

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 term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **FIRST PART**

AND

SHIVAM INDUSTRIAL PARKS & ESTATES LIMITED, (CIN: U70200WB-1996PLC076554 and having Income-tax PAN: AAGCS8293J), a company incorporated under Part-IX of the Companies Act 1956 and having its registered office at 26/2B, Khagendra Nath Chatterjee Road, Shed No. 8D, Kolkata - 700002, represented by its authorised Director and signatory Shri, (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 "**Landowner**" (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 **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


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....., 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 "**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 "**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]

Mr. / Ms., (Income-tax PAN:), son/daughter/wife
 of, by faith, by occupation, Citizen of
, residing at, P.O., P.S., hereinafter
 called the "**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, for self and as the Karta of the Hindu Joint
 Mitakshara Family known as **HUF**, having its place of business /


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residence at, P.O., P.S., (Income-tax PAN:), hereinafter referred to as the “**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 Landowner and the Purchaser shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- A. Shivam Industrial Parks & Estates Limited, the Landowner herein, is the absolute and lawful owner of **All Those** pieces and parcels of land measuring in aggregate an area of 186 Sataks, more or less, (as per Record of Rights 187 Sataks) in Mouza Gopalpur, J.L. No. 2, P.S. Airport (formerly Rajarhat), comprised in R.S./ L.R. Dag Nos. 3387 (0.18 acre), 3392 (0.09 acre), 3393 (Part 0.10 acre), 3394 (0.12 acre, as per RoR 0.13 acre), 3395 (Part 0.02 acre), 3396 (Part 0.02 acre), 3397 (0.24 acre), 3399 (Part 0.20 acre), 3403 (Part 0.13 acre), 3405 (Part 0.01 acre), 3412 (Part - 0.46 acre), 3413 (Part 0.01 acre) and 3416 (Part 0.28 acre) under L.R. Khatian No. 3692 in the District of North 24 Parganas being the Municipal Holding No. 148, Block-A, Gopalpur, Jagardanga, within the limits of Ward No. 5 of the Bidhannagar Municipal Corporation, (formerly Municipal Holding No. RGM 5/148 under the erstwhile Rajarhat-Gopalpur Municipality), hereinafter referred to as the said ‘**Entire Property**’. The fact relating to the devolution of title of the said Entire Property to the Landowner herein is described in **Part-I of the First Schedule** hereunder written.
- B. By an Agreement dated 7th day of April 2014 made between the said Shivam Industrial Park and Estate Limited, the Landowner herein, therein referred to as the Owner of the One Part and the Saltee Infrastructure Limited, the Promoter herein therein referred to as the Developer of the Other Part duly registered at the office of the District Sub-Registrar-II, North 24-Parganas at Barasat, and recorded in Book No. I, CD Volume Number 6, Pages from 3998 to 4018 Being No. 02768 for the year 2014 (hereinafter referred to as the ‘**Development Agreement**’), said Landowner for the consideration and on the terms and conditions contained and recorded therein granted exclusive right to the Promoter to develop **All Those** pieces and parcels of land measuring in aggregate an area of 91.5 Sataks (0.915 Acre) equivalent to 55.3575 Cottahs, more or less, being entirety of the land comprised at the east side of the main road out of the said Entire Property, morefully


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described in the First Schedule thereunder written and also described in **Part-II of the First Schedule** hereinabove written and hereinafter referred to as the '**Said Land**' and put the Promoter in vacant possession thereof for the purpose of development.

- C. Pursuant to the said Development Agreement, the Promoter with the consent and concurrence of the Landowner has caused a map or plan to be sanctioned by the then Rajarhat-Gopalpur Municipality in the name of the Landowner herein for construction and erection of two separate buildings, one for mainly residential use and another for commercial use at the Said Land *vide* plan sanction No. 527/13-14 dated 21/11/2014 (both the said buildings are hereafter collectively referred to as the **Said Buildings**) and the Said Buildings are to remain independent of each other excepting that certain general common areas and amenities are to remain common between them for use and enjoyment.
- D. Development of the Said Land and construction thereat is proposed to be done by the Promoter in two phases; in the first phase (Phase-1) by constructing a mainly residential building at the northern portion of the Said Land, morefully and particularly described in the **Part-III of the First Schedule** hereunder written (hereinafter referred to as the '**Project Land**') and then in the next phase by constructing the other building for commercial use at the southern portion of the Said Land, morefully and particularly described in the **Part-IV of the First Schedule** hereunder written (hereinafter called the '**Remaining Land**').
- E. It was further decided by the Landowner and the Promoter and acknowledged by the Purchaser that the permissible ground coverage and FAR for the Project Land and the Remaining Land need not be fully/uniformly utilized for erection, construction and completion of the said two buildings and the Promoter may vary the utilization of the permissible ground coverage/FAR for the aforesaid two buildings without exceeding the total permissible ground coverage and FAR for entirety of the Said Land.
- F. In pursuance to the said Development Agreement and the plan sanctioned by the then Rajarhat-Gopalpur Municipality, the Promoter has commenced construction of the building at the Project Land on or about day of 2015.
- G. After constitution of Bidhannagar Municipal Corporation (which also covered the area of said erstwhile Rajarhat-Gopalpur Municipality), the Bidhannagar Municipal Corporation has sanctioned the revised plan being Building Plan Sanction No. BMC/BPN/RG/178/112/16-17(1/9 to 9/9)R


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dated 20/03/2018 in supersession of the aforesaid previous Sanction No. 527/13-14 dated 21/11/2014 granted by the Rajarhat-Gopalpur Municipality.

- H. By and under an Agreement for Sale dated registered with the office of the and recorded in Book No. Volume No. Pages to Being No. for the year (hereinafter referred to as the **Said Sale Agreement**), the Promoter herein with the consent and concurrence of the Landowner had agreed to sale and transfer and the Purchaser had agreed to purchase and acquire **All That** flat/ shop / unit No. having carpet area of square feet together with exclusive balcony area of square feet together with appurtenant open terrace area of square feet, be the same a little more or less, on the floor and of the proportionate undivided share in the Common Areas to be used in common with other purchasers in the Project and also the external wall/ column area of the Said Apartment/ shop / unit, consisting of square feet of super built-up area, be the same a little more or less, together with the right to use nos. open / covered car parking space at the open compound/ ground / basement floor of the building then under construction at a portion of the said Project Land (more particularly described in **Second Schedule** thereunder written and also described in the **Second Schedule** hereunder written and hereinafter for the sake of brevity referred to as the **Said Apartment**) at and for the consideration and under the terms and conditions mentioned and contained therein.
- I. Since then the Promoter has completed construction of the Said Building at the said Project Land in accordance with the said Plan with permissible modifications/ additions/ variations/ alterations thereto and the Bidhannagar Municipal Corporation has issued the Completion Certificate No. dated to such effect.
- J. Upon receipt of the consideration and other amount agreed to be paid by the Purchaser to the Promoter under the Said Sale Agreement, the Promoter has delivered the vacant and peaceful possession of the Said Apartment to the Purchaser on the day of 20.... to the satisfaction of the Purchaser.
- K. The Purchaser has now requested the Promoter and the Landowner to execute or cause to be executed the deed of conveyance and/or transfer in respect of the Said Apartment.
- L. The Promoter has nominated the as the Facility Manager for the purpose of maintenance and management of the Said Building, particularly the Common Areas and Amenities therein, in terms of


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the Said Sale Agreement and the said Facility Manager is now looking after such maintenance and management of the Common Areas and Amenities.

- M. In pursuance to the said Development Agreement the entirety of the amount agreed to be paid by the Promoter to the Landowner has already been paid and satisfied from time to time.
- N. At or before the execution of this Deed of Conveyance, the Purchaser has fully satisfied himself/herself/itself/ themselves and represented the following:
- (a) The Purchaser has caused due diligence and has satisfied himself/herself/itself/themselves with regard to the rights, title and entitlement of the Landowner in the Entire Property (including the Project Land) and of the Promoter in respect of the Said Apartment, Project Land and the Said Building constructed at a portion of the Project Land.
 - (b) The Purchaser has satisfied himself/herself/itself/themselves that the said Project Land and the Said Building erected thereupon is free from all encumbrances and about the Promoter's entitlement to develop the said Project Land and also to transfer or otherwise deal with various apartments/units/constructed spaces therein without any restrictions.
 - (c) The Purchaser has duly inspected and satisfied himself/herself/ itself/ themselves 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 itself with regard to the area, specification, flooring, fixtures and fittings of the Said Apartment.
 - (e) The Purchaser has duly satisfied himself/herself/itself/themselves 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 any portion of the said Project Land.
 - (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 Apartment and that the Purchaser will


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not have any right whatsoever over and in respect of the other parts and portions of the said Project Land.

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

NOW THIS DEED OF CONVEYANCE WITNESSETH as follows:


I. **THAT** in the premises aforesaid and in pursuance of the said agreements and in further consideration of the sum of Rs.-/- (Rupees) only of the lawful money of the Union of India well and truly paid by the Purchaser to the Promoter at or before the execution hereof and apportioned out of the total consideration paid by the Promoter to the Landowner in terms of the said Development Agreement (receipt whereof the Promoter doth hereby and also by the receipt hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof the Promoter and the Landowner and each of them doth hereby acquit release and discharge the Purchaser and also the Said Apartment, the Undivided Share and the properties appurtenant thereto hereby intended to be sold and transferred) the Promoter with the consent and concurrence of the Landowner doth hereby sell transfer convey assure and assign and the Landowner hereby confirms unto and in favour of the Purchaser herein **All That** flat/ shop / unit No. having carpet area of square feet together with exclusive balcony area of square feet together with appurtenant open terrace area of square feet, be the same a little more or less, on the floor and of the proportionate undivided share in the Common Areas to be used in common with other purchasers in the Project and also the external wall/column area of the Said Apartment/ shop / unit, consisting of square feet of super built-up area, be the same a little more or less, together with the right to use nos. open / covered car parking space at the open compound/ ground / basement floor of the Said Building constructed and situate at a portion of the said Project Land (morefully and particularly described in the **Second Schedule** hereunder written and hereinafter for the sake of brevity collectively referred to as the **Said Apartment**) **together with** the rights to use the Common Areas and Amenities in common with the Promoter, the Landowner, co-purchasers and other lawful occupiers/users of the other units at the Said Building and General Common Elements along with the owners/ occupiers of the building proposed to be erected at a portion of the Remaining Land (morefully and particularly mentioned and described in the **Third Schedule** hereunder written) **AND ALSO All That** undivided proportionate share in the land comprised in the said Project Land attributable to the Said Apartment, (hereinafter referred to as the said **Undivided Share**) **AND** for the purpose of beneficial use and enjoyment of the Said Apartment and in discharge of its obligation under the said Development Agreement the Landowner, at the request of the Promoter, hereby confirm transfer release


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relinquish and disclaim all its right title interest into or upon **All That** the undivided impartible proportionate share in the land comprised at the said Project Land attributable to the Said Apartment (hereinafter Said Apartment and the said Undivided Share are collectively referred to as the **Said Apartment And The Properties Appurtenant Thereto**) **AND ALL** the estate right title interest property claim and demand whatsoever of the Promoter and the Landowner into or upon the Said Apartment **AND TOGETHER WITH** easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the Said Apartment as set out in the **Fourth Schedule** hereunder written **TO HAVE AND TO HOLD** the Said Apartment And The Properties Appurtenant Thereto hereby sold transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser absolutely and forever **SUBJECT NEVERTHELESS TO** the Purchaser's covenants and obligations and agreements hereunder contained and on the part of the Purchaser to be observed fulfilled and performed (including the restrictions and obligations contained in the **Sixth Schedule** hereunder written) **AND ALSO SUBJECT** to the Purchaser paying and discharging all municipal and other rates taxes and impositions on the Said Apartment wholly and the Common Expenses proportionately and all other outgoing in connection with the Said Apartment wholly on and from the date of taking over possession of the Said Apartment by the Purchaser from the Promoter as mentioned hereinbefore **BUT EXCEPTING AND RESERVING** unto the Promoter and the Landowner and the persons deriving title from the Promoter and the Landowner such easements quasi-easements and rights and privileges as set out in the **Fifth Schedule** hereunder written.

II. AND THE LANDOWNER AND THE PROMOTER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

- (a) The Landowner and the Promoter are now lawfully seised and possessed of and/or otherwise well and sufficiently entitled to and has good right full power and absolute authority to grant convey transfer sell and assign the Said Apartment and the Properties Appurtenant Thereto hereby granted sold conveyed transferred assigned or intended so to be and every part thereof unto and to the use of the Purchaser in the manner as aforesaid.
- (b) The Said Apartment and the Properties Appurtenant Thereto hereby sold granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases lispens debuttar or trust made or suffered by the Landowner and the Promoter or any person or persons having or lawfully or equitably claiming any estate


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or interest therein through under or in trust for the Landowner and the Promoter.

- (c) It shall be lawful for the Purchaser, from time to time, and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the Said Apartment and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Landowner and the Promoter or any person or persons claiming through under or in trust for the Landowner and/or the Promoter.
- (d) The Landowner and the Promoter shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better and more perfectly assuring the Said Apartment and the Properties Appurtenant Thereto hereby granted sold conveyed and transferred unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required.

III. AND THE PURCHASER DOTH HEREBY COVENANT WITH THE LANDOWNER AND THE PROMOTER as follows: -

- (1) The Purchaser so as to bind himself/herself/itself/themselves to the Landowner and the Promoter and the owners of other apartments in the Said Building and so that this covenant shall be for the benefit of the Said Building and other apartments thereon and every part thereof hereby covenants with the Landowner and the Promoter and with all the owners of other apartments in the Said Building that the Purchaser and all other persons deriving title under him/her/it/them will at all times hereafter observe the terms conditions covenants restrictions set-forth herein and also in the **Said Sale Agreement**.
- (2) The Purchaser has examined the construction of the Said Building and the Said Apartment (including the area comprised therein) and the facilities and amenities provided in the Said Building for use of the Purchaser and has fully satisfied himself/herself/itself/themselves with regard thereto and shall not raise any question or objection or make any claim or demand whatsoever against the Promoter and the Landowner with regard thereto.


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- (3) The Purchaser and all other persons deriving title under it shall and will at all-time hereafter shall observe the restrictions set-forth in the **Sixth Schedule** hereunder written.
- (4) As a matter of necessity, the Purchaser, in using and enjoying the Said Apartment and the Common Areas and Amenities binds himself/herself/itself/themselves and covenants to observe fulfill and perform the rules regulations obligations covenants and restrictions as may be made applicable by the Facility Manager and the Association (on its formation) from time to time for the quiet and peaceful use enjoyment and management of the Common Areas and Amenities and other common purposes.
- (5) The Purchaser shall regularly and punctually pay to the Facility Manager, the amounts charges expenses taxes and outgoings as are mentioned and contained in the Said Sale Agreement including, *inter-alia*, the following:-
- (a) Municipal rates and taxes, drainage tax, tube-well tax, water tax (if any) assessed on or in respect of the Said Apartment directly to the Bidhannagar Municipal Corporation **Provided That** so long as the Said Apartment 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 Bidhannagar Municipal Corporation proportionate share of all such rates and taxes assessed on the Said Building, Project and/or the Project Land;
 - (b) All other taxes impositions levies cess surcharges and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the Said Apartment and/or the Said Building and/or the Project Land and whether demanded from or payable by the Purchaser or the Landowner and the Promoter and the same shall be paid by the Purchaser wholly in case the same relates to the Said Apartment and proportionately in case the same relates to the Said Building, Project and/or the Project Land.
 - (c) Electricity charges for electricity consumed in or relating to the Said Apartment, the Purchaser shall pay electricity charges to the Facility Manager based on the reading shown in the sub-meter provided for the Said Apartment at the rate at which the Promoter/ Facility Manager shall be liable to pay the same to the electricity supply authority (including additional duties, levies, surcharge, minimum demand charge, etc. as well as the


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- proportionate charges for transmission loss of power in the process of distribution of power from the transformer/ sub-station to the various apartments in the Said Building), if the electricity connection is provided to the Said Apartment from the common power sub-station installed for the Said Building;
- (d) Charges for enjoying and/or availing power from the common generator and also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for the Said Apartment, wholly and if in common with the owners of other apartments in the Said Building, proportionately;
- (e) Proportionate share of all Common Expenses payable to the Facility Manager from month to month after the initial period of 12 months from the Possession Date. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Facility Manager, a minimum charge calculated @ Rs. (Rupees) only per month per square foot of super built-up area of the Said Apartment. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Facility Manager and/or the Association (on its formation and taking over the management and maintenance function) 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.
- (f) 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 cess duties impositions and/or outgoings proportionately or wholly as the case may be (including delayed payment surcharge as charged by the electricity supply authority from its consumers for the delayed payment of its bills).
- (6) The liability of the Purchaser for payment of all or any of the amounts specified in clauses 3(a) to 3(f) hereinabove, unless otherwise stated, shall be with effect from the date of delivery of possession of the Said Apartment by the Promoter to the Purchaser as mentioned herein before and the Purchaser shall remain liable to indemnify and keep indemnified the Promoter and the Landowner for all liabilities due to non-fulfillment by the Purchaser of the obligations contained herein.
- (7) Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein above shall be made within 7th day of the month for


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which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 (seven) days of the demand being made by the Facility Manager. The bills and demands for the amounts payable by the Purchaser shall be deemed to have been served upon the Purchaser, in case the same is left in the Said Apartment or in the letter box at the ground floor of the Said Building earmarked for the Said Apartment.

- (8) The Purchaser hereby acknowledges that the covenants regarding use and enjoyment of the Common Areas and Amenities as well as regular and timely payment of the Common Expenses are “must” and non-payment thereof is likely to adversely affect the interest of the owners and/or occupiers of other Apartments in the Said Building and that non-payment of such maintenance charges is likely to cause malicious loss and damages to the owners and/or occupiers of other Apartments in the Said Building and as such in the event of any default on the part of the Purchaser in making payment of such maintenance charges then and in that event without prejudice to any other rights, the Promoter/Association/ Facility Manager shall be entitled to and are hereby authorized (i) to disconnect the supply of power back up, (ii) to prevent the use of the Common Amenities and other facilities in the Said Building and the same shall not be restored till such time the amounts so remaining outstanding are paid with interest at the rate of prevailing State Bank of India (SBI) Prime Lending Rate plus 2% (two percent) per annum, for the period of delay, computed from the date the payment became due till the date of payment and the Purchaser hereby further waives the right for service of notice in the event of any default in non-payment of such common expenses.
- (9) The Purchaser shall keep the Said Apartment and partition walls, sewers, drains, pipes, cables, wires, entrance and main entrance, exclusively serving the Said Apartment, in good and substantial repair and condition so as to support shelter and protect the Said Building. In particular and without prejudice to the generality to the foregoing, the Purchaser doth hereby covenant that the Purchaser shall not make any form of alteration in the beams and columns passing through the Said Apartment and shall indemnify and keep the Promoter, Landowner and the Facility Manager saved harmless and indemnified in respect thereof.
- (10) The Purchaser shall maintain at his/her/its/their own costs, the Said Apartment in the same good condition state and order in which the same now is and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire


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Services Act, 1950 and the rules made thereunder) of the Government, Bidhannagar Municipal Corporation, Kolkata Metropolitan Development Authority, WBSEB/ WBSEDCL, Fire Brigade and/or any statutory authority and/or local body with regards to the user and maintenance of the Said Apartment as well as the Common Areas and Amenities at the Saltee Splendora and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter, Landowner and the Facility Manager saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that the Promoter, the Landowner and/or the Facility Manager may suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Purchaser.

- (11) The provisions terms conditions and covenants pertaining to defaults in payments or deposits of the common maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Purchaser, as aforesaid, as also pertaining to Purchaser's right of user and enjoyment of the Said Apartment and the Common Areas and Amenities in common with the Promoter, the Landowner and other lawful owners/ occupiers/users of other units at the Said Building and General Common Elements along with the owners/ occupiers of the building proposed to be erected at a portion of the Remaining Land, and other provisions relating to Common Areas and Amenities shall be the same as are contained in the Said Sale Agreement whereby the Purchaser had agreed to purchase the Said Apartment (save to the extent modified by these presents), all of which shall apply mutatis mutandis, and the same are not repeated herein and the Purchaser shall be bound to observe fulfill and comply with the same and shall also be liable for consequences for non-compliance or non-fulfillment in the same manner as therein contained.
- (12) The Purchaser shall within six months from the date hereof apply for and obtain at his/her/its/their costs separate assessment and mutation of the Said Apartment in the records of the Bidhannagar Municipal Corporation and the Landowner and the Promoter shall fully co-operate with the Purchaser for the same.

IV. AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows: -

- (a) In addition to the terms defined in this Deed of Conveyance, capitalized terms used in this Deed shall have the meanings given to them in the


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Tenth Schedule to the Said Sale Agreement. Any provision of definition of the Said Sale Agreement incorporated by reference in this Deed shall be deemed to be modified only to the extent necessary so as to conform to the terminology used in this Deed.

- (b) The properties and rights hereby sold to the Purchaser is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed and clarified that any transfer of the Said Apartment and the Properties Appurtenant Thereto by the Purchaser shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
- (c) The right of the Purchaser shall remain restricted to the Said Apartment and the Properties Appurtenant Thereto.
- (d) The Said Building shall always be known as “Saltee Splendora” or under such other name as may be determined by the Promoter.
- (e) AND it is hereby agreed by and between the Parties hereto that save and except what has been expressly provided for herein the terms, conditions and stipulations as are contained and recorded in the Said Sale Agreement shall be binding on the Purchaser and in the event of any conflict between terms, conditions and stipulations herein contained and the Said Sale Agreement, the terms, conditions and stipulations herein contained shall prevail over the terms conditions and stipulations contained in the Said Sale Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO:

Part - I

(Devolution of title of the ‘Said Land’)

1. By an Indenture of Conveyance dated the 20th day of October 1993 made between Sri Manoj Chatterjee, therein referred to as the Vendor of the One Part and M/s Shivam Builders & Developers represented by its partners (1) Sri Pawan Kumar Sureka, (2) Sri Pradeep Kumar Sureka, (3) Sri Shashi Kumar Shah, (4) Sri Ravi Kumar Shah, (5) Smt. Chanda Devi Agarwal, (6) Smt. Anuradha Devi Bhatler, (7) Smt. Kamala Devi Bhatler, (8A) Sri Sushil Kumar Bhatler, (8B) Shri Sharad Kumar Bhatler and (9) Shri Abhay Kumar Agarwal, therein referred to as the Purchaser of the Other Part duly registered at the office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City) and recorded in Book No.1 Volume No.178 Pages 119 to 128 Being No. 8309 for the year 1993, said Sri Manoj Chatterjee for the consideration mentioned therein sold transferred and conveyed unto and to the said


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M/s Shivam Builders & Developers All That piece or parcel of land measuring in aggregate 164 Sataks more or less comprised in (1) R.S. Dag No. 3403 (P) measuring 7 (seven) Satak Sali Land, (2) R.S. Dag No. 3405 (P) measuring 3(three) Satak Sali Land, (3) **R.S. Dag No. 3416** measuring 37 (thirty seven) Satak Bagan Land, (4) western part of R.S. Dag No. 3403 (P) measuring 8 (eight) Satak Sali Land, (5) Western part of R.S. Dag No. 3405 (P) measuring 4(four) Satak Sali Land, (6) R.S. Dag No. 3394 (as rectified by the registered Deed of Declaration dated 1st day of July 1999) measuring 12 (twelve) Satak Bagan Land, (7) R.S. Dag No. 3397 measuring 24 (twenty four) Satak Bagan Land and (8) **R.S. Dag No. 3412** measuring 69 (sixty nine) Satak Bagan Land in Mouza Gopalpur, J.L. No.2, District North 24 Parganas, more fully and particularly described in Part-I and Part-II of the Schedule thereunder written.

2. By another Indenture of Conveyance dated the 20th day of October 1993 made between Smt. Anuva Chatterjee, therein referred to as the Vendor of the One Part and M/s Shivam Builders & Developers represented by its partners (1) Sri Pawan Kumar Sureka, (2) Sri Pradeep Kumar Sureka, (3) Sri Shashi Kumar Shah, (4) Sri Ravi Kumar Shah, (5) Smt. Chanda Devi Agarwal, (6) Smt. Anuradha Devi Bhattar, (7) Smt. Kamala Devi Bhattar, (8A) Sri Sushil Kumar Bhattar, (8B) Shri Sharad Kumar Bhattar and (9) Shri Abhay Kumar Agarwal, therein referred to as the Purchaser of the Other Part duly registered at the office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City) and recorded in Book No.1 Volume No.No. 178 Pages 107 to 118 Being No. 8308 for the year 1993, said Smt. Anuva Chatterjee for the consideration mentioned therein sold transferred and conveyed unto and to the said M/s Shivam Builders & Developers All That piece or parcel of land measuring in aggregate 169 Sataks more or less comprised in (1) Eastern Part of the R.S. Dag No. 3403 (P) measuring 8 (eight) Satak Sali Land, (2) Eastern Part of the R.S. Dag No. 3405 (P) measuring 4(four) Satak Sali Land, (3) R.S. Dag No. 3396 measuring 19(nineteen) Satak Doba, (4) R.S. Dag No. 3395 measuring 27 (twenty seven) Satak Bagan Land, (5) **R.S. Dag No. 3399** measuring 48 (forty eight) Satak Bagan Land, (6) R.S. Dag No. 3403 measuring 7 (seven) Satak Sali Land, (7) R.S. Dag No. 3405 measuring 2 (two) Satak Sali Land, (8) R.S. Dag No. 3387 measuring 18 (eighteen) Satak Sali Land, (9) **R.S. Dag No. 3413** measuring 26 (twenty six) Satak Bagan Land and (10) R.S. Dag No. 3398 measuring 10 (ten) Satak Bastu Land in Mouza Gopalpur, J.L. No.2, District North 24 Parganas, more fully and particularly described in Part-I, Part-II and Part-III of the Schedule thereunder written.

3. By a Deed of Sale dated the 31st day of May 1994 made between Sri Nemai Chandra Ghosh, therein referred to as the Vendor of the One Part and M/s Shivam Builders & Developers represented by its partners (1) Sri Pawan Kumar Sureka, (2) Sri Pradeep Kumar Sureka, (3) Sri Shashi Kumar Shah, (4) Sri Ravi Kumar Shah,



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(5) Smt. Chanda Devi Agarwal, (6) Smt. Anuradha Devi Bhattar, (7) Smt. Kamala Devi Bhattar, (8A) Sri Sushil Kumar Bhattar, (8B) Shri Sharad Kumar Bhattar and (9) Shri Abhay Kumar Agarwal, therein referred to as the Purchaser of the Other Part duly registered at the office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City) and recorded in Book No.1 Volume No. 64 Pages 349 to 356 Being No. 2593 for the year 1999, said Sri Nemaï Chandra Ghosh for the consideration mentioned therein sold transferred and conveyed unto and to the said M/s Shivam Builders & Developers All That piece or parcel of Sali land measuring 09 Satak appertaining to R.S. Dag No. 3392 in Mouza Gopalpur, J.L. No. 2, District North 24 Parganas, more fully and particularly described in the Schedule thereunder written.

4. By another Deed of Sale dated the 6th day of July 1994 made between (1) Sri Narayan Chandra Mondal and (2) Baidyanath Mondal, therein jointly referred to as the Vendors of the One Part and M/s Shivam Builders & Developers represented by its partners (1) Sri Pawan Kumar Sureka, (2) Sri Pradeep Kumar Sureka, (3) Sri Shashi Kumar Shah, (4) Sri Ravi Kumar Shah, (5) Smt. Chanda Devi Agarwal, (6) Smt. Anuradha Devi Bhattar, (7) Smt. Kamala Devi Bhattar, (8A) Sri Sushil Kumar Bhattar, (8B) Shri Sharad Kumar Bhattar and (9) Shri Abhay Kumar Agarwal, therein referred to as the Purchaser of the Other Part duly registered at the office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City) and recorded in Book No.1 Volume No. 98 Pages 303 to 310 Being No. 4547 for the year 1994 said Sri Narayan Chandra Mondal and Baidyanath Mondal for the consideration mentioned therein sold transferred and conveyed unto and to the said M/s Shivam Builders & Developers All That piece or parcel of Sali land measuring 13 Satak appertaining to R.S. Dag No. 3393 in Mouza Gopalpur, J.L. No.2, District North 24 Parganas, more fully and particularly described in Part-I and Part-II of the Schedule thereunder written.

5. By virtue of the above, said M/s Shivam Builders & Developers represented by its partners became absolutely seised and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing in aggregate an area of 355 Satak more or less comprised in following R.S. Dag Numbers in Mouza Gopalpur, J.L. No.2, P.S. Rajarhat in District of North 24 Parganas: -

R.S. Dag No.		Land Area (in Satak)
3403 (P)		07
3405 (P)		03
3416		37
3403 (P)		08
3405 (P)		04



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3394		12
3397		24
3412		69
3403 (P)		08
3405 (P)		04
3396		19
3395		27
3399		48
3403 (P)		07
3405 (P)		02
3387		18
3413		26
3398		10
3392		09
3393		13
Total	:	355

6. Said partnership firm viz. M/s Shivam Builders & Developers was constituted by a Deed of Partnership dated 02nd day of April 1993 made between Pawan Kumar Sureka, Pradeep Kumar Sureka, Shashi Kumar Shah, Ravi Kumar Shah, Smt. Chanda Devi Agarwal, Abhay Kumar Agarwal, Smt. Anuradha Devi Bhattar, Smt. Kamala Devi Bhattar, Sushil Kumar Bhattar and Sharad Kumar Bhattar for the purpose of carrying on the business of builders, developers, promoters and/or dealers in respect of real estates in terms of the said Deed of Partnership and the partnership firm was duly registered with the Registrar of Firms, West Bengal.

7. Since then the partners of the said M/s Shivam Builders & Developers formed themselves into a Joint Stock Company within the meaning of the Companies Act 1956 and got the same registered with the Registrar of Companies, West Bengal under Part-IX of the Companies Act 1956 on 12th day of January 1996 as a going concern with all its assets and liabilities under the name and style of Shivam Industrial Parks & Estates Limited, the Landowner herein.

8. In pursuance of the provisions of Section 575 of the Companies Act 1956 all the assets and properties of the said partnership firm of M/s Shivam Builders and Developers including the various plots of land mentioned hereinbefore became statutorily vested and/or stood transferred to the said Shivam Industrial Parks & Estates Limited.


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9. The Rajarhat-Gopalpur Municipality has since then separately assessed and numbered the aforesaid various plots of land as a single unit and as Municipal Holding No. RGM 3/221 and thereafter renumbered as Holding No. RGM 5/148, Block-A, Jagardanga, within the limits of Ward No. 05 (formerly Ward No.03) of the Rajarhat-Gopalpur Municipality and mutated the name of said Shivam Industrial Parks & Estates Limited in their records as owner thereof.

10. Name of the Shivam Industrial Parks & Estates Limited has also been mutated in the records of the Block Land & Land Reforms Officer, Rajarhat, North 24 Parganas as *raiyat* of the aforesaid plots of land.

11. Said owner Shivam Industrial Parks & Estates Limited duly applied before the appropriate authorities to change the character/ classification and/or for conversion of all its aforesaid plots of land into *Karkhana* (Industrial/ Commercial) for setting up of an Industrial Park and the Additional District Magistrate and District Land & Land Reforms Officer, North 24 Parganas, Barasat, being the Collector under section 4C of the WBLR Act, 1955 allowed the conversion of L.R. Plot Nos. 3396 (19 dec), 3395 (27 dec), 3399 (48 dec), 3387 (18 dec), 3413 (26 dec), 3397 (24 dec), 3412 (69 dec), 3416 (37 dec), 3398 (10 dec), 3394 (12 dec), 3393 (13 dec) and 3392 (09 dec) in LR Khatian No. 3692 at Mouza Gopalpur, JL No. 2, by his Memo No. LR/M&C/17/2000/118/L&LR(N) dated 18-01-2001 and Memo No. LR/M&C/5/ 2002/551/L&LR(N)/2001 dated 21-03-2003.

12. After getting required permissions and clearances for setting up the intended Industrial Park project at the said property, the Government of West Bengal by a notification dated 09/06/2006 issued under section 4 of the Land Acquisition Act, 1894 sought to acquire a portion of the Said Land measuring 2.96 Acres situated and lying at R.S. Plot Nos. 3393 (0.13 acre), 3394 (0.12 acre), 3395 (0.27 acre), 3396 (0.19 acre), 3397 (0.24 acre), 3398 (0.10 acre), 3399 (0.48 acre), 3403 (0.30 acre), 3405 (0.13 acre), 3413 (0.26 acre), 3412 (Part - 0.37 acre), 3416 (0.37 acre) of Mouza Gopalpur, J.L. No. 2, Police Station Rajarhat, District North 24 Parganas for the purpose of Road Project connecting New Town Rajarhat Road and NH34 and also issued a declaration dated 07/08/2006 in that regard under section 6 of the said Act of 1894.

13. Challenging the acquisition proceedings initiated by the issue of said notification and declaration under the Land Acquisition Act the owner said Shivam Industrial Parks & Estates Limited filed a writ application before the Hon'ble High Court at Calcutta being W.P. No. 17498 of 2006 and after protracted legal proceedings, disputes between the parties have been settled as per terms recorded in the Terms of Settlement by which it was agreed *inter-alia* that (i) aforesaid notification dated 09th June 2006 in respect of land measuring 1.69 acres situated and lying at plot Nos. 3403, 3395, 3396, 3399, 3413, 3412, 3416, 3398 and 3393


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appertaining to L.R. Khatian No. 3692 of Mouza Gopalpur, Police Station Rajarhat, District North 24 Parganas is valid and in accordance with the provisions of the Land Acquisition Act, 1894; (ii) remaining 1.27 acres out of aforesaid 2.96 acres will be released from acquisition proceedings; and (iii) the Shivam Industrial Park and Estate Limited will accept, in lieu, 1.5 acres of land to be given by the State Government on payment of acquisition cost for the land which is situated adjacent to proposed road and held by Transport Department, Government of West Bengal as their surplus land.

14. Accordingly, on application made by the parties along with the said terms of settlement, the Hon'ble Supreme Court of India disposed of the SLP (Civil) No. 1348 of 2007 preferred by the authorities in terms of the said "Terms of Settlement" by its order and decree dated 13/05/2009.

15. Since then the Government of West Bengal has issued a fresh notification dated 09/04/2010 under section 4 of the Land Acquisition Act, 1894 to acquire the aforesaid portion of land measuring 1.690 Acres in aggregate situated and lying at R.S. Plot Nos. 3398 (0.10 acre), 3393 (Part 0.03 acre), 3395 (Part 0.25 acre), 3396 (Part 0.17 acre), 3399 (Part 0.28 acre), 3403 (Part 0.17 acre), 3405 (Part 0.12 acre), 3412 (Part - 0.23 acre), 3413 (Part 0.25 acre) and 3416 (Part 0.09 acre) of Mouza Gopalpur, Jurisdiction List No. 2, P.S. Rajarhat, District North 24 Parganas for the purpose of Road Project connecting NTP and NH-34 and also issued a declaration dated 30-12-2010 in that regard under section 6 of the said Act of 1894.

16. In the events aforesaid, Shivam Industrial Park and Estate Limited, the Landowner herein, become the absolute owner of the remaining portion of the aforesaid land measuring 355 Satak less 169 Satak acquired by the Government as aforesaid i.e. 186 Sataks (including 1.27 acres released from acquisition process as aforesaid) comprised in All Those R.S. Plot Nos. 3387 (0.18 acre), 3392 (0.09 acre), 3393 (Part 0.10 acre), 3394 (0.12 acre, as per RoR 0.13 acre), 3395 (Part 0.02 acre), 3396 (Part 0.02 acre), 3397 (0.24 acre), **3399** (Part 0.20 acre), 3403 (Part 0.13 acre), 3405 (Part 0.01 acre), **3412** (Part - 0.46 acre), **3413** (Part 0.01 acre) and **3416** (Part 0.28 acre) of Mouza Gopalpur, Jurisdiction List No. 2, P.S. Rajarhat, District North 24 Parganas (hereinafter referred to as the said '**Entire Property**').

17. Out of the said Entire Property, by an Agreement dated 7th day of April 2014 made between the said Shivam Industrial Park and Estate Limited, the Landowner herein, therein referred to as the Owner of the One Part and the Saltee Infrastructure Limited, the Promoter herein therein referred to as the Developer of the Other Part duly registered at the office of the District Sub-Registrar-II, North 24-Parganas at Barasat, and recorded in Book No. I, CD Volume Number 6, Pages from 3998 to 4018 Being No. 02768 for the year 2014 (hereinafter referred to as the '**Development Agreement**') the said Landowner for the consideration and on the


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terms and conditions contained and recorded therein granted exclusive right to the Promoter to develop **All Those** pieces and parcels of land measuring in aggregate an area of 91.5 Sataks (0.915 Acre) equivalent to 55.3575 Cottahs, more or less, in Mouza Gopalpur, J.L. No.2, Police Station: Airport (formerly Rajarhat), comprised in R.S./ L.R. Plot Nos. 3399 (Part, 0.20 acre), 3412 (Part, 0.425 acre), 3413 (Part, 0.01 acre) and 3416 (Part, 0.28 acre) under L.R. Khatian No. 3692 in the District of North 24 Parganas being the demarcated portion of the Municipal Holding No. RGM 5/148 (formerly RGM 3/221), Block-A, Jogardanga, within the limits of Ward No. 05 of the then Rajarhat-Gopalpur Municipality, morefully described in the **First Schedule** thereunder written and also described in **Part-II of the First Schedule** hereinabove written and hereinafter referred to as the “**Said Land**”.

18. Since then on application made by the said owner Shivam Industrial Parks & Estates Limited to further change the character/ classification and/or for conversion of its aforesaid plots of land, the Additional District Magistrate and District Land & Land Reforms Officer, North 24 Parganas, Barasat, being the Collector under section 4C of the West Bengal Land Reforms Act 1955, on cancellation of the certificates issued earlier, allowed the conversion of said L.R. Plot Nos. 3387 (0.18 acre), 3392 (0.09 acre), 3393 (0.10 acre), 3394 (0.13 acre), 3395 (0.02 acre), 3396 (0.02 acre), 3397 (0.24 acre), 3399 (0.20 acre), 3412 (0.46 acre), 3413 (0.01 acre) and 3416 (0.28 acre) in L.R. Khatian No. 3692 at Mouza Gopalpur, J.L. No. 2, P.S. Rajarhat, for Housing Complex by his Memo No. L-13011(11)/80/2014-DL&LRO/109648 dated 25.11.2014.

19. In the year 2015 the Government of West Bengal constituted and notified the Bidhannagar Municipal Corporation under the provisions of the West Bengal Municipal Corporation Act, 2006 comprising erstwhile municipal areas of Bidhannagar and Rajarhat-Gopalpur and panchayat areas of Mahishbathan-II Gram Panchayat with its head office at Bidhannagar in the District of North 24 Parganas. Since then the Said Entire Property is assessed as the Municipal Holding No. 148, Block-A, Gopalpur, Jagardanga, within the limits of Ward No. 5 of the Bidhannagar Municipal Corporation.

Part-II
(“**Said Land**”)

All That the demarcated piece and parcel of land containing an area of 0.915 Acre equivalent to 55.3575 Cottahs, be the same a little more or less, as shown and delineated in **Red** border in the map or plan annexed hereto being **Annexure-1**, comprised in Mouza Gopalpur, J.L. No.2, L.R. Khatian No. 3692,

R.S. / L.R. Dag No.	Area in Acre
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3399 (Part)		0.20
3412 (Part)		0.425
3413 (Part)		0.01
3416 (Part)		0.28
Total	:	0.915
Equivalent to	:	55.3575 Cottahs

situate lying at and being the demarcated portion of the Municipal Holding No. 148, Block-A, Gopalpur, Jagardanga, Rajarhat Six Lane Expressway, Pin Code - 700136, within the limits of Ward No. 5 of the Bidhannagar Municipal Corporation, (formerly Municipal Holding No. RGM 5/148 under the Rajarhat-Gopalpur Municipality), Police Station Airport (formerly Rajarhat), in the District of North 24 Parganas butted and bounded on the **North** by R.S./L.R. Dag No. 3417; on the **East** by R.S./L.R. Dag Nos. 3453, 3454, 3411, 3400 and 3401; on the **South** partly by R.S./L.R. Dag No. 3411 and partly by R.S./ L.R. Dag No. 3401; and on the **West** by Northern Expressway; OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situate butted bounded called known numbered described or distinguished.

Part-III
(‘Project Land’)

All That the demarcated piece and parcel of land containing an area of 2,958 square metres equivalent to 31,839.62 square feet or 44.22 Cottahs, be the same a little more or less, as shown and delineated in border in the map or plan annexed hereto being **Annexure-1**, in Mouza Gopalpur, J.L. No.2, Police Station: Airport (formerly Rajarhat), comprised in R.S./ L.R. Plot Nos. 3412 (Part, 1,577.42 sq.mtrs.), 3413 (Part, 0.01 acre) and 3416 (Part, 0.28 acre) under L.R. Khatian No. 3692 in the District of North 24 Parganas being the demarcated northern portion of the Said Land forming part of the said Municipal Holding No. 148, Block-A, Gopalpur, Jagardanga, Rajarhat Six Lane Expressway, Pin Code: 700136, within the limits of Ward No. 5 of the Bidhannagar Municipal Corporation, (formerly Municipal Holding No. RGM 5/148 under the Rajarhat-Gopalpur Municipality) whereupon the multi-storied residential building is being erected.

Part-IV
(‘Remaining Land’)

All That the demarcated piece and parcel of land containing an area of 744.845 square metres equivalent to 8,017.44 square feet or 11.14 Cottahs, be the same a little more or less, as shown and delineated in border in the map or plan


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annexed hereto being **Annexure-1**, in Mouza Gopalpur, J.L. No.2, Police Station: Airport (formerly Rajarhat), comprised in R.S./ L.R. Plot Nos. 3412 (Part, 142.53 sq.mtrs.) and 3399 (Part, 0.20 acre) under L.R. Khatian No. 3692 in the District of North 24 Parganas being the demarcated southern portion of the Said Land forming part of the said Municipal Holding No. 148, Block-A, Gopalpur, Jagardanga, Rajarhat Six Lane Expressway, Pin Code: 700136, within the limits of Ward No. 5 of the Bidhannagar Municipal Corporation, whereupon the commercial building is to be built upon.

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

ALL THAT the flat/ shop / unit No. having carpet area of square feet together with exclusive balcony area of square feet and together with appurtenant open terrace area of square feet, more or less, on the floor and of the proportionate undivided share in the Common Areas to be used in common with purchasers of other Apartments in the Project and also the external wall/column area of the Said Apartment/ shop / unit, being square feet more or less, thus consisting of square feet of super built-up area, be the same a little more or less, of the building under construction commonly known as **Saltee Splendor**, TOGETHER WITH the right to use nos. open/ top covered car parking space admeasuring square feet each at the open compound/ ground/ basement floor of the Said Building erected at a portion of the Project Land described in the **Part-III of the First Schedule** hereinabove written and the floor plan of the Said Apartment/ shop / unit is annexed hereto being **Annexure-2** and shown in border thereon.

THE THIRD SCHEDULE ABOVE REFERRED TO:

**Part – I
(COMMON AREAS)**

- (a) Lobbies, paths, passages, driveways, staircases, staircase landings, landings, corridors, entrance and exits of the Said Building.
- (b) Stair head room, electric meter room, pump room, transformer room, generator space.
- (c) Lift machine room, lift chute and lift well.
- (d) Swimming Pool, Change Room, Wash Room, Pool side Lounge cum Banquet, Kitchen, Gymnasium, Card and Table Room.
- (e) Common installations including Yoga Area, Play Area, Bar-Be-Que on the roof above the top floor.


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Part – II
(Common Amenities)

- (a) The beams, foundations, supports, columns, main walls, boundary walls of the Project.
- (b) Plumbing (PHE) system including installation of common services such as water, pumps, ducts, etc.
- (c) Sewage drains, sewerage pits and pipes (save those inside any flat).
- (d) Electrical Installations including wiring and accessories (save those inside any apartment) for receiving electricity from Electricity Supply Agency to all the flats/ units/ shops and other areas in the Building/s and common portions within the Project.
- (e) Wiring and accessories for providing stand by power to all the flats and common areas within the said Building
- (f) Automatic Lift and lift machinery.
- (g) Firefighting System with Fire Refuge Platform.
- (h) Generator
- (i) Transformer (if required to be installed)
- (j) Overhead and underground water reservoirs, water pipes, sewerage pipes (save those inside any flat)
- (k) Intercom facility in each flat connected to the main gate.
- (l) Other areas and installations and/or equipments and facilities as may be provided by the Promoter in the said Project for common use and enjoyment.

It is expressly made clear that the space reserved for the open car parking spaces allotted to buyers of some flats/units or the spaces reserved or alienated to any third party shall not form part of the Common Areas and Amenities under any circumstance.

Part – III
(General Common Elements)

- (a) Sewerage Treatment Plant including sewerage pipes and systems;
- (b) Tube-well, water pump, water inlet point and motor with installation and room therefor;
- (c) Transformer room and power substation (if the electricity connection is provided to the building at the Project Land as well as the building to be constructed at the Remaining Land from the common power sub-station / transformer);
- (d) Fire water reservoir, if any, and the related water pump and pump room.


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THE FOURTH SCHEDULE ABOVE REFERRED TO
[Easement or quasi-easement and provisions for the Purchaser for
beneficial use of the Said Apartment]

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 Apartment 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 Landowner the rights easements quasi easements privileges and appurtenances hereinafter morefully and particularly set forth in the **Fifth Schedule** hereto.
2. The right of access and way in common with the Promoter and Landowner 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 Amenities.
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 Apartment 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, Landowner and/or owners/ occupiers of other Apartments in the Said Building entitled to such way as aforesaid.
4. The right of protection of the Said Apartment 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 Apartment through pipes drains wires and conduits lying or being in under through or over the other parts of the Said Building/ Said Land so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the Said Apartment.
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 Amenities 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 forty-eight hours previous notices in writing of his intention so to enter


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to the Promoter, the Association and/or the Facility Manager and/or owners/occupiers affected thereby.

THE FIFTH SCHEDULE ABOVE REFERRED TO
[Easements excepted out of the sale and reserved for the Promoter and Landowner]

(The under mentioned rights easements and quasi easements privileges and appurtenances shall be reserved for the Promoter, Landowner and owners/occupiers/ users of the other Apartments 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 Amenities.
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 Apartment) or the other parts of the Said Building through pipes drains wires conduits lying or being in under through or over the Said Apartment and all other parts of the Said Building and/or the Said Land 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 protection of other part or parts of the Said Building by all parts of the Said Apartment 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 Apartment 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 Facility Manager 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.

THE SIXTH SCHEDULE ABOVE REFERRED TO
[Restriction imposed on the Purchaser]



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As from the date of possession of the Said Apartment the Purchaser agrees and covenants as follows: -

1. The Purchaser shall not put any nameplate or letter box or neon-sign board in the common areas or on the outside wall of the Said Building save a letter box in the ground floor at the place as be approved or provided by the Promoter **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of the Said Apartment. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the Said Apartment.
2. Not to deposit or throw or permit to be deposited or thrown any dirt, rubbish or other refuse or waste in the roof, staircase, lobby, landing, pathways, passages or in any other Common Areas of the Said Building or in the compound or any portion of the Said Building or into the lavatories, cisterns, water or soil pipes in or for the Said Apartment except in the garbage bins to be provided on the ground floor of the Said Building.
3. Not to make in the Said Apartment any structural addition such as to beams, columns, pillars, partition walls, etc. or improvement of a permanent nature excepts with the prior approval in writing of the concerned authority.
4. Not to hang or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the Said Building or any part thereof.
5. Not to do or cause to be done anything in or around the Said Apartment which may cause or lend to cause or tantamount to cause damage to effect damage to the RCC structure pillars beams columns foundation of the Said Building or any flooring ceiling walls of the Said Apartment or adjacent to the Said Apartment.
6. Not to affix or draw any new wires, cables, conduits, pipes from and to or through any of the Common Areas or outside walls of the Said Apartment / Said Building or any portion thereof.
7. Not to keep any heavy articles or things which are likely to damage the floor of the Said Apartment or the structural stability of the Said Building or operate any machine save the usual equipment and appliances for residential apartment.
8. Not to install or keep or operate any generator in the Said Apartment or in any other common areas of the Said Building save the battery-operated invertor inside the Said Apartment.



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9. Not to demolish or cause to be demolished the Said Apartment or any part thereof during the lifetime of the Said Building and/or affecting structural stability of the Said Building.
10. Not to store or bring and allow to be stored and brought in the Said Apartment any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the Said Building or any portion of any fittings or fixtures thereof including windows doors floors etc. in any manner.
11. Not to fix or install window/split air conditioners in the Said Apartment save and except at the places which have been specified in the Said Apartment for such installation.
12. Not to do or cause anything to be done in or around the Said Apartment which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling or any other portion over below or adjacent to the Said Apartment.
13. Not to damage or demolish or cause to be damaged or demolished the Said Apartment or any part thereof or the fittings affixed thereto.
14. Not to close or permit the closing of verandas or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of verandas lounge or any, external walls or the fences of external doors and windows, including grills of the Said Apartment which in the opinion of the Promoter (the Association, on its formation) differ from the colour scheme of the Said Building or which in the opinion of the Promoter may affect the elevation in respect of the exterior walls of the Said Building.
15. Not to install grills, the design of which have not been suggested and approved by the Architect.
16. Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the Said Apartment or any part of the Said Building or cause increased premium to be payable in respect thereof if the Said Building is insured.
17. Not to make in the Said Apartment any structural addition and/or alterations such as beams, columns or improvements of a permanent nature except with the prior approval in writing of the competent authorities.
18. Not to do any act deed or thing whereby the Promoter is prevented from selling assigning or disposing of the other flats/units/ constructed areas and other saleable spaces in the Said Building / said Project.


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19. Not to keep, raise and breed any animal, reptile or bird in the Said Apartment or anywhere else at the Project except the pets under approval of the Promoter and the Association upon its formation provided they are not kept or bred for any commercial purpose and are housed within the Apartment and abided by all applicable rules and regulations.
20. Not to make any animal sacrifices at the common areas or any part of the Project.
21. The Purchaser shall not fix or install an antenna on the roof or terrace of the Said Building nor shall fix any window antenna.
22. Not to use the Said Apartment or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the Said Building or to the owners and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a boarding house, club house, nursing house, amusement or entertainment, medical or lawyer's chamber or a training and coaching centre, eating or catering place, dispensary or a meeting place or for any commercial industrial activities whatsoever. The Purchaser shall keep the Said Apartment and every part thereof and all fixtures and fitting therein properly painted and in good repairs and in a neat and clean condition as decent and respectable place of residence.
23. Similarly, shall not keep in the parking place, anything other than private motor car and shall not raise or put up any kutcha or pucca construction grilled wall/ enclosure thereon or part thereof and shall keep it always open as before, dwelling or staking of any person or blocking by putting any articles shall not be permitted.
24. Not to use or permit to be used the allocated car parking space any other purposes whatsoever other than parking of its own vehicle.
25. Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to him/her/it and shall use the pathways as would be decided by the Promoter.
26. To abide by such building rules and regulations as may be made applicable by the Facility Manager and adhere to the Building rules and regulations of such Facility Manager.

IN WITNESS WHEREOF the parties hereto have put their respective hands and seals the day, month and year first above written.


PRADIP KUMAR SONI.

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

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

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



PRADIP KUMAR SOM,

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED of and from the within-named Purchaser the within mentioned sum of Rs...../- (Rupees) only being the total consideration amount payable under these presents as per Memo written below:

MEMO OF CONSIDERATION

Date	Particulars	Amount (Rs.)

(Rupees only)

Witnesses:

(the Promoter)

This is a model form of the Deed of Conveyance / Sale Deed, which may be modified and adopted in each case having regard to the facts and circumstances of the respective case; Provided that the clauses in this Deed shall not be inconsistent with the provisions of the West Bengal Housing Industry Regulation Act, 2017 or the Rules and Regulations made thereunder.


Pradip Kumar Som.