

Stamp Paper – Rs. 1,000/-

CONVEYANCE

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

M/s. Castle Projects (P) Ltd., (CIN No.U70101WB1998PTC088380) (PAN–AACCC3572A), a Company incorporated under the Companies Act, 1956, having its registered office at 208, Shantiniketan Building, 8, Camac Street, P.O. Circus Avenue, P.S. Shakespeare Sarani Kolkata – 700 017 represented by its Director, Sri. Aayush Goel (PAN –ANSPG0204D) (Aadhar No. 849963711701), son of Sri Naresh Goel and residing at 26B Alipore Road, Orbit Crystal, P.O. & P.S. Alipore, Kolkata – 700027 and authorized vide board resolution dated 2nd March 2020 hereinafter referred to as the ‘Promoter/Owner” which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors and assigns and/or assigns) of the ONE PART

And

[If the Buyer is a company]

..... (CIN No.....) a Company incorporated under the provisions of the Companies Act, (1956 or the Companies Act, 2013 as the case may be), having its registered office at (PAN), represented by its authorized signatory (Aadhar No.....), duly authorized vide Board Resolution dated, hereinafter, referred to as the "Allottee(s)", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successor(s)-in-interest and permitted assigns) of the OTHER PART

OR

[If the Buyer is a partnership firm]

M/s a partnership firm, registered under the Indian Partnership Act, 1932, having its principle place of business at(PAN-.....), represented by its authorized partner....., (Aadhar No.....) duly authorized vide hereinafter referred to as the "Allottee", (which expression shall, unless repugnant to the context or meaning thereof

he deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrator of the last surviving partner and his/her/their assigns) of the OTHER PART.

OR

[If the Buyer is an individual]

[1] Mr./Mrs./Ms..... son/daughter/wife of, Mr.....(PAN), (Aadhar No.) aged about Years, residing at and [2] Mr./Mrs./Ms..... son/daughter/wife of, Mr.....(PAN), (Aadhar No.) aged about Years, residing at, hereinafter called the "BUYERS" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/ their heirs, executors, administrators, successors-in-interest & permitted assignees) of the OTHER PART

Promoter/ Owner and Buyer/s 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 thefloor, having super built-up area of(..... Thousand Hundred only) square feet, more or less and corresponding carpet area of (.....e Thousand) 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), 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 2020 under registration No.

HIRA/...../...../2020/....., the Real Estate Project is constructed on land measuring **17 (seventeen) decimals (equivalent to 10 (Ten) Cottahs)** more or less comprised in 2 Plots R.S. Dag No. 57/3023 having an area measuring **11 (eleven) decimals (equivalent to 6 Cottahs 10 Chittacks 15 sq. ft.)** more or less and R.S. Dag No. 57/3025 having an area measuring **6 (six) decimals (equivalent to 3 Cottahs 5 Chittacks 30sq. ft.)** more or less both situated in Mouza Sodepur, J.L. No. 8, Police Station – Sodepur, District : 24 Parganas (now North 24 Parganas) [Premises No. 5A Iswar Chatterjee Road, P.O. Sodepur, P.S. Khardah, Kolkata -700110 District: North 24 Parganas within Ward no. 17 of Panihati 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

- 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 the Promoter/Owner is the sole and absolute owner of ALL THAT Land measuring **17 (seventeen) decimals (equivalent to 10 (Ten) Cottahs** more or less comprised in 2 Plots being **[1]L.R. Dag No. 57/3023**, R.S. Dag No. 57/3023 land measuring **11 (eleven) decimals (equivalent to 6 Cottahs 10 Chittacks 15 Sq.ft.)** more or less and **[2]L.R. Dag No. 57/3057**, R.S. Dag No 57/3025 land measuring **6 (six) decimals (equivalent to 3 Cottahs 5 Chittacks 30 Sq.ft.)** more or less in L.R. Khatian Nos.1594 and both lying and situated in Mouza Sodepur, J.L. No. 8, District

: North 24 Parganas ([Premises No. 5A Iswar Chatterjee Road, P.O. Sodepur, P.S. Khardah, Kolkata -700110] District: North 24 Parganas within Ward no. 17 of Panihati Municipality, (hereinafter referred to as the “said property”) 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 Partition dated 27.07.1956 and registered before the Sub-Registrar, Barrackpore in Book No. I, Volume No. 64, Pages 133 to 140 for the year 1956 Ganesh Chandra Chatterjee was allotted and become the owner sole and absolute owner of All That piece and parcel of land measuring 50 decimals more or less comprised in C.S. Dag No. 57 corresponding to R.S. Dag No. 57/3023; 57/3024 and 57/3025; C.S. Khatian No. 184; R.S. Khatian Nos. 1170 and 1171, Mouza: Sodepur, J.L. No. 8, P.S. Khardah; District : 24 Parganas (now North 24 Parganas) being Holding No. 5 and 8 Iswar Chatterjee Road, P.O. Sodepur, Kolkata – 700110 within Ward No.17 of the Panihati Municipality
- B. The said Ganesh Chandra Chatterjee died intestate on 16.04.1974 leaving behind him, his wife, Smt. Abhaya Rani Devi, one son, Biswanath Chatterjee and two daughters, Smt. Kamala Sarkar and Smt. Jaya Chakraborty as his heirs and legal representatives.
- C. The said Smt. Abhaya Rani Devi, Biswanath Chatterjee, Smt. Kamala Sarkar and Smt. Jaya Chakraborty inherited the assets and properties of Ganesh Chandra Chatterjee and became the joint owners thereof.
- D. The said Smt. Abhaya Rani Devi, Smt. Kamala Sarkar and Smt. Jaya Chakraborty had sometime 1983 instituted a partition suit against Biswanath Chatterjee before the Ld. 10th Assistant District at Alipore being Title Suit No. 103 of 1983 (Smt. Abhaya Rani Devi & Ors vs Biswanath Chatterjee).

E. The said parties, Smt. Abhaya Rani Devi, Biswanath Chatterjee, Smt. Kamala Sarkar and Smt. Jaya Chakraborty had on 17.07.1985 amicable and mutually settled their dispute and had filed a compromise petition before the Ld. 10th Assistant District at Alipore on the basis of which a decree was passed on in the Title Suit No. 103 of 1983 (Smt. Abhaya Rani Devi & Ors vs Biswanath Chatterjee).

F. By the said compromise petition on the basis of which the decree dated 17.07.1985 was made by the Ld. 10th Assistant District at Alipore, the parties had agreed inter-alia that the 3 Plots being Dag No. 57/ 3023 (Danga land measuring 27 decimals) , 57/3024 (Tank land measuring 12 decimals) ad 57/3025 (Bastu land measuring 11 decimals) all situated in Mouza : Sodepur, J.L. No. 8, P.S. Khardah, District : 24 Parganas (now North 24 Parganas) with a big pucca two storied building consisting of 5 big rooms, bath rooms, sanitary latrines, a big court yard, a thakur dalan for performing yearly Sree Sree Durga Puja with verandahs on the ground floor together with 5 big rooms, bath rooms, sanitary latrines on the first floor was to be divided and partitioned in the following manner:

[i] the entire ground floor was allotted to Smt. Abhaya Rani Devi and after her death, Smt Joya Chhakraborty and Smt. Kamala Sarkar will be entitled to stay in the allotted portion of Smt. Abhaya Rani Devi as of right till their death but will not stay permanently and after their death the heirs and legal representatives will not have any claim whatsoever;

[ii] the thakur dalan in the ground floor will remain a joint property and

[iii] the entire first floor was allotted to Biswanath Chatterjee.

The said Smt. Abhaya Rani Devi and Biswanath Chatterjee had duly mutated their name as the owner of the said property in the records of Panihati Municipality

The said Smt. Jaya Chakraborty died intestate on 22.05.2011 leaving behind her husband Paramesh Chakraborty, and two daughters, Ms. Pushpita Chakraborty and Ms. Joyeeta Chakraborty Chakraborty as her her heirs and legal representatives .

- G. The Smt. Abhaya Rani Devi and Biswanath Chatterjee had on 29.08.2008 entered into an Agreement with M/s Castle Projects Private Limited for the purpose of promoting and developing the land measuring 10 Cottahs more or less being Holding No. 5 and 8 Iswar Chatterjee Road, [R.S. Dag No. 57/3023 { having an area measuring 6 Cottahs 10 Chittacks 15 sq. ft. more or less} and R.S. Dag No. 57/3025 { having an area measuring 3 Cottahs 5 Chittacks 30 sq. ft. more or less}; C.S. Khatian No. 184; R.S. Khatian Nos. 1170 and 1171, Mouza: Sodepur, J.L. No. 8, R.S.No. 45, Touji No. 172, P.S. Khardah; District : 24 Parganas (now North 24 Parganas)] and the said Smt. Abhaya Rani Devi and Biswanath Chatterjee would be entitled to 27% of the constructed area.
- H. The said Smt. Abhaya Rani Devi and Biswanath Chatterjee had on 17.04.2013 entered into an Agreement dated with M/s Castle Projects Private Limited for the purpose of registering the said Agreement in respect of promoting and developing the land measuring 10 Cottahs more or less being Holding No. 5 and 8 Iswar Chatterjee Road, [R.S. Dag No. 57/3023 { having an area measuring 6 Cottahs 10 Chittacks 15 sq. ft. more or less} and R.S. Dag No. 57/3025 { having an area measuring 3 Cottahs 5 Chittacks 30 sq. ft. more or less}; C.S. Khatian No. 184; R.S. Khatian Nos. 1170 and 1171, Mouza: Sodepur, J.L. No. 8, R.S.No. 45, Touji No. 172, P.S. Khardah; District : 24 Parganas (now North 24 Parganas)] and the said Smt. Abhaya Rani Devi and Biswanath Chatterjee's entitlement of 27% of the constructed area in respect of the said property and registered before the Additional District Sub- Registrar, Barrackpore in Book No. I, CD Volume No. 13, Pages 1952 to 1981 Being No. 03934 for the year 2013.
- I. The said Smt. Abhaya Rani Devi and Biswanath Chatterjee had on 17.04.2013 executed a Power of Attorney appointing Sanjay Khemka and Sunil Kumar

Bhowmick as their constituted attorney in respect of the said property and registered before the Additional District Sub- Registrar, Barrackpore in Book No. IV, CD Volume No. 2, Pages 2149 to 2160 Being No. 00617 for the year 2013

- J. The Panihati Municipality has sanctioned the Building Plan on the said property and thereafter the said M/s Castle Projects Private Limited has demolished the existing structure standing on the said property.
- K. There were some differences and dispute between Smt. Abhaya Rani Devi and Biswanath Chatterjee on the one part and M/s Castle Projects Private Limited of the other part and thereby the development work on the said property has come to a stand still and/or stopped.
- L. The said Biswanath Chatterjee died intestate on 3.11.2014 leaving behind him his wife Madhabi Chatterjee and two daughters, as his her heirs and legal representatives, Smt. Sharmistha Chatterjee and Smt. Saswati Chatterjee
- M. By a Deed of Conveyance dated 3.07.2015 executed by Smt. Abhaya Rani Devi alais Smt Abhaya Chatterjee, Smt. Kamala Sarkar, Paramesh Chakraborty, Ms. Pushpita Chakraborty and Ms. Joyeeta Chakraborty described as the Vendors sold to M/s. Castle Projects Private Limited All That their undivided share, interest and benefits in the land measuring 10 Cottahs more or less in Premises No. 5 and 8 Iswar Chatterjee Road, P.O. Sodepur, P.S. Khardah, Kolkata - 700110 District: North 24 Parganas within Ward no. 17 of Panihati Municipality (and comprised in C.S. Dag No. 57 corresponding to R.S. Dag No. 57/3023 (having an area measuring 6 Cottahs 10Chittacks 15 sq. Ft more or less) and R.S. Dag No. 57/3025 (having an area measuring 3 Cottahs 5 Chittacks 30 sq. Ft more or less) C.S. Khatian No. 184, R.S. Khatian No. 1170 and 1171, R.S. No. 45, Touji No. 172, Mouza: Sodepur, J.L. No. 8, P.S. Khardah, District: North 24 Parganas Together with fully incomplete flats/units to be constructed being an area measuring 1000 sq. Ft built up area and 150 sq. Ft more or less of car parking space on the ground floor and undivided built up area measuring 418 more or less comprised in two flats [being the North East side of the second

floor measuring 175 sq. Ft more or less and on the North West side of the third floor measuring 243 sq. Ft more or less of the building under construction and registered before the Additional Registrar of Assurances – II, Kolkata and recorded in Book No. I, Volume No. 1902 – 2015, Pages 26611 to 26648, Being No. 190207188 for the year 2015

- N. By a Deed of Conveyance dated 17.10.2015 executed by Smt. Madhabi Chatterjee And Smt. Madhabi Chatterjee as the constituted attorney of Ms. Sharmistha Chatterjee and Ms. Saswati Chatterjee described as the Vendors sold to M/s. Castle Projects Private Limited All That their undivided share, interest and benefits in 18.75% in the piece and parcel of the land measuring 10 Cottahs more or less in Premises No. 5 and 8 Iswar Chatterjee Road, P.O. Sodepur, P.S. Khardah, Kolkata -700110 District: North 24 Parganas within Ward no. 17 of Panihati Municipality (and comprised in C.S. Dag No. 57 corresponding to R.S. Dag No. 57/3023 (having an area measuring 6 Cottahs 10 Chittacks 15 sq. Ft more or less) and R.S. Dag No. 57/3025 (having an area measuring 3 Cottahs 5 Chittacks 30 sq. Ft more or less) C.S. Khatian No. 184, R.S. Khatian No. 1170 and 1171, R.S. No. 45, Touji No. 172, Mouza: Sodepur, J.L. No. 8, P.S. Khardah, District: North 24 Parganas Together with the semi constructed area (a) one flat measuring about 501.75 Sq ft (out of the total area measuring 669 Sq ft) built up area on the North west side on the second floor, (b) another flat measuring about 702.75 Sq ft (out of the total area measuring 937 sq.ft) built up area on the South West side of the third floor (c) value at the market rate for balance 49.5 Sq ft (out of 66 sq. ft) built up area payable by the Developer, Castle Projects (P) Ltd, together with the rights, title & interest along with obligations, liabilities & duties towards M/s Primax Management Services (P) Ltd of 110, Merlin Chambers, 1, Crooked Lane, Kolkata - 700069 in respect of the two flats measuring 1124 Sq ft and 730 Sq ft built up area situated on the South East side on the first floor and North East side on the second floor respectively, which has already been sold to them by Late Biswanath Chatterjee together with all right, title, interest and benefit arising therefrom in the piece and parcel of land and registered before the Additional Registrar of Assurances – IV, Kolkata

and recorded in Book No. I, Volume No. 1904 – 2015, Pages 57769 to 57808, Being No. 190401701 for the year 2015

- O. Thus by the said two Deeds of Conveyances, dated 3.07.2015 and 17.10.2015 M/s. Castle Projects Private Limited became the sole and absolute owner of the land measuring 10 Cottahs (equivalent to 17 (seventeen) decimals more or less in Premises No. 5 and 8 Iswar Chatterjee Road, P.O. Sodepur, P.S. Khardah, Kolkata -700110 District: North 24 Parganas within Ward no. 17 of Panihati Municipality (and comprised in C.S. Dag No. 57 corresponding to R.S. Dag No. 57/3023 (having an area measuring 6 Cottahs 10 Chittacks 15 sq. Ft more or less) and R.S. Dag No. 57/3025 (having an area measuring 3 Cottahs 5 Chittacks 30 sq. Ft more or less) C.S. Khatian No. 184, R.S. Khatian No. 1170 and 1171, R.S. No. 45, Touji No. 172, Mouza: Sodepur, J.L. No. 8, P.S. Khardah, District: North 24 Parganas
- M/s. Castle Projects Private Limited duly recorded its name in the records of B.L. & L.R.O as the owner of 17 decimals (i.e 10 Cottahs) more or less of Land in the 2 Plots being Dag No. 57/3023 and 57/3025 in Mouza: Sodepur, J.L. No. 8, District: North 24 Parganas And under Khatian No. 1594
- P. M/s. Castle Projects Private Limited has also duly recorded its name in the records of Panihati Municipality and that the Premises was numbered as No 5A, Iswar Chatterjee Road falling within Ward No. 17 .
- Q. The Promoter / 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 Panihati Municipality as the owner of Premises No. 5A Iswar Chatterjee Road, P.O. Sodepur, P.S. Khardah, Kolkata -700110 District: North 24 Parganas within Ward no. 17 of Panihati Municipality and in the B.L & L. R. O records as the owner of L.R. Dag Nos. 57/3023 and 57/3025 in Khatian No. 1594, J.L. No. 8, Mouza: Sodepur, P.O. Sodepur, P.S. Khardah, Kolkata -700110 District: North 24 Parganas as the owner of land measuring **17 (seventeen)**

decimals (equivalent to 10 (Ten) Cottahs more or less and is in possession of the same.

- R The Promoter / 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.
- S. The Promoter / Owner has decided to develop the said property by constructing a multistoried building/s and for the purpose of development of the said property
- T. The Promoter / Owner has agreed that all the flats, apartments, units, car parking spaces, other spaces to be constructed and constructed in the said property shall be sold .
- U. The Promoter / Owner has caused the plan to be sanctioned from the Panihati Municipality bearing No. 369 dated 4.10.2018 and started construction of the new building at the said premises in accordance therewith.
- V. The Promoter / Owner 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.
- W. The Buyer being desirous of owning and acquiring **ALL THAT** the said Flat being Unit No on thefloor having a super built up area of square feet more or less and corresponding carpet 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 / Owner for sale of the said Unit and the Promoter / Owner has agreed to sell the same to the Buyer 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 Sri Protanu Deb Mukherjee, Advocate, copies whereof have been uploaded on the website of the West Bengal Housing Industry Regulatory Authority (collectively "Title Report")

- 5.2 Real Estate Project: The Project Property is earmarked for the purpose of building a residential project comprising multi-storied apartment buildings and car parking spaces. The development of the Said Complex inter alia consists 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.

- 5.3 Sanction of Plans: The Promoter / Owner 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.
- 5.4 Registration under the Act: The Promoter / Owner has registered the Real Estate Project under the provisions of the Act with the Authority at Kolkata on 2020 under Registration No. HIRA/.../...../2020/.....
- 5.5 Announcement of Sale: The Promoter / Owner formulated a scheme and announced sale of Apartments and parking spaces to prospective Buyers (Transferees).
- 5.6 Application and Allotment to Buyer: The Buyer, intending to be a Transferee, upon full satisfaction of the Owner's title and the Promoter / Owner's authority to sell, applied for purchase of the Said Apartment And Appurtenances and the Promoter / Owner has allotted the same to the Buyer, who in due course entered into an agreement for sale dated2020 for purchase of the Said Apartment And Appurtenances, on the terms and conditions contained therein.
- 5.7 Construction of Said Block/Building: The Promoter / Owner has completed construction of the Said Block/Building.
- 5.8 Conveyance to Buyer: In furtherance of the above, the Owner and the Promoter / Owner 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.
- 5.9 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:
- 5.10 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 / Owner:

- (i) It is thereby clarified for the sake of brevity that the Building shall consist of a Common Ground plus (.....) storied Structure being developed as a Project and proposed as a “real estate project” on land measuring an area of **17 (seventeen) decimals (equivalent to 10 (Ten) Cottahs** more or less being constructed on the Project 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 / Owner 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 Panihati Municipality and all other concerned authorities.
- (iii) Limited Areas And Facilities: The Buyer agrees that the Promoter / Owner 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 / Owner 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 Panihati 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 / Owner 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 / Owner 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 / Owner 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 / Owner may require from time to time after taking possession of the Said Apartment, so as to enable the Promoter / Owner to complete the development smoothly and in the manner determined by the Promoter / Owner. It is expressly agreed by the Parties that the Promoter / Owner 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 / Owner as aforesaid.

- 5.11.1 Satisfaction of Buyer: The undertaking of the Buyer to the Promoter / Owner that the Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title, right and entitlement of the Promoter / Owner in the Project Property, the sanctioned plans, all background papers, the right of the Promoter / Owner 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.
- 5.11.2 Rights Confined to Said Apartment And Appurtenances: The undertaking of the Buyer to the Promoter / Owner that the right, title and interest of the Buyer is

confined only to the Said Apartment And Appurtenances and the Promoter / Owner 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 / Owner, 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 Promoter / Owner 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 thefloor, having super built-up area of (..... ThousandHundred) square feet, more or less and corresponding carpet area of (..... Thousand) 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", 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 2020 under registration No. HIRA/...../...../2020/....., 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 **17 (seventeen) decimals (equivalent to 10 (Ten) Cottahs)** more or less being bastu and danga land, comprised in 2 Plots being **[1]L.R. Dag No. 57/3023**, R.S. Dag No. 57/3023 land measuring **11 (eleven) decimals (equivalent to 6 Cottahs 10 Chittacks 15 Sq.ft.)** more or less and **[2]L.R. Dag No. 57/3057**, R.S. Dag No 57/3025 land measuring **6 (six) decimals (equivalent to 3 Cottahs 5 Chittaks 30 Sq.ft)** more or less in **Khatian No. 1594**, both situated in Mouza Sodepur, J.L. No. 8, [Premises No. 5A Iswar Chatterjee Road, P.O. Sodepur, P.S. Khardah, Kolkata -700110 District: North 24 Parganas within Ward no. 17 of Panihati 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 / Owner in consideration of a sum of Rs. 00,00,000/- (Rupees Lakh Thousand only), paid by the Buyer to the Promoter / Owner and the receipt of which the Promoter / Owner hereby and by the Memo and Receipt of Consideration written hereinbelow the Promoter / Owner 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 Promoter / Owner in respect of the Project Property, the Said Block/Building and the Said Apartment And Appurtenances;
 - (b) The sanctioned plans sanctioned by the Panihati 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 lispens, 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 Promoter / Owner (if the Owner and/or the Promoter / Owner 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 / Owner and/or their successors-in interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Promoter / Owner 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 / Owner 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 / Owner 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 Promoter / Owner 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 Promoter / Owner or any person lawfully or equitably claiming any right or estate therein from, under or in trust from the Promoter / Owner.
12. Further Acts
- 12.1 Promoter / Owner to do: The Promoter / Owner hereby covenant that the Promoter / Owner 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 / Owner to do: The Promoter / Owner hereby covenant that the Promoter / Owner 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 / Owner shall rectify all reasonable construction related defects in the Apartment, if any, brought to the notice of the Promoter / Owner, at its own cost and effort, within five calendar year from the date of completion certificate, issued by the Panihati 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 forcemajeure 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 / Owner'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 / Owner in this regard.
- 13.3 It is clarified that the above said responsibility of the Promoter / Owner 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 / Owner 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 / Owner

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 **17 (seventeen) decimals (equivalent to 10 (Ten) Cottahs)** more or less, bastu and danga land together with structures standing thereon, being Premises No. 5A Iswar Chatterjee Road, [comprised in 2 Plots being **[1]L.R. Dag No. 57/3023**, R.S. Dag No. 57/3023 land measuring **11 (eleven) decimals (equivalent to 6 Cottahs 10 Chittacks 15 Sq.ft.)** more or less and **[2]L.R. Dag No. 57/3057**, R.S. Dag No 57/3025 land measuring **6 (six) decimals (equivalent to 3 Cottahs 5 Chittacks 30 Sq.ft.)** more or less, L.R. Khatian No. 1594 and lying and situated in Mouza Sodepur, J.L. No. 8,] P.O. Sodepur, P.S. Khardah, Kolkata -700110 District: North 24 Parganas within Ward no. 17 of Panihati Municipality and as shown in Blue colour boundary line on the Plan annexed and marked as Annexure "1 hereto, together with all other rights of easement attached thereto, butted and bounded as follows:

On the North : by land & building of Late Sosti Charan Chatterjee

On the South : by 40 feet wide Iswar Chatterjee Road, Sodepur

On the East : by land of Abhaya Rani Devi & Biswanath Chatterjee

On the West : by 8 feet by 6 feet wide common passage

SCHEDULE 'B'

(Said Apartment And Appurtenances)

- (a) The Said Apartment, being Residential Apartment No..... on thefloor, having super built-up area of(..... thousandhundred) square feet, more or less and corresponding carpet area of(..... thousandhundred) square feet, more or less, in the building complex known as “**CASTLE**”. 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 in the covered space in the ground Floor of any building 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 Area Part Of the Real Estate Project)

The owner of the land, prospective Buyers, 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 / Owner 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 / Owner 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 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 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 / Owner 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 Buyer to use the said roof.

SCHEDULE 'D'

(Covenants)

The Buyer covenants with the Promoter / Owner (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 / Owner, the sanctioned plans, all the background papers, the right of the Owner and the Promoter / Owner 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 / Owner 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 67% (Sixty seven 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 Panihati 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 / Owner /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 / Owner /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 / Owner /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/Owner/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 / Owner /the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Buyer shall pay interest @ 1.5% (one and half 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 / Owner /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 / Owner's Charge/Lien: The Promoter / Owner 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 / Owner provided however if the Said Apartment And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoter / Owner shall stand extinguished on the financial institution clearing all dues of the Promoter / Owner.
 8. No Obstruction by Buyer to Further Construction: Subject to compliance with Section 14 of the Act, the Promoter / Owner 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 / Owner and/or employees and/or agents and/or contractors of the Promoter / Owner 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 / Owner 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 / Owner, 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 / Owner, 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 / Owner/the Facility Manager/the Association (upon formation).
- (b) Observing Rules: observe the rules framed from time to time by the Promoter / Owner/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 / Owner 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 / Owner/the Facility Manager/the Association (upon formation). The Promoter / Owner 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 / Owner 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 / Owner /the Association (upon formation) (as the case may be) as estimated by the Promoter / Owner /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 / Owner. 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 / Owner, 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, air conditioners, 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 / Owner 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 / Owner/Facility Manager/Association: Not obstruct the Promoter / Owner/the Facility Manager/the Association (upon formation) in their acts relating to the Common Areas and not obstruct the Promoter / Owner 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 / Owner/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.

- 12.1 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.
- 12.2 No Objection to Construction: The Buyer has accepted the scheme of the Promoter / Owner 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.
- 12.3 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 / Owner either constructing or not constructing on the said other portions of the said Property/the Said Complex.
- 12.4 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 / Owner 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 / Owner 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

- 12.5 Hoardings: The Promoter / Owner shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter / Owner is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter / Owner 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 / Owner shall also be entitled to place, select, decide hoarding/board sites.
13. Said Club:
- 13.1 The Promoter / Owner 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 / Owner 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.
- 13.2 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 'E'**(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 andenjoyed or used by the Buyer 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 Buyer 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 Buyer 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, equipment's 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 / Owner 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, lighting 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 / Owner 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.
3. The cost of working, maintenance, repair, replacement of tube well, common equipment, lights, etc.
4. The costs of the salaries of caretakers, sweepers, personnel, as may be employed from time to time.
5. Capital or recurring expenditure for replacement, renovation, installations of all or any item comprised in the general common areas and facilities.
6. Capital or recurring expenditure for replacement and/or repair of such common utilities.
7. The costs of others as may be necessary and incumbent including creation of reserve fund, or otherwise.
8. All or any other areas as may be deemed to be common areas as stated by the Promoter / Owner .

16. Execution and Delivery

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

For Castle Projects (P) Ltd [Promoter / Owner]

Aayush Goel

Signature of Buyer

Drafted by: Protanu Deb Mukherjee
Advocate,
High Court, Calcutta

Witnesses:

Name _____

Fathers Name _____

Address

Signature

Name _____

Fathers Name _____

Address

Signature

Receipt of Consideration

Received from the within named Buyer the within mentioned sum of Rs. 00,00,000/- (Rupees Lakhs ThousandHundred only) towards full and final payment of the Consideration for the Said Apartment And Appurtenances described in Schedule B above in the following manner:

1. Cheque No. Dated 00/00/202.... drawn on Bank,
..... Branch, Kolkata Rs. 0,00,000/-

2. Cheque No. 561246 Dated 31/03/2017 drawn on State Bank of India,
Garden Reach Branch, Kolkata Rs. 1,91,388/-

3. Cheque No. Dated 00/00/202.... drawn on Bank,
..... Branch, Kolkata Rs. 0,00,000/-

4. Cheque No. Dated 00/00/202.... drawn on Bank,
..... Branch, Kolkata Rs. 0,00,000/-

5. Cheque No. Dated 00/00/202.... drawn on Bank,
..... Branch, Kolkata Rs. 0,00,000/-

Authorized Signatory [Promoter / Owner]

Witnesses:

Name : _____ Name : _____

Signature _____ Signature _____

Address: _____ Address: _____