

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on the day of,

BY AND BETWEEN

(1) SRI SWAPAN KUMAR DAS (PAN:ADGPD9394K) (AADHAR NO. 3600 8542 9860) (PHONE No. 9831483730) son of Late Kumar Krishna Das, by faith- Hindu, by occupation- business, presently residing at 15E, Hari Mohan Dutta Road, Dum Dum Cantonment, P.O- Dum Dum, Police Station- Dum Dum, Kolkata 700028, District- North 24 Parganas **(2) SRI SOMNATH DAS (PAN:ADGPD9395J) (AADHAR NO. 4344 1261 8673) (PHONE No. 9831087169)**, son of Late Kumar Krishna Das, by faith- Hindu, by occupation- business, presently residing at 15E, Hari Mohan Dutta Road, Dum Dum Cantonment, P.O- Dum Dum, Police Station- Dum Dum, Kolkata 700028, District- North 24 Parganas, **AND (3) SRI AJOY DAS, (PAN: AJCPD9658E), (AADHAAR NO. 4742 8055 7780), (Phone No. 9063168749)**, son of Late Kumar Krishna Das, by faith- Hindu, by occupation- business presently residing at Barbaria, Jagannathpur, P.O- Jagannathpur, Police Station- Barasat, Kolkata 700126, District- North 24 Parganas hereinafter collectively referred to as the **OWNERS / VENDORS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and/or assigns) of the **FIRST PART**.

The Owners are represented by their Constituted Attorney **WESTROAD HOUSING AND INFRASTRUCTURE LIMITED, (CIN: U45500WB2022PLC257974), (PAN: AADCW4006C), a limited company registered under the Company's Act, 1956**, having its registered office at Suite No. 814, PS QUBE, Plot No-II D/31/1, Street No. 1111, Major Arterial Road, New Town, Kolkata 700161, West Bengal and represented by its authorized signatory/ Director, **SRI RAJENDRA CHATTERJEE (PAN: APWPC9496F), (AADHAAR NO. 4325 6451 9592)**, son of Shri Susanta Chatterjee residing at 1206, Orion Block, Siddha Galaxia, Phase-2, New Town, Action Area 3, P.S- Rajarhat, P.O- Raigachi, PIN 700135, District- North 24 Parganas.

AND

WESTROAD HOUSING AND INFRASTRUCTURE LIMITED, (CIN: U45500WB2022PLC257974), (PAN: AADCW4006C), a limited company registered under the Company's Act, 1956, having its registered office at Suite No. 814, PS QUBE, Plot No-II D/31/1, Street No. 1111, Major Arterial Road, New Town, Kolkata 700161, West Bengal and represented by its authorized signatory/ Director, **SRI RAJENDRA CHATTERJEE (PAN: APWPC9496F), (AADHAAR NO. 4325 6451 9592)**, son of Shri Susanta Chatterjee residing at 1206, Orion Block, Siddha Galaxia, Phase-2, New Town, Action Area 3, P.S- Rajarhat, P.O- Raigachi, PIN 700135, District- North 24 Parganas, West Bengal hereinafter referred to as the **PROMOTER / DEVELOPER** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the present Partners for the time being of the Firm, the survivor or survivors of them, their heirs, executors and administrators of the last surviving Partner and his /her/ their assigns.) of the **SECOND PART** of the **SECOND PART**.

AND

[If the Allottee is an individual]

Mr. _____, (Aadhaar no. _____)
son of _____ aged about ----- years, residing at _____
(PAN _____) , hereinafter referred to as the “Allottee”
(which expression shall unless repugnant to the context or meaning thereof be deemed to
mean the heirs, executors, administrators and permitted assigns).

Or

[If the Allottee is the company]

_____(CIN no. _____), a company
incorporated under the provision of the companies act , [1956 or 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 “ (which expression shall unless repugnant to the context or meaning thereof be
deemed to mean and include its successor in interest , executors, administrators, and permitted
assignees) of the THIRD PART:

[or]

[If the Allottee is the Partnership Firm or a LLP]

..... a partnership firm (or a Limited (or A LLP) registered under the Indian
Partnership Act, 1932 (or registered under the Limited Liability Partnership Act 2008) having
its principal place of business at , having PAN represented by its
authorized Partner, (Aadhar No.) authorized vide
hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the
context or meaning thereof be deemed to mean and include the present Partners for the time
being of the Firm/LLP, the survivor or survivors of them, their heirs, executors and
administrators of the last surviving Partner and his/her/ their assigns.) of the THIRD PART:

[or]

[If the Allottee is a HUF]

Mr..... (PAN.....) son of,
aged about, for self and as the Karta of the Hindu Joint Mitakshara Family
known asHUF, having its place of business/ residing at
.....) hereinafter referred to as the” Allottee “ (which
expression shall unless repugnant to the context or meaning thereof be deemed to mean
and include the members or member for the time being of the said HUF, and their
respective heirs, executors, administrators, and permitted assigns as well as the
members of the said HUF, their heirs , executors, administrators, successor in interest
and permitted assigns,) of the THIRD PART:

The owner, the promoter and allottee shall hereinafter collectively be referred to as
the “parties” and individually as a “party”

Hereinafter called & referred to as the **ALLOTTEE / PURCHASER** (which term or expression
unless excluded by or repugnant to the context shall means & include their heirs, successors,
administrators, executors, legal representatives, assignees etc.) of the **THIRD PART**. The
Promoter and Allottee shall hereinafter collectively be referred to as the “Parties” and
individually as a “Party”

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

- (A) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
- (B) "Annexure" means an annexure appended to these rules.
- (C) “Amenities” means the facilities that the Promoter offers or provides for the use and enjoyment of the Allottee. The description of the tentative amenities and/or facilities in the Club/ Residential Segment is as given in the below to

be provided phase-wise progressively with development of each phase as and when completed. No substantial or significant changes will be done at the site, unless and until is practically required due to any reasons as hereinbelow mentioned under Clause 1.5.

- (D) Allotment/Booking/Agreement for Sale means and includes Provisional Allotment letter, and/or this Agreement for sale of the Apartment/Units.
- (E) Apex Body Or Federation means an independent body formed by and consisting of all the associations registered under the WB Apartment Ownership Act 1972 or any other legal entity constituted by the Allottees in various buildings/phases for the purpose of maintenance and administration of common areas and amenities and facilities provided in the whole project while independently retaining control of its own internal affairs and administration in respect of each of the buildings/phase for which they are formed
- (F) "Appellant" shall mean a person who makes or on whose behalf any appeal in the Appellate Tribunal under sub section (1) of section 44 of the Act if preferred, including his authorized representatives, legal heirs, successors, assignee, lawful attorney or executor.
- (G) Association of Allottees means a collective body of the allottees of a real estate project, that is registered under any law for the time being in force and acting as a group to serve the cause of its members and may include the representatives authorised by the Allottee(s).
- (H) "Authenticated Copy" shall mean true copy of a document, so certified by any Gazetted officer or notary public within meaning of the Notaries Act, 1952, or by the party producing the same except where certified copy is required by the Act, these rules or by any regulation.
- (I) "Authorised Representative" means a person duly authorised by a party to a proceeding to represent him or on his behalf before the Authority or Appellate Tribunal or adjudicating officer under the Act and the Rules and regulations

including a legal practitioner within meaning of the Advocates Act, 1961 (25 of 1961) and also including the persons as explained in the Section 56 of the Act.

- (J) BLOCK/TOWER shall mean a building consisting of several Apartment, Units and other spaces intended for independent or exclusive use.
- (K) BUILT UP AREA shall mean the area of the unit to be allotted and shall include, inter alia the area of covered balcony attached thereto and also thickness of the outer walls, internal walls columns pillars therein Provided That if any wall column or pillar being common between two units then half of the area under such wall, column or pillar shall be included in each such unit to be certified by the Architects. If any wall comes within Unit and Common area, then entire wall will be part of Built up area of the Unit.
- (L) CARPET AREA shall mean the net usable floor area of the Unit and excluding the area covered by the external walls, areas under the services shafts exclusive balcony appurtenant to the said Unit for exclusive use of the Allottee or verandah area and exclusive open terrace area, as the case may be which is appurtenant to the net usable floor area of an Unit , meant for the exclusive use of the Allottee but includes the internal partition walls of the Unit,
- (M) COMMON MAINTENANCE EXPENSES means and includes all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Co-owners/Co-Lessees and all other expenses for the common purposes to be contributed borne paid and shared by the Co-owners/Co-Lessees of the entire Housing Complex including those mentioned in SCHEDULE- D hereto. The said charges shall at all times be calculated on the basis of actual total expenses on available amenities, club and common services divided by the area of all Saleable area.

- (N) COMMON PURPOSES means and includes the purpose of management, maintenance, administration and protection of various respective common parts and the purposes of regulating mutual rights and obligations responsibilities and liabilities of the Promoter and/or occupants of the respective units and all other purposes in which Apex Body/Federation and occupants have common interest relating to Block/s Building/s in each of the phases/projects and/or the entire Housing Complex.
- (O) COMMON AREA / COMMON PARTS AND FACILITIES shall mean common areas of the Complex including all the present and future phases, if any, which may include meter rooms, main gates, security rooms, electrical rooms, gatekeepers' quarter(if any), paths and passages, demarcated common passage, demarcated drive ways, entrance gates, administrative and caretaker's room, Toilet meant for common use, water connection in the common portion and common equipment in respect of common portions like lift or lift installations, generator and installations, drains, pipes, specifically for the purpose of common user of Co-Owners/ Co-Lessees and/or Co-Occupiers and the entire land in each phase if constructed in future more fully and particularly described in Schedule-D hereunder. The Facilities shall include only those facilities which have been declared to be Common in the Real Estate Project. 'Common' facilities are not meant to be sold by the Promoter to any third party without any interference of the Allottees.
- (P) COMMERCIAL / RETAIL SPACE- may be developed and re-developed, and if developed, shall be the non-residential portion of the Project that is means to be utilized for commercial purposes only which may inter- alia have provision for : bank/ ATM, Daily convenience Store with Milk, fruits, vegetables and other edibles, Beauty Parlour, Medical Stores etc. However, it shall be the sole, exclusive and absolute discretion of the Promoter to allot number of stores for various purposes for Value or consideration to be received only by Builder/ Promoter.

- (Q) CLUB shall mean any recreation and other facilities constructed for the use of the purchasers of the units in the Project as committed in Schedule- D which shall be set up as part of the entire Housing Complex.
- (R) LIMITED COMMON AREAS AND FACILITIES shall mean and include such common areas and/or Facilities which may be reserved for use of certain Unit or Units to the exclusion of the other Units more fully described in the SCHEDULE- D. The Open, Mechanical and Covered Car Parking areas (Dependent/Independent) including Basement, if any, shall be part of 'Limited Common Areas' as per the provisions of the West Bengal Apartment Ownership Act, 1972 as well as the grant of exclusive right of use of demarcated garden space in ground floor or a terrace appurtenant to any particular Unit or Building Block on upper floors to any Allottee(s) of the said Unit plus the Reserved Areas as defined.
- (S) PARKING SPACE shall mean and include a location either covered or open or in open land, sufficient in size for parking of car, trucks, two-wheeler or cycles etc. in the portions of ground floor level or at other levels including Mechanised Parking (MLCP) of the Said Complex and/or other spaces as earmarked, expressed or intended to be reserved for parking of motor cars, two wheelers, cycles etc. and shown in the Plans approved by the planning authority to be allowed by the Promoter for exclusive use of the Allottee who opts to take it from the Promoter at a consideration.
- (T) PROPORTIONATE SHARE will be fixed on the basis of the Carpet area/Built Up area of the Unit purchased in proportion to the Carpet area/Built-Up area of all the Units in the Residential Complex or block as the case may be PROVIDED THAT where it refers to the share of the Allottee in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied. In case the Promoter makes provision for Mechanical Parking and the Allottee is allotted the right to the use of such Parking facility in such cases the common expenses on account of

Mechanical Parking shall be separately billed and shared exclusively among the Mechanical Parking Allottees only.

- (U) SUPER BUILT UP AREA OR SALEABLE AREA will be the Carpet Area plus Veranda/balcony thickness of all walls of the Unit and common portions like all amenities, facilities, sporting facilities, landscape areas, service road and common passages if built within the Complex entrance lobby and upper floor lobbies, stair-cases, landings, stair covers, lift shafts, lift machine rooms, plumbing shaft, fire shaft, electrical shaft, mumty rooms, drivers' and servants / common toilet, electrical rooms, CC TV Room, service areas, and overhead tank, overhead fire tank, STP, underground tank, rain water harvesting tank, garbage room/vat, pump room, security room, fire tank, sump and façade and common roof, maintenance offices or stores (if any), security or fire control rooms and architectural features all of which if provided and all other common areas as agreed between the Promoter and Allottee in this agreement of Sale for which proportionate cost has been collected from the Allottees.
- (V) "Complainant" shall mean a person, who has or on whose behalf a complaint is filed under Section 31 of the Act before the Authority or the Adjudicating Officer, as the case may be, including his authorized representatives, legal heirs, successors, assignee, lawful attorney or executor.
- (W) "Form" means a form appended to these rules.
- (X) "State Government" means the Government of West Bengal in the Housing Department.
- (Y) "Layout Plan" means a plan of the project depicting the division or proposed division of land into plots, roads, open spaces, amenities, etc. and other details as may be necessary.
- (Z) "Project Land" means any parcel or parcels of land on which the project is developed and constructed by a promoter.

(AA) "Respondent" shall mean an adversary against whom any proceeding, as defined in this Rule, is instituted or drawn up or pending, including legal heir, successors, assignee and executor or who is an adversary in any appeal.

(BB) "section" means a section of the Act.

1.2 Words and expressions used herein and not defined, but defined in the Act, shall have the same meaning respectively assigned to them in the Act and as per clause (zr) of section 2 of the Act.

WHEREAS:

That the owners by virtue of different Registered documents and/or title deeds have jointly acquired and are presently seized and possessed of and otherwise well and sufficiently entitled to as absolute joint owners of All that the land measuring about 45.29 decimals be the same a little more or less comprised in L R Dag No. 2690(part), 2705(part) and 2706(part), Mouza: Barbaria, L R Khatian Nos. 2014, 3841, 3844, J.L. No. 8, R S No. 24, Touzi No. 146 (presently Touzi No. 12), within the limits of Paschim Khilkapur Gram Panchayat, Barasat-I, Police Station Duttapukur, Post Office- Jagannathpur within the jurisdiction of ADSR Kadambagachi, District 24 Pargannas North, West Bengal, Pin- 700126 and the said property is butted and bounded:

By the North: Land of Shyamal Kumar Das;

By the South: 80 Feet Barrackpore Road/ State Highway-2;

By the East: Land of Subrata Das;

By the West: Dag No. 2687.

(Hereinafter collectively referred to as the "said Property").

WHEREAS ALL THAT piece and parcel of land measuring an area 11 bigha 13 cottah 25 sq.ft. More or less, comprised in Dag no. 2690, 2705, 2706 and others, under R.S. Khatian no. 805, 805/1, 888 and others, situated at mouza Barbaria, J.L. No.8, Re.Sa. No.24, Touzi no.146, under, P.S. Barasat at present Duttapukur, within the jurisdiction of ADSR Kadambagachi, under the limits of Paschim Khilkapur gram panchayet, in the Dist. of North 24 Parganas was purchased by Kumar Krishna Das, by virtue of a deed of conveyance dated 03-05-1962, registered in the office of SR Barasat, being no. 4955 from one Dulal Chandra Karmakar, by virtue of a deed of conveyance on the same date

& same office being no. 4956 from one Azahar Mondal & others, by virtue of a deed of conveyance dated 04-05-1962, registered in the office of SR Barasat, being no. 5048 from Usman Mondal, by virtue of a deed of conveyance dated 05-05-1962, registered in the office of SR Barasat, being no. 5118 from Ambat Ali Mondal, by virtue of a deed of conveyance on the same date & same office being no. 5119 from Jamat Ali Mondal, by virtue of a deed of conveyance dated 05-05-1962, registered in the office of SR Barasat, being no. 5122 from Hazer Mistri, by virtue of a deed of conveyance on the same date & same office being no. 5125 from one Muchiram Mondal, by virtue of a deed of conveyance dated 09-05-1962, registered in the office of SR Barasat, being no. 5177 from one Jamat Ali Mondal, by virtue of a deed of conveyance dated 12-05-1962, registered in the office of SR Barasat, being no. 5516 from one Mowla Box Mondal, by virtue of a deed of conveyance dated 18-06-1962, registered in the office of SR Barasat, being no. 7356 from Sunitya Lal Das, by virtue of a deed of conveyance dated 26-06-1962, registered in the office of SR Barasat, being no. 7715 from Gopal Chandra Mondal, by virtue of a deed of conveyance dated 11-08-1962, registered in the office of SR Barasat, being no. 9188 from Sadhan Chandra Mondal, by virtue of a deed of conveyance dated 11-09-1963 registered in the office of SR Barasat, being no. 11870 from Bimalendu Chattopadhyay, by virtue of a deed of conveyance dated 13-09-1963 registered in the office of SR Barasat, being no. 11608 from Sunitya Lal Das and by virtue of a deed of conveyance dated 23-03-1966 registered in the office of SR Barasat, being no. 4343 from Uma Bala Dashi and absolutely seized and possessed thereon. WHEREAS, while in peaceful possession, said Kumar Krishna Das recorded his name in the record of B.L.&L.R.O. under L.R. Khatian No. 457 and absolutely seized and possessed thereon.

WHEREAS, while in peaceful possession, said Kumar Krishna Das executed WILL in favour of Subrata Das, Somnath Das, Swapan Kumar Das, Shyamal Kumar Das, Subir Kumar Das & Ajay Kumar Das and the said WILL was registered on 24-06-1979, registered in the office of the additional district sub registrar at Sealdah, recorded Book III, Volume No.2, pages from 66 to 73 being No. 39 for the year 1979 and thereafter said Kumar Krishna Das died on 24-07-1985 and the Hon'ble High Court at Calcutta,

by passing an order dated 24.02.1987 in Case No. 23 of 1987, was pleased to grant the probate of the said will, in favour of his sons

WHEREAS as per the terms and conditions of the said WILL being No.39 for the year 1979, said Subrata Das, Somnath Das, Swapan Kumar Das, Shyamal Kumar Das, Subir Kumar Das & Ajay Kumar Das became the absolute owners of the said land as above and absolutely seized and possessed thereon.

WHEREAS while in peaceful possession, said Subrata Das, Somnath Das, Swapan Kumar Das, Shyamal Kumar Das, Subir Kumar Das & Ajay Kumar Das amicably partitioned their landed properties by virtue of a deed of partition dated 31-08-1992, registered in the office of SR Barasat, recorded in Book No. I Volume No.131, pages from 375 to 406 being No. 9647 for the year 1992 and took possession in their own allocated portion as per said partition deed.

WHEREAS as per said partition deed, said Ajay Kumar Das became the absolute owner of 38 cottahs 05 chittacks 01 sq.ft., said Somnath Das became the absolute owner of 38 cottahs 04 chittacks 41 sq.ft., said Subrata Das became the absolute owner of 38 cottahs 04 chittacks 44 sq.ft., said Shyamal Kumar Das became the absolute owner of 38 cottahs 04 chittacks 44 sq.ft., said Subir Kumar Das became the absolute owner of 38 cottahs 05 chittacks 26 sq.ft. and Swapan Kumar Das became the absolute owner of 38 cottahs 06 chittacks 04 sq.ft. of land and absolutely seized and possessed their owned allocated portion of land.

WHEREAS by virtue of the said partition remaining 10 decimals land out of 104 decimals land in Dag No. 2690 all said Subrata Das, Somnath Das, Swapan Kumar Das, Shyamal Kumar Das, Subir Kumar Das & Ajay Kumar Das are the joint owners and have been seized and possessed thereon free from all encumbrances, liens, charges, mortgages whatsoever and they have every right to sell or any kind of transfer the same.

WHEREAS by virtue of a registered deed of sale said Subrata Das, Somnath Das, Shyamal Kumar Das, Subir Kumar Das & Ajay Kumar Das sold and transferred an area of 1.875 decimals out of 10 decimals comprised in Dag No. 2690, Mouza – Barbaria, P.S- Duttapukur, in favour of Swapan Kumar Das and the said sale deed was registered

in the office of the Additional District Sub-Registrar, Kadambagachi and recorded in Book-I , being No- **151905763** for the year **2023**.

AND WHEREAS after the said execution of sale deed Sri Swapan Kumar Das became the absolute owner of 38 Cottah 06 Chittack 04 sq. ft. and 1 Cottah 5 chittack and 35 sq. ft. i.e. 39 Cottah 11 chittack 39 sq.ft.

AND WHEREAS by virtue of a deed of conveyance dated 10-12-1997, registered in the office of the Sub Registrar at Kadambagachi, recorded in book No.I, volume No.27, pages 279 to 286, being No. 2176 for the year 1997 said Shyamal Kumar Das sold, granted, transferred and conveyed 08 cottahs 06 chittacks 20 sq.ft. of land out of 38 cottahs 04 chittacks 44 sq.ft. of land comprised in Dag No. 2690 an area of 3 cottah 12 chittack 33 sq.ft, Dag No. 2705 an area of land 8 chittack 05 sq.ft and 2706 an area of 4 cottah 1 chittack 37 sq. ft which he obtained by said partition deed, unto and in favour of one Ganesh Dam, son of Late Netai Chandra Dam of Vivekananda Sarani, Barasat, Dist. North 24 Pargans, and delivered peaceful possession in his favour.

AND WHEREAS by virtue of a deed of conveyance dated 19-12-1997, registered in the office of District Registrar North 24 Parganas at Barasat, recorded in book No.I, volume No.199, pages 287 to 294, being No. 9774 for the year 1997 said Ganesh Dam sold, granted, transferred and conveyed 06 cottahs 06 chittacks of land in Dag No. 2690, 2705 & 2706, unto and in favour of one Mina Biswas, wife of Sri Debdulal Biswas of 5 No. Pannajhil, Barasat Dist. North 24 Parganas, and delivered peaceful possession in her favour.

WHEREAS Swapan Kumar Das, Somnath Das, Ajoy Kumar Das and Subrata Das form a Partnership firm name and style as M/S B. Das on 01/04/1993.

AND WHEREAS by virtue of a deed of conveyance dated 05-06-1998, registered in the office of the District Registrar North 24 Parganas at Barasat, recorded in book No.I, volume No.77, pages 223 to 232, being No. 3709 for the year 1998 said Mina Biswas sold, granted, transferred and conveyed 06 cottahs 06 chittacks of land comprised in Dag No. 2690, 2705 & 2706, unto and in favour of M/s. B. Das, a partnership firm

represented by its partners Swapan Kumar Das, Ajay Kumar Das, Somnath Das & Subrata Das and delivered peaceful possession in their favour.

AND WHEREAS By virtue of A Deed Of Conveyance dated 05-06-1998, registered in the office of the District Registrar North 24 Parganas at Barasat, Recorded In Book No.I, Volume No.77, Pages 233 To 241, Being No. 3710 for the year 1998 said Ganesh Dam sold, granted, transferred and conveyed 02 Cottahs 20 Sq.Ft. of land comprised in Dag No. 2690, unto and in favour of said M/S. B. Das, represented by its partners Swapan Kumar Das, Ajay Kumar Das, Somnath Das & Subrata Das and delivered peaceful possession in their favour.

WHEREAS the said M/s. B. Das partnership firm is dissolved on 31/03/2007 with the terms and conditions Swapan Kumar Das, Somnath Das, Ajoy Kumar Das and Subrata Das became the equal joint owner of the land of the dissolved partnership firm.

WHEREAS by the above-mentioned manner Swapan Kumar Das, Somnath Das, Ajay Kumar Das and Subrata Das jointly became the owners of Land measuring an area of 13.87 decimals equivalent to 8 cottah 6 chittack 20 sq.ft.

WHEREAS as per terms and conditions of the dissolution of the partnership firm Swapan Kumar Das, Somnath Das, Ajay Kumar Das and Subrata Das partitioned the said land into two plots. Swapan Kumar Das, Somnath Das and Ajay Kumar Das got all that piece and parcel of **Shali** land measuring an area 2 cottah 13 chittacks 17 sq.ft. **out of** 03 cottah 12 chittacks 23 sq.ft. comprised in **R.S. & L.R. Dag No. 2690, Bastu** land measuring an area of 06 chittack 04 sq.ft. **out of** 08 chittacks 5 sq.ft. comprised in **.R.S. & L.R. Dag No.2705** and **Shali** land measuring an area 03 cottahs 1 chittacks 16 sq.ft **out of** 04 cottahs 1 chittacks 37 sq.ft. comprised in **R.S. & L.R. Dag No.2706, aggregating an area 06 cottahs 04 chittacks 37 sq.ft** equivalent to **10.41 decimals**, under R.S. Khatian No. 805 & 888 **L.R. Khatian No. 457**, situated at **Mouza Barbaria**, J.L. No.8, Re.Sa. No. 24, Touzi No. 146, under P.S. Barasat at present Duttapukur, within the jurisdiction of ADSR Kadambagachi, under the limits of Paschim Khilkapur Gram Panchayat, in the Dist. of North 24 Parganas. And the said partition deed was

registered in the office of the Additional District Sub-Registrar, Kadambagachi and recorded in Book-I, Being No - **151905764** for the year **2023**.

WHEREAS after the execution of the said deed of partition Swapan Kumar Das, Somnath Das and Ajay Kumar Das became the joint owners of all that piece and parcel of **Shali** land measuring an area 2 cottah 13 chittacks 17 sq.ft. **out of 3** cottah 12 chittacks 23 sq.ft. comprised in **R.S. & L.R. Dag No.2690, Bastu** land measuring an area 06 chittack 04 sq.ft. **out of 08** chittacks 05 sq.ft. comprised in **.R.S. & L.R. Dag No.2705** and **Shali** land measuring an area 03 cottahs 01 chittacks 16 sq.ft **out of 04** cottahs 1 chittacks 37 sq.ft. comprised in **R.S. & L.R. Dag No.2706, aggregating an area 06 cottahs 04 chittacks 37 sq.ft** equivalent to **10.41 decimals**, under R.S. Khatian No. 805 & 888 **L.R. Khatian No.457**, situated at **Mouza Barbaria**, J.L. No.8, Re.Sa. No.24, Touzi No.146, under P.S. Barasat at present Duttapukur, within the jurisdiction of ADSR Kadambagachi, under the limits of Paschim Khilkapur Gram Panchayet, in the Dist. of North 24 Parganas.

AND WHEREAS by virtue of deed of partition referred to above said Swapan Kumar Das, Somnath Das and Ajay Kumar Das the OWNERS/FIRST PART herein became the joint owners of 6 cottah 4 chittack 37 sq. ft equivalent to 10.41 decimal described in the schedule hereinafter written.

B. The Land Owners namely **SRI SWAPAN KUMAR DAS, SRI SOMNATH DAS, SRI AJOY KUMAR DAS** for the purpose of developing the aforesaid property one **Development Agreement** was executed by and between the Developer on 1st day of December 2023, and the said Development Agreement was registered in the office of the **Additional District Sub-Registrar office of the A.D.S.R. Kadambagachi, North 24- Parganas** and which was recorded in Book No. I, Volume No. 1519-2023, Pages from 135729 to 135807, **being Deed No.151905835 for the year 2023**. Subsequently on the basis of the said Development Agreement the said Owners executed and registered **one Development Power of Attorney** unto and in favor of the said Developer and which was registered before the Additional District Sub-Registrar, Kadambagachi, North 24-Parganas and recorded in Book No.-I, Volume No. 1519-2023 Pages from 135970 to 135998, **Being Deed No.151905844 for the year 2023**.

The said Land is earmarked for the purpose of building a residential/commercial project presently comprising of a G+7 storied buildings and the Project has been named as

“WESTROAD CANVAS” after being sanctioned by North 24 Zilla Parishad vide Sanction Plan Permission No. **121 Dated 24/02/2025 Ref Memo No. 6043/(N)ZP.**

Purchaser has been allotted **Residential Apartment No. “.....” on the Floor having Built up area of Square Feet, (WBRERA) Carpet area of Square Feet, (WBRERA) Balcony area Square Feet, Salable /Super Built up area Square feet, more or less in the project WESTROAD CANVAS, (Said Tower/Building) From the Developer’s allocated portion as per Registered Development Agreement Being Book No. I, Volume No. 1519-2023, Pages from 135729 to 135807, being Deed No.151905835 for the year 2023 & Supplementary Development Agreement for specify the allocation dated together with the right to park in the parking space/s or not more particularly described in Schedule ‘B’ below (said parking space) and together with pro-rata share in the common areas of the Real Estate Project (Share In Common Area), the said common area of the Real Estate Project being described in Schedule ‘C’ below (Common Areas) and also together with undivided impartible proportionate and variable share in the land underneath the said Tower/Building as be attributable and appurtenant to the said Apartment (Land Share). The said Apartment the said Parking Space (if any) the share In Common areas land the land share, collectively described in schedule ‘B’ below (Collectively “said Apartment and Appurtenances”).**

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

AND WHEREAS for the purpose of aforesaid purchase an ‘Agreement for sale’ was entered into by and between the said Owners/Vendors, Developer/Promoter and Allottees/Purchasers was executed in connection with purchase of the **PURCHASER(S)** has been allotted Purchaser has been allotted **Residential/Commercial Unit/Apartment No. “.....” on the Floor having Built up area of Square Feet, (WBRERA) Carpet area of Square Feet, (WBRERA) Balcony area Square Feet, Salable /Super Built up area Square feet, more or less in the project WESTROAD CANVAS,** The layout of the said apartment is delineated in RED color on the plan annexed and which more fully written hereunder in the Schedule ‘B’ in details and also delineated in the annexed Map or Plan by RED Color Border attached to the said Agreement for sale and together with common right of user of all existing common facilities, amenities, utilities and easements available therein in the said building and together with common right of user of common facilities, paths, passages etc. available therein the said building or premises at or for the total consideration **sum of Rs.**

(Rupees only), as Consideration Amount in terms of payment schedule written in the said Agreement for sale to the Vendors/Owners/Developer/Promoter.

AND WHEREAS in terms of the said Agreement for Sale, the Promoter/Developer has constructed the building in all respect as per sanctioned building plan approved by the North 24 Parganas Zilla Parishad and requested the intending buyers/Purchasers/Allottees to take Physical Possession of the said Flat/Apartment by Completion of execution and registration of Deed of Conveyance.

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

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

NOW THIS INDENTURE WITNESSES that in pursuance of the ‘Agreement for Sale’ executed in consideration of the sum **of Rs. (Rupees only)**, paid by the Allottees/Purchasers to the Vendors/Owners and/or Developer/Promoter on or before the execution of these presents and by receipt whereof the Vendors/Owners and/or Developer/Promoter do hereby admit and acknowledge as per Memo below and of and from the same release and discharge the Allottees/Purchasers and the said property written hereunder in details in the Schedule ‘B’ below, the Vendors/Owners and/or Developer/Promoter as lawful owner of the said property do hereby grant, sell, convey, transfer, assign and assure unto and to the use of the Purchasers/Allottees free from all encumbrances and attachment , ALL THAT the said property written hereunder in the Schedule ‘B’ in details and being the said Flat/ Premises delineated in the annexed Map or Plan by RED Color border and together with undivided impartible proportionate share of land of the Schedule ‘A’ property above referred to and together with enjoyment of all other common facilities, amenities, utilities and easements available therein in the said building or premises belonging thereto described in Schedule- C specifically, ALL THAT the estate, right, title, interest, claim and demand whatsoever of the Vendors/Owners and/or Developer/Promoter into and upon the said property described in the Schedule ‘B’ in

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

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

1. The Purchasers shall pay proportionate share of maintenance and service charges to the Vendors/ Owners and/or Developer/Promoter or to the Real Estate authorities proportionately each and every month in advance for the benefit and enjoyment of common utilities, amenities, facilities and easements as applicable mentioned in Schedule- C.
2. The Purchasers shall not keep or store any goods or articles outside the said flat or in any portion of the common area.
3. The Purchasers shall not do anything against the interest of the said Real Estate authority.

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

S C H E D U L E –A.

(Description of the entire landed property)

All that the land measuring about **45.29 decimals** be the same a little more or less comprised in L R Dag No. 2690(part), 2705(part) and 2706(part), Mouza: Barbaria, L R Khatian Nos. 2014, 3841, 3844, J.L. No. 8, R S No. 24, Touzi No. 146 (presently Touzi No. 12), within the limits of Paschim Khilkapur Gram Panchayat, Barasat-I, Police Station Duttapukur, Post Office- Jagannathpur within the jurisdiction of ADSR Kadambagachi, District 24 Pargannas North, West Bengal, Pin- 700126 and the said property is butted and bounded:

By the North: Land of Shyamal Kumar Das;

By the South: 80 Feet Barrackpore Road/ State Highway-2;

By the East: Land of Subrata Das;

By the West: Dag No. 2687.

S C H E D U L E – B.

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

- (a) Residential/Commercial Unit/Apartment No. “.....” on the Floor having Built up area of Square Feet, (WBRERA) Carpet area of Square Feet,

(WBRERA) Balcony area Square Feet, Salable /Super Built up area Square feet, more or less in WESTROAD CANVAS, the layout of the said apartment is delineated in RED Color on the Plan annexed hereto and marked as ANNEXURE – A.

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

On the North :

On the South :

On the East :

On the West :

(b) The said Parking Space is

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

(d) The Land Share, being undivided, impartible proportionate and variable share in the land underneath the said Tower/Building as is attributable and appurtenant to the said Apartment.

SCHEDULE – ‘C’

(Description of Common Areas and common Utilities)

List of Common Areas for the Project ‘Westroad Canvas’

1. Lobbies & Staircases of the building
2. Lift and lift machinery, Lift pits, Chute of the lifts of the building
3. Common Drains and sewers and pipes of the building
4. CCTV for the common areas of the building including wire, monitor and accessories for the same.
5. Common lighting for the common areas of the building in including the wires, switches and switchgears for the same.
6. Water pipes (save those inside any apartment) for the building
7. Fire Fighting Equipment for the Building
8. Cabling for pre-approved service provider for internet, broadband & TV for

the Building.

9. Driveways, pathways, common passages etc. inside the said scheduled land mentioned earlier and the Premises including for the purpose of ingress to the egress from the entrance and exits of the Premises in the project, the Car Parking Block / Space and the Common Areas, facilities and amenities included Schedule (D).
10. Common Roof Area being landscaped roof over the ultimate top floor of the comprised building in the Project.
11. Generator for Standby Power with electric meter space, control panels, transformer, distribution box, associate cabling and equipment.
12. Front Gate structure & Security Kiosk (if provided) in Front Gate
13. Boundary Wall and Plantation in its peripheral.
14. Water filtration plant and associated pumps & machineries
15. Septic Tanks, Common drains, sewers and pipes
16. Lightening arrestor
17. Common drains, sewers and pipes, if any, other than those mentioned earlier
18. Common lighting for the common areas, if any, other than those mentioned earlier above including the wires and accessories for the same
19. Access or entrance point / pathway of above listed Common Areas/Places/Lobbies
20. Notwithstanding anything contained elsewhere herein the contents of this Schedule and the rights in respect of the Common Areas are subject to the reservations and/or the rights of Promoter under this Agreement.

SCHEDULE – D

(Covenants)

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

- 1 Satisfaction of Allottees / Purchasers;** The Allottees/Purchasers is acquainted with, fully aware of and is thoroughly satisfied about the title of the owners, right and entitlement or the promoter/Developer, the sanctioned plans, all the background papers, the right of the owners and the promoter to enter into this Agreement, the scheme of development described in this agreement and the extent of the rights being granted in favour of the Allottees/Purchasers and the negative

covenants mentioned in this Agreement and the Allottees/Purchasers hereby accepts the same and shall not raise any objection with regard there to.

- 2 Allottees / Purchasers Aware of and Satisfied with Common Areas and Specifications:** The Allottees / Purchasers, upon full satisfaction and with complete knowledge of the common areas (described in schedule C above) and Specification (described in Schedule -C, above) and all other ancillary matters, is entering into this agreement. The Allottees/Purchasers have examined and is acquainted with the said complex and have agreed that the Allottees/Purchasers shall neither have nor shall claim any right over any portion of the said Tower/Building and/or the said complex and/or the Larger Property and/or the Whole Project save and except the said Apartment and Appurtenances.
- 3 Facility Manager:** The Promoter/Developer could have handed over the management and upkeep of all common areas to a facility management organization (Facility Manager). In this regard, it is clarified that (1) the facility Manager shall operate, manage and render specified day to day services with regard to the common areas of the said complex (2) the facility manager shall levy and collect the common expenses/maintenance charges (3) the Allottees/Purchasers shall be bound to pay the common expenses/maintenance charges to the facility manager (4) the facility Manager, being a professional commercial organization, will not be required to render any accounts to the Allottees/Purchasers and it shall be deemed that the Facility Manager is rendering the services to the Allottees/Purchasers for commercial considerations (5) the facility Manager shall merely be the service provider for rendition of services with regard to the common portions and no superior rights with regard to the common portions shall vest in the Facility Manager and (6) the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the Allottees/Purchasers of the said complex /whole Project.
- 4 Allottees /Purchasers to Mutate and pay Rates & Taxes :** The Allottees/Purchasers shall (1) pay the HGP Tax, surcharge, levies cess etc. (collectively Rates & Taxes) (proportionately for the said Tower/Building and/or the said complex and wholly for the said Apartment and Appurtenances and until the said Apartment and Appurtenances is separately mutated and assessed in favor of the Allottees/Purchasers, on the basis of the bills to be raised by the Promoter/Developer the Association (upon formation)/ the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottees/Purchasers in respect thereof and (2) have mutation completed at the earliest. The Allottees/Purchasers further admits and accepts that the Allottees/Purchasers shall not claim any deduction of abatement in the bills of the Promoter / the Facility Manager or the association (upon formation) the apex body

(upon formation).

- 5 **Allottees/Purchasers to Pay Common Expenses/Maintenance Charges :** The Allottees/Purchasers shall pay the Common Expenses/Maintenance Charges after completion of one year calculated from phase wise possession date for respective phase/ block/building in advance , on the basis of the bills to be raised by the Promoter/Developer the facility Manager/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottees/Purchasers in respect thereof. The Allottees/Purchasers further admits and accepts that (1) the Allottees/Purchasers shall not claim any deduction or abatement in the bills relating to common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter/developer the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
- 6 **Allottees/Purchasers to pay interest for delay and/or Default :** The Allottees/Purchasers shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/Developer/ Facility Manager/the Association (upon formation), within 7 days of presentation thereof, failing which the Allottees/Purchasers shall pay interest @ 2% per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/the Facility Manager/the Association (upon formation), as the case may be. The Allottees/Purchasers also admits and accepts that in the event such bills remain for more than one month, all common services shall be discontinued and prohibited to the Allottees/Purchasers and the Allottees/Purchasers shall be disallowed from using the common areas of the real estate project/Whole Project included Amenities.
- 7 **Promoter'/Developer's Charge/Lien :** The Promoter shall have first charge and/or lien over the said apartment and appurtenances for all amounts due and payable by the Allottees/Purchasers to the Promoter/Developer provided however if the said apartment and appurtenances is purchased with assistance of financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution clearing all dues of the Promoter/Developer.
- 8 **No Obstruction by Allottees/Purchasers to Further construction :** Subject to compliance with Section 14 of the Act, the Promoter/Developer shall be entitled to construct further floors on and above the top roof of the said tower/building and/or make other constructions elsewhere on the Said Complex and/or whole Project and the Allottees/Purchasers shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the

Allottees/Purchasers due to and arising out of the said construction/developmental activity. The Allottees/Purchasers also admits and accepts that the Promoter and/or employees and/or agents and/or contractors of the Promoter/Developer shall be entitled to use and utilize the common Areas for movement of building materials and for other purposes and the Allottees/Purchasers shall not raise any objection in any manner whatsoever with regard thereto.

- 9 No Rights of or Obstruction by Allottees/Purchasers:** All open areas in the Project Property proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement and the Promoter/Developer shall have absolute right to sell, transfer and/or otherwise deal with and dispose of the same or any part thereof.
- 10 Variable Nature of Land Share and Share In Common Portions :** The Allottees/Purchasers fully comprehends and accepts that (1) the Share In common Areas is a notional proportion that the said apartment bears to the currently proposed area of the said tower/building /real estate project (2) if the area of the said Tower/Building/Real Estate Project is recomputed by the Promoter/Developer, then the Share in Common Areas shall vary accordingly and proportionately and the Allottees/Purchasers shall not question any variation (Including diminution) therein (3) the Allottees/Purchasers shall not demand any refund of the Total Price paid by the Allottees/Purchasers on the ground of or by reason of any variation of the Share In Common Areas and (4) the Share in common areas are not divisible and partible and the Allottees/Purchasers shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.
- 11 Allottees/Purchasers to Participate in Formation of Association and Apex Body:** The Allottees/Purchasers admits and accepts that the Allottees/Purchasers and other intending Allottees/Purchasers of apartments in the Said Complex shall form the Association and the Allottees/Purchasers shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all building/s in the Other Residential Component for supervision of maintenance of the facilities common for occupants of the Said complex (Apex Body). The Allottees/Purchasers shall bear and pay the proportionate expenses of the Association and the Apex Body and shall acquire and hold membership with voting rights and in this regard the Allottees/Purchasers shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Areas. Each apartment owner will be entitled to cast a vote irrespective of his/her/its size of Apartment. The

Allottees/Purchasers further admits and accepts that the Allottees/Purchasers shall ensure and not object to the association joining the Apex Body.

12 Obligations of Purchasers : The Purchasers shall:

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

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

12.3Paying Electricity Charges: Pay for electricity and other utilities consumed in or relating to the Said Apartment And Appurtenances and the Common Areas from the possession date.

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

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

12.6No Alteration: not alter, modify or in any manner change the (1) elevation and exterior color scheme of the said apartment and the said tower/building and (2) design and/or the color scheme of the windows, grills and the main door of the Said apartment. In the event the Allottees/Purchasers makes any alterations/changes, the Allottees/Purchasers shall compensate the Promoter/Developer the Association (upon formation) (as the case may be) as

estimated by the Promoter/Developer the association (upon formation) for restoring it to its original state.

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

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

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

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

12.11 No Nuisance and Disturbance: Not use the said apartment or the common areas or the said parking space, if any, or permit the same to be used in

such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the said tower/Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.

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

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

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

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

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

12.17 No Injurious Activities: not carry on or cause to be carried on any obnoxious or injurious activity in or through the said apartment, the said parking space, if any or the common areas.

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

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

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

- 12.21 No Installing Generator:** not install or keep or run any generator in the said Apartment and the said Parking space, if any.
- 12.22 No Use of Machinery:** not install or operate any machinery or equipment except home appliances.
- 12.23 No Misuse of water:** not misuse or permit to be misused the water supply to the said Apartment, (as per rules of water permit).
- 12.24 No damage to Common Areas:** not damage the common areas in any manner and if such damage is caused by the Allottees/Purchasers and/or family members, invitees or servants of the Allottees/Purchasers, the Allottees/Purchasers shall compensate for the same.
- 12.25 No Hanging Clothes:** Not hang or cause to be hung clothes from the balconies from the outside of the Said Apartment and in the Roof area or any other common area
- 12.26 No Parking in Parking Area without Parking Right :** Not to park any Two-wheeler / Four wheeler / LMV / MPV / cycle in parking area or any common area without having purchasing parking right for same. On violating this may attract police complaints and legal consequences for illegal occupancy.
- 12.27 Fire Safety and Air Conditioning Equipment:** not object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being installed inside the said apartment and/or the common areas, as per statutory requirements. The Allottees/Purchasers hereby understands and accepts that as per them present statutory requirements/fire norms, the fire extinguisher pipe line/fire sprinklers cannot be concealed within any wall and/or ceiling of the said Apartment and consequently all fire extinguisher pipe line/fire sprinklers installed in the Said Apartment shall always remain exposed and the Allottees/Purchasers shall not raise any objection in any manner whatsoever with regard thereto and further the Allottees/Purchasers hereby confirms that the Allottees/Purchasers shall not violate any terms of the statutory requirements/fire norms.
- 12.28 Notification regarding Letting/Transfer :** If the Allottees/Purchasers lets out or sells the Said Apartment And appurtenances, the Allottees/Purchasers shall immediately notify the Facility Manager/ the Association (upon formation)/ the Apex Body (upon formation) of the tenant's/Allottees/Purchasers address and telephone number.

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

12.30 No obstruction towards operation in Commercial/Retail space: The Developer or the allottee(s) or the lessee of Commercial/Retail space shall be entitled to put hoarding/boards/signage of their Brand Name (including any brand in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form may in its sole discretion on outside wall and façade, terrace of Commercial Space/unit(not limited to). Residential Allottees must not cause any hindrance or obstruction in any means that should affect the visibility of such hoarding/boards/signage and/or smoother operation the trade/ business of Commercial/Retail space allottee/lessee.

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

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

have the right of further construction on the entirety of the top roof and the Allottees/Purchasers specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all owners of the Said Tower/Building.

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

12.34 Membership Fee, Security deposit and monthly subscription : The Allottees/Purchasers understands and accepts that (1) the Allottees/Purchasers may have to pay membership fee for membership of the said Owner's Association upon formation as the total price doesn't include the membership fee also the future transferees of the Allottees/Purchasers may have to pay separate amounts towards membership fee (2) the Allottees/Purchasers may have to pay a one-time interest free security deposit for use of credit facilities or major renovation work to the Owner's Association upon formation and (3) the Allottees/Purchasers will have to pay a fixed monthly subscription for membership of the said association, irrespective of whether the Allottees/Purchasers resides at the said apartment which shall be determined at the time of opening of the said association, at the sole discretion of the promoter/Developer and this shall be in addition to the common expenses/maintenance charge.

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

SCHEDULE – E (Common expenses.)

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Tower/Building and the said Complex and the road network, STP etc.
3. **Association:** Establishment and all other capital and operational expenses of the Association of Allottees/Purchasers.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance :**All costs for maintaining, operating, replacing, repairing, white washing painting decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas (including the exterior or interior (but not inside any apartment) walls of the Said Tower/Building) and the road network, STP etc.
6. **Operational:** All expenses for running and operating all machinery, equipment and installations comprised in the Common Areas, including elevators, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas and the road network.
7. **Rates and Taxes:** Municipal Tax, surcharge, water tax and other levies in respect of the Said Tower/Building and the said Complex save those separately assessed on the Allottees/Purchasers.
8. **Staff :**The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
9. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipment and personnel, if any.

WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Deed of Conveyance at Barasat, Kolkata -700126, in the presence of attesting witness, signing as on the day, month and year first above written.

As Constituted Attorney of Owners (Sri Swapan Kumar Das, Sri Somnath Das, Sri Ajoy Kumar Das)

Drafted By; -
Advocate

WESTROAD HOUSING AND INFRASTRUCTURE LIMITED
(Authorized Signatory)
[Developer]

Witnesses:	[Buyer/Purchasers]
Signature_____	Signature_____
Name_____	Name_____
Father's Name _____	Father's Name_____
Address _____ _____	Address _____ _____