

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is executed on this the day of **TWO THOUSAND AND EIGHTEEN (2018).**

BETWEEN

M/S. KAY PEE REALCON PRIVATE LIMITED (PAN No.: AAECK 8229J), a Company registered under the Companies Act, 1956 represented by its Director **Mr. PUNIT POPAT (PAN No. AFLPP3320E)** having its registered office at 28,Chittaranjan Avenue, P.S.Bowbazar, Kolkata-700 012, hereinafter called and referred to as the **OWNER/DEVELOPER** (which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs, successors, executors, administrators, representatives and assigns) of the **FIRST PART.**

AND

....., son/wife of, by faith
....., residing at
....., and, son/wife of,
by faith, residing at

OR, a having its
office at, hereinafter called and referred to as the **PURCHASERS**
(which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs, successors, executors, administrators, representatives and assigns) of the **OTHER PART.**

W H E R E A S :

- A.** Sk. Adam and Mst. Fatima Boo were jointly well and sufficiently used and possessed their ancestral property All That piece and parcel of land measuring about 3 Bighas 4 Chittacks, a little more or less fully covered by tenanted Tin shed structure lying situate

and being premises No.150A, Dr. Suresh Chandra Banerjee Road, P.S. Beliaghata, Kolkata-700 010.

- B.** The said Mst. Fatima widow of Ibrahim died intestate leaving behind her the only legal heirs the said Sk. Adam and his only daughter Hoosaina Bai.
- C.** The said Sk. Adam since deceased well and sufficiently used and possessed the all properties including the schedule property mentioned below by paying taxes before the Calcutta Corporation.
- D.** The said Sk. Adam died intestate leaving behind his only daughter Hoosaina Bai, Sk.Adam.
- E.** The said Hoosaina Bai died intestate on 02.03.2001 leaving behind her four sons namely (1) Zoeb A. Bengali (2) Rajab A. Bengali (3) Mohammed A. Bengali (4) Shabbir Bengaliwala and one daughter namely (5) TARA EKHLAS who entitled to inherit her all belongings including the schedule property.
- F.** The said Zoeb A. Bengali died intestate on 26.05.2003 leaving behind his wife, three sons and two daughters namely (1) Zulekha Z. Bengali (2) Arif Z. Bengali (3) Hasan Zoeb Bengali (4) Abbas Bengali (5) Amber Lokhandwala and (6) Amama Yusuf SharafaliEsufali as his legal heirs who became entitled to inherit all his estate and properties
- G.** Hasan Zoeb Bengali died intestate on 11.05.2010 leaving his surviving wife ZahabiaZainy , daughter BatulZainy and son Adnan Zainy as his legal heirs.
- H.** The said Rajab A. Bengali died intestate on 03.01.1985 leaving behind him wife one son and two daughters namely (1) Sakina R. Bengali (2) Ammar Bengali (3) Umeaiman Q. Basrai and (4) Bazar Juzar Mama as his legal heirs who became entitled to entire his all estate and properties.

- I.** The said Tara Ekhlās died intestate on 01.08. 1995 leaving behind her the only son namely Hozaifa Ekhlās as her only legal heirs who became entitled to inherit her all his all estate and properties.
- J.** Mohammed A. Bengali died intestate on 05.01.2011 leaving him surviving wife Zulekha Bengali, son Shabbir Bengali and daughter Bushaina M. Doola as his sole legal heirs .
- K.** The said Zulekha Z. Bengali, Arif Zoeb Bengali, Zahabiya Hasan Zainy, Batul Hasan Zainy, Adnan Hasan Zainy, Abbas Bengali, Amber Shaukat Lokhandwala, Amama Yusuf Sharafali Esufali, Sakina Rajab Bengali, Ammar Bengali, Umeaimen Qureysh Basrai, Bazat Juzar Mama, Zulekha M. Bengali, Shabbir Bengali, Bushiana M. Doola, Shabbir Bengaliwalla, Hozaifa Huseni Ekhlās by a Deed of Conveyance dated 14th September, 2012 sold, transferred and conveyed on as is where is basis ALL THAT land measuring 3 Bighas 4 Chittacks together with Tin shed structures fully tenanted erected thereon lying and situate at premises No.150A, Dr. Suresh Chandra Banerjee Road, P.S. Beliaghata, Kolkata-700010 unto and in favour of the Owner/Developer herein and the said Deed of Conveyance was duly executed before the Additional District Sub Registrar, Sealdah and recorded in Book No.I, CD Volume No.6, Pages from 8998 to 9023 being No.02817 for the year 2012.
- L.** The Owner / vendor obtained a sanctioned plan from nth Kolkata Municipal corporation for the construction of a Basement Ground + Eighteen and a Basement Ground + Three storied building vide Sanctined plan being no. 2015030064 dated 28.12.2015
- M.** The Purchaser/s herein approached the owner Developer and owner Developer agreed to sale **ALL THAT** piece and parcel of the **FLAT AND/OR UNIT** no..... on the**Floor** of the Project '**Oriental Palms**' containing by estimation an area of**Sq. ft. (Carpet Area)** be the same a little more or less **TOGETHER WITH** the undivided proportionate share or interest in the land directly underneath and forming

part of the said Block/Building **AND TOGETHER WITH** the proportionate share in all common parts portions areas and facilities to comprise in the said Building namely Oriental Palms Together With**Car Parking Space for parking a medium size motor car** Together With the proportionate share in common parts portions areas and facilities to comprise in the said Residential Area/Complex (hereinafter collectively referred to as the **SAID UNIT**) at and for the agreed consideration of **Rs/- (Rupees)** only and the parties entered into an agreement amongst themselves.

- N.** The said Flat is now since completed and the Purchaser has duly satisfied itself as to the title of the Owner/Developer, constructions, measurements, materials used, workmanship, the scheme of the Project and inspected the sanctioned plan and upon such satisfaction has now proceeded to have the Deed of Conveyance executed in its favour.
- O.** The Purchasers have gone through and agrees to abide by all such covenants as agreed by all the other Flat Owners in the standard Agreement for Sale to the extent such covenants shall remain applicable now and in the future.
- P.** The Owner/ Developer herein have specifically represented to the Purchase that the said flat is free of encumbrances, charges, liens, lispens, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever and further without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner and that the Owner/ Developer has full right, title and interest in the Said Flat and has full right and authority to assign, convey transfer all its right, title and interest therein and the Owner/ Developer herein further declare that the clear title to the Said Flat and its appurtenances belongs to the Owner/ Developer herein absolutely and that no other person or persons have any right, title or interest whatsoever therein by way of sale, gift, exchange, inheritance, lease, lien or otherwise in the said flat and that notwithstanding anything herein

contained, any act, deed, matter or thing of whatsoever nature done by the Owner/ Developer herein or any person or persons lawfully or equitably claiming by from through or in trust for them, the Owner/ Developer herein has itself full right, power and absolute authority to sell or transfer to the Purchasers herein the said flat and his right, title and interest in the said property and that the Owner/ Developer herein have not done or committed or omitted to do any act, deed, matter or thing whereby the ownership, possession and/or occupation of the Said Flat by the Purchasers herein may be rendered illegal and/or unauthorized for any reason or on any account.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS: _

In consideration of the sum **Rs**/- (**Rupees**) **only** paid by the Purchaser/s herein to the Owner/Developer (receipt whereof the Owner/Developer hereby by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the Purchaser/s) the Owner and/or Owner/Developer doth hereby sell, transfer and convey unto and in favour of the Purchaser/s herein the said flat being **ALL THAT** piece and parcel of the **FLAT AND/OR UNIT** no..... on the**Floor** of the Project '**Oriental Palms**' containing by estimation an area of**Sq. ft. (Carpet Area)** constructed on the premises stated in the First Schedule hereunder written **TOGETHERWITH** undivided, impartible proportionate share of land underneath the said Block **TOGETHER WITH** all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building (morefully and more particularly described in the **SECOND SCHEDULE**) lying and situated at and upon the Premises described in the **FIRST SCHEDULE** hereunder written **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto And **ALL** the estate, right, title, Interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owner and/or Owner/Developer to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the Purchaser/s absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become

chargeable and payable from time to time hereafter In respect of the same to the Government or any other public body or local authority in respect thereof and the Owner and/or Owner/Developer including undivided proportionate interest in land) and in common space/s as detailed in the **THIRD SCHEDULE** hereunder written and/or describe and The Purchasers shall be entitled to the common easements and quasi easements affecting and attached to the SAID UNIT are as detailed in the **FOURTH SCHEDULE** hereunder written and/or described and the Purchasers shall be entitled to the Rights and privileges as detailed in the **FIFTH SCHEDULE** hereunder written and /or described responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of to maintenance, repair, renew, redecoration etc. AND FURTHER that PURCHASERS shall abide by the Restrictions /House Rules as detailed in **THE SIXTH SCHEDULE** above referred to and FURTHER THAT the PURCHASER shall the common expenses as detailed in the **SEVENTH SCHEDULE** hereunder written and /or described and the Purchaser shall use the Club Facilities in accordance with the Rules and regulations as described in the **EIGHTH SCHEDULE** hereunder written or described.

**THE FIRST SCHEDULE ABOVE REFERRED TO
(THE SAID PREMISES)**

ALL THAT piece or parcel of Bastu land measuring 3 Bigha 4 Chittacks be the same a little more or less together the Buidling Oriental Palms erected thereon lying and situate at Municipal Premises No.150A, Beliaghata Main Road, now known as 150A, Dr.Suresh Chandra Banerjee Road, Kolkata-700010, ADSR Sealdah Dihi Panchannagram, Touzi No. previously 1298 at present 2833 of Alipore collectorate Division 3, Sub Division 15, Holdling Nos. 15, 16, 18, P.S. Beliaghata, Kolkata-700 010 within Ward No.34 of the Kolkata Municipal Corporation

ON THE NORTH : Dr. Suresh Chandra Banerjee Road

ON THE SOUTH : Partly by Premises No. 150/19, 150/3/H/1 and
150/18 Dr.Suresh Chandra Banerjee Road

ON THE EAST : Partly by 140, 140/1, 142, 143/1, 143/2, 144,
144/1, 145/A, 46/A, 149/1, 149 Dr. Suresh Chandra Banerjee Road

ON THE WEST : Partly by 150/B, 150 Dr. Suresh Chandra Banerjee

Road.

**THE SECOND SCHEDULE ABOVE REFERRED TO:
(THE SAID UNIT AND THE PROPERTIES APPURTENANT THERETO)**

ALL THAT piece and parcel of the FLAT AND/OR UNIT no. on the Floor of the building being Block-..... containing by estimation an area of Square Feet (Carpet Area) be the same a little more or less Together with right to park one Open/Covered/Basement/Mechanised Dual Car Parking Space No. TOGETHER WITH the variable undivided proportionate share or interest in the land directly underneath and forming part of the said Block/ Building AND TOGETHER WITH the proportionate share in all common parts portions areas and facilities as mentioned in the Third Schedule, as delineated and demarcated in the Map or Plan annexed hereto and shown in RED borders.

**THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON AREAS AND PORTIONS IN THE BLOCK)**

- (a) Entrance and exits to the premises and the Building, (b) Boundary wall and main gates of the premises,
- (c) Staircase and lobbies on all floors of the Building,
- (d) Entrance lobby,
- (e) Lifts
- (f) Drainage and sewerage lines and other installations for the same
- (g) water supply system
- (h) water pumps
- (i) underground and overhead water tanks together with all plumbing installations for carriage of water
- (j) all fire fighting systems and equipments
- (k) electrical wiring and other fittings
- (l) lightings for the common portions

(m) electrical installations relating to receiving of electricity from the suppliers and meters for receiving the electricity supply

(n) such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the premises and the building as are necessary for passage to and/or use of units in common by the residential occupants

**THE FOURTH SCHEDULE ABOVE REFERRED TO :
(EASEMENTS OR QUASI-EASEMENTS)**

1. The Right in common with the Purchaser and/or other person or persons entitled to the other part or parts of the Building(s) as aforesaid for the ownership and use of common part or parts of the Building(s) including its installations staircases open space(s) in ground floor covered space(s) electrical installations and other passages.
2. The right of passage in common with the Purchaser and other person or persons as aforesaid of electricity water and soil from and to any part (other than the SAID UNIT (s) of the other part or parts of the Building (s) through pipes, drains, wires, conduits lying or being under through or over the SAID UNIT (s) so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the Building(s) .
3. The right of protection for other portion or portions of the Building(s) by all parts of the SAID UNIT (s) as far as they now protect the same or as may otherwise become vested in the Purchaser by means of structural alterations to the SAID UNIT (s) or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the Building(s).
4. The right of the occupier or occupiers of other part or parts of the Building(s) for the purpose of ingress and egress to and from such other Part or Parts of the Building(s) ,

the front entrances staircase, electrical installation open and covered space(s) and other common passages or paths of the Building(s).

5. The right of the Association or its authorized agents) with or without workmen and necessary materials to enter from time to time upon the SAID UNIT (s) for the purpose of repairing so far as may be necessary such pipes drains wires and conduit underground/ overhead Reservoir, fire fighting equipment as aforesaid PROVIDED ALWAYS that the other person or persons shall give to the Purchasers twenty four hours' prior notice in writing of their intention of such entry as aforesaid.

**THE FIFTH SCHEDULE ABOVE REFERRED TO
(RIGHTS AND PRIVILEGES OF THE PURCHASERS)**

1. The purchasers shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the SAID UNIT (s) or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING the rights easements quasi-easements privileges and appurtenances.
2. The right of access and passage in common with the co-owners and occupiers at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and al other common areas installations and facilities in the Building(s) and the Said Premises.
3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the SAID UNIT (s)(s) with or without vehicles over and along the drive-ways and pathways PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchasers or any person deriving title under the Purchasers or the servants agents employees and invitees of the Purchasers to obtained in any way by vehicles deposit of materials

rubbish or otherwise the free passage of or other person or persons including the society/Service Company along such driveway and pathways as aforesaid.

4. The right of support shelter and protection of the SAID UNIT (s) by or from all parts of the Building(s) so far they now support shelter or protect the same.
5. The right of passage in common as aforesaid electricity water and soil from and to the SAID UNIT (s) through pipes drains wires and conduits lying or being in under through or over the Building(s) and the Said Premises so far as may be reasonable necessary for the beneficial occupation of the SAID UNIT (s) whatsoever.
6. The right with or without workmen and necessary materials for the Purchasers to enter from time to time upon the other parts of the Building(s) and the Said Premises for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the SAID UNIT (s) in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours' previous notice in writing of its intention so to enter to the Owners and occupiers of the other Flats and portion of the Building(s).

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

1. As from the date of possession of the SAID UNIT (s) the Purchasers agree and covenant:
 - i. To co-operate with the other co Purchasers in the management and maintenance of the said building(s).
 - ii. To observe the rules framed from time to time by the Service Company/Holding Organisation and become a member of the association of Flat Owners who shall collectively observe the rules framed from time to time by the Service Company

- iii.** To use the SAID UNIT (s) for residential purposes only and for no other purposes whatsoever without the consent in writing of the Owner/ Owner/Developer s.
- iv.** To allow the Holding Organisation with or without workmen to enter into the SAID UNIT (s) for the purpose of maintenance and repairs.
- v.** To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for the SAID UNIT (s) and proportionately for the building(s) and/or common parts/parts and wholly for the SAID UNIT (s) and/or to make deposits on account thereof in the manner mentioned hereunder to the Holding Association to such Holding Organisation. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the SAID UNIT (s) has been taken or not by the Purchasers. The Purchasers shall pay the said amounts without raising any objection thereto regularly and punctually within 72 hours to such Holding Organisation.
- vi.** To deposit the amounts reasonably required with Holding Organisation towards the liability for rates and taxes and other outgoings.
- vii.** To pay charges for electricity in or relating to the SAID UNIT (s) wholly and proportionately relating to the common parts.
- viii.** Not to subdivide the SAID UNIT (s) and/or the Parking Space if allotted or any portion thereof.
- ix.** Not to claim any right over the roof of the Block wherein the SAID UNIT is situate and/or in respect of roof over any other block in the Project and the Purchasers shall have the limited right of access to the roof for the purpose of maintenance of common utilities over the roof .
- x.** To maintain or remain responsible for the structural stability of the SAID UNIT and not to do anything which has the effect of affecting the structural stability of the building(s).

- xi.** Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the SAID UNIT (s) or in the compound or any portion of the building(s).
- xii.** Not to store or bring and allow being stored in the SAID UNIT (s) any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building(s) or any portion of any fittings or fixtures thereof including windows, doors, floors etc, in any manner.
- xiii.** Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building(s) or any part thereof.
- xiv.** Not to fix or install air-conditioners in the SAID UNIT (s) have and except at the places which have been specified in the SAID UNIT (s) for such installation.
- xv.** Not to do or cause anything to be done in or around the SAID UNIT (s) which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the SAID UNIT (s) or adjacent to the SAID UNIT (s) or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- xvi.** Not to damage or demolish or cause to be damaged or demolished the said Flat(s) or any part thereof or the fittings and fixtures affixed thereto.
- xvii.** Not to close or permit the closing of verandas or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences of external doors and windows including grills of the SAID UNIT which differs from the colour scheme of the building(s) or deviation or which may affect the elevation in respect of the exterior walls of the said building(s).
- xviii.** Not to install grills the design of which have not been approved by the Architect.

- xix.** Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the SAID UNIT (s) or any part of the said building(s) or cause increased premium to be payable in respect thereof if the building(s) is insured.
- xx.** Not to make in the SAID UNIT (s) any structural addition and/or alterations such as beams, columns, partition walls etc, or improvements of a permanent nature except with the prior approval in writing of the Local Civic Authority and/or any concerned authority as and when required.
- xxi.** The Purchasers shall not fix or install any antenna on the roof or terrace of the said Building(s) nor shall fix any widow antenna except at the space identified and demarcated by the Owner/ Owner/Developer for the purpose.
- xxii.** Not to deny acceptance (either individually or as a member of the association) to take over management of maintenance services and Not to insist upon the Owner/ Owner/Developer to continue management of maintenance services as and when the Owner/ Owner/Developer deems fit and proper to handover management of maintenance services and consequent thereto calls upon the association to take over management of maintenance services. The Purchasers is also aware that in the event of such denial and/or refusal the Owner/ Owner/Developer shall be at liberty to withdraw and/or discontinue maintenance services without any further reference.
- xxiii.** The Purchaser/s admit/s and accept/s that the Owner/Owner/Developer herein and/or its employees and/or agents and/or contractors shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes as may become necessary for the Complex and/or extension thereof and /or any remaining and/or new construction and the Purchaser/s shall not raise any objection in any manner whatsoever with regard thereto.
- xxiv.** Not to use the SAID UNIT (s) or permit the same to be used for any purposes whatsoever other than as a residence(s)/ as has been granted and shall not use for

the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building(s) or to the owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for industrial activities whatsoever.

- xxv.** Not to change or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsides.
 - xxvi.** To abide by such building(s) rules and regulations as may be made applicable by the Holding Organisation and after the Holding Organisation is incorporated to comply with and/or adhere to the building(s) rules and regulations of such Holding Organisation.
 - xxvii.** Not to obstruct in parking vehicle of anybody including other Purchasers in the Complex.
 - xxviii.** Not to park any car or permit any car to be parked in any open area or unsold car parking area
 - xxix.** To use the said car parking space for parking of cars belonging to the Purchasers and/or to the members of his family and not to allow any other person or strangers to park their cars in the car parking space allotted to the Purchasers.
- 2.** The purchasers agree that :
- i.** The Purchasers shall pay regularly and punctually within 7th day of every month, in advance and month by month the common expenses as described in the Seventh schedule hereunder written at such rate as may be decided, determined and apportioned by the from the date of possession and upon formation and transfer of management of the building(s) to the Holding Organisation such payments are required to be make without any abatement or demand.

- ii.** The proportionate rate payable by the Purchasers for the common expenses shall be decided from time to time and the Purchasers shall be liable to pay all such expenses wholly if it relates to the Purchasers Flat(s) only and proportionately for the building as a whole. The statement of account of the appointment of the charges as prepared by the Maintenance Co. shall be conclusive and final. The purchasers shall not be entitled to dispute or question the same. In the event of the transfer of the management and administration of the said building(s) to the Holding Organisation in terms of these presents, the employees of the Owner/ Owner/Developer s such as watchmen, security staff, liftmen, etc, shall be employed and/or absorbed in the employment of such Holding Organisation with continuity of service and on the same terms and conditions of employment and the Purchasers shall not be entitled to raise any objection thereto and hereby consents to the same.
- iii.** To abide by the rules and regulation as may be framed and decided for the use of the community hall and to take the written consent of the Owner/ Owner/Developer prior to use of the community hall and the Owner/ Owner/Developer shall have the discretion to grant or refuse such permission on the basis of availability.
- iv.** To pay to the Service Company such amounts for the aforesaid purpose as may be demanded by the authority.
- v.** So long as such Flat(s) in the said Premises shall not be separately mutated and assessed the Purchasers shall pay the proportionate share of all rates and taxes.
- vi.** If the purchasers fails to pay the aforesaid expenses or part thereof within time as aforesaid, the Purchasers shall be liable to pay interest at the rate of one and half percent per month and further that if such amount shall remains unpaid for sixty days, shall be at liberty to disconnect and/or suspend all common services attached to the Purchasers' Flat (as has been granted) such as water supply, electricity connection, use of lifts, etc., till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as reconnection charges.

- 3.** The Purchasers have further agreed that :
- i.** The right of the purchasers shall remain restricted to the SAID UNIT (s).
 - ii.** The Purchasers shall not have any right or claim in respect of the other portions of the said building or the premises.
 - iii.** The Purchaser shall not raise any objection to any additional construction whether lateral or horizontal (and sale and transfer thereof) over the existing roof and sanctioned area and while such additional construction shall be undertaken by the Owner /Developer the Purchasers shall not raise any objection on any ground which shall in effect cause any obstruction or impediment in such additional construction including the objection on the grounds of inconvenience, nuisance and/or temporary discontinuation of common utilities and the Owner/Developer shall be entitled to continue such additional construction and /or remaining construction of other blocks and /or other units. The Purchaser shall also not object in case this additional construction reduces its share in the common areas and services in the premises.

THE SEVENTH SCHEDULE ABOVE REFERRED

(Common Expenses)

Establishment and all other capital and operational expenses of the Holding Company.

All charges and deposits for supply, operation and maintenance of common utilities.

All charges and expenses for deployment/engaging and appointment of security service agency and /or personnel and all allied expensed connected and/or incidental thereto.

All charges for the electricity consumed for the operation of the common machinery and equipment.

All expenses for insuring the Complex, inter alia, against earthquake, flood, rain, fire, mob violence, damages, civil commotion, etc.

All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level.

All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level, including the exterior or interior (but not inside any FLAT AND/OR UNIT) walls of the Blocks.

All expenses for running and operating all machinery, equipments and installations comprised in the Block Common Portions at the Block level and/or Complex Common Portion at the Complex level, including fire safety equipment, rain water harvesting equipment if any, solar panels if any, sewerage plants if any, lifts, Generator if any, changeover switches, CC TV if any, EPABX if any, 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 Block Common Portions at the Block level and/or Complex Common Portion at the Complex level.

Municipal Tax, surcharge, Multistoried Building Tax, Water Tax, generator taxes, pollution fees, tube well charges if any, lift licence fees, fire NOC charges and other levies in respect of the Block at the Block level and in respect of the Complex at Complex level save those separately assessed on the Purchaser/s.

The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, accountants, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.

THE EIGHTH SCHEDULE ABOVE REFERRED**(Club)**

The Owner/Developer has provided a Club and /or recreational center for the Purchasers of Units at ORIENTAL PALMS and any other person/persons/organisations authorized and permitted by the Owner/Developer and the Purchaser shall have the right to use the same in common with each other without claiming any share/ ownership/ title / interest therein, it being expressly agreed that the Club its access roads, accessories, equipments and proportionate share in the land pertaining to the club has been retained by the Owner/ Developer and shall not form part of the super built area of Oriental Palms. The Purchaser cannot raise any objection on the Owner/Developer allowing other outside person/persons/organisations to use the club facilities by giving them the club membership.

Club membership:- The Owner/Developer shall grant Rights to Members, including access to the Club Facility, in accordance with the Rules & Regulations as may be framed by the Owner/Developer. The purchaser shall be bound by the said rules and regulations and shall abide by the same and shall not raise any objection thereto. Membership does not confer upon a Member any ownership, interest, right, benefit or title to or in any of the Facility or assets of the Club. No Member shall, by virtue of his/her Membership only, assume any liability of the Owner/Developer whether in respect of its property or assets. The Owner/Developer may extend Club Rights to such persons/organisation and guests for such period as the Owner/Developer deems appropriate and in the interest of the Club. The Owner/Developer may itself either withdraw any Memberships and/or General Admission options, or introduce additional categories of Membership from time to time, and determine the maximum number of Members in each category and the terms and conditions applicable thereto. The opinion of the Owner/Developer shall be final in respect of all matter relating to the Club, its Rules & Regulations, admission of members, charges, annual or monthly charges etc. The membership of the Club shall be in the name of individual residents of the Project only. However, if the owner of a Unit is other than an individual, it will be required to nominate the occupier of such Unit, who, for all purposes, will be treated as the member of

the Club. The OWNER/DEVELOPER shall at its discretion induct and/or allow such other person or persons or organisations as members of the Club on such consideration as may be decided by the OWNER/DEVELOPER and the Purchaser shall not object to the same at any point of time. The Owner/Developer reserves the right to decide the amenities and facilities and/or the modifications thereto to be provided in the Club.

Club Charges: The Club Membership Charges, one-time payment, usage based charges including annual/monthly membership fees and/or subscription charges and /or operational costs/charges and /or additional facility charges shall be determined by the Owner/ Developer and/or any other person as may be designated by the owner Owner/Developer from time to time. The Purchaser understands that the membership of the Club is Compulsory for every owner of the Units and each member shall have the right of use the Club and its facilities on payment of charges and observance of rules and regulations of the Club. No right or lien of any nature whatsoever will be created or deemed to be created in favour of members, in respect of the assets of the Club. The detailed terms and conditions of membership and rules and regulations governing use of the Club facilities will be formulated and circulated in due course before or after the Club is made operational. The Purchaser shall abide by these rules and regulations.

Running of the Club: The Club will be managed, operated and maintained by the Maintenance Company and/or by any other suitable arrangement as Owner/Developer may decide. The Owner/Developer shall not be responsible for any injury, death or illness or any loss or damage to property whatsoever/ howsoever caused, sustained or incurred out of, or in any way connected with the use, whether proper or otherwise, of any of the Club Facility including the swimming pool, whether defective or otherwise. Specifically, it is an ongoing condition of Membership that Members: understand that all sports and others recreational activities involve a certain amount of risk; assume and accept all risks related to participation by them and their families in activities organized by the Club or undertaken in the Club Facility; grant permission to the Owner/Developer , the Club, Management, Staff of the Club to act on their behalf according to their best judgment in any emergency and agree that all

and any costs incurred for the purposes shall be reimbursed indemnify the Owner/Developer in full against all claims, losses, damages, costs and expenses which Owner/Developer may suffer or incur as a result of or in connection with the breach by such Member, his Spouse (if any) or guests of any of these Rules and Regulations, or any applicable rules or regulations in use in any manner at the Club, and each Member shall forthwith on demand pay in full to the Owner/Developer as the case may be, such claims, losses, damages, costs and expenses. The Owner/Vendor shall have the right to sell, assign, trade, and transfer the club area together with undivided proportionate share in the land to any third party of its choice and the purchaser shall not be entitled to raise any objection. Purchaser shall accept and be bound by such sale, exchange, assignment, or transfer and faithfully perform and carry out obligations under this agreement with provided however The right and membership of the purchaser shall remain unaffected.

IN WITNESS WHEREOF the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

SIGNED SEALED AND DELIVERED by the
OWNER/OWNER/DEVELOPER at Kolkata in
the presence of

Witnesses:

1.

2.

SIGNED SEALED AND DELIVERED by the
PURCHASERS at Kolkata in the presence of :

Witnesses:

1.

2.

RECEIVED from the within named Purchasers the within mentioned **Rs**/
(Rupees) only by way of total consideration money as per Memo
 below :-

MEMO OF CONSIDERATION

DATE	CHEQUE NO.	BANK	AMOUNT (in Rs)	TDS (in Rs)
TOTAL AMOUNT:			Rs/-	

(Rupees) only

Witnesses :

1.

2.