

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on the day of,

BY AND BETWEEN

(1) SEKH AKBAL (PAN:BBLPA9622H) (AADHAR NO.402644861997) (PHONE No. 9836855779) son of Late Sekh Osman, by faith Islam, occupation business,(2) **SEIKH SAHAJAHAN (PAN:FWPPS1114D) (AADHAR NO. 269806515933) (PHONE No. 9674166648)**, son of Late Seikh Osman, by faith Islam, occupation business, AND **(3) NASRIN BIBI,(PAN: CBMPB7340F), (AADHAAR NO. 526569676536), (Phone No. 9007307373)**, wife of late Sk Salim, by faith Islam, occupation housewife **(4) SK KADIR, (PAN: DOQPK4273A), (AADHAAR No. 948536919173), (PHONE NO. 9007307370)**, son of Late Sekh Salim, by faith Islam, occupation business AND **(5) ZEBA NASRIN,(PAN: BDTPN8527L), (AADHAAR NO. 518207848882), (PHONE NO. 9007307730)** wife of Aijul Haque and daughter of Late Sekh Salim, by faith Islam, occupation housewife and all presently residing at Beraberi, P.O. R Gopalpur, Police Station Narayanpur (formerly Airport), Kolkata 700136, District 24 Parganas North hereinafter collectively referred to as the **OWNERS / VENDORS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and/or assigns) of the **FIRST PART**.

All the above-named vendors/Owners are hereby represented by their Constituted Attorney **M/S. WESTROAD DEVELOPERS PRIVATE LIMITED, (CIN: U70109WB2018PTC225706), (PAN: AACCW1930E), a company registered under the Company's Act, 1956**, having its registered office at 73/B, Jessore Road (South), Barasat, P.O. Hridaypur, PS. Barasat, Kolkata 700127, District 24 Parganas North and represented by its authorized signatory (according to Board Resolution Dated 10/03/2022) namely **SRI RAJENDRA CHATTERJEE (PAN: APWPC9496F), (AADHAAR NO. 43256459592)**, son of Shri Susanta Chatterjee residing at Flat No.1206, Orion Tower, Siddha Galaxia, Rajarhat Action Area-3, North 24 Parganas, PIN 700135, West Bengal vide **Development Power of Attorney** which was registered before Additional District Sub-Registrar, Bidhannagar (Salt Lake City) North 24-Parganas and recorded in Book No.- I, Volume No. 1504-2020, Pages from 86601 to 86657 to, **Being Deed No.150401915 for the year 2020** and subsequent **Development Power of Attorney** which was registered before Additional District Sub-Registrar, Bidhannagar (Salt

Lake City) North 24-Parganas and recorded in Book No.- I, Volume No. 1504-2020, Pages from 86601 to 86657 to, **Being Deed No.150401915 for the year 2020.**

AND

M/S. WESTROAD DEVELOPERS PRIVATE LIMITED, (CIN: U70109WB2018PTC225706), (PAN: AACCW1930E), a company registered under the Company's Act, 1956, having its registered office at 73/B, Jessore Road (South), Barasat, P.O. Hridaypur, PS. Barasat Kolkata 700127, District 24 Parganas North and represented by its authorized signatory(according to Board Resolution Dated 16/09/2020) 10/03/2022) namely **SRI RAJENDRA CHATTERJEE (PAN: APWPC9496F), (AADHAAR NO. 43256459592), son of Shri Susanta Chatterjee residing at Flat No.1206,Orion Tower, Siddha Galaxia, Rajarhat Action Area-3, North 24 Parganas, PIN 700135, West Bengal; hereinafter called and referred to as the **BUILDER/DEVELOPER/PROMOTER**(which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, successors-in-interest, Partners, Executors, administrators, legal representatives and assigns) of the **SECOND PART.****

AND

1. **Mr/Mrs..... (AADHAAR No.), (PAN No.) (PHONE No.) by Faith-, Nationality-, by Occupation- residing at, P.O., P.S.....Near, State- West Bengal, Pin**;
2. **Mr/Mrs..... (AADHAAR No.), (PAN No.) (PHONE No.) by Faith-, Nationality-, by Occupation- residing at,**

P.O., P.S.....Near, State- West Bengal, Pin

Hereinafter called the **ALLOTTEES / PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/their heirs, executors, administrators, legal representatives, assignees) of the **THIRD PART**.

Owners/Vendors, Promoters/Developers and Allottees/Purchasers referred to as such

Or as Party and collectively Parties to this Deed of Conveyance.

Definitions. - For the purpose of this Deed of Conveyance, unless the context otherwise requires-

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) "Rules" means the West Bengal Real Estate Regulatory Rules, made under the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (c) "Regulations" means the Regulations made under the West Bengal Real Estate Regulatory;

WHEREAS:

That the owners by virtue of different Registered documents and/or title deeds have jointly acquired and are presently seized and possessed of and otherwise well and sufficiently entitled to as absolute joint owners of All that the land measuring about 22 decimals be the same a little more or less with 100 sqft tiles shed cemented flooring structure comprised in C S Dag No. 5689, R S Dag No. 3917, Mouza: Gopalpur, C S Khatian No. 1365, L R Khatian Nos. 7440, 7441 and 7442, J.L. No. 2, R S No. 140, Touzi No. 125B/1, within the limits of Bidhannagar Municipal Corporation (formerly Rajarhat Gopalpur Municipality), ward no. N-2, Holding no. RGM 2 / 20, Block- M, Road name- Sir Ramesh Mitra Road (formerly east Beraberi),

Police Station Narayanpur(formerly Airport), within the jurisdiction of ADSR, Bidhannagar, District 24 Pargannas North and the said property is butted and bounded:

By the North: Sir Ramesh Mitra Road 30ft wide;
By the South: Property of R S Dag No. 2918 and 3920;
By the East: Property of R S Dag No. 3916;
By the West: Property of R S Dag No. 3917..

(Hereinafter collectively referred to as the “said Property”).

WHEREAS Msnt. Mehmuda Bibi was the owner in respect of land measuring about 22 decimals be the same a little more or less comprised in C S Dag No. 5689, R S Dag No. 3917, Mouza Gopalpur, C S Khatian No. 1365, J.L. No. 2, R S No. 140, Touzi No. 125B/1, within the limits of Rajarhat Gopalpur Municipality, Police Station Airport, within the jurisdiction of ADSR, Bidhannagar, District 24 Pargannas North.

AND WHEREAS said Msnt. Mehmuda Bibi during her life time made a deed of family settlement in respect of the said land and the said deed was registered in the office of the District Registrar at Barasat, North 24 Pargannas and recorded in Book-I, Vol. No. 17, Pages 397 to 404, Being No. 1197 for the year 1992 and virtue of the said deed of settlement said owner settled the said property in favour of her three sons namely Sekh Akbal, Seikh Sahajahan and Seikh Salim and each of them having undivided 1/3rd share in the said property.

AND WHEREAS said three sons namely Sekh Akbal, Seikh Sahajahan and Seikh Salim recorded their names in the concerned land record office and paid the taxes and/or revenue and the said property is morefully described in the Schedule ‘A’ hereinafter written.

AND WHEREAS of the said three son’s one of the son namely Seikh Salim died intestate and upon his death his share in the said property devolved on to Nasrin Bibi, Sk. Kadir and Zeba Nasrin as his legal heirs.

AND WHEREAS thus by virtue of the said deed of settlement and inheritance referred to above said Sekh Akbal, Seikh Sahajahan, Nasrin Bibi, Sk. Kadir and Zeba Nasrin, the owners/first party herein, became the absolute joint owners in respect of the property described in the Schedule 'A' hereinafter written.

The Land Owners namely SEKH AKBAL, SEIKH SAHAJAHAN, NASRIN BIBI, SK KADIR, ZEBA NASRIN for the purpose of developing the aforesaid property one Agreement for Development was executed by and between the Developer on 18th day of November 2020, and the said Development Agreement was registered in the office of the Additional District Sub-Registrar Bidhannagar (Salt lake City) North 24- Parganas and which was recorded in Book No. I, Volume No. 1504-2020, Pages from 86499 to 86600, being Deed No.150401914 for the year 2020.

Subsequently on the basis of the said Development Agreement the said Owners executed and registered one Development Power of Attorney unto and in favor of the said Developer and which was registered before the Additional District Sub-Registrar, Bidhannagar (Salt lake City) North 24-Parganas and recorded in Book No.-I, Volume No. 1504-2020 Pages from 86601 to 86657, Being Deed No.150401915 for the year 2020.

The said Land is earmarked for the purpose of building a residential/commercial project presently comprising of a G+7 storied buildings and the Project has been named as "WESTROAD ICONIC" after being sanctioned by Bidhannagar Municipal Corporation dated 10/02/2022 vide Sanction Plan No. BMC/BPN/RG/861/09/21-22 on

Purchaser has been allotted **Residential Apartment No. "....." on the Floor having Built up area of Square Feet, (WBRERA) Carpet area of Square Feet, (WBRERA) Balcony area Square Feet, Salable**

/Super Built up area Square feet, more or less in the project WESTROAD ICONIC, (Said Tower/Building) From the Developer's allocated portion as per Registered Development Agreement Being Book No. I, Volume No. 1504-2020, Pages from 86499 to 86600, being Deed No.150401914 for the year 2020 & Supplementary Development Agreement for specify the allocation dated 02.05.2022 together with the right to park in the parking space/s or not more particularly described in Schedule 'B' below (said parking space) and together with pro-rata share in the common areas of the Real Estate Project (Share In Common Area), the said common area of the Real Estate Project being described in Schedule 'C' below (Common Areas) and also together with undivided impartible proportionate and variable share in the land underneath the said Tower/Building as be attributable and appurtenant to the said Apartment (Land Share). The said Apartment the said Parking Space (if any) the share In Common areas land the land share, collectively described in schedule 'B' below (Collectively "said Apartment and Appurtenances").

AND WHEREAS the Parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein;

AND WHEREAS for the purpose of aforesaid purchase an 'Agreement for sale' was entered into by and between the said Owners/Vendors, Developer/Promoter and Allottees/Purchasers was executed in connection with purchase of the PURCHASER(S) has been allotted Purchaser has been allotted **Residential Apartment No. "....."** on the **Floor having Built up area of Square Feet, (WBRETA) Carpet area of Square Feet, (WBRETA) Balcony area Square Feet, Salable /Super Built up area Square feet, more or less in the project WESTROAD**

ICONIC, The layout of the said apartment is delineated in RED color on the plan annexed and which more fully written hereunder in the Schedule 'B' in details and also delineated in the annexed Map or Plan by RED Color Border attached to the said Agreement for sale and together with common right of user of all existing common facilities, amenities, utilities and easements available therein in the said building and together with common right of user of common facilities, paths, passages etc. available therein the said building or premises at or for the total consideration **sum of Rs. (Rupees only)**, as Consideration Amount in terms of payment schedule written in the said Agreement for sale to the Vendors/Owners/Developer/Promoter.

AND WHEREAS in terms of the said Agreement for Sale, the Promoter/Developer has constructed the building in all respect as per sanctioned building plan approved by the Bidhannagar Municipal Corporation and requested the intending buyers/Purchasers/Allottees to take Physical Possession of the said Flat/Apartment by Completion of execution and registration of Deed of Conveyance.

AND WHEREAS the Purchasers on consent have taken the delivered possession of the Apartment/ Flat more fully described in the schedule below.

AND WHEREAS the Allottees/Purchasers in terms of the payment schedule written thereat in the said agreement for sale paid the total sum to the Vendors/owners, Developer/Promoter being the total **sum of sale consideration Rs. (Rupees only)**, to the Owners/Vendors, Developer/Promoter as per Memo below written hereunder in details and on receipt of the said total sale consideration and together with other costs, and expenses the Owners/Vendors/Developer/Promoter do hereby admit and

acknowledge the same as per memo below written hereunder in the Memo of Sale Consideration.

NOW THIS INDENTURE WITNESSES that in pursuance of the 'Agreement For Sale' executed in consideration of the sum of Rs.
(Rupees only), paid by the Allottees/Purchasers to the Vendors/Owners and/or Developer/Promoter on or before the execution of these presents and by receipt whereof the Vendors/Owners and/or Developer/Promoter do hereby admit and acknowledge as per Memo below and of and from the same release and discharge the Allottees/Purchasers and the said property written hereunder in details in the Schedule 'B' below, the Vendors/Owners and/or Developer/Promoter as lawful owner of the said property do hereby grant, sell, convey, transfer, assign and assure unto and to the use of the Purchasers/Allottees free from all encumbrances and attachment , ALL THAT the said property written hereunder in the Schedule 'B' in details and being the said Flat/ Premises delineated in the annexed Map or Plan by RED Color border and together with undivided impartible proportionate share of land of the Schedule 'A' property above referred to and together with enjoyment of all other common facilities, amenities, utilities and easements available therein in the said building or premises belonging thereto described in Schedule- C specifically, ALL THAT the estate, right, title, interest, claim and demand whatsoever of the Vendors/Owners and/or Developer/Promoter into and upon the said property described in the Schedule 'B' in details and every part thereof in law and in equity TO ENTER UPON AND TO HAVE HOLD OWN AND POSSESS the same unto and to the use of the Purchasers, his/her heirs, executors, administrators, representatives and assigns, absolutely and forever together with the copy of title deeds, writings , muniments, documents and other evidences of title AND THE Vendors/Owners and/or Developer/Promoter are lawfully seized and

possessed of the said property free from all encumbrances, attachments or defect in title whatsoever and the Vendors/Owners and/or Developer/Promoter have full power and absolute authority to sell the said property written hereunder in the Schedule 'B' in manner aforesaid according to the true intent and meaning of this deed and the Allottees/Purchasers shall hereafter peaceably and quietly hold possess and enjoy the said purchased flat described in the Schedule 'B' and also delineated in the annexed Map or Plan by RED Colour border in Khas or through tenants without any claim or demand whatsoever from the Vendors/Owners and/or Developer/Promoter or any person or persons claiming through or under her/him. AND FURTHER that the Vendors/Owners and/or Developer/Promoter his/her/their heirs executors, administrators, representatives and assigns, covenant with the Purchasers his/her heirs, executors, administrators, representatives and assigns to save harmless, indemnify and keep indemnified the Purchasers, his/her heirs, executors, representatives and assigns from or against all encumbrances, charges and equities whatsoever. AND the Vendors/Owners and/or Developer/Promoter their heirs, executors, administrators, representatives and assigns do or execute or cause to be done all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the said property and every part thereof in manner aforesaid according to the true intent and meaning of this Deed.

THE PURCHASER(S) DO HEREBY COVENANT WITH THE VENDORS/OWNERS AND/OR DEVELOPER/PROMOTERAS FOLLOWS:-

1. The Purchasers shall pay proportionate share of maintenance and service charges to the Vendors/ Owners and/or Developer/Promoter or to the Real Estate authorities proportionately each and every month in advance

for the benefit and enjoyment of common utilities, amenities, facilities and easements as applicable mentioned in Schedule- C.

2. The Purchasers shall not keep or store any goods or articles outside the said flat or in any portion of the common area.
3. The Purchasers shall not do anything against the interest of the said Real Estate authority.
4. The Purchasers shall pay proportionate share of Municipal taxes to the said Real Estate authority till the Purchased flat be assessed separately by the Local Authority.
5. The Purchasers being lawful owner shall enjoy the said ownership flat for residential purpose only.
6. The Purchasers shall be entitled to use and enjoy all Phase-wise common facilities, amenities, easements in the said new building with other flat owners together with all other common parts with other flat owners and occupiers as applicable mentioned in Schedule- C.
7. The Purchasers shall not have any claim over the other units/flats in the said building in any way.

SCHEDULE –A.

(Description of the entire landed property)

All that the land measuring about 22 decimals be the same a little more or less with 100 sqft tiles shed cemented flooring structure comprised in C S Dag No. 5689, R S Dag No. 3917, Mouza: Gopalpur, C S Khatian No.

1365, L R Khatian Nos. 7440, 7442, 25252, 25253, and 25254, J.L. No. 2, R S No. 140, Touzi No. 125B/1, within the limits of Bidhannagar Municipal Corporation (formerly Rajarhat Gopalpur Municipality), ward no. N-2, Holding no. RGM 2 / 20, Block- M, Road name- Sir Ramesh Mitra Road (formerly east Beraberi), Police Station Narayanpur(formerly Airport), within the jurisdiction of ADSR, Bidhannagar, District 24 Pargannas North and the said property is butted and bounded:

By the North: Sir Ramesh Mitra Road 30ft wide;

By the South: Property of R S Dag No. 2918 and 3920;

By the East: Property of R S Dag No. 3916;

By the West: Property of R S Dag No. 3917.

SCHEDULE – B.

(Description of apartment & appurtenances hereby allotted/Sold to Allottees / Purchaser.)

- (a) **Residential Apartment No. “.....” on the Floor having Built up area of Square Feet, (WBRERA) Carpet area of Square Feet, (WBRERA) Balcony area Square Feet, Salable /Super Built up area Square feet, more or less in the project WESTROAD ICONIC, The layout of the said apartment is delineated in RED Color on the Plan annexed hereto and marked as ANNEXURE – A.**

The Apartment /Flat is butted and bounded as follows:-

On the North :

On the South :

On the East :

On the West :

- (b) The said Parking Space is

- (c) The Share in Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the common areas of the Real Estate Project described in Schedule – C below as be attributable and appurtenant to the said Apartment, subject to the terms and conditions of this Agreement.
- (d) The Land Share, being undivided, impartible proportionate and variable share in the land underneath the said Tower/Building as is attributable and appurtenant to the said Apartment.

SCHEDULE –‘C’.

(Description of Common Areas and common Utilities)

Part I: List of Common Areas for the Project ‘Westroad Iconic’

- a) Lobbies & Staircases of the Building
- b) Lift and lift machinery, Lift pits, Chute and machine Room of the lifts of the building
- c) Common Drains and sewers and pipes of the building
- d) CCTV Surveillance for the common areas of the building including Wire and accessories for the same.
- e) Common Lighting for the common areas of the building in including the wires and accessories for same.
- f) Water pipes (save those inside any apartment) for the Building.
- g) Fire Fighting Equipment for the Building
- h) Cabling for Cable TV for the Building in
- i) Driveways, pathways, common passages etc inside the said Land mentioned earlier and the Premises including

for the purpose of ingress to the egress from the entrance and exits of the Premises in the Project, the Car Parking Block / Space and the Common Areas, facilities and amenities included Schedule (D).

- j) Common Roof Area being the landscaped roof over the ultimate top floor of the comprised in the Project.
- k) Generator for Standby Power with electric meter space, associate cabling and equipment.
- l) Security Kiosk in Front Gate
- m) Room for Caretaker / facility manager Ground Floor
- n) Decorated Boundary Wall and Plantation
- o) Septic Tanks
- p) Lightening Arrestor
- q) Common drains, sewers and pipes, if any, other than those mentioned earlier
- r) CCTV Surveillance for the common areas, if any, other those mentioned earlier
- s) Common Lighting for the common areas, if any, other than those mentioned earlier above including the wires and accessories for the same
- t) Access/Entrance point/pathway of above listed Common Areas/Places
- u) Not with standing anything contained elsewhere herein the contents of this Schedule and the rights in respect of the Common Areas are subject to the reservations and/or the rights of Promoter under this Agreement.

SCHEDULE – D

(Covenants)

The Allottees/Purchasers covenants with the Promoter/Developer (which expression includes the body of apartment owners of the Real Estate Project under the west Bengal apartment Ownership Act, 1972 (Association) wherever applicable) and admits and accepts that:

- 1. Satisfaction of Allottees / Purchasers;** The Allottees/Purchasers is acquainted with, fully aware of and is thoroughly satisfied about the title of the owners, right and entitlement or the promoter/Developer, the sanctioned plans, all the background papers, the right of the owners and the promoter to enter into this Agreement, the scheme of development described in this agreement and the extent of the rights being granted in favour of the Allottees/Purchasers and the negative covenants mentioned in this Agreement and the Allottees/Purchasers hereby accepts the same and shall not raise any objection with regard there to.
- 2. Allottees / Purchasers Aware of and Satisfied with Common Areas and Specifications:** The Allottees / Purchasers, upon full satisfaction and with complete knowledge of the common areas (described in schedule C above) and Specification (described in Schedule -C, above) and all other ancillary matters, is entering into this agreement. The Allottees/Purchasers have examined and is acquainted with the said complex and have agreed that the Allottees/Purchasers shall neither have nor shall claim any right over any portion of the said Tower/Building and/or the said complex and/or the Larger Property and/or the Whole Project save and except the said Apartment and Appurtenances.

- 3. Facility Manager:** The Promoter/Developer could have handed over the management and upkeep of all common areas to a facility management organization (Facility Manager). In this regard, it is clarified that (1) the facility Manager shall operate, manage and render specified day to day services with regard to the common areas of the said complex (2) the facility manager shall levy and collect the common expenses/maintenance charges (3) the Allottees/Purchasers shall be bound to pay the common expenses/maintenance charges to the facility manager (4) the facility Manager, being a professional commercial organization, will not be required to render any accounts to the Allottees/Purchasers and it shall be deemed that the Facility Manager is rendering the services to the Allottees/Purchasers for commercial considerations (5) the facility Manager shall merely be the service provider for rendition of services with regard to the common portions and no superior rights with regard to the common portions shall vest in the Facility Manager and (6) the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the Allottees/Purchasers of the said complex /whole Project.
- 4. Allottees /Purchasers to Mutate and pay Rates & Taxes :** The Allottees/Purchasers shall (1) pay the HGP Tax, surcharge, levies cess etc. (collectively Rates & Taxes) (proportionately for the said Tower/Building and/or the said complex and wholly for the said Apartment and Appurtenances and until the said Apartment and Appurtenances is separately mutated and assessed in favor of the Allottees/Purchasers, on the basis of the bills to be raised by the Promoter/Developer the Association (upon formation)/ the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottees/Purchasers in respect thereof and (2) have mutation completed at the earliest. The

Allottees/Purchasers further admits and accepts that the Allottees/Purchasers shall not claim any deduction of abatement in the bills of the Promoter / the Facility Manager or the association (upon formation) the apex body (upon formation).

- 5. Allottees/Purchasers to Pay Common Expenses/Maintenance Charges :** The Allottees/Purchasers shall pay the Common Expenses/Maintenance Charges after completion of one year calculated from phase wise possession date for respective phase/ block/building in advance , on the basis of the bills to be raised by the Promoter/Developer the facility Manager/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottees/Purchasers in respect thereof. The Allottees/Purchasers further admits and accepts that (1) the Allottees/Purchasers shall not claim any deduction or abatement in the bills relating to common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter/developer the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
- 6. Allottees/Purchasers to pay interest for delay and/or Default :** The Allottees/Purchasers shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/Developer/ Facility Manager/the Association (upon formation), within 7 days of presentation thereof, failing which the Allottees/Purchasers shall pay interest @ 2% per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/the Facility Manager/the

Association (upon formation), as the case may be. The Allottees/Purchasers also admits and accepts that in the event such bills remain for more than one month, all common services shall be discontinued and prohibited to the Allottees/Purchasers and the Allottees/Purchasers shall be disallowed from using the common areas of the real estate project/Whole Project included Amenities.

- 7. Promoter'/Developer's Charge/Lien :** The Promoter shall have first charge and/or lien over the said apartment and appurtenances for all amounts due and payable by the Allottees/Purchasers to the Promoter/Developer provided however if the said apartment and appurtenances is purchased with assistance of financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution clearing all dues of the Promoter/Developer.

- 8. No Obstruction by Allottees/Purchasers to Further construction :** Subject to compliance with Section 14 of the Act, the Promoter/Developer shall be entitled to construct further floors on and above the top roof of the said tower/building and/or make other constructions elsewhere on the Said Complex and/or whole Project and the Allottees/Purchasers shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Allottees/Purchasers due to and arising out of the said construction/developmental activity. The Allottees/Purchasers also admits and accepts that the Promoter and/or employees and/or agents and/or contractors of the Promoter/Developer shall be entitled to use and utilize the common Areas for movement of building materials and for other purposes and the Allottees/Purchasers shall not raise any objection in any manner whatsoever with regard thereto.

9. No Rights of or Obstruction by Allottees/Purchasers: All open areas in the Project Property proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement and the Promoter/Developer shall have absolute right to sell, transfer and/or otherwise deal with and dispose of the same or any part thereof.

10. Variable Nature of Land Share and Share In Common Portions : The Allottees/Purchasers fully comprehends and accepts that (1) the Share In common Areas is a notional proportion that the said apartment bears to the currently proposed area of the said tower/building /real estate project (2) if the area of the said Tower/Building/Real Estate Project is recomputed by the Promoter/Developer, then the Share in Common Areas shall vary accordingly and proportionately and the Allottees/Purchasers shall not question any variation (Including diminution) therein (3) the Allottees/Purchasers shall not demand any refund of the Total Price paid by the Allottees/Purchasers on the ground of or by reason of any variation of the Share In Common Areas and (4) the Share in common areas are not divisible and partible and the Allottees/Purchasers shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.

11 Allottees/Purchasers to Participate in Formation of Association and Apex Body: The Allottees/Purchasers admits and accepts that the Allottees/Purchasers and other intending Allottees/Purchasers of apartments in the Said Complex shall form the Association and the Allottees/Purchasers shall become a member thereof. Further, the Association shall be bound to form a common maintenance

body with all similar associations of all building/s in the Other Residential Component for supervision of maintenance of the facilities common for occupants of the Said complex (Apex Body). The Allottees/Purchasers shall bear and pay the proportionate expenses of the Association and the Apex Body and shall acquire and hold membership with voting rights and in this regard the Allottees/Purchasers shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Areas. Each apartment owner will be entitled to cast a vote irrespective of his/her/its size of Apartment. The Allottees/Purchasers further admits and accepts that the Allottees/Purchasers shall ensure and not object to the association joining the Apex Body.

12 Obligations of Purchasers : The Purchasers shall:

12.1 Co-operate in Management and Maintenance: Co-operate in the management and maintenance of the Said Tower/Building, the real Estate Project, the Whole Project and the said complex by the Promoter/Developer the Facility Manager/the Association (upon formation)/ the Apex Body (upon formation).

12.2 Observing Rules: observe the rules framed from time to time by the Promoter/Developer the Facility Manager / the Association (upon formation)/ the Apex Body (upon formation) for the beneficial common enjoyment of the Said Tower/Building, the Real Estate Project, the Whole Project and the Said Complex.

12.3 Paying Electricity Charges: Pay for electricity and other

utilities consumed in or relating to the Said Apartment And Appurtenances and the Common Areas from the possession date.

12.4 Meter and Cabling: be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided there for, ensuring that no inconvenience is caused to the Promoter/Developer or to the other apartment owners. The main electric meter shall be installed only at the common meter space in the said complex. The Allottees/Purchasers shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Tower/Building, the Project Property, and outside walls of the Said Tower / Building save in the manner indicated by the Promoter/the Facility Manager/ the association (upon formation). The Promoter/Developer shall endeavor to provide T.V. cable line or DTH connection with cabling but no set top boxes to be installed in common areas by the **Purchasers**.

12.5 Residential Use: use the said apartment for residential purpose only. Under no circumstances shall the Allottees/Purchasers use or allow the said apartment to be used for commercial, industrial or other non-residential purposes The Promoter / Developer shall also not use or allow the said apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

12.6 No Alteration: not alter, modify or in any manner change the (1) elevation and exterior color scheme of the said apartment and the said tower/building and (2) design and/or the color scheme of

the windows, grills and the main door of the Said apartment. In the event the Allottees/Purchasers makes any alterations/changes, the Allottees/Purchasers shall compensate the Promoter/Developer the Association (upon formation) (as the case may be) as estimated by the Promoter/Developer the association (upon formation) for restoring it to its original state.

12.7 No Structural Alteration and Prohibited Installations: not alter, modify or in any manner change the structure or any civil construction in the said apartment and appurtenances or the common areas or the said tower/building. The Allottees/Purchasers shall not install any dish-antenna on the balcony and/or windows of the Said Tower/Building and/or on any external part of the Said Tower/Building and/or the roof thereof. The Allottees/Purchasers shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Allottees/Purchasers shall install pipe lines and ledge only at such places, as be specified and prescribed by the Promoter/Developer. Grills may only be installed by the Allottees/Purchasers on the inner side of the doors and windows of the Said Apartment. The Allottees/Purchasers shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Promoter/Developer, it being clearly understood by the Allottees/Purchasers that no out-door units of split air-conditioners will be installed on the external walls of the Said Tower/Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Allottees/Purchasers shall install the out -door unit of the same either inside the Allottees/Purchasers' own balcony or on common ledge provided for the same, in which case the out -door

unit will be installed only on such ledge and at no other place. The Allottees/Purchasers shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Allottees/Purchasers accepts that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.

12.8 No Sub-Division: not sub-divide the Said Apartment and appurtenances and the common areas, under any circumstances.

12.9 Trade Mark Restriction: not to use the name/mark **WESTROAD** in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever save and except for the purpose of address of the said apartment and if the Allottees/Purchasers does so, the Allottees/Purchasers shall be liable to pay damages to the promoter/Developer and shall further be liable for prosecution for use of the mark **WESTROAD**.

12.10 No Changing Name: not change/alter/modify the names of the Said Tower/Building and the Said Complex from that mentioned in this Agreement.

12.11 No Nuisance and Disturbance: Not use the said apartment or the common areas or the said 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 tower/Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or

convenience of other persons.

12.12 No Storage: not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.

12.13 No Obstruction to promoter/Facility Manager/Association/ Apex Body: not obstruct the Promoter/the facility Manager/the Association (upon formation)/the apex Body (upon formation) in their acts relating to the Common Areas and not obstruct the Promoter/Developer in constructing on other portions of the said tower/building and/or the said complex / whole Project/Project Property and selling or granting rights to any person on any part of the said tower/building/ said complex / whole Project / project property (excepting the said apartment and the said Parking space, if any).

12.14 No Obstruction of common areas: not obstruct path ways and passages or use the same for any purpose other than for ingress to and egress from the said apartment and the said parking space, if any.

12.15 No violating Rules: Not to violate any of the rules and/or regulations laid by the Promoter/the Facility Manager/ the Association (upon formation)/ the Apex Body (upon formation) for the usage of the Common areas.

12.16 No Throwing Refuse :not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common areas save at the places indicated therefore,

12.17 No Injurious Activities: not carry on or cause to be carried on

any obnoxious or injurious activity in or through the said apartment, the said parking space, if any or the common areas.

12.18 No storing Hazardous Articles: not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment and the Said Parking Space, if any..

12.19 No Signage: not put up or affix any sign board, name plate or other things or other similar articles in the common areas or outside walls of the said apartment/ said tower/building/ said complex save at the place or places provided there for provided that this shall not prevent the Allottees/Purchasers from displaying a standardized name plate outside the main door of the Apartment.

12.20 No Floor Damage: Not to keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances.

12.21 No Installing Generator: not install or keep or run any generator in the said Apartment and the said Parking space, if any.

12.22 No Use of Machinery: not install or operate any machinery or equipment **except** home appliances.

12.23 No Misuse of water: not misuse or permit to be misused the water supply to the said Apartment, (as per rules of water permit).

12.24 No damage to Common Areas: not damage the common areas in any manner and if such damage is caused by the Allottees/Purchasers and/or family members, invitees or servants of the Allottees/Purchasers, the Allottees/Purchasers shall compensate for the same.

12.25 No Hanging Clothes: Not hang or cause to be hung clothes from the balconies from the outside of the Said Apartment and in the Roof area or any other common area

12.26 No Parking in Parking Area without Parking Right :Not to park any Two-wheeler / Four wheeler / LMV / MPV / cycle in parking area or any common area (other than designated guest parking area) without having purchasing parking right for same. On violating this may attract police complaints and legal consequences for illegal occupancy.

12.27 Fire Safety and Air Conditioning Equipment: not object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being installed inside the said apartment and/or the common areas, as per statutory requirements. The Allottees/Purchasers hereby understands and accepts that as per them present statutory requirements/fire norms, the fire extinguisher pipe line/fire sprinklers cannot be concealed within any wall and/or ceiling of the said Apartment and consequently all fire extinguisher pipe line/fire sprinklers installed in the Said Apartment shall always remain exposed and the Allottees/Purchasers shall not raise any objection in any manner whatsoever with regard thereto and further the Allottees/Purchasers hereby confirms that the Allottees/Purchasers shall not violate any terms of the

statutory requirements/fire norms.

12.28 Notification regarding Letting/Transfer :If the Allottees/Purchasers lets out or sells the Said Apartment And appurtenances, the Allottees/Purchasers shall immediately notify the Facility Manager/ the Association (upon formation)/ the Apex Body (upon formation) of the tenant's/Allottees/Purchasers address and telephone number.

12.29 No Objection to Construction: Notwithstanding anything contained in this agreement, the Allottees/Purchasers have accepted the scheme of the Promoter/Developer to construct/develop the said complex/Whole Project in phases and to construct on other portions of the Larger Property/ Proposed Adjoining Land and hence the Allottees/Purchasers have no objection to the continuance of construction in the other portions or adjoining/amalgamated Land of the Larger Property/ the Proposed Adjoining Land/the Said Complex, even after the date of possession notice. The Allottees/ Purchasers shall not raise any objection to any inconvenience that may be suffered by the Allottees/Purchasers due to and arising out of the said construction /developmental activity.

12.30 No Right in Other Areas: Save and except as expressly mentioned in this Agreement, the Allottees/Purchasers shall not have any right in the other portions of the Larger Property/the Proposed Adjoining Land/the Said complex and the Allottees/Purchasers shall not raise any dispute or make any claim with regard to the Promoter/Developer either constructing or not constructing on the said other portions of the Larger Property/ the Proposed

Adjoining Land/ the Said Complex.

12.31 Roof Rights: A demarcated portion of the top roof of the Said Tower/Building shall remain common to all owners of the Said Tower/ Building (Common roof) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the said tower/ building shall belong to the Promoter/Developer with right of exclusive transfer and the Allottees/Purchasers specifically agrees not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Tower/Building as aforesaid, the Promoter/Developer shall always have the right of further construction on the entirety of the top roof and the Allottees/Purchasers specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all owners of the Said Tower/Building.

12.32 Hoardings: The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter/Developer is permitted to use). In the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter/Developer may in its sole discretion deem fit on the Larger Property and on the façade, terrace, compound wall or other part of the buildings as may be developed from time to time. The Promoter/Developer shall also be entitled to place, select, decide hoarding/board sites

12.33 Membership Fee, Security deposit and monthly subscription : The Allottees/Purchasers understands and accepts that (1) the Allottees/Purchasers does not have to pay

any membership fee for membership of the said Owner's Association as the total price includes the membership fee but future transferees of the Allottees/Purchasers may have to pay separate amounts towards membership fee (2) the Allottees/Purchasers may have to pay a one-time interest free security deposit for use of credit facilities at the said Owner's Association and (3) the Allottees/Purchasers will have to pay a fixed monthly subscription for membership of the said association, irrespective of whether the Allottees/Purchasers resides at the said apartment which shall be determined at the time of opening of the said association, at the sole discretion of the promoter/Developer and this shall be in addition to the common expenses/ maintenance charge.

12.34 Provision for Right to Park: Allottee of said "Right to Park" must cooperate with the Security Guard or Facility Manager for removal of the parked vehicle whenever access required by the other Allottee to drive in the next "Right to Park" area.

SCHEDULE – E (Common expenses.)

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Tower/Building and the said Complex and the road

network, STP etc.

3. **Association:** Establishment and all other capital and operational expenses of the Association of Allottees/Purchasers.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance :**All costs for maintaining, operating, replacing, repairing, white washing painting decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas (including the exterior or interior (but not inside any apartment) walls of the Said Tower/Building) and the road network, STP etc.
6. **Operational:** All expenses for running and operating all machinery, equipment and installations comprised in the Common Areas, including elevators, diesel generator set, changeover switch, pump 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 Areas and the road network.
7. **Rates and Taxes:** Municipal Tax, surcharge, water tax and other levies in respect of the Said Tower/Building and the said Complex save those separately assessed on the Allottees/Purchasers.
8. **Staff :**The salaries of and all other expenses on the staff to be

employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.

9. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipment and personnel, if any.

WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Deed of Conveyance at Rajarhat, Kolkata -700161, in the presence of attesting witness, signing as on the day, month and year first above written.

As Constituted Attorney of Owners (Sk. Akbal, Sk. Sahajahan, Nasrin Bibi,
Sk. Kadir & Zeba Nasrin)

Drafted By;-

WESTROAD DEVELOPERS PVT. LTD. (Authorized Signatory)

Advocate.

[Developer]

Witnesses:

[Buyer/Purchasers]

Signature_____	Signature_____
Name_____	Name_____
Father's Name _____	Father's Name_____
Address	Address
_____	_____
_____	_____