - 2616,2617,2618,2619,2620,2489,2490,2762,2763 Holding No - 0 Under the jurisdiction of Andal Gram Panchyat Dist-Pachim Bardhaman,P.S-ANDAL ,P.O-ANDAL -,W.B. 713321 butted and bounded :-

By North- 220Ft Wide Pacca G.T .Road By South—Vacent Land
By East— Plot No - 1054 By West— Kath Gola .

SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT the Unit in or portion of the building being Unit No. ----- on the ----- at (NIRVANA GARDEN) containing a Super Built up Area - ----- Sq. Ft., Built Up Area- --- -- Sq. Ft., Carpet Area ----- Sq. Feet more or less with a medium size four Wheeler Parking as per position indicated in sanctioned plan **TOGETHER WITH** proportionate share in the land comprised in the Said Premises described in the First Schedule mentioned here in above.

THIRDSCHEDULE ABOVE
REFERREDTO(COMMONAREAS,AMENITIES&
FACILITIES)(FORTHEPROJECT)

1. The foundation columns beam supports corridors lobbies stairs, stair ways land in gsentrances exists and pathways drive ways,
2. Drains and se wers from the premises to the municipal duct,
3. Water sewerage and drainage connection pipes from the Apartment to drains and sewers common to the premises,
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises,
5. Boundary walls of the premises including outer side of the walls of the building and main gates,
6. Water pump and motor with installation and room there fore,
7. Overhead tanks and underground water reservoirs, water pipes and other common plumbing installations,
8. Electrical wiring, meters and fittings and fixtures for lighting the staircase, lobby, and other common areas (excluding those as are talled for any particular Apartment)and spaces required there fore,
9. Windows/doors and other fittings of the common area of the premises,
10. Generator, its installations and it sallied accessories,
11. Lifts and its accessories, installations and spaces required therefore,

12. Such other common parts areas equipments installations fixtures fittings covered and open space in or about the said premises and/or the building as are necessary for passage to use and occupancy of the Apartments and as are specified by the Owners/Developers expressly to be the common parts after construction of the building but excluding the other open and/or covered areas or space which can always be used or allowed to be used by the Vendor for different purposes.

FOURTHSCHEDULEABOVEREFERREDTO

(Rights, Easements, quasi-easements reserved un to the Promoter)

The under mentioned rights, easements, quasi-easements, privileges and appurtenances shall be excepted out of the sale and be reserved unto the vendor but shall be transferred to the Holding Organization.

1. The right in common with the Allottee and/or other person or persons entitled to the other Apartment and/or other parts of the Building for the use and enjoyment of other Apartment and/or the common portions respectively owned.
2. The right of passage in common with the Allottee and other person or persons as a foresaid of gas, if any electricity, telephone and water from and to any part of the said Building through or over the said Apartment and/or the land and the Building as may be reasonably necessary for the beneficial use and occupation of the other Apartments or portions of the said land and building for all purpose what so ever.

3. The right of protection of other portion or portions of the said building and all parts of the said Apartments of areas they now protect the same.
4. The right as might otherwise be comevested in the Allottee by means of any structural alteration to the said Apartment or otherwise in any manner to lessen or diminish the support at present enjoyed by other parts or parts of the said building.
5. The right of the Promoter and/or occupiers of other part or parts of the said building for the purpose of ingress to and egress from such other part or parts of the said Building, the front entrance, the tube wells, transformers, staircases, lift, open and spaces and other common portions.
6. The right with or without workmen and necessary materials to enter upon from time to time the said Apartment for the purpose of repairing of areas may be necessary such pipes, drains and wires conduits and other common portion as afore said provided.

FIFTH SCHEDULE ABOVE REFERRED TO

1. The Allottee will be entitled to all rights privileges, vertical and lateral supports, easements, appendages and appurtenances what so ever belonging to or in any way appertaining to the said Apartment and the properties appurtenant thereto usually held, used, occupied or enjoyed or reputed to be known as part or parcel thereof or appertaining there to which are here in more fully specified EXCEPTING AND RESERVING unto the vendor the rights, easements and quasi-easements privileges and appurtenances more fully described in Fourth Schedule hereto.

2. The right so faccess and use in common with the Promoter and/or the occupiers of Apartment at the Building, their servants, agents and invitees at all times and for all normal purposes connected with the use and enjoyment of the said Apartment such as drains, wires and conduits and for the purpose of repairing or clearing any part or parts of the said Apartment and/or common parts in so far as such repairing, repainting or cleansing as a foresaid cannot be reasonably carried out without such entry and in all such cases excepting emerging situation upon giving 48hours previous notice in writing of the purchaser's intention to do so written to the Association an do ther persons affected there by.

3. The Allottee may at the sole discretion of the Promoter be allowed to use and enjoy the facility and/or privilege to park..... medium Sized car in the open or covered car parking area(to be designated as the car park area by the Promoter)at the said Premises and if allotted by the Promotor in writing and not otherwise.

SIXTHSCHEDULEABOVEREFERREDTO
(RESTRICTIONS/NEGATIVECOVENANTS/HOUSERULES)

In connection with the use and enjoyment of the said Apartment the purchaser shall be obliged:

- a) Not to throw any rubbish or store any offensive, dangerous combustible goods in the common parts or in the Apartment;
- b) Not to carry on any obnoxious, injurious, noisy, offensive, illegal or immoral activity in the said Apartment;

- c) Not to cause any nuisance or annoyance to the co-owners and/or occupiers of other portions of the said Building;
- d) To use or allow the use of the said Apartment for quiet and decent purposes;
- e) Not to use or permit the same to be used for any guest house, boarding and lodging house, restaurant, nursing home, meeting place, club, manufacturing or processing work, hobby center;
- f) Not to raise any object in the event the promoter exercises its right to erect one or more floor or floor sor other structures in or upon the roof the said building.
- g) Not to store or permit to be stored any materials in the common portions, lobbies, staircases and other parts of the said building;
- h) Not to undergo any structural changes of the said Apartment in any manner which causes any damage to the structural stability of the building, in terms of load bearing capacity pursuant to such changes if any however under all circumstances with necessary permission of Andal Panchayet Samity;
- i) Not to park or permit to park any car or vehicle in the common passages or drive ways, without written permission of the vendor;
- j) Not to decorate or paint or otherwise alter the exterior of the said Apartment and/or common parts of the said building in any manner save in accordance with the general scheme thereof as permitted in writing by the vendor or the Holding Organization;

- k) Not to hang or display any clothes or articles in the veranda/balcony or in the windows or in such manner as may be visible from outside;
- l) Not to do any thing where by the other co-owners are obstructed in or prevented from enjoying quietly and exclusively of their respective Apartments and parkings paces and jointly of the common parts;
- m) Not to claim any right in any part of the Building or the land save as be necessary for ingress and egress of men, materials, utility, pipe, cables and lines to the said Apartment and in particular not to claim any right to any parking space or terrace or any others pace or places areas has been expressly granted;
- n) Not to obstruct in any manner in raising further storey or making other constructions or transferring any right in or on the land or building or other spaces or parking spaces or new constructions therein;
- o) Not to display or affix any neon sign or sign board on any outer walls of the Building or the said Apartment or in common parts save to the extent and at places specified from time to time;
- p) Not to claim any partitionors ub-division of the land or the common parts and not to partition the Apartment by metes and bounds except with the permission in writing of the vendor;
- q) Not to claim any right over the roof/terrace and/or parking spaces and over and inrespect of other open spaces not being transferred to the purchaser and the vendor shall have the full and absolute right to deal with and/or to transfer the same, without any

Objection from the purchaser or any person claiming through them;

- r) To keep the said Apartment in a good state of repairs and conditions and to carry out necessary repairs or replacements as and when required;
- s) To observe such other rules and regulations as may be necessary or be made applicable for the use of the Apartment or for the common parts or portions by the vendor and by the Holding Organization.
- t) Not to cause any noise, or air or sound pollution or any other kind of mischief.

IN WITNESS WHEREOF the Parties have executed this Deed of Conveyance the day ,month and year first above written.

EXECUTED AND DELIVERED

By the PROMOTER at Durgapur
in the presence of:-

EXECUTED AND DELIVERED

By the ALLOTTEE at Andal in
the presence of:-

Advocate by:-

Advocate

MEMO OF CONSIDERATION

RECEIVED by the Promoter from the Allottee the following sum of money from time to time in terms of the Agreement for Sale.

<u>ChequeNos.</u>	<u>Dated</u>	<u>Drawnon</u>	<u>Amount(Rs.)</u>
		<u>Total</u>	

(Rupees _____)only.