

**THIS DEED OF CONVEYANCE** made this the ..... day of .....,  
2023

**BY AND BETWEEN**

**SWARNIM REALITY LLP** (PAN ..... ) a Limited Liability Partnership under the Limited Liability Partnership Act, 2008 having registered office at 2, Rowland Road, Police Station – Ballygunge, Kolkata – 700020, represented by one of the Designated Partner namely **MRS. DEEPIKA DARBRIWAL** (PAN ADTPD1213C) (Aadhar 5524 4889 8564), wife of Mr. Sanjiv Kumar Dabriwal, by nationality – Indian, by occupation – business, residing at 2, Rowland Road, Police Station – Ballygunge, Kolkata – 700020, hereinafter referred to as the **“PROMOTER”** (which term or expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include its successors-in-office, and its representatives and assigns) of the **FIRST PART**

**AND**

**(1) GUNJAN AGENCY PRIVATE LIMITED** (PAN AABCG2363) and **(2) TEXILA COMMERCE PRIVATE LIMITED** (PAN AABCT0569P) both companies registered under the Companies Act, 1956 both having registered office at 2, Rowland Road, Police Station – Ballygunge, Kolkata – 700020, both represented by their common Director namely **MRS. DEEPIKA DARBRIWAL** (PAN ADTPD1213C) (Aadhar 5524 4889 8564), wife of Mr. Sanjiv Kumar Dabriwal, by nationality – Indian, by occupation – business, residing at 2, Rowland Road, Police Station – Ballygunge, Kolkata – 700020, collectively hereinafter referred to as the **“OWNERS”** (which term or expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include each of their respective successors-in-office, and its representatives and assigns) of the **SECOND PART**

**AND**

..... (PAN .....) (Aadhar .....), son of  
 ....., by nationality – Indian, by occupation – business,  
 residing at ....., hereinafter referred to as the  
**“ALLOTTEE”** (which term or expression shall, unless excluded by or  
 repugnant to the subject or context, be deemed to mean and include his  
 representatives and assigns) of the **THIRD PART**

The OWNER, the PROMOTER and the ALLOTTEE shall hereafter  
 collectively be referred to as the “Parties” and individually as a “Party”.

**WHEREAS :-**

A. The Owners are the absolute and lawful Owners of the Municipal  
 land admeasuring 10 cottahs more or less being Municipal  
 Premises No. 1095, Mahatma Gandhi Road, Police Station –  
 Haridevpur, Ward No. 124 of Kolkata Municipal Corporation,  
 Kolkata – 700063 more specifically described in the First Schedule  
 hereunder written hereinafter referred to as the said land being  
 the subject matter of development. The Owners have acquired  
 such absolute ownership of the said Land in terms of the Deeds  
 recited hereunder written :-

(i) The Owners are the full and absolute Owners of the municipal  
 premises No. 1095, Mahatma Gandhi Road, Police Station –  
 Thakurpukur, Kolkata – 700063, situated within Ward No. 124  
 of the Kolkata Municipal Corporation admeasuring 10 cottahs  
 more or less previously comprised within R.S. Dag Nos.  
 3614/3799 and 3655, Mouza – Purba Barisha, J.L. No. 23,  
 R.S. Khatian Nos. 3103 and 1831, South 24 Parganas, more  
 specifically described under the First Schedule hereunder  
 written, hereinafter referred as the said Premises.

- (ii) The Owners have acquired the said premises by a registered Deed of Sale dated 19.03.2009 registered with the Additional District Sub-Registrar, Behala and recorded in Book No. I, CD Volume No. 10, Pages 2486 to 2503, Being No. 03241 for the year 2009.
- (iii) After purchase of the land comprised in the said premises which was recorded Doba in R.S. Dag No. 3655 and as Sali in R.S. Dag No. 3614/3799 of Mouza – Purba Barisha, J.L. No. 23, Police Station – Thakurpukur, presently Police Station – Haridevpur, applied for conversion of the respective lands when the office of the Additional District Magistrate & District Land & Land Reforms officers by its order dated the 5<sup>th</sup> December, 2017 and 30<sup>th</sup> December, 2014 respectively allowed the conversion to the category “Bahutal Abasan”.
- (iv) Subsequently, the locality comprised within the Mouza – Purba Barisha was annexed to the Kolkata Municipal Corporation vide Ward No. 124 newly created whereupon the Owners jointly applied for mutation of the said land comprised in the said premises and for allotment of Premises Holding Number whereupon the Kolkata Municipal Corporation has duly issued the Mutation Certificate in the joint name of the Owners vide the order of the Assessor Collector dated 14.11.2019 granting the Assessee No. 411240618260 in respect of the said premises being Premises No. 1095, Mahatma Gandhi Road, P.S. (old Thakurpukur) now Haridevpur, Kolkata – 700063 described in the First Schedule hereunder written.

- (v) While in physical possession of the said premises on absolute ownership basis and paying the upto date municipal rates and taxes, the Owners have got a plan sanctioned by the Kolkata Municipal Corporation in respect of the said premises being Building Permit No. 2023160002 dated 04.04.2023 for construction of a multi-storied housing complex comprising of two blocks of new building of ground plus five stories each block.
- B. By a registered Agreement for Development and registered Development Power of Attorney both dated ....., both registered with ..... Respectively, in Book No. ...., Volume No. ...., Pages ..... to ....., being No. .... for the year 2023, the Owners have granted and the Promoter has acquired absolute and ..... right to develop the said land and to carry out the sale and transfer of the Apartment and to collect the entire sale proceeds and to execute the transfer documents and to register the same for and on behalf of the Owners.
- C. The said land was earmarked for the purpose of building of two blocks of residential building complex comprising of multi-storied apartment, parking spaces and other amenities facilities and infrastructure and the project shall known as Riddhi Siddhi Twin Towers.
- D. The Kolkata Municipal Corporation has granted the sanction to develop the project vide Building Permit No. 2023160002 dated 04.04.2023 in respect of the said Land and such building permit is fully valid and in full force and the necessary formalities thereafter

- have been duly complied and the Kolkata Municipal Corporation has granted the commencement certificate to develop the project dated .....
- E. The Promoter has registered the project under the provisions of the Real Estate Regulation and Development Act 2016 and the Rules framed hereunder with the concerned Real Estate Regulatory Authority vide Registration No. ....
- F. By a registered Agreement dated ..... registered with ..... in 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 as set out under Schedule B hereunder written.
- G. The Promoter has completed the project and the Municipal Authority has duly granted a Completion Certificate/partial Occupancy Certificate in respect of the Project being No. .... dated .....
- H. 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.
- I. 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 whatsoever.

**NOW THIS DEED WITNESSETH AS 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 hereunder written admit and acknowledge to have been received) the Promoter doth sell transfer convey assure and assign unto and to the Purchaser/Allottee FIRSTLY ALL THAT the Apartment No. .... admeasuring ..... sq ft. carpet area (super built area whereof has been determined as \_\_\_\_\_ sq.ft.) on the ..... Floor of the complex known as "RIDDHI SIDDHI TWINS" at the said Premises as shown on the plan of the said ..... Floor bordered RED thereon 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 hereto attributable thereto (hereinafter collectively referred to as the said Apartment particularly mentioned and described in the SECOND SCHEDULE hereunder 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 as set out under the THIRD SCHEDULE hereto FURTHER TOGETHER WITH the liberty or facility to park ..... medium sized car in the car parking area to be designated by the Promoter 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 hereunder written) AND TOGETHER 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 hereunder written) TO HAVE AND TO HOLD the said Apartment hereby sold transferred and conveyed and every part or parts thereof 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 hereunder 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 DOETH HEREBY CONVENANT WITH THE PURCHASER as follow:-

A) THAT notwithstanding any act deed matter or thing whatsoever 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 hereto and hereby granted, sold, conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or

conditions use trust encumbrances or make void the same, save those as specifically provided hereunder.

- B) THAT notwithstanding 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 hereby sold, conveyed, transferred or expressed so to be unto and to the use of the Allottee in the manner as aforesaid.
- C) THAT the said Apartment hereby sold, granted and conveyed or intended so to be is now free from all claims demands encumbrances liens attachments lispendents Debuttar or trusts made or suffered by the Promoter or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Promoter.
- D) THAT the Allottee shall and may at all times hereafter peacefully and quietly hold possess and enjoy the said Apartment hereby receive all rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Promoter or any person persons having or lawfully or equitable claiming as aforesaid.
- E) THAT the Allottee shall be freed cleared and absolutely discharges saved harmless against all estates charges encumbrances liens attachments lispendents debuttar or trust or claims and demands whatsoever created occasioned or made by the Promoter or any person or persons having or lawfully or equitably claiming as aforesaid.



- F) AND FURTHER THAT the Promoter and all persons having or lawfully or equitable claiming any estate or interest in the said Apartment hereby 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 made done 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 thereof unto and the use of the purchaser in the manner as aforesaid 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 whereby and where under the said Apartment hereby granted, transferred and conveyed or expressed so to be or any part thereof can may be impeached encumbered or affected in title or otherwise.
3. AND THE PURCHASER/ALLOTTEE SHALL TO THE END AND INTEND THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALLL AT ALL TIMES HEREINAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID APARTMENT HEREBY CONVEYED HEREBY CONVENANT WITH THE PROMOTER as follows :-
- a) THAT the Allottee and all other persons deriving title under these presents shall and will at all times hereafter shall observe the restrictions/house rules regarding the user of the Apartment and also the obligations set forth in the SEVENTH SCHEDULE hereunder written.

- b) THAT the Allottee shall within 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 without raising any objection whatsoever.
  - 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 outgoings including cesses, multi-storied building taxes, water tax, urban land tax, if any, GST and other levies impositions and maintenance and outgoings (hereinafter 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 if 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 HERETO 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 CESC 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 whatsoever 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 under stated) 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 into 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 (hereinafter referred to as the holding organization ) who shall be entitled 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 become 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 the remuneration 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 hereto 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 “RIDDHI SIDDHI TWINS” and the Apartment Holders shall not be entitled to change the name at any time in future.

6. **ENFORCEMENT OF THE CONVENANTS**

6.1 The covenant regarding payment of maintenance charges / common expenses and regarding use of 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 hereto that in as much as the covenant 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 entitled 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 open spaces by way of open car parking/ two wheeler parking zones or area.

- 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 undertakes not to make or raise any objection thereto.
- 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 v-sat 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, convent, 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)

**ALL THAT** piece and parcel of land measuring about 10 (Ten) more or less lying situate and being Premises No. 1095, Mahatma Gandhi Road, P.S. – Haridevpur, Kolkata – 700063, Ward No. 124 of the K.M.C. within the limits of Sub-Registry Office A.D.S.R. Behala, District 24 Parganas (South).

SECOND SCHEDULE ABOVE REFERRED TO

Residential Apartment No. .... on the ..... Floor of Block – I/II, having super built-up area ..... (for the purpose of calculating maintenance charges only) square feet, more or less corresponding to carpet area ..... square feet more or less with right to park ..... covered or open car parking space to be allotted in due course comprised in the building named “BARSANA ROYALE” constructed on Said Premises, described in the Schedule - A above together with undivided proportionate share of the land underneath the building block together with right to use the common area, amenities and facilities more fully mentioned in Schedule-E, of the Project.

THIRD SCHEDULE ABOVE REFERRED TO

(COMMON AREAS, AMENITIES &amp; FACILITIES)

(FOR THE PROJECT)

1. The foundation columns beams supports corridors lobbies stairs, stairways landings entrances exists and pathways driveways,
2. Drains and sewers 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 therefore,
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 stalled for any particular Apartment) and spaces required therefore,
9. Windows/doors and other fittings of the common area of the premises,
10. Generator, its installations and its allied 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.

FOURTH SCHEDULE ABOVE REFERRED TO

**(Rights, Easements, quasi – easements reserved unto 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 aforesaid 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 whatsoever.
3. The right of protection of other portion or portions of the said building and all parts of the said Apartment so far as they now protect the same.
4. The right as might otherwise become vested 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 so far as may be necessary such pipes, drains and wires conduits and other common portion as aforesaid provided.

FIFTH SCHEDULE ABOVE REFERRED TO

1. The Allottee will be entitled to all rights privileges, vertical and lateral supports, easements, appendages and appurtenances whatsoever 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 thereto which are herein 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 rights of access 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 aforesaid cannot be reasonably carried out without such entry and in all such cases excepting emerging situation upon giving 48 hours previous notice in writing of the purchaser's intention to do so written to the Association and other persons affected thereby.

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 Promoter in writing and not otherwise.

SIXTH SCHEDULE ABOVE REFERRED TO  
**(RESTRICTIONS/NEGATIVE COVENANTS/HOUSE RULES)**

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 floors or 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, stair cases 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 Kolkata Municipal Corporation;
- i) Not to park or permit to park any car or vehicle in the common passages or driveways, 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 anything whereby the other co-owners are obstructed in or prevented from enjoying quietly and exclusively of their respective Apartments and parking spaces 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 other space or place save as 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 partition or sub-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 in respect 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 Kolkata in  
the presence of :-

EXECUTED AND DELIVERED  
by the ALLOTTEE at Kolkata in  
the presence of :-

Advocate by :-

Advocate

MEMO OF CONSIDERATION

R E C E I V E D by the Promoter from the Allottee the following sum of  
money from time to time in terms of the Agreement for Sale.

<u>Cheque Nos.</u>	<u>Dated</u>	<u>Drawn on</u>	<u>Amount (Rs.)</u>
		<u>Total</u>	

(Rupees \_\_\_\_\_) only.