

THIS DEED OF CONVEYANCE is executed on this the DAY OF 2023.

BY and BETWEEN

“HARE KRISHNA SKY”, **Income Tax PAN : AAOFH0973M**, a partnership firm as per the provisions of the Indian Partnership Act, 1932, having registered office at 146, Tilak Road, Burn’s Plot, P.O. + P.S.- Raniganj, Pin – 713347, Dist. - Paschim Bardhaman (W.B.), represented by its partner and authorized signatory **Mr. LALIT KHAITAN, Income Tax PAN : AFDPK0883R, Aadhaar No. 7386 1584 2713**, son of Mr. Late Radheshyam Khaitan, by faith Hindu, Indian citizen, by occupation Business, resident of 146, Tilak Road, Burn’s Plot, P.O. + P.S.- Raniganj, Pin – 713347, Dist. - Paschim Bardhaman (W.B.), authorized *vide* board resolution dated hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **FIRST PART**;

AND

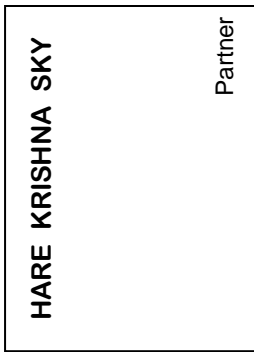
....., son of, **Income Tax PAN :**, by occupation, by faith Hindu, Indian citizen, resident of, P.O.-, P.S.-, PIN -, Dist.- Paschim Bardhaman (W.B.), hereinafter referred to as the "**Purchaser / Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest & permitted assignees) of the **SECOND PART**;

Owner / Developer / Promoter and Buyer(s) collectively Parties and individually Party.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

Subject Matter of Conveyance

- A. **TRANSFER OF SAID FLAT AND APPURTENANCES:** Terms and conditions for transfer of:
1. **SAID FLAT:** Residential Flat fully mentioned in Part – I of Sixth Schedule in the complex named ‘**Ananda Niketan**’ (Said Complex) situated at Kumar Bazar Baktarnagar Road. Raniganj, P.O. & P.S.- Raniganj, PIN – 713347, Dist.- Paschim Bardhaman (W.B.).
 2. **LAND SHARE:** Undivided, proportionate, impartible and variable share in the land contained in the Said Premises (Land Share), attributable and appurtenant to the Said Flat.
 3. **PARKING SPACE:** The car / motorcycle and/or both parking space/s described in Part-II of the Sixth Schedule (Said Parking Space), if any.



4. **SHARE IN COMMON PORTIONS:** Undivided, proportionate, impartible and variable share and/or interest in the common areas, amenities and facilities of the Said Building and the Said Complex (Share In Common Portions), the said common areas, amenities and facilities being described in the Second Schedule below (collectively Common Portions).
5. **EASEMENT RIGHTS:** Right of perpetual easement on the pathways situated inside the ANANDA NIKETAN project (Easement Rights).
6. **PLAN/PLANS** shall mean the Plan sanctioned by the Asansol Municipal Corporation vide nos. **dated** for construction of new building for residential purpose and shall also include, wherever the context permits, such other plans that may be sanctioned including variations/modifications therein, if any, as well as all revisions, renewals and extensions thereof, if any

B. Background

“HARE KRISHNA SKY” duly represented by its 3 (Three) partners **(1) Mr. Lalit Khaitan** (PAN : AFDPK0883R, Aadhaar No. 7386 1584 2713), son of Late Radheshyam Khaitan, resident of 146, Tilak Road, Burn’s Plot, P.O. + P.S.- Raniganj, Pin – 713347, Dist. - Paschim Bardhaman (W.B.), **(2) Mr. Kishan Sureka** (PAN : AKCPS9157L, Aadhaar No. 5800 0081 0450), son of Late Damodar Sureka, resident of Kuchkuchiya Road Bankura, P.O. & P.S.- Bakura, PIN – 722101, Dist.- Bankura (W.B.) & **(3) Md. Sejamel Hoque** (PAN : ABIPH6131N, Aadhaar No. 6909 1632 0059), son of Late Bani Israil, resident of M. N. Ghosh Road, Ronai, Idgah Para, P.O. + P.S.- Raniganj, PIN – 713347, Dist.- Paschim Bardhaman (W.B.), both (1) & (2) are by faith Hindu, and (3) by faith Islam, all (1) to (3) are Indian citizen, by occupation **Business**, owning and possessing of a land measuring about **22.68 Katha or 37.4845 Dec.** more or less comprising within appertaining to Mouza – Kumar Bazar, J.L. No. 28, R. S. & L. R. Plot No. 214 & 215, L.R. Khatian No. 1985, P.S.- Raniganj, under Asansol Municipal Corporation at Raniganj, A.D.S.R. Office - Raniganj & Sub-Division - Asansol Sadar, District- Paschim Bardhaman, West Bengal, India. **(“Said Land”)** vide following sale deeds

Serial No	Deed No	At the office of
1	230403731/2021	A.D.S.R. Raniganj
2	230405172/2021	A.D.S.R. Raniganj

1. **SANCTION OF PLANS:** With the intention of developing and commercially exploiting the Said Premises by constructing the Said Complex thereon and selling spaces therein (Units), the Developer / Promoter has got a building plan sanctioned by the Asansol Municipal

Corporation, being Plan No. vide nos. **dated** for construction of new buildings for residential purpose in the said schedule property as mentioned in Part – II of First Schedule and shall also include, wherever the context permits, such other plans that may be sanctioned including variations/modifications therein, if any, as well as all revisions, renewals and extensions thereof, if any.

2. **COMMENCEMENT OF CONSTRUCTION:** The Developer / Promoter commenced construction of the Said Complex on the Said Premises and announced sale of flats comprised in the Said Complex.
3. **OTHER PERMISSIONS AND REGISTRATION UNDER RERA:** The Developer / Promoter has got the building Plans sanctioned by the Asansol Municipal Corporation and also obtained other necessary permissions and sanctions from the other competent authority(ies) and has also registered the Project under the Real Estate (Regulation and Development) Act, 2016 (“Act”) with the West Bengal Real Estate Regulation and Development Authority at West Bengal under Registration No. **as ANANDA NIKETAN.**
4. **APPROACH BY BUYER(S):** The Buyer(s) directly approached the Developer / Promoter.
5. **SALE AGREEMENT:** By an agreement **dated**, and thereafter a **Registered Sale Agreement without possession** being no. **dated** before the office of the **A.D.S.R., Raniganj**, the Developer / Promoter have agreed to sell and convey to the Buyer(s) the Said Flat described in Sixth Schedule.
6. **COMPLETION OF CONSTRUCTION OF THE SAID BUILDING:** The Developer / Promoter have since completed construction of the Said Building.
7. **CONVEYANCE TO THE BUYER(S):** In pursuance of the Sale Agreement between the Developer / Promoter herein and Buyer(s) herein, the Developer / Promoter is completing the sell / transaction of the Said Flat in favor of the Buyer(s), by these presents.

C. Transfer

1. **HEREBY MADE:** The Developer / Promoter hereby sells, conveys and transfers to and unto the Buyer(s) absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Flat described in the Sixth Schedule below, being :
2. **SAID FLAT:** Residential Flat fully described in Part - I of the Sixth Schedule, (Said Flat), within one G+5 storied building named ‘Ananda Niketan’ and more fully described in the Part – II of the First Schedule.
3. **LAND SHARE:** Undivided, proportionate, impartible and variable share in the land contained in the Said Premises (Land Share), attributable and appurtenant to the Said Flat.

4. **PARKING SPACE:** The said parking space/s described in Part-II of the Sixth Schedule below (Parking Space), if any.
5. **SHARE IN COMMON PORTIONS:** Undivided, proportionate, impartible and variable share and/or interest in the common areas, amenities and facilities of the Said Building and the Said Complex (Share In Common Portions), the said common areas, amenities and facilities being described in the Second Schedule below (collectively Common Portions).
6. **EASEMENT RIGHTS:** Right of perpetual easement on the roads and pathways situated inside the ANANDA NIKETAN.

D. CONSIDERATION

TOTAL CONSIDERATION: The aforesaid transfer of the Said Flat And Appurtenances is being made in consideration of a sum of **Rs.00 (Rupees)** Only [Excluding GST & Other Taxes] (Total Consideration), paid by the Buyer(s) to the Developer / Promoter, receipt of which the Developer / Promoter hereby, admits and acknowledges.

E. TERMS OF TRANSFER

1. CONDITIONS PRECEDENT

- i) **TITLE, PLAN AND CONSTRUCTION:** The Buyer(s) have examined or caused to be examined the following and the Buyer(s) are fully satisfied about the same and shall not be entitled to and covenants not to raise any requisition, query, clarification or objection regarding the same and also further waives the right, if any, to do so:
 - a. The right title and interest of the Developer / Promoter in respect of the Said Premises, and the Said Flat;
 - b. The Plans sanctioned by the Corporation and other permissions if any granted by the other competent authorities;
 - c. The construction and completion of the Said Building, the Common Portions and the Said Flat including the quality, specifications, materials, workmanship and structural stability thereof.
 - d. The Buyer(s) also assure to comply with covenants of his/its part as stipulated herein and also observe general rules and regulations as applicable in multi-storied buildings and shall maintain the said Flat in habitable condition without causing any changes in structural or otherwise in the said Flat.

stipulations and obligations required to be performed by the Buyer(s) hereunder. The Buyer(s) agreed to keep indemnified the Developer / Promoter and/or its successors-in-interest, of from and against any losses, damages, costs, charges and expenses which may be suffered by the Developer / Promoter and/or its successors-in-interest by reason of any default of the Buyer(s).

F. POSSESSION

Delivery of Possession: Khas, vacant and peaceful possession of the Said Flat and Said Parking (if any) has been handed over by the Developer / Promoter to the Buyer(s), which the Buyer(s) admits, acknowledges and accepts.

G. OUTGOINGS

Payment of Outgoings: All Municipal taxes, surcharge, outgoings and levies of or on the Said Flat And Appurtenances, relating to the period from the Date of Possession or actual Handover of the Flat before or after executing Registered deed of Conveyance before proper forum or Completion Certificate, from the appropriate authority which ever may be earlier, in respect of the Said Flat, whether as yet demanded or not, shall be borne, paid and discharged by the Buyer(s).

H. HOLDING POSSESSION

BUYER(S) ENTITLED: The Developer / Promoter hereby covenants that the Buyer(s) shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Buyer(s), without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Developer / Promoter or any person lawfully or equitably claiming any right or estate therein from under or in trust from the Developer / Promoter.

I. FURTHER ACTS

DEVELOPER / PROMOTER TO DO: The Developer / Promoter hereby covenants that the Developer / Promoter or any person claiming under it, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Buyer(s) and/or successors-in-interest of the Buyer(s), do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Buyer(s) to the Said Flat And Appurtenances. And the Developer / Promoter shall comply with its obligations as provided in the Real Estate (Regulation and Development) Act, 2016 (formerly West Bengal Housing Industry Regulation Act, 2017) subject to the Buyer(s) comply with his/its/their obligations and covenants as stipulated herein and in the said Sale Agreement.

Second Schedule (Common Portions)

COMMON PORTIONS

(Applies to present phase and all other phases in future)

- a) Lobbies, passages, staircases, landings, corridors of the said Building.
- b) Driveways and internal paths and passages in the said Property.
- c) Lift, Lift pits, chute and lift machine rooms other equipments.
- d) Common drains, sewers, pipes and plumbing equipments.
- e) Water supply from deep tube well / Asansol Municipal Corporation (as per availability)
- f) Common underground water reservoir.
- g) Overhead water tank in the said Building.
- h) Wires, switches, plugs and accessories for lighting of common areas.
- i) Water Pump and motor and water pump room (if any).
- j) Septic Tank
- k) Common toilets (if any)
- l) Room for Darwans (if any).
- m) Common electrical wiring, meters, fittings and fixtures for lighting of common areas.
- n) Boundary walls and Main Gate
- o) HT/LT room/space
- p) Electricity meter room/space
- q) Generator room/ space (if any)
- r) Firefighting equipment in the Buildings (if any)
- s) Any other area as per prevailing Act and Rule

Note :-

- i) Any other area/s and installation/s and/or equipment/s, if any, as are provided in the Said Complex and/or the Said Premises for common-use and enjoyment of the owners and occupants of the residential portion.

Third Schedule (Common Expenses/Maintenance Charges)

1. Common Utilities: All charges and deposits for supply, operation and maintenance of common utilities.
2. Electricity: All charges for the electricity consumed for the operation of the common machinery and equipment.
3. Fire Fighting: Costs of operating and maintaining the fire-fighting equipments and personnel, if any.
4. Association: Establishment and all other capital and operational expenses of the Association.
5. Litigation: All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.

6. Maintenance: All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions, including the exterior or interior (but not inside any Flat) walls of the Said Building.

7. Operational: All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lifts, D.G. Set, changeover switches, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions.

8. Rates and Taxes: Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Building save those separately assessed on the Buyer(s).

9. Staff: The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

10. Unsold Flats: Flats remaining unsold will not be liable for payment of maintenance charges until such time such flats are sold.

Fourth Schedule (Easements and Quasi-easements)

The Buyer(s) and the other co-owners shall allow each other, the Developer / Promoter and the Association, the following rights, easements, quasi-easements, privileges and/or appurtenances and in turn, the Buyer(s) shall also be entitled to the same:

1) Right of Common Passage on Common Portions: The right of common passage, user and movement in all Common Portions;

2) Right of Passage of Utilities: The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Said Building including the other flats and the Common Portions;

3) Right of Support, Shelter and Protection: Right of support, shelter and protection of each portion of the Said Building by other and/or others thereof;

4) Right over Common Portions: The absolute, unfettered and unencumbered right over the Common Portions subject to the terms and conditions herein contained;

5) Appurtenances of the Said Flat: Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the Said Flat and/or Parking if any and Appurtenances;

6) Right to Enter: The right, with or without workmen and necessary materials, to enter upon the Said Building, including the Said Flat And Appurtenances or any other flat for the purpose of repairing any of the Common Portions or any appurtenances to any flat and/or anything comprised in any flat, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 (forty eight) hours prior notice in writing to the persons affected thereby;

7) Access to Roof: Right of access to the roof and/or terrace above the top floor of the Said Building;

Fifth Schedule (Covenants)

Note: For the purpose of this Schedule, the expression Developer / Promoter shall include the Association, wherever the context permits or requires. The covenants given in this Schedule shall be in addition to the covenants, confirmations, assurances and undertakings given by the Buyer(s) elsewhere in this Conveyance, which shall also be and be deemed to be included in the Buyer' Covenants.

1. Buyer(s) Aware of and Satisfied with Said Building and Construction: The Buyer(s) admit and accept that the Buyer(s), upon full satisfaction and with complete knowledge of the Common Portions, specifications and all other ancillary matters, is purchasing the Said Flat. The Buyer(s) have examined and are acquainted with the Said Building to the extent already constructed and to be further constructed and has agreed that the Buyer(s) shall neither have nor shall claim any right over any portion of the Said Building and the Said Premises save and except the Said Flat.

2. Buyer(s) to pay Taxes and Common Expenses/Maintenance Charges: The Buyer(s) admits and accepts that the Buyer(s) shall pay Municipal and other taxes proportionately for the Said Building and wholly for the Said Flat And Appurtenances, from the Date of possession or from the Date of Actual Handover of the flat whether it is before or after executing the Deed of Conveyance before the proper forum and until the Said Flat is separately mutated and assessed in favour of the Buyer(s), on the basis of the bills to be raised by the Developer / Promoter/Association, such bills being conclusive proof of the liability of the Buyer(s) in respect thereof. The Buyer(s) also admits and accepts that the Buyer(s) shall have mutation completed at the earliest. The Buyer(s) further admits and accepts that the Buyer(s) shall pay proportionate

share of the Common Expenses/Maintenance Charges of the Said Building as indicated above, on the basis of the bills as raised by the Developer / Promoter/Association, as the case may be, without claiming any deduction or abatement in any manner or on any account, from the Date of Possession.

The Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Developer / Promoter / Association. In the event of the Developer / Promoter being made liable for payment of any tax (excepting Income Tax), duty, levy or any other liability under any statute or law for the time being in force or enforced in future and if the Developer / Promoter is advised by its consultant that the Developer / Promoter is liable or shall be liable for payment of any such tax, duty, levy or other liability on account of the Developer / Promoter having agreed to perform the obligations, the Buyer(s) shall be made liable to pay all such tax, duty, levy or other liability and hereby agree to indemnify and keep the Developer / Promoter saved, harmless and indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

3. Buyer(s) to Pay Interest for Delay and/or Default: The Buyer(s) admit and accept that the Buyer(s) shall pay, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, all bills raised by the Developer / Promoter/Association, within 7 (seven) days of presentation thereof, failing which the Buyer(s) shall pay interest @ 18% (eighteen percent) per annum, compoundable monthly, to the Developer / Promoter / Association, such interest running till such payment is made. The Buyer(s) also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, the Developer / Promoter/Association shall be entitled to discontinue all the common facilities, amenities and services to the Buyer(s).

4. Developer / Promoter's Charge/Lien: The Buyer(s) admit and accepts that the Developer / Promoter shall have the first charge and/or lien over the Said Flat for all amounts remaining outstanding from the Buyer(s).

5. No Rights of or Obstruction by Buyer(s): The Buyer(s) admit and accept that all open areas in the Said Building including all open car parking spaces which are not required for ingress to and egress from the Said Flat, do not form part of the Common Portions in terms of the Agreement and the Developer / Promoter shall have absolute right to sell, transfer and/or otherwise dispose off the same or any part thereof.

6. Variable Nature of Land Share and Share In Common Portions: The Buyer(s) covenants that:

- (1) The Buyer(s) fully understand, appreciate and accept that the Land Share and the Share in Common Portions has been arrived at on a very rough estimation of the proportion that the Said Flat bears to the currently proposed area of the Said Building and the Said Complex and if the area of the Said Building and the Said Complex is increased / recomputed by the Developer / Promoter (which the Developer / Promoter shall have full right to do and which right is hereby unconditionally accepted by the Buyer(s)), then the Land Share and the Share In Common Portions shall vary accordingly and proportionately,
- (2) The Buyer(s) shall not question any variation (including diminution) of the Land Share and the Share In Common Portions as decided by the Developer / Promoter
- (3) The Buyer(s) shall not demand any refund of the Total Consideration paid by the Buyer(s) on ground of or by reason of any variation of the Land Share and the Share in Common Portions and
- (4) The Buyer(s) fully understand, appreciate and accept that the Land Share and the Share in Common Portions is not divisible and partible. The Buyer(s) shall accepts (without demur) the proportionate share with regard to various matters, as be determined at the absolute discretion of the Developer / Promoter.

7. Buyer(s) to Participate in Formation of Association: The Buyer(s) admit and accept that the Buyer(s) and other co-owners shall form the Association and the Buyer(s) shall become a member thereof. The Buyer(s) shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for, acquire and hold membership with voting rights and in this regard the Buyer(s) shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. The Buyer(s) also admit and accept that until formation of the Association, the Developer / Promoter shall look after the maintenance of the Said Building and the Said Complex and/or the Said Premises. Upon formation of the Association, all rights and obligations with regard to maintenance and the residue then remaining of the deposits, if any, made by the Buyer(s), after adjustment of all amounts then remaining due and payable, shall be transferred to the Association. The deposits shall thereafter be held by the Association in the account of the Buyer(s), for the respective purposes thereof. However, it is clarified here that the Developer / Promoter shall have the sole discretion as to when the Association is to be formed and maintenance of the Said Building and/or the Said Premises to be handed over.

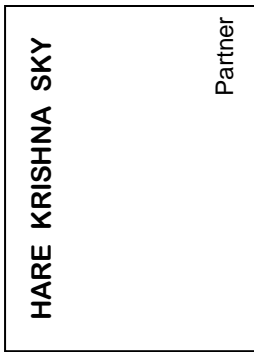
8. Obligations of the Buyer(s): With effect from the Date of Possession, the Buyer(s) shall:

- a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building, Said Complex and/or the Said Premises by the Developer / Promoter/Association.

- b) **Observing Rules:** observe the rules framed from time to time by the Developer / Promoter/Association for the beneficial common enjoyment of the Said Building, Said Complex and/or the Said Premises.
- c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat and the Common Portions.
- d) **Meter and Cabling:** be liable to draw the electric lines/wires from the meter room to the Said Flat only through the duct and pipes provided thereof, ensuring that no inconvenience is caused to the Developer / Promoter or to the other co-owners. The main electric meter shall be installed only at the common meter space in the ground floor of the Said Building. The Buyer(s) shall, similarly, use the ducts and pipes provided for TV and telephone cables and shall under no circumstances be entitled to string wires and cables through any other part or portion of the Said Building, Said Complex and/or the Said Premises.
- e) **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances the Buyer(s) shall use the Said Flat for commercial, industrial or any other purpose.
- f) **No Alteration:** not alter, modify or in any manner change the elevation and exterior colour scheme of the Said Building, Said Complex and/or the Said Building and not make any additions or alterations and/or changes in the design and/or the colour scheme of the windows, grills and the main door of the Said Flat, without the permission in writing of Developer / Promoter or the Association. In the event the Buyer(s) makes the said alterations/changes, the Buyer(s) shall compensate the Developer / Promoter / Association as estimated by the Developer / Promoter / Association.
- g) **No Structural Alteration:** not alter, modify or in any manner change the structure or any civil construction in the Said Flat or the Said Building which may affect or endanger the structural stability of the Said Building and not subdivide the Said Flat in any manner whatsoever.
- h) **No Sub-Division of flat/parking space/servant quarters (if any):** Not to sub-divide the flat/parking space/servants quarter under any circumstances.
- i) **No Changing Name:** not change/alter/modify the name of the Said Building, which has been given by the Developer / Promoter.
- j) **No Nuisance and Disturbance:** not use the Said Flat or the Parking Space, 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, Said Complex

and/or the Said Premises and/or the neighbouring 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 occupants.

- k) **No Storage:** not allow storage of any goods, articles or things in the Common Portions and/or any part or portion of the Said Building, Said Complex and/or the Said Premises.
- l) **No Obstruction to Developer / Promoter/Association:** not obstruct the Developer / Promoter/Association in their acts relating to the Common Portions and not to obstruct the Developer / Promoter in constructing other portions of the Said Building, Said Complex and/or the Said Premises and selling or granting rights to any person on any part of the Said Building, Said Complex and/or the Said Premises (excepting the Said Flat and the Parking Space, if any).
- m) **No Obstruction of Common Portions:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Parking Space, if any.
- n) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Developer / Promoter and/or the Association for the use of the Common Portions.
- o) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated thereof.
- p) **No Blocking Common Portions:** not place or cause to be placed any article or object in the Common Portions.
- q) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Parking Space (if any) or the Common Portions.
- r) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Building, Said Complex or outside walls of the Said Flat save at the place or places provided thereof provided that this shall not prevent the Buyer(s) from displaying a decent name plate outside the main door of the Said Flat.



- s) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat and Parking Space (if any).
- t) **No Drawing Wire/Cable:** not affix or draw any wire, cable or pipe from, to or through any Common Portions or from outside walls of the Said Building, Said Complex save in the manner indicated by the Developer / Promoter/Association.
- u) **No Floor Damage:** not keep any heavy articles or things, which are likely to damage the floors or operate any machine save usual home appliances.
- v) **No Installing Generator:** not install or keep or run any generator so as to cause nuisance to the occupants of the other portions of the Said Building, Said Complex and/or the Said Premises.
- w) **No Use of Machinery:** not install or operate any machinery or equipment except household appliances.
- x) **No Dispute for Not Construction of Other Areas:** The Buyer(s) further covenants that the Buyer(s) shall not have any right to raise any dispute or make any claim with regard to the Developer / Promoter either constructing or not constructing any portions of the Said Complex other than the Said Flat and Appurtenances. The Buyer(s) have interest only in and upon the Said Flat and the Common Portions as are comprised in the Said Building. However, and only upon the Developer / Promoter constructing the balance portions of the Said Building, the Buyer(s) shall acquire interest in such of the Common Portions as may be comprised in the balance portions of the Said Building and the Said Complex which may be constructed by the Developer / Promoter for common use and enjoyment of all the flat owners of the Said Building and the Said Complex.

SIXTHSCHEDULE

PART-I

"SAID FLAT"

ALL THAT the Residential Flat No, type **BHK**, measuring **Sq. Ft. (..... Sq. Ft.) Super-Built-Up Area** equivalent to Carpet Area (CA) Sq. Ft. with EBVT Sq. Ft. totalling Net Area (CA+EBVT) of Sq. Ft., **Tiles flooring, without Roof Right**, situated on the **floor**, within the multi-storied building by the name "**Ananda Niketan**", with **proportionate share** of land measuring **Sq. Ft.** Border **RED** in the MAP or PLAN annexed as **Annexure "A"** herewith which do form a part of this Deed.

HARE KRISHNA SKY
Partner

PART-II

"SAID PARKING SPACE"

ALL THAT the right to park Car / Motorcycle in:

- (i) **1 (One) Covered Car Parking Space** measuring Sq. Ft. (..... Sq. Ft.) **Super-Built-Up Area** equivalent to Sq. Ft. Carpet Area, **flooring, without Roof Right**, situated on the **Ground floor**. Border **RED** in the MAP or PLAN annexed as **Annexure "C"** herewith which do form a part of this Deed.

The Proportionate annual ground rent is payable to the Govt. of West Bengal through the B.L & L.R.O. Raniganj. Dist - Paschim Bardhaman

IN WITNESSES WHEREOF the Sellers, Developer / Promoter and the Purchaser as herein above mentioned, put their respective hands unto this Indenture on the day, month and year first above written in presence of the following witnesses: -

This Deed has been printed in 20 Pages and in Page No. 1 (A) Photo & Ten Fingers Print given by the Parties, duly attested, being the part of this Deed along with all annexures.

WITNESSES:

1.

2.

HARE KRISHNA SKY
Partner

SIGNED AND DELIVERED
by the **DEVELOPER / PROMOTER**

HARE KRISHNA SKY
Partner

SIGNED AND DELIVERED
by the **PURCHASER**

RECEIPT

Received from the Purchaser the within mentioned sum of **Rupees00 (Rupees)** only **[Including GST]** paid in favour of **"HARE KRISHNA SKY"** as per memo below:

MEMO OF CONSIDERATION

HARE KRISHNA SKY
Partner

SIGNED AND DELIVERED
by the **DEVELOPER/PROMOTER**

Drafted and prepared
by me as per documents
produced before me and
typed and printed in my office

SHOUVIK DEY
(A D V O C A T E)
(Asansol Court)
Enrolment No. WB / 1029 / 2009