

THIS DEED OF CONVEYANCE made this the day of Two thousand and

BETWEEN

SALTEE INFRASTRUCTURE LIMITED, (CIN: U70101WB1995PLC072515 and having Income Tax PAN: AAEC54854R), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at AE-40, Sector-I, Salt Lake City, Kolkata - 700064, represented by its authorised signatory (having Income Tax PAN:), son of, by faith, by occupation, Citizen of, residing at, P.O., P.S., authorised vide Board resolution dated, hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and assigns) of the **FIRST PART**

AND

(1) SYNDICATE PLAZA PRIVATE LIMITED (CIN: U45400WB2008PTC-124824 and Income-tax PAN: AALCS8283M), a company within the meaning of the Companies Act 2013, having its registered office at 32 Ezra Street, 6th Floor, Room No. 664, Kolkata 700001, P.O. Kolkata GPO, P.S. Hare Street, represented by its authorised signatory Shri, (having Income Tax PAN:), son of Shri/ Late, a citizen of India, by faith Hindu, by occupation, residing at, P.O., P.S., duly authorised by the Board of Directors of the Company vide its resolution dated, 2019, **(2) CHITRAKSHA CONSTRUCTION PRIVATE LIMITED**, (CIN: U45400WB2014PTC201344 and Income-tax PAN: AAFCC6444G), a company within the meaning of the Companies Act 2013, having its registered office at 1/G, Khudiram Bose Sarani (formerly Mall Road), Kolkata – 700080, P.O. Mall Road, P.S. Dum Dum,, represented by its authorised signatory Shri, (having Income Tax PAN:), son of Shri/ Late, a citizen of India, by faith Hindu, by occupation, residing at, P.O., P.S., duly authorised by the Board of Directors of the Company vide its resolution dated, 2019 **and (3) INDRANUJ BUILDERS PRIVATE LIMITED**, (CIN: U70109WB2016PTC-217979 and Income-tax PAN: AAECI2831C), a company within the meaning of the Companies Act 2013, having its registered office at 1/G, Khudiram Bose Sarani (formerly Mall Road), Kolkata – 700080, P.O. Mall Road, P.S. Dum Dum, represented by its

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authorised signatory Shri, (having Income Tax PAN:), son of Shri/ Late, a citizen of India, by faith Hindu, by occupation, residing at, P.O., P.S., duly authorised by the Board of Directors of the Company vide its resolution dated, 2019, hereinafter collectively referred to as the "**Owners**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include each of their respective successor or successors-in-interest and assigns) of the **SECOND PART**

AND

[If the Allottee is a company]

M/s, (CIN: and having Income-tax PAN:), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at, represented by its authorised signatory (having Income Tax PAN:), son of, by faith, by occupation, Citizen of, residing at, P.O., P.S., authorised vide Board resolution dated, hereinafter referred to as the "**Allottee/ Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is a partnership]

M/s a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at, (having Income-tax PAN:), represented by its authorised partner (Income-tax PAN:), son of, by faith, by occupation, Citizen of, residing at, P.O., P.S., duly authorised vide, hereinafter referred to as the "**Allottee/ Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be 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 administrators of the last surviving partner and his/her/their permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is an individual]

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Mr. / Ms., (Income-tax PAN:), son/daughter/wife of, by faith, by occupation, Citizen of, residing at, P.O., P.S., hereinafter called the “**Allottee/ Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, legal representatives, executors, administrators and permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is a HUF]

Mr., (Income-tax PAN:), son of, aged about years, by faith, by occupation, Citizen of, residing at, P.O., P.S., for self and as the Karta of the Hindu Joint Mitakshara Family known as **HUF**, having its place of business / residence at, P.O., P.S., (Income-tax PAN:), hereinafter referred to as the “**Allottee/ Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

The Promoter, the Owners and the Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”

WHEREAS:

- A. Unless, in these presents, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure “A”** hereto shall have the meaning assigned to them as therein mentioned.
- B. The Syndicate Plaza Private Limited, Chitraksha Construction Private Limited, Indranuj Builders Private Limited, the Owners herein, are absolutely seised and possessed of and/ or otherwise well and sufficiently entitled to All That 89.84%, 6.69% and 3.47% respectively of the undivided indivisible impartible variable share or interest in All That the piece or parcel of land measuring 1,526.76 Square Metres equivalent to 1 Bigha 2 Cottahs 13 Chittacks and 9 Square Feet, more or less, situate lying at and being the municipal premises No. 56A, Syed Amir Ali Avenue, Kolkata (morefully and particularly described in the **First Schedule** hereunder written and hereinafter referred to as the “**Said Premises**”).

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- C. The vesting of the ownership of the Said Premises in favour of the Owners is set out in the **Schedule** hereunder.
- D. The Owners and the Promoter herein have entered into a Development Agreement dated 07th day of November, 2019, registered at the office of Additional Registrar of Assurances-1, Kolkata and recorded in Book - I, Volume No. 1901-2019, Pages from 296116 to 2961179 Being No. 1901-06137 for the year 2019 ("**Development Agreement**") for the purpose of development of the Said Premises by the Promoter by causing to be constructed erected and completed thereat a real estate project comprising of a multistoried building ("**Building**") primarily for residential use and partly for retail commercial use consisting of various flats/units/apartments, showrooms, car parking spaces, etc. capable of being held and/or enjoyed independently of each other of various sizes and specifications and the said project shall be known as "**Saltee Sattvam**" ("**Project**"). The Owners have also granted to the Promoter and two of its directors a Power of Attorney dated day of, 2019 registered at the office of the Additional Registrar of Assurances-1, Kolkata and recorded in Book - ..., Volume No., Page from to Being No. for the year 2019.
- E. The Promoter has completed the construction of the Project at the Said Premises in accordance with the Plan (as hereinafter defined) sanctioned by the concerned authorities and the Kolkata Municipal Corporation has issued Completion Certificate No. dated
- F. By an Agreement for Sale dated and registered at the office of the and recorded in Book – I, Volume No., Page from to Being No. for the year 20..., made between the Promoter, the Owners and the Purchaser (therein referred to as the Allottee), the Promoter agreed to sell and transfer to the Allottee **All That the Said Unit** (as hereinafter defined) described in the **Schedule** for the consideration and on the terms and conditions therein mentioned (hereinafter referred to as the "**Said Sale Agreement**"), which terms and conditions, for all purposes and unless repugnant to the context, shall form part of this Deed and in case of any contradiction, the terms contained in this Deed shall prevail.
- G. The construction of the Said Unit is complete to the full and final satisfaction of the Allottee and the Promoter has delivered possession thereof to the Allottee on _____.
- H. The Promoter has duly complied with its obligations contained in the Said Sale Agreement and is not in default of its obligations therein, which the

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Allottee doth hereby confirm, and similarly the Promoter hereby confirms that the Allottee has made full payment of the Total Price to the Promoter.

- I. The Allottee has now requested the Promoter and Owners to convey the Said Unit in favour of the Allottee.
- J. At or before the execution hereof, the Allottee/ Purchaser has fully satisfied himself and represented the following:
 - (a) The Purchaser has caused due diligence and has satisfied himself with regard to the rights, title and entitlement of the Owners in the Said Premises and of the Promoter in respect of the Said Unit, the Project and the Said Building constructed thereat.
 - (b) The Purchaser has satisfied himself that the Said Premises and the Said Building erected thereupon is free from all encumbrances and about the Promoter's entitlement to develop the Said Premises and also to transfer or otherwise deal with various apartments/ units/ showrooms, car parking spaces, etc. therein without any restrictions.
 - (c) The Purchaser has duly inspected and satisfied himself with regard to the plan sanctioned by the Kolkata Municipal Corporation and all subsequent modifications/ additions/ variations/alterations thereto.
 - (d) The Purchaser has inspected and duly satisfied himself with regard to the area, specification, flooring, fixtures and fittings of the Said Unit.
 - (e) The Purchaser has duly satisfied himself with regard to the quality of construction, workmanship, specifications and structural stability of the Said Building and Common Areas, Amenities and Installations and also various facilities and/or amenities comprised in the said Building and/or installed at the Project.
 - (f) The Purchaser is fully satisfied about the terms of sale, the amounts paid and incurred by the Purchaser and various covenants contained in the Said Sale Agreement as well as this Deed of Conveyance.
 - (g) The Purchaser acknowledges that the right of the Purchaser shall remain restricted to the Said Unit and that the Purchaser will not have any right whatsoever over and in respect of the other parts and portions of the Said Premises.
 - (h) The facts hereinbefore recited and the superseding and overriding effects of this document and the contents hereof over all earlier agreements and understandings made prior hereto.

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And has agreed not to raise any objections whatsoever or howsoever.

NOW THIS DEED OF CONVEYANCE WITNESSETH as follows:

1. CONVEYANCE AND TRANSFER:

1.1 In the premises aforesaid and in pursuance of the said agreements and in further consideration of the sum of Rs./- (Rupees) only paid by the Allottee to the Promoter at or before the execution hereof (the receipt whereof the Promoter doth hereby admit and acknowledge), the Promoter with the consent and concurrence of the Owners doth

(A) hereby sells conveys and/or transfers and the Owners do and each of them doth hereby confirms releases relinquishes all their respective rights title interest and claim whatsoever and howsoever, absolutely and forever, unto the Purchaser **All That** the Flat / Apartment/ Showroom bearing No. having Carpet Area of Square Feet and Exclusive Balcony/ Verandah/ Open Terrace Area Or "EBVT Area", if any, having area of square feet, Built-up Area being square feet more or less, on the floor and the demarcated space measuring square feet of carpet area without having any partition walls for residential use of staff and servant/s of the Allottee on the second floor along with right to use number of open/ covered car parking space at the open compound/ ground/ basement floor ("Car Parking") of the Building at the Said Premises together with undivided variable proportionate share in the Common Areas (**Said Unit**);

(B) hereby grants a perpetual and non-exclusive:

(i) right to use and enjoy the Common Areas in common with the owners of all the other Units at the said Building; and

free from all encumbrances, trusts, liens, lispens and attachments whatsoever and all benefits and rights hereby granted to the Purchaser, subject further to the observance and performance by the Purchaser of all the terms and conditions of the management, administration and maintenance of the Common Areas and subject further to the Purchaser paying and discharging all existing and future rates, taxes, impositions, outgoings from the date of its possession and/or deemed date of possession, as the case may be, wholly with respect to the Said Unit and proportionately with respect to the Common Areas.

1.2 The term 'Said Unit' wherever used in this Deed shall include all the properties and rights mentioned in Clause 1.1 hereinabove which are being

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hereby sold and/or granted, unless contrary to the context and it is expressly made clear that the same constitute one residential unit.

- 1.3 AND it is hereby expressly agreed and made clear that the payments made by the Purchaser includes the cost of pro-rata share in the common areas as defined under the West Bengal Housing Industry Regulation Act, 2017 ('Act') and as such upon formation of the Association the pro-rata share of the purchasers into or upon the common areas hereby sold and transferred in favour of the Purchaser shall stand transferred and/or vested in the Association upon formation without any further act deed or thing as provided under the provisions of section 17 of the said West Bengal Housing Industry Regulation Act, 2017 and until then the Purchaser shall hold the same in trust for such Association.
- 1.4 The right of the Purchaser shall be restricted to the Said Unit together with the right to the Common Areas and the Purchaser shall have no right, title or interest whatsoever in respect of the other units, car parking space and/or areas in the Project.
- 1.5 In respect of the other spaces, properties and other rights which are not intended to be transferred to the Purchaser as aforesaid, the Promoter shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by it in its absolute discretion, without any reference or objection of the Purchaser. The Purchaser hereby consents to the same and undertakes not to raise any claim or create or cause to be created for any reason, directly or indirectly, any obstruction or hindrance whatsoever regarding the same.
- 1.6 The Purchaser shall use and enjoy the Said Unit in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Unit owner and/or of the Promoter.
- 1.7 The Purchaser shall be entitled **TO HAVE AND TO HOLD** the Said Unit hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any owner/s of other Units and/or of the Promoter.

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- 1.8 The sale of the Said Unit is together with and subject to the mutual easements or quasi-easements and other stipulations and provisions as set out in the **Seventh Schedule** hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed and the **Sixth Schedule** hereto, which shall be covenants running with the Said Unit in perpetuity.

2. COVENANTS OF THE OWNERS AND THE PROMOTER:

- 2.1 The Owners and the Promoter hereby covenants with the Purchaser that it:
- (a) has the right to sell, transfer and convey the Said Unit to the Purchaser in the manner aforesaid free from all encumbrances;
 - (b) shall, upon reasonable request and at the costs of the Purchaser, execute all such further and/or other lawful necessary documents as may be reasonably required for more perfectly assuring the Said Unit unto and to the Purchaser in the manner aforesaid.
- 2.2 The Promoter hereby covenants with the Purchaser that the Promoter is lawfully entitled to develop the Project and to transfer its rights in respect of the Said Unit.
- 2.3 The Promoter hereby further covenant that the Purchaser shall, subject to observing, performing and complying with the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including, **Sixth Schedule** hereto, peaceably own, hold and enjoy the Said Unit and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Promoter.

3. COVENANTS OF THE PURCHASER:

- 3.1 The Purchaser agrees, undertakes and covenants to:
- (a) perform, observe and comply with all the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in the Said Sale Agreement (as if they were incorporated in these presents) and in this Deed and not to commit breach of or do any act contrary to any of the terms, covenants and conditions stated therein or herein;
 - (b) pay wholly in respect of the Said Unit and proportionately in respect of the Common Areas, the Common Expenses, Maintenance Charges, electricity charges and all levies, duties, charges, surcharges, rates, taxes and outgoings including Goods and Service Tax (GST), betterment and/or development charges under any statute, rule or regulation, that may be and/or become payable at any time

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(including enhancements thereto and/or new imposition) relating to the construction, transfer, ownership and/or maintenance of the Said Unit and/or relating to this Deed of Conveyance without raising any objection thereto, within 15 (fifteen) days of demand being made and the Promoter shall not be liable for the same under any circumstance;

- (c) regularly and punctually pay and contribute all costs and expenses for the utilities and facilities provided and/or obtained in the Said Unit and ensure that those to the other Unit-owners are not adversely affected by any acts or defaults of the Purchaser;
- (d) not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the transfer, sale or disposal of any other unit or apartment in the Project;
- (e) not question the quantum or apportionment of the Common Expenses or the basis thereof;
- (f) not object to the user of the Common Areas by the other Unit-owners;
- (g) comply with and honour the mutual easements, common rules and restrictions mentioned in the **Seventh Schedule** hereunder written;
- (h) get the Said Unit mutated in his name and/or separately assessed by the Kolkata Municipal Corporation; and
- (i) pay all amounts and deposits that are payable by the Purchaser under this Deed of Conveyance and/or which are the liability of the Purchaser under this Deed of Conveyance even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance.
- (j) pay all future betterment/development charges etc. relating to the Said Unit and/or the Common Areas.

- 3.2 The Purchaser hereby acknowledges that it is his obligation to make payment of all rates, taxes and outgoings whether local state or central which may become payable in respect of his Said Unit for the period commencing from as stipulated and shall be liable to make payment as and when the same becomes due and payable without raising any objection whatsoever or howsoever and in any event agrees to keep the Owners/Promoter and/or their respective successors and/or successors saved harmless and fully indemnified from and against all costs charges actions suits and proceeding including litigation cost.

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IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed these presents at Kolkata in the presence of attesting witness, signing as such on the day first above written.

SIGNED SEALED AND DELIVERED
by the within-named **Promoter**
represented by its within-named Director
and authorised signatory at Kolkata in the
presence of:

SIGNED SEALED AND DELIVERED
by the within-named **Owners** represented
by their respective within-named Director
and authorised signatory at Kolkata in the
presence of:

SIGNED SEALED AND DELIVERED
by the within-named **Allottee/ Purchaser**
at Kolkata in the presence of:

A handwritten signature in blue ink, appearing to read 'Vann Singh', is located at the bottom center of the page.

**THE FIRST SCHEDULE ABOVE REFERRED TO:
(‘Said Premises’)**

All That the piece or parcel of land containing by admeasurement 1,526.76 Square Metres equivalent to 1 Bigha 2 Cottahs 13 Chittack and 9 square feet more or less, as shown on the map or plan annexed hereto being **Annexure-I** and duly marked thereon within **Red** borders, being municipal premises No. 56A, Syed Amir Ali Avenue (formed on amalgamation of the erstwhile premises No. 56A, Syed Amir Ali Avenue and erstwhile premises No. 56B, Syed Amir Ali Avenue), P.S. Karaya, Kolkata – 700017, within the limits of Kolkata Municipal Corporation in Ward No. 069 under Borough VIII, in the District of South 24 Parganas, butted and bounded in the following manner:

- On the North : Partly by premises No. 54, Syed Amir Ali Avenue, Kolkata and partly by premises No. 24, Tarak Dutta Road Colonel Biswas Road;
- On the East : By Syed Amir Ali Avenue, Kolkata;
- On the South : Partly by Municipal Road and partly by premises No. 60A, Syed Amir Ali Avenue, Kolkata; and
- On the West : Partly by premises No. 60A, Syed Amir Ali Avenue, Kolkata, partly by premises No. 11A, Tarak Dutta Road (Colonel Biswas Road) and partly by premises No. 9, Tarak Dutta Road (Colonel Biswas Road), Kolkata

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situate butted bounded called known numbered described or distinguished.

**THE SECOND SCHEDULE ABOVE REFERRED TO:
(‘Said Unit’)**

All That the Flat / Apartment / Showroom bearing No. containing a **Carpet Area** of **Square Feet** and Exclusive Balcony/Verandah/Open Terrace Area Or “EBVT Area”, if any, having area of square feet [**Built-up Area** whereof being **Square Feet** more or less], as shown in the **Plan** annexed hereto being **Annexure-1** duly bordered thereon in “**Red**”, on the floor of the Building under construction at the Said Premises described in the **First Schedule** hereinabove written.

TOGETHER WITH the demarcated space measuring square feet of carpet area without having any partition walls for residential use of staff and servant/s of the Allottee at a portion of the second floor of the Building at the Said Premises, as

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delineated on the map or plan annexed hereto being **Annexure-2** and shown in colour thereon.

TOGETHER WITH right to use nos. open/ top covered car parking space admeasuring square feet each at a portion of open compound/ ground/ basement floor of the said Building at the Said Premises, as delineated on the map or plan annexed hereto being **Annexure-3** and shown in colour thereon.

THE THIRD SCHEDULE ABOVE REFERRED TO
(Common Areas and Installations)

Part – I
(Common Areas)

Part – II
(Common Installations)

Note: It is expressly made clear and agreed that the open spaces and/or any other areas not specifically mentioned in this Schedule shall not form part of the Common Areas and Installations under any circumstance.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Common Expenses)

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and in particular the top 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 Building / Project and enjoyed or used by the allottees in common with each other, main entrance and exit gates, landings and staircases of the said Building / Project and enjoyed by the allottees in common as aforesaid and the boundary walls of the Said Premises, compounds etc. The costs of cleaning and lighting the main entrance



and exit gates, passage, driveway, landings, staircases and other parts of the Project / Said Premises so enjoyed or used by the allottees in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (including, Lifts, Water Pump with Motor, Generator, Fire Fighting Equipments and accessories, CCTV, Security Systems, Deep Tube Well, Equipments and accessories in or for the Amenities and Facilities of the Project, 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, liftmen 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 Maintenance In-charge looking after the common purposes, until 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 Said Premises (save those assessed separately in respect of any unit).

6. **INSURANCE:** Insurance premium, if incurred for insurance of the Project / Building and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).

7. **COMMON UTILITIES:** Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.

8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.

9. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Devolution of Title)

1. By an Indenture of Conveyance dated 9th day of February, 1963 made between Administrator General, West Bengal therein referred to as the Administrator General of the One Part and Sankar Kumar Chatterjee therein referred to as the

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Legatee of the Other Part and registered at the office of the Registrar of Assurances, Calcutta in Book No. I, Volume No. 39, Pages 52 to 63, Being No. 809 for the year 1963 the said Administrator General, West Bengal for the consideration therein mentioned granted, sold, conveyed, transferred, assigned, assured unto and in favour of the Legatee Sankar Kumar Chatterjee, **All That** vacant piece and parcel of land measuring 22 Cottahs 13 Chittacks 9 Square Feet be the same a little more or less situate lying at and being premises No. 56, Syed Amir Ali Avenue, Calcutta, more fully and particularly described in the Schedule thereunder written.

2. By a Deed of Lease dated 29th April, 1963 made between the said Sankar Kumar Chatterjee therein referred to as the Lessor of the One Part and Burmah Shell Oil Storage & Distributing Company of India Limited (hereinafter for the sake of brevity referred to as **Burmah Shell**), therein referred to as the Lessee of the Other Part and registered at the office of the Registrar of Assurances, Calcutta in Book No. I, Volume No. 75, Pages 245 to 255 Being No. 2546 for the year 1963, the said Sankar Kumar Chatterjee demised a portion of the said premises No. 56, Syed Amir Ali Avenue, Calcutta, measuring an area of 18 Cottahs 13 Chittacks 9 Square Feet, more or less, together with the structures erected thereon, which is subsequently renumbered as premises No. 56A, Syed Amir Ali Avenue, Calcutta, on lease unto and in favour of the said Burmah Shell for a period of 20 years with an option for renewal thereof for a further period of 20 years

3. By another Deed of Lease dated 10th day of June, 1969 made between said Sankar Kumar Chatterjee therein referred to as the Lessor of the One Part and Burman Shell Oil Storage and Distribution Company Limited, therein referred to as the Lessee of the Other Part and registered at the office of the Registrar of Assurances, Calcutta in Book No. I, Volume No. 129, Pages 224 to 231 Being No. 3851 for the year 1969, said Sankar Kumar Chatterjee for the consideration therein mentioned and the terms conditions and covenants therein mentioned demised the remaining portion measuring 4 Cottahs of the said premises No. 56, Syed Amir Ali Avenue, Calcutta which is subsequently renumbered as premises No. 56B, Syed Amir Ali Avenue, Calcutta unto the said Burmah Shell initially for a period of 15 years 5 months commencing from 1st day of December, 1968 with an option for renewal thereof for a period of 20 years.

4. The term of the Lease Deed executed by the said Sankar Kumar Chatterjee in respect of 56A, Syed Amir Ali Avenue, Calcutta expired on 30th April, 2003 by efflux of time and the Lease granted by the said Sankar Kumar Chatterjee in respect of 56B, Syed Amir Ali Avenue, Calcutta ended on 30th April, 2004.

5. Meanwhile, by an enactment vide Burmah Shell Acquisition and Undertakings of Burmah Shell Oil Storage and Distribution of India Act, 1976, the Central Government took over the entire undertakings of the Burmah Shell including

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the said leases and thereafter Bharat Petroleum Corporation Limited, a Government Company, has stepped into the shoes of original lessee and took over all rights, assets, obligations and liabilities on and from 24th January, 1976.

6. Said Sankar Kumar Chatterjee died intestate on 09th January, 1988 leaving his wife Smt. Mira Chatterjee as his only heiress and legal representative under the Hindu Succession Act, 1956.

7. By an Indenture of Conveyance dated 16th day of June, 2003 made between the said Smt. Mira Chatterjee therein referred to as the Vendor of the One part and Aarvee Finvest Private Ltd., therein referred to as the Purchaser of the Other Part, and registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. I, Volume No. 1, Pages 1 to 35, Being No. 1261 for the year 2006, said Smt. Mira Chatterjee, for the consideration therein mentioned, granted, sold, transferred, assigned and assured unto and in favour of the said Aarvee Finvest Private Ltd. All Those the pieces and parcels of land containing by admeasurement an area of 22 Cottahs 13 Chittacks and 9 Square Feet, be the same a little more or less, together with structures, buildings and garages erected thereon situate lying at and being premises Nos. 56A and 56B, Syed Amir Ali Avenue, Kolkata, subject to occupation thereof by the said Bharat Petroleum Corporation Limited but otherwise free from all encumbrances, charges, claims demands and liabilities whatsoever.

8. Upon expiry of the said Leases and upon failure of the part of the lessee to vacate the said demised premises, the said Aarvee Finvest Private Ltd. filed two separate suits in the Court of the 1st Civil Judge (Sr. Division) Alipore against the said Bharat Petroleum Corporation Limited for ejectment and other reliefs.

9. By a Deed of Conveyance dated 14th day of August, 2008 made between the said Aarvee Finvest Private Limited, therein referred to as the Vendor of the One Part and Syndicate Plaza Private Limited, therein referred to as the Purchaser of the Other Part duly registered at the office of the District Sub-Registrar-III, Alipore, South 24-Parganas in Book No. I, CD Volume No. 17, Pages from 8550 to 8579 Being No. 07550 for the year 2014, the said Aarvee Finvest Private Limited, for the consideration therein mentioned, sold, transferred, conveyed, assigned and assured unto and in favour of the said Syndicate Plaza Limited, the Owner No.1 herein, All Those the pieces and parcels of land containing by admeasurement an area of 22 Cottahs 13 Chittacks and 9 Square Feet, be the same a little more or less, together with structures, buildings and garages erected thereon situate lying at and being premises Nos. 56A and 56B, Syed Amir Ali Avenue, Kolkata subject to occupation thereof by the said Bharat Petroleum Corporation Limited but otherwise free from all encumbrances, charges, claims demands and liabilities whatsoever.

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10. Since then after protracted litigation and as per direction of the Court, said Bharat Petroleum Corporation Limited vacated the said premises Nos. 56A and 56B, Syed Amir Ali Avenue, Kolkata on its entirety and consequently the said Syndicate Plaza Private Limited got the exclusive vacant possession of the said premises free from all litigation.

11. Said premises No. 56A, Syed Amir Ali Avenue and No. 56B, Syed Amir Ali Avenue, Kolkata has since been amalgamated in municipal records on 26th November, 2011 and upon amalgamation said entire premises has been renumbered as municipal premises No. 56A, Syed Amir Ali Avenue, Kolkata, morefully described in the **First Schedule** hereinabove written and herein referred to as the '**Said Premises**'.

12. After having purchased the said premises no. 56A, Syed Amir Ali Avenue, Kolkata, the said Syndicate Plaza Private Limited applied for mutation of the Said Premises in its name and, accordingly, the Said Premises has been duly mutated in the name of Syndicate Plaza Private Limited and the nature of premises has been described as vacant land as per Mutation Certificate dated 12/08/2016 granted by the Kolkata Municipal Corporation.

13. Meanwhile on an application caused to be submitted for the purpose of construction erection and completion of a new residential building at the Said Premises consisting of ground plus sixteen upper floors, the Kolkata Municipal Corporation has sanctioned a building plan being Building Permit No. 2012080153 dated 21.12.2012 and by an Agreement dated 27th November 2013, said Syndicate Plaza Private Limited exclusively appointed the Saltee Infrastructure Limited as the builder for construction and completion of a multistoried residential building at the Said Premises in accordance with the said plan at and for the consideration and other terms and conditions therein mentioned.

14. Since then the said Syndicate Plaza Private Limited in consultation with the said Builder has caused a fresh building plan prepared by the Architect, which consists of basement, ground and twelve upper floors at the Said Premises for residential cum retail use and having various flats units apartments showrooms car parking spaces etc. capable of being held and/or enjoyed independently of each other; said new building plan is sanctioned by the Kolkata Municipal Corporation vide Building Permit No. 2017080055 dated 20/09/2017.

15. Thereafter, an application has been submitted before the Kolkata Municipal Corporation on 30/05/2019 for sanction of additional two floors to the presently sanctioned building plan mentioned above to avail incremental additional Floor Area Ratio allowable for the construction of proposed green building under Rule 69A of the Kolkata Municipal Corporation Building Rules 2009; said plan, however, shall



be subject to such modifications or alterations as may be required or be necessary in accordance with the rules and regulations of the Kolkata Municipal Corporation and/or other concerned authorities including the Directorate of West Bengal Fire Service, Police Authorities, etc.

16. In the meantime, by a Deed of Conveyance dated 08th day of May 2015 made between Syndicate Plaza Private Limited, the Owner No.1 herein, therein referred to as the Vendor of the One Part and Chitraksha Construction Private Limited, the Owner No.2 herein, therein referred to as the Purchaser of the Other Part and duly registered at the office of Additional Registrar of Assurances-I, Kolkata in Book No. 1, Volume No. 1901-2015, Pages from 23939 to 23960, Being No. 190104916 for the year 2015, the said Syndicate Plaza Private Limited, the Owner No.1 herein, at and for the consideration and other terms and conditions therein mentioned sold, transferred and conveyed unto the said Chitraksha Construction Private Limited, the Owner No.2 herein, **All That** the 6.69% undivided indivisible impartible share in the Said Premises, morefully and particularly described in the Second Schedule thereunder written, leaving balance 93.31% undivided share or interest in the Said Premises with the said Syndicate Plaza Private Limited, the Owner No.1 herein.

17. By an Indenture of Conveyance dated 25th day of March, 2017 made between Syndicate Plaza Private Limited, the Owner No.1 herein, therein referred to as the Vendor of the First Part, Shakambhari Ispat & Power Limited, therein referred to as the Confirming Party of the Second Part and Indranuj Builders Private Limited, the Owner No.3 herein, therein referred to as the Purchaser of the Third Part and registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. 1, Volume No. 1901-2017, Pages from 56523 to 56550, Being No. 190101875 for the year 2017, the said Syndicate Plaza Private Limited, the Owner No.1 herein, for the consideration therein mentioned sold, conveyed, transferred, assigned, assured unto and in favour of the purchaser therein the said Indranuj Builders Private Limited, the Owner No.3 herein, **All That** the undivided indivisible impartible 3.47% share or interest in the Said Premises, morefully and particularly described in the Second Schedule thereunder written, leaving balance 89.84% undivided share or interest in the Said Premises with the said Syndicate Plaza Private Limited, the Owner No.1 herein.

18. By virtue of the above, Syndicate Plaza Private Limited, Chitraksha Construction Private Limited, Indranuj Builders Private Limited, the Owners herein, are absolutely seised and possessed of or otherwise well and sufficiently entitled to All That 89.84%, 6.69% and 3.47% respectively of the undivided indivisible impartible variable share or interest in All That the said piece or parcel of land measuring 1,526.76 Square Metres equivalent to 1 Bigha 2 Cottahs 13 Chittacks and 9 Square Feet, more or less, situate lying at and being the municipal premises No. 56A, Syed Amir Ali Avenue, Kolkata (morefully and particularly described in the

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First Schedule hereinbefore written and hereinafter referred to as the “**Said Premises**”).

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(Purchaser's Covenants)

Part-I

- I. As a matter of necessity, the Purchaser, in using and enjoying the Said Unit and the Common Areas and Installations binds himself and covenants to observe fulfil and perform the rules regulations obligations covenants and restrictions as may be made applicable by the Maintenance In-Charge from time to time for the quiet and peaceful use enjoyment and management of the Said Premises and in particular the Common Areas and Installations and other common purposes and in particular those mentioned herein:
 - (a) The Purchaser shall regularly and punctually pay to the Maintenance In-Charge, with effect from the Deemed Date of Possession / Date of Commencement of Liability, the amounts expenses and outgoings as are mentioned in this Deed including, *inter alia*, the following:
 - (i) Municipal rates and taxes and water tax, if any, assessed on or in respect of the Said Unit directly to The Kolkata Municipal Corporation Provided That so long as the Said Unit is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay and/or deposit in the Suspense Account of the Kolkata Municipal Corporation proportionate share of all such rates and taxes assessed on the premises in which the Said Unit of the Allottee is situated;
 - (ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the Said Unit or the Project or the Said Premises as a whole and whether demanded from or payable by the Purchaser or the Owners or the Promoter and the same shall be paid by the Purchaser wholly in case the same relates to the Said Unit and proportionately in case the same relates to the Said Premises.
 - (iii) Electricity charges for electricity consumed in or relating to the Said Unit and until a separate electric meter is obtained by the Purchaser for his Said Unit, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in the Said Unit from its own existing sources

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and the Purchaser shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for the Said Unit at the rate at which the Maintenance In-charge shall be liable to pay the same to CESC Limited.

- (iv) Charges for enjoying and/or availing power, if (subject to availability) provided to the Purchaser of the Said Unit by the Maintenance In-charge from the common Generator to be installed and the same shall be payable to the Maintenance In-charge and also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for the Said Unit, wholly and if in common with the other allottees, proportionately to the Promoter or the appropriate authorities as the case may be.
- (v) Proportionate share of all Common Expenses (including those mentioned in the **Fourth Schedule** hereinabove written) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @ Rs...../- (Rupees) only per square foot per month. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services.
- (vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC Ltd., from its consumers for the delay payment of its bills).

Unless otherwise expressly mentioned elsewhere herein, all payments mentioned hereinabove shall, in case the same be monthly payments, be made within 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the Said Unit or in the letter box in the ground floor earmarked for the Said Unit without any delay, demur or default and the Purchaser shall indemnify and keep indemnified the Promoter and the Maintenance-in-Charge and all owners of other Units for all losses damages costs claims demands and proceedings as may

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be suffered by them or any of them due to non-payment or delay in payment of all or any of such amounts and outgoings. Any discrepancy or dispute that the Purchaser may have on such bills shall be sorted out within a reasonable time but payment shall not be with-held by the Purchaser owing thereto. Any amount payable by the Purchaser directly to any authority shall always be paid by the Purchaser within the stipulated due date in respect thereof.

- (b) It is expressly agreed and understood that so long as the Promoter or its nominee be the Maintenance In-charge, the Purchaser shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred.
- (c) It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Building and the Common Areas and Installations etc. and the same shall be shared by and between the Purchaser and the other co-owners proportionately. Furthermore, such payment shall be made by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the common expenses by the Purchaser.

Part-II

(RULES AND REGULATIONS)

1. The Purchaser binds himself and covenants:

- (a) to use the Said Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Said Unit or any activity which may cause nuisance or annoyance to the purchasers of other Units; it being expressly agreed that such restriction on the purchasers shall not be applicable to the Promoter nor shall in any way restrict the right of the Promoter to use or permit to be used any Unit belonging to the Promoter for non-residential purposes;
- (b) to carry out all fit-out works in the Said Unit in a good and workman-like manner and without violating any laws, rules or regulations of the

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municipal, National Building Code and Fire Safety rules and rules framed by other authorities and with minimum noise and ensure that no disturbance or annoyance is caused to the purchasers of other Units;

- (c) not to drill, break, maim, hammer or in any way damage destroy or adversely affect the beams, columns and structural stability of the Building;
- (d) to observe fulfil and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the Said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Maintenance Company, as the case may be;
- (e) to use the car parking spaces, if any granted and/or agreed to be granted only for the purpose of parking of medium sized motor cars;
- (f) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities;
- (g) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies , landings etc., in the premises free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any other common areas of the premises;
- (h) not to claim any right whatsoever or howsoever over any unit or portion in the Said Premises save his Said Unit;
- (i) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Building nor allow or permit any other person to do so;
- (j) to apply for and obtain at his own costs separate assessment and mutation of the Said Unit in his name in the records of Kolkata Municipal Corporation within 06 (six) months from the Date of Possession;
- (k) to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Said Unit at all reasonable times to view and examine the state and condition thereof and to make good all defects decays and want of repair in the Said Unit within

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seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;

- (l) to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Building Complex and other Common Purposes;
- (m) to keep the Said Unit and party walls, sewers, drains pipes, cables, wires, water, electricity and other connections fittings and installations, entrance and main entrance serving any other Unit in the Building in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Building and not to do or cause to be done anything in or around the Said Unit which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Said Unit. In particular and without prejudice to the generality to the foregoing, the Purchaser shall not make any form of alteration in the beams and columns of the Building passing through the Said Unit or the Common Areas and Installations;
- (n) to keep the Common Areas and Installations, open spaces, parking areas, paths, passages, staircases, lobby, landings etc. in the Said Premises free from obstructions and encroachments and in a clean and orderly manner;
- (o) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Kolkata Municipal Corporation, CESC, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Said Unit as well as the user operation and maintenance of lifts, generator, tube well, water, electricity, drainage, sewerage and other installations and amenities at the Project and shall indemnify and keep the Promoter saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on their part;
- (p) to install firefighting and sensing system gadgets and equipments in the Said Unit as required under law and keep the Said Unit free from all hazards relating to fire;
- (q) unless the right of parking of motor car is expressly granted and mentioned in the Second Schedule hereinabove written, the Purchaser

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shall not park any motor car or any other vehicle at any place in the Said Premises (including at the open spaces at the Said Premises);

- (r) not to grant transfer let out or part with the right of parking car, if such right of parking is agreed to be granted hereunder, independent of the Said Unit nor vice versa, with the only exception being that the Purchaser may grant transfer let out or part with the right of parking car or the Said Unit independent of the other to any other allottee of Unit in the Building and none else;
 - (s) not to put any nameplate or letter box or neon-sign or board in the Common Areas or on the outside wall of the Building save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and decent nameplates outside the main gates of their units. Not to open any additional window or any other apparatus protruding outside the exterior of the Said Unit;
 - (t) not to close or permit the closing of balconies in the Said Unit;
 - (u) not to install or keep or operate any generator in the Said Unit or in any Common Areas and Installations;
 - (v) not to take or allow any person to take dogs and other pets on elevators (except the service elevators) and not to allow dogs and other pets in the Common Areas and Installations of the Building without accompanying them with a leash;
 - (w) not to alter the outer elevation of the Building or any part thereof nor decorate the exterior of the Building or the Premises otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated;
 - (x) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Unit or any part of the Building or the Said Premises or may cause any increase in the premia payable in respect thereof;
 - (y) to observe such other covenants as be deemed reasonable by the Promoter and/or the Maintenance Company from time to time for the common purposes.
- 1.1 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Purchaser under these presents and/or in observing and performing the covenants terms and

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conditions of the Purchaser hereunder then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance In-charge, interest at the rate of 2% (percent) per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to:

- (a) withhold and stop all other utilities and facilities (including lifts, generators, water, gym, swimming pool, games room, etc..) to the Purchaser and his servants, employees agents tenants or licensees and/or the Said Unit;
- (b) to demand and directly realize rent and/or other amounts becoming payable to the Purchaser by any tenant or licensee or other occupant in respect of the Said Unit.

- 1.2 It is also agreed and clarified that in case any purchaser (not necessarily being the Purchaser herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc., then the Purchaser shall not hold the Promoter or the Maintenance In-charge or the Owners responsible for the same in any manner whatsoever.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

(Mutual Easements & Restrictions)

Part-I

[Easement or quasi-easement and provisions for the Purchaser for beneficial use of the Said Unit]

1. The Purchaser shall be entitled to all rights privileges vertical and lateral easements quasi-easements appendages and appurtenances whatsoever belonging to or in any way appertaining to the Said Unit together with usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto **EXCEPTING AND RESERVING UNTO** the Promoter and Owners the rights easements quasi easements privileges and appurtenances hereinafter morefully and particularly set forth in the Part-II hereunder written.
2. The right of access and way in common with the Promoter and Owners and/or other occupiers of the Said Building at all times and for all normal lawful purposes connected with the use and enjoyment of the Common Areas and Installations.

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3. The right of way in common as aforesaid at all times and for all purposes connected with reasonable use and enjoyment of the Said Unit PROVIDED THAT and it is hereby declared that nothing herein contained shall permit the Purchaser or any person deriving title under him or his servants agents and invitees to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of other person or persons including the Promoter, Owners and/or owners/ occupiers of other Units in the Said Building entitled to such way as aforesaid.
4. The right of support shelter and protection of the Said Unit by and from all parts of the said Building so far as they now protect the same.
5. The right of flow in common as aforesaid of electricity, water and waste or soil from and to the Said Unit through pipes drains wires and conduits lying or being in under through or over the other parts of the Said Building/ Said Premises so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the Said Unit.
6. The right of the Purchaser with or without workmen and necessary materials to enter from time to time upon the other parts of the said Building for the purpose of repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid and also for the purpose of repairing, replacing or cleaning any part or parts of the building and the Common Areas and Installations insofar as such repairing replacing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving twenty-four hours previous notices in writing of his intention so to enter to the Maintenance In-charge and/or owners/occupiers affected thereby.

Part-II

[Easements excepted out of the sale and reserved for the Promoter and Owners]

(Under mentioned rights easements and quasi easements privileges and appurtenances shall be reserved for the Promoter, Owners and owners/ occupiers/ users of the other Units at the Said Building).

1. The right of access and way in common with the Purchaser and/or other person or persons entitled to the other part or parts of the said Building at all times and for all purposes connected with the use and enjoyment of the Common Areas and Installations.
2. The right of flow in common with the Purchaser and other person or persons as aforesaid of electricity, water and waste or soil from and to any part (other than the Said Unit) or the other parts of the said Building though pipes drains wires conduits lying or being in under through or over the Said Unit and all other parts of



the said Building and/or the Said Premises as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the said Building.

3. The right of support shelter and protection of other part or parts of the said Building by all parts of the Said Unit so far as they now protect the same.

4. The right as might otherwise become vested in the Purchaser by means of any structural alteration or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the Said Building.

5. The right with or without workmen and necessary to enter from time to time upon the Said Unit for the purpose of repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid provided always that except in emergent situation the Promoter, the Association and/or the Maintenance In-charge and the owners/occupiers of other part or parts of the said Building shall give to the Purchaser a prior twenty-four hours written notice of his/her/its/their intention for such entry as aforesaid.

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Annexure "A"

(Definitions and Interpretation)

1.1 Definition:

In this presents, unless there be something contrary or repugnant to the subject or context, (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following words and expressions as used herein shall have the meanings assigned to them as under:

- (i) **Act:** shall mean the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017), as amended and/or substituted.
- (ii) **Rules:** shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.
- (iii) **Regulations:** shall mean the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- (iv) **Premises / Said Premises:** shall mean the municipal premises No. 56A, Syed Amir Ali Avenue, (formed on amalgamation of the erstwhile premises Nos. 56A and 56B, Syed Amir Ali Avenue), Kolkata 700017, morefully described in the **First Schedule** hereinabove written.
- (v) **Building and/or Said Building:** shall mean the building named "Saltee Sattvam" mainly for residential cum retail use constructed by the Promoter in accordance with the Plan presently sanctioned by the Kolkata Municipal Corporation.
- (vi) **Project/ Building Complex:** shall mean the Said Premises with the Said Building named "Saltee Sattvam" thereon for residential cum retail use consisting of various flats, apartments, units, showroom, parking spaces and other areas, benefits in and/or appurtenant to the Said Building constructed at the Said Premises and include the Common Areas and Installations thereof.
- (vii) **Allottees/ Co-owners:** shall mean all the buyers who from time to time have purchased any Unit or have agreed to purchase any Unit and taken possession thereof (including the Promoter for those Units and other constructed spaces not alienated by the Promoter and/or reserved and/or retained by it);
- (viii) **Common Areas and Installations:** according to the context shall mean and include the common areas installations and facilities comprised in and for

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the Project/ Building Complex mentioned and specified in the **Third Schedule** hereinabove written and expressed by the Promoter for common use and enjoyment of the Allottees in common with the Promoter and other persons permitted by the Promoter **BUT** shall not include the parking spaces, terraces, balconies at different floor levels attached to any particular unit or units, exclusive greens / gardens attached to any unit and other open and covered spaces at the Premises and the Building which the Promoter may from time to time express or intend not to be so included in the Common Areas and Installations.

- (ix) **Common Expenses:** shall mean and include all expenses for the Common Purposes including those mentioned in the **Fourth Schedule** hereinabove written to be borne paid contributed and shared by the Allottees.
- (x) **Common Purposes:** shall mean and include (a) maintenance and administration of the Building Complex and in particular the Common Areas and Installations, (b) rendition of common services in common to the Co-owners, (c) collection and disbursement of Common Expenses and (d) dealing with matters of common interest of the Co-owners and their mutual rights and obligations, for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.
- (xi) **Unit:** shall mean the flat/ apartment/ showroom and/or other constructed area called by any other name (capable of being exclusively held, used and enjoyed) in the Project at the Said Premises and wherever the context so permits or intends shall include *inter-alia* the demarcated space without having any partition walls at such portion of the second floor as may be allocated for residential use of staff and servant/s of the Allottee, right to use the car parking space and/or roof and/or terrace / sky balcony and/or exclusive garden / green, if any, attached to the respective flat/ apartment/ showroom and/or unit.
- (xii) **Said Unit:** shall mean the specific Unit described in the **Second Schedule** hereinabove written and may include the right of parking motor car at the Parking Space, if so and as specifically mentioned in the **Second Schedule** hereinabove written and wherever the context so permits shall include the Appurtenances.
- (xiii) **Parking Spaces:** shall mean covered car parking spaces in or at a portions of the basement and ground floor of the Building and the open spaces at the ground level of the said Premises expressed or intended by the Promoter to be used for parking of motor cars or other vehicles including the

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mechanized car parking facility at the open spaces at the said Premises with mechanical and other equipments installed for the same by the Promoter.

- (xiv) **Carpet Area:** according to the context shall mean the net usable floor area of any Unit, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit; Carpet Area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet Area is subject to tolerance of +/- 3 per cent on account of structural, design and construction variances.
- (xv) **Built-up Area:** according to the context shall mean and include the carpet area of any Unit including the area of the Exclusive Balcony/ Verandah/ Open Terrace Area Or "EBVT Area" therein and/or attached thereto, if any, and also including the thickness of the external walls and the columns and pillars (with the walls common with common areas shall be considered in full) **Provided That** if any wall or column be common between two Units, then one half of the area under such wall or column or pillar shall be included in the area of each such Unit;
- (xvi) **Proportionate or Proportionately:** for calculating the share of the Allottee hereto or of any other allottees (a) in the land contained in the said Premises, (b) in the Common Areas and Installations, and (c) the Common Expenses or any other matter connected with the Building or any part thereof, shall mean the proportion in which the Built-up Area of the Said Unit may bear to the aggregate Built-up Area of all the Units for the time being in the Building at the Said Premises; **Provided That** where it refers to the share of the allottee/s 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 (i.e. in case the basis of any levy be on area, rental income, consideration or user then the same shall be determined on the basis of the area, rental income, consideration or user thereof).
- (xvii) **Association/ Maintenance Company:** shall mean a company, society, association of persons or any other body that may be formed of the Co-owners/ Allottees for the Common Purposes, having such rules regulations byelaws and restrictions as be deemed proper and necessary by the Promoter.
- (xviii) **Maintenance In-Charge:** shall, until formation of the Association, mean the Promoter and/or its appointed one or more agencies or nominees to look after the maintenance and administration of the Building Complex and other

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Common Purposes and upon its formation and taking over charge of the acts relating to the Common Purposes shall mean the Association.

- (xix) **Plan:** shall mean the **Final** plan for construction of the Building for the time being sanctioned by the Kolkata Municipal Corporation vide Building Permit No. _____ dated _____

1.2 Interpretations:

- 1.2.1 Unless there is something in the subject or context inconsistent therewith:
- (a) Any reference to a statute shall include any amendment or re-enactment thereof for the time being in force and shall include all instruments, orders, plans, regulations, bye laws, permissions and directions for the time being made issued or given thereunder or deriving validity therefrom;
 - (b) Any covenant by the Allottee not to act or do anything shall be deemed to include his/her/their obligations not to permit the said act or things to be done;
 - (c) unless the context otherwise requires or is stated, words in the singular include the plural and vice versa; words importing any gender include all genders.
- 1.2.2 The heading and bold typeface appearing in this Agreement are for reference only and shall not affect the construction thereof;
- 1.2.3 Reference to any agreement, contract, deed or document including this agreement shall be construed as including any amendment, modification, alteration or variation to it, any novation of it, and/or anything supplemental to it;
- 1.2.4 Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- 1.2.5 Where there is any inconsistency between the definitions set out in this clause and the definitions set out in any clause or Schedule, then for the purpose of construing such clause or Schedule, the definitions set out in such clause or Schedule shall prevail.

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