

Annexure 1 – Plan of the Plot of Land

Annexure 2 – Plan of the Apartment

CONVEYANCE

1. Date:
2. Place: Kolkata
3. Parties:

Sri Birendra Nath Pathak alias B.N.Pathak son of Late Sevanath Pathak by religion: Hindu, residing at 53, Dr Lal Mohan Bhattacharjee Road, Kolkata – 700014, represented by Sri. Naresh Goel (PAN – ADOPG5221E) (Aadhar No. - 968871337041), son of late Sri Ramautar Agarwala and residing at 26B Alipore Road, Orbit Crystal, Kolkata – 700027 by virtue of a Development Power of Attorney which is recorded in Book no: IV, CD Volume no:, Pages to and being Deed no:, for the year 2014. hereinafter referred to as the 'OWNER' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the FIRST PART.

And

M/s. CASTLE PROJECTS (P) LTD.,(CIN No.U7) (PAN– AACCC3572A), a Company incorporated under the Companies Act, 1956, having its registered office at 208, Shantiniketan Building, 8, Camac Street, Kolkata – 700 017 represented by its Director, Sri. Naresh Goel (PAN - ADOPG5221E) (Aadhar No. 968871337041), son of Late Sri Ramautar Agarwala and residing at 26B Alipore Road, Orbit Crystal, Kolkata – 700027 and authorized vide board resolution dated hereinafter (Promoter/Developer which expression shall include its successors and assigns and/or assigns)

And

Mr/Ms. _____, son/daughter of _____, aged about _____, residing at _____ (PAN _____)

(Buyer or Allottee, include/s his/her heirs, executors, administrators, successors-in-interest and permitted assigns)

Owner, Promoter/Developer and Buyer are hereinafter individually referred to as such or as Party and collectively as Parties.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

- 4.1 Said Apartment: Residential Apartment No. _____, on the _____ floor, having super built-up area of _____ (_____) square feet, more or less and corresponding carpet area of _____ (_____) square feet, more or less, being more particularly described in Schedule B below and the layout of the apartment is delineated in Green colour on the Plan annexed hereto and marked as Annexure “2” (Said Apartment), in Block/Building No. _____ (Said Block/Building), being a part of the Real Estate Project (defined in Clause 5.3 below) registered under the provisions of the West Bengal Housing Industry Regulation Act, 2017 (Act), the West Bengal Housing Industry Regulation Rules, 2018 (Rules) and the West Bengal Housing Industry Regulation Act, 2017 (Regulations) with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under registration No. _____, the Real Estate Project is constructed on land measuring **25 (Twenty Five) Cottahs 5 (Five) Chittacks 37 (Thirty Seven) Sq. Ft.** more or less comprised in 3 Plots and all situated in Mouza Gobindpur, J.L. No. 9, Police Station – Mahestalla, District : 24 Parganas (now South 24 Parganas) [Holding No. L 3 – 30/235/1 – 3, Budge Budge Trunk Road, Kolkata – 700141 falling within Ward No. 15 of Maheshtala Municipality, as shown in Blue colour boundary line on the Plan annexed and marked as Annexure “1 hereto and more particularly described in Schedule A- below (Project Property). The Real Estate Project has been developed namely “CASTLE RESIDENCY”
- 4.2 Said Parking Space: The right to park in the parking space/s described in Schedule B below (Said Parking Space), if any.
- 4.3 Share In Common Areas: Undivided, impartible, proportionate and variable share in the common areas of the Real Estate Project (Share In Common Areas), the said common areas of the Real Estate Project being described in Schedule C below (Common Areas).
- 4.4 Said Apartment and Appurtenances: The subject matter of this Conveyance are 4.1, 4.2, and 4.3 above, being the Said Apartment, the Said Parking Space (if any), and the Share In Common Areas, respectively which are collectively described in Schedule B below (collectively Said Apartment And Appurtenances)
5. Background
- 5.1 Ownership of Project Property:
- WHEREAS Birendra Nath Pathak is the sole and absolute owner of ALL THAT Land measuring **25 (Twenty Five) Cottahs 5 (Five) Chittacks 37 (Thirty Seven) Sq. Ft** more or less comprised in 3 Plots being [1] L.R. Dag No.739 R.S. Dag No 288, land measuring **6 Cottahs 11 Chittacks 33 Sq.ft.** more or less, [2] L.R. Dag No.740, R.S. Dag No 289 land measuring **2 Cottahs 7 Chittaks 29**

Sq.ft. more or less and **[3] L.R. Dag No.752**, R.S. Dag No 329(part) land measuring **16 Cottahs 2 Chittaks 20 Sq.ft.** more or less all in L.R. Khatian Nos.959 and all lying and situated in Mouza Gobindpur, J.L. No. 9, Police Station – Mahestalla, District : 24 Parganas (now South 24 Parganas) [Holding No. L 3 – 30/235/1 – 3, Budge Budge Trunk Road, Kolkata – 700141 falling within Ward No. 15 of Maheshtala Municipality, all being purchased by registered deeds and on payment of valuable consideration and free from all encumbrances of whatsoever and howsoever nature and the particulars are as under:

- A. By a Deed of Conveyance dated 20th April, 1964 Pravash Chandra Sardar described as the Vendor therein sold to Sevanath Pathak described as the Purchaser therein ALL THAT piece and parcel of land measuring about 7 (seven) decimals of land in R.S. Dag No.289, R.S. Khatian No.215 lying and situated at Mouza – Gobindpur, J.L. No.9, Touzi No.123(I), R.S. No.72, Parganas Balia, P.S. Maheshtalla, S.R.O. Alipore, (now Behala), District South 24-Parganas and registered in the office of the District Sub-Registrar of Alipore at Behala in Book No.I, Volume No.26, Pages No.57 to 64, Being No.1351 for the year of 1964.
- B. By a Deed of Conveyance dated 20th April, 1964 Golap Mollah described as the Vendor therein sold to Sevanath Pathak described as the Purchaser therein ALL THAT piece and parcel of Bastu land measuring about 18 (eighteen) decimals more or less in R.S. Dag No.287, R.S. Khatian No.113 and 2 (two) decimals more or less of Danga land in R.S. Dag No.286/349, R.S. Khatian No.235 both lying and situated at Mouza Gobindpur, J.L. No.9, R.S. No.72, Tozi No.66, Pargana Balia, P.S. Maheshtalla, S.R.O. Behala, District South 24-Parganas and registered in the office of the Sub-Registrar of Alipore at Behala recorded in Book No.I, Volume No.28, Pages No.6 to 11, Being No.1350 for the year of 1964.
- C. By a Deed of Conveyance dated 2nd May, 1964 Bhusan Chandra Naskar described as the Vendor therein sold to Sevanath Pathak described as the Purchaser therein ALL THAT piece and parcel of Bastu land measuring about 13 (thirteen) decimals more or less in R.S. Dag No.288, R.S. Khatian No.111 lying and situated at Mouza – Gobindpur, J.L. No.9, Touzi No.66, R.S. No.72, Parganas Balia, P.S. Maheshtalla, S.R.O. Alipore, now Behala, District South 24-Parganas and registered in the office of the Sub-Registrar Alipore recorded in Book No.I, Volume No.57, Pages No.291 to 298, Being No.3322 for the year of 1964.
- D. By a Deed of Conveyance dated 19th June, 1973 (1) Md. Badsha Molla, (2) Shrimati Momela Khatun, (3) Shrimati Noorbanu, (4) Md. Easin Molla, (5) Md. Hannan Molla, (6) Md. Kashem Ali Molla and (7) Shrimati Fazila Khatun all being described as the Vendors therein sold to M/s. The Vesco Products Company i.e. a partnership firm (represented by its partners namely (1) Sevanath Pathak. Since deceased (2) Birendra Nath Pathak and (3) Vasisht Yogendra Nath Pathak) described as the Purchaser therein ALL THAT piece and parcel of

Danga land measuring about 30 (thirty) decimals more or less in R.S. Dag No.329 (portion), R.S. Khatian No.110 lying and situated at Mouza - Gobindapur J.L. No.9, R.S. No.72, Tozi No.66, S.R.O. Alipore, (now Behala), P.S. Maheshtalla, District South 24-Parganas and registered in the office of the Sub-Registrar at Alipore, recorded in Book No.I, Volume No.76, Pages 6 to 12, Being no.2868, for the year of 1973 .

- E. By a Indenture dated 1st August,1990 Suvra Chakraborty described as the Vendor therein sold to Lalit Pathak and Vishal Pathak described as the Purchasers therein sold ALL THAT piece and parcel of rent paying Bastu land with structures containing an area of 3 Cottahs and 8 Chittacks more or less along with privilege of passage of 5 feet wide within Mouza Gobindpur, Police Station – Mahestalla, J.L. No.9, R.S. No.72, within Pargana – Balia, under Touzi No.66, comprising R.S. Dag No.286 appertaining to R.S. Khatian No. and registered at the office of the District Registrar Alipore, now Behala, in Book No.I, Volume No. 28, Pages 13 to 19, Being No.11421 for the year 1990.
- F. The aforementioned purchasers of the abovementioned said Plots of land being Sevanath Pathak, Lalit Pathak and Vishal Pathak and the said partnership business carried on under the name and style “M/s The Vesco Products Company” wherein the partners were (1) Sevanath Pathak. (2) Birendra Nath Pathak and (3) Vasisht Yogendra Nath Pathak belonged to one and the same family, i.e Sevanath Pathak and his descendants.
- G. After purchase the said family of Sevanath Pathak and his descendants constructed a two storied building over the parts of the said Plots of land being R.S. Dag No.287, 288 and 289 having a built up area of 2800 Sq.ft. approx. and an asbestos shed over the said Plot of land being R.S. Dag No.286/349 measuring 1200 Sq.ft. approx. and also made a foundation upto land level on the said Plot of land being R.S. Dag No.287 covering an area of 800 Sq.ft. approx.
- I. The said Sevanath Pathak used his whole of the aforesaid landed properties absolutely in his sole proprietorship –business carried on under the name and style of “M/s. The Vesco Products Co.” which was subsequently converted the same in to a registered partnership firm with effect from 1st January, 1965 taking with him his two sons namely the said Birendra Nath pathak and Vasisht Yogendra Nath Pathak as the incoming partners by virtue of a partnership deed dated 9th December, 1964.
- J. By virtue of a Deed of Declaration dated 11th July, 1989 executed by the Sevanath Pathak and registered at the office of the District. Sub Registrar Alipore South 24-Parganas in Book No.I, Volume No.241, Pages 130 to 133 Being Noo.9485 for the year 1989, the said Sevanath Pathak ceased to have any of his individual right, title or interest in the aforesaid landed properties and confirmed the same to be the assets of the said partnership firm, “M/s. The Vesco Products Co.”.

- K. On or about the 7th April, 1993 the said Sevanath Pathak retired from the said Partnership firm "M/s. The Vesco Products Co."
- L. "M/s The Vesco Products Co." duly constructed sheds, building, structures both katcha and pucca on the aforesaid land at its own cost and expenses.
- M. On or about 27th September 1998 the said Sevanath Pathak son of late Pandit Fakir Chand Pathak died intestate leaving behind him his two sons, Shri Birendra Nath Pathak and Shri Vasisht Yogendra Nath Pathak as his heirs and legal representatives.
- N. The descendants of Sevanath Pathak, being Shri Birendra Nath Pathak (the Present Owner), Shri Vasisht Yogendra Nath Pathak, Shri Lalit Pathak, Shri Gaurav Pathak, Shri Vishal Pathak had decided and agreed to amicable and mutually divide and partition the immoveable properties comprised in the 6 Plots of land being [1] R.S. Dag No. 289, R.S. Khatian No. 215 measuring 7 (seven) decimals (Part-I) , [2] R.S. Dag No. 287, R.S. Khatian No. 113 measuring 18 (eighteen) decimals; [3] R.S. Dag No. 286/ 349, R.S. Khatian No. 235 measuring 2 (two) decimals (Part-II) ; [4] R.S. Dag No. 288, R.S. Khatian No. 111 measuring 12 (twelve) decimals (Part-III); [5] R.S. Dag No. 329 (portion), R.S. Khatian No. 110 measuring 30 (thirty) decimals (Part-I) and [6] R.S. Dag No. 286, R.S. Khatian No. 229 measuring 3 Cottahs 8 Chittacks with 5" common passage and all lying and situated in Mouza – Gobindpur, J.L. No.9, R.S. No.72, Pargana Balia, Touzi No.66 P.S. Maheshtalla, District: South 24 Parganas amongst themselves by metes and bounds as per the desire and wishes of Sevanath Pathak.
- O. By virtue of Deed of Partition, dated 31.03.2004 executed between Shri Birendra Nath Pathak(Present Owner), Shri Vasisht Yogendra Nath Pathak, Shri Lalit Pathak, Shri Gaurav Pathak, Shri Vishal Pathak & M/s. The Vesco Products Co. represented by its partners, Shri Birendra Nath Pathak and Shri Vasisht Yogendra Nath Pathak amicably and mutually divided and partitioned the said immovable properties comprised in the said 6 Plots of land into 2 (two) parts and portion amongst themselves and as per the mutual agreement the 2 (two) divisions were allotted to the 2 (two) brothers Shri Birendra Nath Pathak and Shri Vasisht Yogendra Nath Pathak being the sons of Sevanath Pathak (since deceased) and [1] Shri Birendra Nath Pathak (the Present Owner) was allotted ALL THAT piece and parcels of land measuring 25 Cottahs 5 Chittacks 37 Sq. Ft more or less comprised in 3 Plots being [1] R.S.Dag No.288 (part), land measuring 6 Cottahs 11 Chittacks 33 Sq.ft. more or less having a building constructed on the part of land, [2] R. S.Dag No.289 (part) measuring 2 Cottahs 7 Chittacks 29 Sq.ft. more or less having a built up area of 1400 sq. ft. more or less being kutchha and pucca structures and [3] R. S. Dag No.329 (part) measuring 16 Cottahs 2 Chittacks 20 Sq.ft. more or less all in R.S. Khatian No.111, 215 and 110 and lying and situated in Mouza Gobindpur, J.L. No.9, R.S. No.72 Pargana Balia, P.S. Maheshtalla, Dist. – South 24 Parganas, S.R.O.

Alipore, now Behala, under Maheshtala Municipality and morefully described in First Schedule written therein in the said Deed of Partition and [2] Shri Vasisht Yogendra Nath Pathak was allotted ALL THAT piece and parcels of land measuring 23 Cottahs 2 Chittacks 20 Sq. Ft more or less lying and situated in Mouza Gobindpur, J.L. No.9, R.S. No.72 Pargana Balia, P.S. Maheshtalla, Dist. – South 24 Parganas, S.R.O. Alipore, now Behala, under Maheshtala Municipality and andmorefully described in the Second Schedule written therein in the said Deed of Partition and was duly registered before the Additional Registrar of Assurance, Kolkata in Book No.I, Being No.3964 for the year 2004.

The Owner demarcated his allotted portion of land being **25 (Twenty Five) Cottahs 5 (Five) Chittacks 37 (Thirty Seven) Sq. Ft** more or less comprised in 3 Plots by constructing a boundary wall.

- P. The parties, Sri Birendra Nath Pathak and Sri Vasisht Yogendra Nath Pathak had mutually agreed that the original Deeds, i.e 5 Deed of Conveyances in respect of the purchase of the 6 Plots of land and the Partition Deed 31.03.2004 were to be kept in the possession of the Owner.
- Q. The land allotted to the Owner pursuant to the said Deed of Partition dated 31. 03. 2004 measuring 25 Cottahs 5 chittacks and 37 sq. ft more or less was duly mutated in the records of the B.L &L.R.O and the plots were renumbered in the records as [1] L.R. Dag No.739, R.S. Dag No 288, land measuring 6 Cottahs 11 Chittacks 33 Sq.ft. more or less, [2] L.R. Dag No.740, R.S. Dag No 289 measuring 2 Cottahs 7 Chittaks 29 Sq.ft. more or less and [3] L.R. Dag No.752, R.S. Dag No 329 (part) measuring 16 Cottahs 2 Chittaks 20 Sq.ft. more or less all in L.R. Khatian No.959 and lying and situated in Mouza Gobindpur, J.L. No.9, R.S. No.72 Pargana Balia, P.S. Maheshtalla, District – South 24 Parganas, and the Sub- Registration.Office,Behala (formerly Alipore) within the limits of Maheshtala Municipality being Holding No. L 3 – 30/235/1 – 3, Budge Budge Trunk Road, Kolkata – 700141 falling within Ward No. 15.
- R. The Owner thus became the sole and absolute owner and well and sufficiently seized and possessed of the said property as morefully described in the First Schedule hereinbelow written and got the same mutated in his name in the records of Maheshtala Municipality as the owner of Holding No. L 3 – 30/235/1 – 3, Budge Budge Trunk Road, Kolkata – 700141 falling within Ward No. 15 and in the B.L & L. R. O records as the owner of L.R. Dag Nos. 739, 740 and 752 in Khatian No. 959, J.L. No. 9, mouza: Gobindapur, P.S. Maheshtala, District: South 24 Parganas as the owner of land measuring 25 Cottahs 5 chittacks 37 sq. ft more or less and is in possession of the same.
- S. The Present Owner being the sole and absolute owner of the said property and is entitled to deal with the same in any manner he deems fit and proper.
- T. The original Deeds of title of the said property have been misplaced and lost and the Owner has lodged a General Diary being GD Entry No. 824 dated 8.05.2014

with the Entally Police Station And have made publication in the newspapers published in the The Telegraph, Bartaman and Sanmarg all on 31.05.2014.

No one has made any claim or raised any objection in respect of the said property.

- U. The Owner or the Promoter assures and promises that the said original deeds of purchase of the said Plots as written hereinabove, were never mortgaged, charged, pledged, hypothecated or deposited with any entity as security or for obtaining any loan or encumbered in any manner whatsoever or howsoever.
- V. The Owner has decided to develop the said property by constructing a multistoried building/s and for the purpose of development of the said property and the Present Owner has appointed the Promoter as the exclusive Promoter for construction, building and erection of a new building on the said property in accordance with the plan sanctioned by the Maheshtala Municipality by demolishing the existing structures situated thereon for the consideration and on the terms and conditions hereinafter appearing and written.
- W. The Owner has entered into an Agreement of Exchange with the Promoter on 12.12.2009 and subsequently have executed a registered Development Agreement on 11.03.2014 and a Supplementary Agreement dated 27.03.2014 and the Promoter got a building plan sanctioned from the Competent Authority of Maheshtala Municipality for construction of eight-storied [Ground + 7 Floors] building over the said property and morefully described in the FIRST SCHEDULE hereunder written.
- X. The Owner has already handed over the possession of the said property to the Promoter with the right, authority and power to construct, build and erect a building and other ancillary and necessary development work related to the said property and the Promoter has started the construction of the building as per sanctioned plan of Maheshtala Municipality.
- Y. The Owner and the Promoter have mutually agreed that all the flats, apartments, units, car parking spaces, other spaces to be constructed and constructed in the said property falling within the allocation of the either the Owner or the Promoter shall be sold by the respective parties
- Z. By virtue of the said Agreement the Owner herein is entitled to 26% of all the constituted area in the New Building with proportionate share in all the common areas (including car parking space, roof, etc.), land comprised in the said premises and open spaces.
- AA. By virtue of the said Agreement the Promoter herein is entitled to 74% of all the constituted area in the New Building with proportionate share in all the common areas (including car parking space, roof, etc.), land comprised in the said premises and open spaces.
- BB. The Promoter has caused the plan to be sanctioned from the Maheshtala Municipality and started construction of the new building at the said premises in accordance therewith.

CC. The Promoter have represented that the said representatives are duly authorized persons of the Promoter and competent to negotiate, enter into, sign and execute this Agreement pursuant to the Board Resolution.

DD. The Purchaser being desirous of owning and acquiring **ALL THAT** the said Flat being Unit No on the floor having a super built up area of square feet more or less in the new building at the said premises morefully mentioned and described in the First Schedule hereinabove of the new building, have approached the PROMOTER for sale of the said Unit and the PROMOTER has agreed to sell the same to the Purchaser in a manner free from all encumbrances charges mortgages liens lispensens acquisitions requisitions attachment and trusts whatsoever or howsoever at or for the consideration and on the terms and conditions more fully contained hereinafter.

The details pertaining to the title of the Owner to the Project Property are elucidated in the Title Reports issued by, Advocate, copies whereof have been uploaded on the website of the West Bengal Housing Industry Regulatory Authority (collectively "Title Report")

5.2 Development Agreement: For the purpose of developing and commercially exploiting the First Property i.e. the Real Estate Project or the Project or the Project Property by construction of the Said Complex thereon and selling various apartments/spaces therein (Apartments), the Owner entrusted the work of development of the First Property i.e. the Real Estate Project or the Project or the Project Property to the Promoter/Developer , on the terms and conditions recorded in 1 (one) separate development agreement i.e. the Development Agreement dated 11th March,2014 at the office of the Additional Registrar of Assurances at Kolkata and recorded in Book no: IV, CD Volume no: 5, Pages 1297 to 1323, Deed no: 02190 for the year 2014. ("Development Agreement") and the Supplementary Agreement dated 27th day of March 2014 ("Supplementary Agreement'). In terms of the Development Agreement, the Promoter/Developer has become entitled to sell, transfer, encumber or otherwise alienate or dispose off the Units, parking spaces and other saleable spaces in the Said Block/Building/the Project Property/the Project Property and to appropriate the entire consideration therefore.

5.3 Real Estate Project: The Project Property is earmarked for the purpose of building a residential project comprising multi-storeyed apartment buildings and car parking spaces. The development of the Said Complex inter alia consists of "2 (Two) Towers of 7 (seven) storied each over the Ground Plus Two Storied Structure as mentioned below:-

Block 1 – "TOWER 1"

Block 2 - "TOWER 2"

of the residential Blocks/Buildings (as mentioned above), are presently being developed as of the Whole Project and registered as a 'real estate project' with the Authority, under the provisions of the Act ,the Rules, and the Regulations, and other rules, regulations, circulars and rulings issued there under from time to time.

- 5.4 Sanction of Plans: The Promoter/Developer obtained the layout plan, sanctioned plan, specifications and approvals for the Real Estate Project (including for the Said Apartment and the Said Building) from the competent authority, which has been developed by the promoter as the present Real Estate Project. The Promoter strictly followed the rules and plans approved by the competent authority.
- 5.5 Registration under the Act: The Promoter/Developer has registered the Real Estate Project under the provisions of the Act with the Authority at Kolkata on _____ under Registration No. _____.
- 5.6 Announcement of Sale: The Promoter/Developer formulated a scheme and announced sale of Apartments and parking spaces to prospective purchasers (Transferees).
- 5.7 Application and Allotment to Buyer: The Buyer, intending to be a Transferee, upon full satisfaction of the Owner's title and the Promoter/Developer 's authority to sell, applied for purchase of the Said Apartment And Appurtenances and the Promoter/Developer has allotted the same to the Buyer, who in due course entered into an registered agreement for sale dated _____ registered in the office of _____, recorded in Book No. _____, Volume No. _____, at pages __ to ____, being Deed No. _____, for the year ____ (Said Agreement) for purchase of the Said Apartment And Appurtenances, on the terms and conditions contained therein.
- 5.8 Construction of Said Block/Building: The Promoter/Developer has completed construction of the Said Block/Building.
- 5.9 Conveyance to Buyer: In furtherance of the above, the Owner and the Promoter/Developer are completing the Conveyance of the Said Apartment And Appurtenances in favour of the Buyer, by these presents, on the terms and conditions contained herein.
- 5.10 Acceptance of Conditions Precedent: Notwithstanding anything contained in the Said Agreement, the Buyer confirms that the Buyer has accepted and agreed that the following are and shall be the conditions precedent to this Conveyance:
- 5.11 Understanding of Scheme by Buyer: The undertaking and covenant of the Buyer that the Buyer has understood and accepted the under mentioned scheme of development as disclosed by the Promoter/Developer:

- (i) It is thereby clarified for the sake of brevity that the Tower 1 & Tower 2 shall consist of a Common Ground plus 7 (Seven) storied Structure being developed as a Project and proposed as a “real estate project” on land measuring an area of **25 (Twenty Five) Cottahs 5 (Five) Chittacks 37 (Thirty Seven) Sq. Ft** more or less being constructed on the First Property constitute the Real Estate Project in accordance with the provisions of the Act and Rules. The Real Estate Project is being constructed and developed upon the said Property as shown in Blue colour boundary line on the Plan annexed and marked as Annexure “1” hereto and more particularly described in Schedule A below.
- (ii) Further Development: The Promoter/Developer is entitled to amend, modify and/or substitute the proposed future and further development of the Project Property, in full or in part, subject to the necessary permission/sanction being granted by the Maheshtala Municipality and all other concerned authorities.
- (iii) Limited Areas And Facilities: The Buyer agrees that the Promoter/Developer shall be entitled to provide and designate certain common areas and facilities appurtenant to apartments/flats in the Real Estate Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the Buyer(s) of such apartments/flats and to the exclusion of other Buyer(s) in the Real Estate Project (Limited Areas And Facilities). The Buyer agrees to use only the Limited Areas And Facilities (if any) specifically identified for the Buyer in the Said Apartment And Appurtenances and as more particularly described in Schedule B hereunder written. The Buyer agrees to not use the Limited Areas And Facilities identified for other Buyer(s) nor shall the Buyer has any claim of any nature whatsoever with respect to the Limited Areas And Facilities identified for other Buyer(s) and/or the usage thereof.
- (iv) Common Areas: The Common Areas in the Real Estate Project that may be usable by the Buyer and other Buyer(s) on a non-exclusive basis are listed in **Schedule C** hereunder written.
- (v) Maximum FAR: The Promoter/Developer shall be entitled to utilize the Maximum FAR (Floor Area Ratio) or any part thereof, subject to the necessary permission/sanction being granted by the Maheshtala Municipality and all other concerned authorities, and construct additional built-up area– (i) by way of additional apartments and/or additional floors on the Said Block/Building;. For the purpose aforesaid, the Promoter/Developer will be entitled from time to time to vary, amend and/or alter the building plans in respect of the Said Block/Building without however, adversely affecting the Said Apartment being sold hereunder, and to carry out construction work accordingly. The Buyer hereby irrevocably agrees and gives his/her/its

express consent to the Promoter/Developer for carrying out amendments, alternations, modifications, and/or variations in the building plans of the Said Block/Building for the aforesaid purpose and to put up construction accordingly. This consent shall be considered to be the Buyer's consent contemplated under the relevant provisions of the Act, Rules and Regulations. The Buyer shall not raise any objection or cause any hindrance in the said development/construction by the Promoter/Developer whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Said Apartment or any other part of the Said Block/Building being affected by such construction. The Buyer hereby agrees to give all facilities and co-operation as the Promoter/Developer may require from time to time after taking possession of the Said Apartment, so as to enable the Promoter/Developer to complete the development smoothly and in the manner determined by the Promoter/Developer. It is expressly agreed by the Parties that the Promoter/Developer will be entitled to sell and transfer on ownership basis or otherwise and for its own benefit the additional apartments that may be constructed by the Promoter/Developer as aforesaid.

5.12.2 Satisfaction of Buyer: The undertaking of the Buyer to the Owner and the Promoter/Developer that the Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owner, right and entitlement of the Promoter/Developer in the Project Property, the sanctioned plans, all background papers, the right of the Owner and the Promoter/Developer to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Buyer and the negative covenants mentioned above and/or elsewhere in this Conveyance and the Buyer hereby accepts the same and shall not raise any objection with regard thereto.

5.12.3 Rights Confined to Said Apartment And Appurtenances: The undertaking of the Buyer to the Owner and the Promoter/Developer that the right, title and interest of the Buyer is confined only to the Said Apartment And Appurtenances and the Promoter/Developer is entitled to deal with and dispose off all other portions of the Project Property and the Said Block/Building to third parties at the sole discretion of the Promoter/Developer, which the Buyer hereby accepts and to which the Buyer, under no circumstances, shall be entitled to raise any objection.

6. Transfer

6.1 Here by Made: The Owner and the Promoter/Developer hereby sell, convey and transfer to and unto the Buyer, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Apartment And Appurtenances, described in Schedule B below, being:

6.1.1 Said Apartment: The Said Apartment, being Residential Apartment No. _____, on the _____ floor, having super built-up area of _____ (_____) square feet, more or less and corresponding carpet area of _____ (_____) square feet, more or less, being more particularly described in Schedule B below and the layout of the apartment is delineated in Green colour on the Plan annexed hereto and marked as Annexure "2", in Block/Building No. _____, being a part of the Real Estate Project registered under the provisions of the Act, the Rules and the Regulations with the Authority at Kolkata on _____ under registration No. _____, the Real Estate Project is constructed on the Project Property as shown in Blue colour boundary line on the Plan annexed and marked as Annexure "1" hereto and more particularly described in Schedule A- below, being land measuring **25 (Twenty Five) Cottahs 5 (Five) Chittacks 37 (Thirty Seven) Sq. Ft** more or less being bastu land, comprised in 3 Plots and all situated in Mouza Gobindpur, J.L. No. 9, Police Station – Mahestalla, District : 24 Parganas (now South 24 Parganas) [Holding No. L 3 – 30/235/1 – 3, Budge Budge Trunk Road, falling within Ward No. 15 of Maheshtala Municipality],

6.1.2 Said Parking Space: The Parking Space, being the right to park in the parking space/s described in Schedule B below, if any.

6.1.3 Share In Common Areas: The Share In Common Areas, being the undivided, impartible, proportionate and variable share in the common areas of the Real Estate Project, the said common areas of the Real Estate Project being described in Schedule C below.

7. Consideration and Payment

7.1 Consideration: The aforesaid conveyance of the Said Apartment And Appurtenances is being made by the Owner and the Promoter/Developer in consideration of a sum of Rs. _____/- (Rupees _____), paid by the Buyer to the Owner (through the Promoter/Developer) and the Promoter/Developer, receipt of which the Promoter/Developer hereby and by the Memo and Receipt of Consideration by Owner and Promoter/Developer below, admit and acknowledge.

8. Terms of Transfer

8.1 Title, Sanctioned Plans and Construction: The Buyer has examined or caused to be examined the following and the Buyer is fully satisfied about the same and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the same and also further waive the right, if any, to do so:

- (a) The right, title, interest and authority of the Owner and the Promoter/Developer in respect of the Project Property, the Said Block/Building and the Said Apartment And Appurtenances;
 - (b) The sanctioned plans sanctioned by the Maheshtala Municipality;
 - (c) The construction and completion of the Said Block/Building, the Common Areas, the Said Apartment and the Said Parking Space (if any) including the quality, specifications, materials, workmanship and structural stability thereof.
- 8.2 Measurement: The Buyer has measured the area of the Said Apartment and is satisfied regarding the same and agrees and covenants not to ask for any details or question the computation of area or make any claims in respect thereof.
- 8.3 Salient Terms: The transfer of the Said Apartment And Appurtenances being effected by this Conveyance is:
- 8.3.1 Conveyance: sale within the meaning of the Transfer of Property Act, 1882.
 - 8.3.2 Absolute: absolute, irreversible and in perpetuity.
 - 8.3.3 Free from Encumbrances: free from all encumbrances of any and every nature whatsoever including but not limited to lispendens, attachments, liens, charges, mortgages, trusts, debutters, reversionary rights, residuary rights, claims and statutory prohibitions.
 - 8.3.4 Benefit of Common Portions: subject to the terms and conditions of this Conveyance, together with proportionate ownership, benefit of user and enjoyment of the Common Areas described in the Schedule C below, in common with the other co-owners of the Said Block/Building, including the Owner and the Promoter/Developer (if the Owner and/or the Promoter/Developer retain any Apartment in the Said Block/Building).
- 8.4 Subject to: The sale of the Said Apartment and Appurtenances being affected by this Conveyance is subject to:
- 8.4.1 Payment of Rates & Taxes: The Buyer regularly and punctually paying costs, expenses, deposits and charges for Municipal Tax, surcharge, levies, cess, etc. (collectively Rates & Taxes), as be assessed for the Said Apartment And Appurtenances.
 - 8.4.2 Payment of Maintenance Charge: The Buyer regularly and punctually paying proportionate share (Maintenance Charge) in the common expenses for maintenance and upkeep of the Common Areas, indicatively described in Schedule F below (collectively Common Expenses/Maintenance Charge).
 - 8.4.3 Observance of Covenants: the Buyer observing, performing and accepting the stipulations, regulations and covenants (collectively Covenants), described in the Schedule E below.

8.4.4 Indemnification by Buyer: indemnification by the Buyer about the Buyer faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Buyer hereunder. The Buyer agrees to keep indemnified the Owner and the Promoter/Developer and/or their successors-in interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Owner and the Promoter/Developer and/or their successors-in interest by reason of any default of the Buyer.

9. Possession

9.1 Delivery of Possession: Khas, vacant, peaceful, satisfactory, acceptable and physical possession of the Said Apartment and Appurtenances has been handed over by the Promoter/Developer to the Buyer, which the Buyer admits, acknowledges and accepts.

10. Outgoings

10.1 Payment of Outgoings: All Municipal taxes on the Said Apartment And Appurtenances, relating to the period till the date of expiry of the notice of possession of the Said Apartment And Appurtenances to the Buyer (Date Of Possession), whether as yet demanded or not, shall be borne, paid and discharged by the Promoter/Developer and all liabilities, outgoings, charges, taxes and levies relating to the Said Apartment And Appurtenances from the Date Of Possession shall be borne, paid and discharged by the Buyer.

11. Holding Possession

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

12. Further Acts

12.1 Owner and Promoter/Developer to do: The Owner and the Promoter/Developer hereby covenant that the Owner and the Promoter/Developer or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Buyer and/or successors-in-interest of the Buyer, do and execute or cause to be done and executed all such acts,

deeds and things for further or more perfectly assuring the title of the Buyer to the Said Apartment And Appurtenances.

- 12.2 Promoter/Developer to do: The Promoter/Developer hereby covenant that the Promoter/Developer or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Buyer and/or successors-in-interest of the Buyer, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Buyer to the Said Apartment And Appurtenances.
13. Defect Liability:
- 13.1 The Promoter/Developer shall rectify all reasonable construction related defects in the Apartment, if any, brought to the notice of the Promoter/Developer, at its own cost and effort, within five calendar year from the date of completion certificate, issued by the Maheshtala Municipality
- 13.2 It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Buyer and/or any other buyers in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Buyer and/or any other buyer/person in the Real Estate Project and/or the Whole Project and/or the Project Property. The Buyer is/are aware that the Said Block/Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Block/Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's/Developer's obligation to rectify any defect(s) as mentioned in this Clause and the Buyer and/or the association of buyers shall have no claim(s) of whatsoever nature against the Promoter/Developer in this regard.
- 13.3 It is clarified that the above said responsibility of the Promoter/Developer shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised modifications or repairs done by the Buyer or his/her/their/its nominee/agent (c) cases of force majeure (d) failure to maintain the amenities/equipments (e) accident and (f) negligent use.
- 13.4 Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Promoter/Developer to the Buyer ends before the defect liability period and such warranties are covered under the maintenance of the said residential complex and if the annual maintenance contracts are not done/renewed by the Buyer, the

Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common Areas wherever applicable. The Buyer has been made aware and the Buyer expressly agrees that the regular wear and tear of the residential complex excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 200 Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Buyer it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Apartment and in the workmanship executed.

14. General

- 14.1 Conclusion of Contract: The Parties have concluded the contract of Conveyance in respect of the Said Apartment And Appurtenances by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.
- 14.2 Over Riding Effect: It is clarified that this Conveyance shall supersede and/or shall have over riding effect on the agreement for sale and/or any other documents executed prior to the date of this Conveyance.

15. Interpretation

- 15.1 Number: Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.
- 15.2 Headings: The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.
- 15.3 Definitions: Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 15.4 Documents: A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

SCHEDULE A

(Project Property)

ALL THAT divided and demarcated piece and parcel of land measuring **25 (Twenty Five) Cottahs 5 (Five) Chittacks 37 (Thirty Seven) Sq. Ft** more or less, bastu land together with structures standing thereon, comprised in 3 Plots being **[1] L.R. Dag No.739**, R.S. Dag No 288 land measuring **6 Cottahs 11 Chittacks 33 Sq.ft.** more or less, **[2] L.R. Dag No.740**, R.S. Dag No 289 land measuring **2 Cottahs 7 Chittaks 29 Sq.ft.** more or less and **[3] L.R. Dag No.752**, R.S. Dag No 329 (part) land measuring **16 Cottahs 2 Chittaks 20 Sq.ft.** more or less all in L.R. Khatian Nos.959 and lying and all situated in Mouza Gobindpur, J.L. No. 9, Police Station – Mahestalla, District : 24 Parganas (now South 24 Parganas) [Holding No. L 3 – 30/235/1 – 3, Budge Budge Trunk Road, Kolkata – 700141 falling within Ward No. 15 of Maheshtala Municipality], together with all other rights of easement attached thereto, butted and bounded as follows:

ON THE NORTH : By Budge Budge Trunk Road
 ON THE EAST : By Part of L.R. Dag No.740, 738,752 and 736.
 ON THE SOUTH : By Part of L.R. Dag No. 752.
 ON THE WEST : By L.R. Dag No. 741.

SCHEDULE 'B'

(Said Apartment And Appurtenances)

- (a) The Said Apartment, being Residential Apartment No. _____, on the _____ floor, having super built-up area of _____ (_____) square feet, more or less and corresponding carpet area of _____ (_____) square feet, more or less, in Block/Building No. _____. The layout of the Said Apartment is delineated in Green colour on the Plan annexed hereto and marked as Annexure "2";
- (b) The Said Parking Space, being the right to park _____ (_____) medium sized car/or _____ (_____) two wheeler/s in the covered space in the ground Floor of any building in the Said Complex and _____ (_____) medium sized car/s in the multi-level car parkingspace (comprised in the separately constructed building being Block No. B) within the Said Complex and _____ (_____) medium sized car/s and/or _____ (_____) two wheeler/s in the open space at the ground level of the Said Complex;
- (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; and

- (d) The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Block/Building, as be attributable and appurtenant to the Said Apartment.

SCHEDULE 'C'

(Common Areas Of the Real Estate Project)

(Which Are Part Of the Real Estate Project)

The owner of the land, prospective purchasers, society or syndicate or Association shall allow each other the following easement and quasi-easements rights privileges etc.

- i) Land under the said building described in the Schedule herein before.
- ii) All sides spaces, open spaces, paths, passages, drains ways in the land of the said building/complex .
- iii) General lighting of the common portions and space for installations of electric meter in general and separate.
- iv) Drains and sewers from the building in the Municipal connection drains and/or sewerage.
- v) Stair case and staircases landing.
- vi) Lobbies in each floor.
- vii) Common septic tank.
- viii) Common water pump.
- ix) Common water reservoir.
- x) Water and sewerage eviction from the pipes of the every units, to drain and sewerage common to the said building.
- xi) Common electric line.
- xii) Lift facilities.
- xiii) Durwan and/or caretakers room , Meter Room ,common toilets
- xiv) The boundary walls, entrances and exit points of the Premises, all passages and open spaces of the Premises required to be kept open under the law, Common space and/or spaces including the space meant Security Guards or any other space, utility or services as may mutually decide without affecting any one's individual rights or title.
- xv) All common installations, connections and serving facilities including water courses, ferrule, electrical power supply, common lights, telephone D. P.

sewerage and water drains, gutters, pipes, cables, conduits, connections and common electrical wiring.

- xvi) Cost of Maintenance of Gardens in the buildings, community hall, Gymnasium, Lounge areas, Firefighting equipment's, Lobby maintenance,
- xvii) Entrance and exit gates of the block, Paths passages and open spaces in the building other than those reserved by the Promoter/Developer for their own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or marked by the Promoter/Developer for use of any Co-owner.
- xviii) Driveway in the ground floor of the complex.
- xix) Lift with lift shaft and the lobby in front of it on typical floors and lift machine room the stairs leading to the roof thereof and the ultimate Roof.
- xx) Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas for operation of lifts and pump and for supply of power in the said Unit to the extent of quantum mentioned herein and/or in the other Units during power failure and generator room in the ground floor of the complex.
- xxi) Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s and meter room in the ground floor of the block.
- xxii) Security Surveillance Area on Ground and First Floor of the complex .
- xxiii) Underground water reservoir for municipal water with a pull on pumps installed thereat for the block.
- xxiv) Water waste and sewerage evacuation pipes from the Units to drains and sewers common to the block and from the block to the municipal drain.
- xxv) Common bathroom with W.C. and common toilets in ground floor & First Floor of the Blocks/complex.
- xxvi) Room for Darwan/Security guard, caretaker's office in the ground Floor.
- xxvii) Requisite arrangement of Intercom/EPABX with connection to each individual flat from the reception in the ground floor.
- xxviii) The Roof is reserved for the Promoter/Developer and Birendra Nath Pathak (Owner of land) only for the purpose of construction of additional floors/part floor/construction on a particular area of the Floor or otherwise as may be allowed by the Authorities and the ultimate open area of the roof shall form part of the common parts with rights to the purchaser to use the said roof.

SCHEDULE 'D'

(Whole Project Included Amenities)

Sr. No.	Said Project Included Amenities
1.	Driveways, fire tender paths, walkways and Green landscaped garden with manicured grass, shrubs and seasonal flowers
2.	Central drainage & sewage pipeline and central water supply pipeline
3.	Gymnasium named ""
4.	Community hall / Lounge hall named ""
5.	Fire fighting equipments, Lounge areas, Lobby maintenance

SCHEDULE 'E'

(Covenants)

The Buyer 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 Buyer: The Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owner, right and entitlement of the Promoter/Developer, the sanctioned plans, all the background papers, the right of the Owner and the Promoter/Developer to enter into this Conveyance, the scheme of development described in this Conveyance and the extent of the rights being granted in favour of the Buyer and the negative covenants mentioned in this Conveyance and the Buyer hereby accepts the same and shall not raise any objection with regard thereto.
2. Buyer Aware of and Satisfied with Common Areas and Specifications: The Buyer, upon full satisfaction and with complete knowledge of the Common Areas (described in Schedule E above) and Specifications (described in Schedule D above) and all other ancillary matters, is entering into this Conveyance. The Buyer has examined and is acquainted with the Said Complex and has agreed that the Buyer shall neither have nor shall claim any right over any portion of the Said Block/Building and/or the Said Complex and/or the said Property and/or the said Project save and except the Said Apartment And Appurtenances.
3. Facility Manager: The Promoter/Developer shall hand over management and upkeep of all Common Areas to a professional 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 Buyer 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 Buyer and it shall be deemed that the Facility Manager is rendering the services to the Buyer 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 buyers of the Said Complex/Whole Project.

4. Buyer to Mutate and Pay Rates & Taxes: The Buyer shall (1) pay the Maheshtala Municipality Tax, surcharge, levies, cess etc. (proportionately for the Said Block/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 favour of the Buyer, on the basis of the bills to be raised by the Promoter/Developer/the Association (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof and (2) have mutation completed at the earliest. The Buyer further admits and accepts that the Buyer shall not claim any deduction or abatement in the bills of the Promoter/Developer/the Facility Manager or the Association (upon formation).
5. Buyer to Pay Common Expenses/Maintenance Charges: The Buyer shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter/Developer/the Facility Manager/the Association (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof. The Buyer further admits and accepts that (1) the Buyer 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).
6. Buyer to Pay Interest for Delay and/or Default: The Buyer 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 /the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Buyer shall pay interest @ 2% (two percent) 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/Developer /the Facility Manager/the Association (upon formation), as the case may be. The Buyer also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Buyer and the Buyer 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/Developer shall have first charge and/or lien over the Said Apartment And Appurtenances for all amounts due and payable by the Buyer to the Promoter/Developer provided however if the Said Apartment And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoter/Developer shall stand extinguished on the financial institution clearing all dues of the Promoter/Developer.
8. No Obstruction by Buyer 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 Block/Building and/or make other constructions elsewhere on the Said Complex and/or said Project and the Buyer shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Buyer due to and arising out of the said construction/developmental activity. The Buyer also admits and accepts that the Promoter/Developer 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 Buyer shall not raise any objection in any manner whatsoever with regard thereto.
9. No Rights of or Obstruction by Buyer: 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 Conveyance and the Promoter/Developer shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof
10. Variable Nature of Land Share and Share In Common Portions: The Buyer 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 Block/Building/Real Estate Project (2) if the area of the Said Block / Building/ Real Estate Project is recomputed by the Promoter/Developer, then the Share In Common Areas shall vary accordingly and proportionately and the Buyer shall not question any variation (including diminution) therein (3) the Buyer shall not demand any refund of the Total Price paid by the Buyer 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 Buyer shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter/Developer, in its absolute discretion.
11. Buyer to Participate in Formation of Association: The Buyer admits and accepts that the Buyer and other intending Buyer of apartments in the Said Complex shall form the Association and the Buyer 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 . The Buyer shall bear and pay the proportionate expenses of the Association and shall acquire and hold membership with voting rights and in this regard the Buyer shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association, 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.

12. Obligations of Buyer: The Buyer shall

- (a) Co-operate in Management and Maintenance: co-operate in the management and maintenance of the Said Block/Building, the Real Estate Project, the said Project and the Said Complex by the Promoter/Developer/the Facility Manager/the Association (upon formation).
- (b) Observing Rules: observe the rules framed from time to time by the Promoter/Developer/the Facility Manager/the Association (upon formation) for the beneficial common enjoyment of the Said Block/Building, the Real Estate Project, the said Project and the Said Complex.
- (c) 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.
- (d) 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 therefor, 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 Buyer 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 Block/Building, the Project Property, and outside walls of the Said Block/Building save in the manner indicated by the Promoter/Developer/the Facility Manager/the Association (upon formation). The Promoter/Developer shall endeavor to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Buyer.
- (e) Residential Use: use the Said Apartment for residential purpose only. Under no circumstances shall the Buyer 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.

- (f) No Alteration: not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the Said Block/Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment. In the event the Buyer makes any alterations/changes, the Buyer 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.
- (g) 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 Block/Building. The Buyer shall not install any dish-antenna on the balcony and/or windows of the Said Block/Building and/or on any external part of the Said Block/Building and/or the roof thereof. The Buyer shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Buyer shall install pipelines and ledge only at such places, as be specified and prescribed by the Promoter/Developer. Grills may only be installed by the Buyer on the inner side of the doors and windows of the Said Apartment. The Buyer 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 Buyer that no out-door units of split air-conditioners will be installed on the external walls of the Said Block/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 Buyer shall install the out-door unit of the same either inside the Buyer's 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 Buyer shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Buyer accepts that the aforesaid covenants regarding grills, airconditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.
- (h) No Sub-Division: not sub-divide the Said Apartment And Appurtenances and the Common Areas, under any circumstances.
- (i) No Changing Name: not change/alter/modify the names of the Said Block/ Building and the Said Complex from that mentioned in this Conveyance.
- (j) Trade Mark Restriction: not to use the name/mark, "Castle Residency" 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 Buyer does so, the Buyer shall be liable to pay damages

to the Promoter/Developer and shall further be liable for prosecution for use of the mark "Castle Residency"

- (k) 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 Block/Building and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.
- (l) 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.
- (m) No Obstruction to Promoter/Developer/Facility Manager/Association: Not obstruct the Promoter/Developer/the Facility Manager/the Association (upon formation) in their acts relating to the Common Areas and not obstruct the Promoter/Developer in constructing on other portions of the Said Block/Building and/or the Said Complex/said Project/Project Property and selling or granting rights to any person on any part of the Said Block/Building/Said Complex/said Project/Project Property(excepting the Said Apartment and the Said Parking Space, if any).
- (n) No Obstruction of Common Areas: not obstruct pathways 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.
- (o) No Violating Rules: not violate any of the rules and/or regulations laid down by the Promoter/Developer/the Facility Manager/the Association (upon formation) for the use of the Common Areas.
- (p) 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 therefor.
- (q) 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.
- (r) 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
- (s) 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 Block/Building/Said Complex save at the place or places provided therefore provided that this shall not prevent the Buyer from

displaying a standardized name plate outside the main door of the Apartment.

- (t) No Floor Damage: not 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.
 - (u) No Installing Generator: not install or keep or run any generator in the Said Apartment and the Said Parking Space, if any
 - (v) No Use of Machinery: not install or operate any machinery or equipment except home appliances.
 - (w) No Misuse of Water: not misuse or permit to be misused the water supply to the Said Apartment.
 - (x) No Damage to Common Areas: not damage the Common Areas in any manner and if such damage is caused by the Buyer and/or family members, invitees or servants of the Buyer, the Buyer shall compensate for the same.
 - (y) No Hanging Clothes: not hang or cause to be hung clothes from the balconies of the Said Apartment.
 - (z) 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 Buyer hereby understands and accepts that as per the 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 Buyer shall not raise any objection in any manner whatsoever with regard thereto and further the Buyer hereby confirms that the Buyer shall not violate any terms of the statutory requirements/fire norms.
- 11.1.11 Notification Regarding Letting/Transfer: If the Buyer lets out or sells the Said Apartment And Appurtenances, the Buyer shall immediately notify the Facility Manager/the Association (upon formation) of the tenant's/buyer address and telephone number.
- 11.1.12 No Objection to Construction: The Buyer has accepted the scheme of the Promoter/Developer to construct/develop the Said Complex/said Project in phases and to construct on other portions of the said Property and hence the Buyer has no objection to the continuance of construction in the other portions of the said Property/the Said Complex, even after the date of possession notice. The Buyer shall not raise any objection to any inconvenience that may be

suffered by the Buyer due to and arising out of the said construction/developmental activity.

11.1.13 No Right in Other Areas: The Buyer shall not have any right in the other portions of the said Property/the Said Complex and the Buyer 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 said Property/the Said Complex.

11.1.14 Roof Rights: A demarcated portion of the top roof of the Said Block/Building shall remain common to all owners of the Said Block/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 Block/Building shall belong to the Promoter/Developer with right of exclusive transfer and the Buyer specifically agrees not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Block/Building as aforesaid, the Promoter/Developer shall always have the right of further construction on the entirety of the top roof and the Buyer 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 Block/Building

11.1.15 Hoardings: The Promoter/Developer 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 Project 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. Said Club:

12.1 The Promoter/Developer has decided to provide several amenities and facilities in a social and recreational club within the Said Complex (Said Club), intended for use and enjoyment of all buyers of the Whole Project. It is clarified that (1) the decision of the Promoter/Developer as to what amenities and facilities shall be included in the Said Club shall be final and binding on the Buyer (2) the Buyer hereby unconditionally accepts the proposed usage of the Said Club by the other allottees of the Whole Project and shall not, under any circumstances, raise any objection or hindrance to the other allottees of the Whole Project using all or part of the amenities and facilities provided in the Said Club.

12.2 Membership Obligation of Buyer: Membership of the Said Club being compulsory for all buyers of the Whole Project, the Buyer (which expression, in the context of the Said Club, means only 1 (one) person if the number of Buyer(s) is more than 1 (one), as be nominated inter se among the Buyer(s) agrees to become a member of the Said Club, on the preliminary terms and conditions recorded herein. The Buyer understands and accepts that (1) detailed terms and conditions of membership and rules and regulations governing use of the Said Club and its facilities will be formulated by the Club Manager (defined below) in due course and circulated to members before the Said Club is made operational (2) all members (including the Buyer) will be required to abide by these terms and conditions and rules and regulations and (3) the acceptance by the Buyer of the club scheme shall be a condition precedent to completion of sale of the Said Apartment And Appurtenances in terms of this Conveyance.

SCHEDULE 'F'

(Common Expenses)

1. **MAINTENANCE** : All costs and expenses of maintaining repairing redecoration and renewing etc. of the Main structure and in particular the roof (only to the extent of leakage and drainage to the upper floors), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the block and enjoyed or used by the Purchaser in common with other occupiers or serving more than one Unit/Flat and other saleable space at the said premises, main entrance and exit gates, landings and staircases of the block and enjoyed by the Purchaser or used by him in common as aforesaid and the boundary walls of the premises, compounds, etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said premises so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL** : All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator, Fire Fighting equipments and accessories, Security Systems Deep Tube Well etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF** : The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g) security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftman, etc.) including their bonus and other emoluments and benefits.
4. **ASSOCIATION** : Establishment and all other expenses of the Association and also similar expenses of the Promoter/Developer or any agency looking after the common purposes and handing over the same to the Association.

5. TAXES : Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any Unit).
6. INSURANCE : Insurance premium for insurance of the said premises hereinabove and also otherwise for insuring the same against earthquake, damages, fire, lightning mob, violence, civil commotion (and other risks, if insured).
7. COMMON UTILITIES : Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. RESERVES : Creation of funds or replacement of funds for replacement, renovation and/or other periodic expenses.
9. OTHER : All other expenses and/or outgoings including litigation expenses as are incurred by the Promoter/Developer and/or the Association for the common purpose.

[Other Common Expenses for Common Areas]

1. Expenses of maintaining, cleaning, repairing, painting, redecorating, replacement, reconstruction, etc. of the Common areas and facilities and all and every amenities in the building/complex.
2. The cost of electricity charges for common facilities including lighting the Common passages, Car Parking Areas, Security Guards Room.
2. The cost of working, maintenance, repair, replacement of tube well, common equipment, lights, etc.
3. The costs of the salaries of caretakers, sweepers, personnel, as may be employed from time to time.
4. Capital or recurring expenditure for replacement, renovation, installations of all or any item comprised in the general common areas and facilities.
5. Capital or recurring expenditure for replacement and/or repair of such common utilities.
6. The costs of others as may be necessary and incumbent including creation of reserve fund, or otherwise.
7. All or any other areas as may be deemed to be common areas as stated by the Promoter/Developer .

16. Execution and Delivery

16.1 In Witness Whereof the Parties have executed and delivered this Conveyance on the date mentioned above.

Authorized Signatory [Owner]

Authorized Signatory [Promoter/Developer]

Signature of Buyer

Drafted by:

Advocate

, High Court, Calcutta

Witnesses:

Name _____

Name _____

Father's Name _____ Father's Name

Address _____

Address _____

Signature _____

Signature _____

Receipt of Consideration

Received from the within named Buyer the within mentioned sum of
Rs. _____ /-(Rupees _____)
towards full and final payment of the Consideration for the Said Apartment And
Appurtenances described in Schedule B above.

Authorized Signatory [Promoter/Developer]

Witnesses:

Name : _____ Name

: _____

Signature _____ Signature _____