

**DEED OF CONVEYANCE**

**THIS INDENTURE** is made on this \_\_\_\_ day of \_\_\_\_\_ 2024

**BETWEEN**

**M/S. ANITA ENTERPRISE** (A Partnership Firm within the meaning of Indian Partnership Act, 1932) (PAN: AADFA9462H), having its registered Office at 53C/1, Dr. S.C. Banerjee Road, P.S. Beliaghata, Kolkata-700010 and having its Branch Office at 7, G.T. Road (East), P.O. & P.S. Barddhaman, Dist. Purba Barddhaman, Pin-713103 and has its Principal place of Business at Anita Cinema, Anita Cinema Lane, P.O. & P.S. Barddhaman, Dist Purba Barddhaman, Pin-713101 and represented by its Managing cum Representative Partner namely **Sri Monoranjan Mondal**, (PAN: AFGPM8993P) Son of Late Gour Chand Mondal, by faith Hindu, by occupation Business, permanent resident of 7, G.T. Road (East), P.O. & P.S. Barddhaman, Dist. Purba Barddhaman, Pin-713103 and presently residing at 53C/1, Dr. S.C. Banerjee Road, P.S. Beliaghata, Kolkata-700010; *hereinafter called and referred as the OWNER (which express or shall unless excluded his/its respective heirs, executors, administrators, legal representative and assigns) of the party of the FIRST PART/ONE PART.*

**AND**

**ESHA INVESTMENT & TRADING PVT LTD.** (A Private Limited Company being registered as per Indian Companies Act, 1956) (PAN: AABCE1259P) having its registered office at 16, Ganesh Chandra Avenue, 7<sup>th</sup> Floor Kolkata-700013, represented by its Director namely **Mr. Kuldeep Jaiswal**, (PAN: ACVPJ4561C) S/o Late K.N. Jaiswal, by faith Hindu, by occupation Business, having Office at 16, G.C Avenue, Kolkata, Pin-700013, *hereinafter referred to and called as the 'DEVELOPER' (which terms or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include its Directors, Successors-in-Office, legal heirs/heir, executors, administrators, legal representatives and assigns) of the SECOND PART/OTHER PART.*

AND

MR. \_\_\_\_\_ (having PAN: \_\_\_\_\_ Aadhaar No \_\_\_\_\_) son of [ ], aged about [ ] years, residing at [ ], hereinafter called the "ALLOTTEE" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) **of the THIRD PART**

The Owners, Developer and the Allottee shall herein after collectively be referred to as the

"Parties" and individually as a "Party".

**WHEREAS:**

- A. The Owners are the absolute and lawful owner of the property more fully described in **First Schedule Part - I** hereto (hereinafter referred to as "the said **Land/Project Land**").
- B. The vesting of ownership of **the said Land** in favour of the Owners is more particularly detailed in **Part - II of Schedule A** hereunder. ("Title")
- C. The Owners desired to develop the Said Land and for that purpose had approached with the proposal of development of the Said Land wherein the Owners would allow, permit and that the Promoter would have all right power and authority to develop the Said Land at its own cost and expenses.
- D. The Owners and the Promoter have entered into a Development Agreement dated **24<sup>th</sup>, April, 2019**, registered at the office of **Additional District Sub-Registrar, Burdwan**, in **Book No. - I, Volume No. - 3305-2019** for the year **2019** ("Development Agreement") for the purpose of development of a real estate project over the said Land and it has been agreed between the Owners and the Promoter that the entirety of the constructed area forming part of the development shall be shared in the manner mentioned therein and that each of the Owners and the Promoter shall be entitled to deal with their respective allocations. The Owners have also granted to the Promoter Power of Attorney dated **27<sup>th</sup> April, 2019**, all registered at the office of **Additional District Sub-Registrar**,

- E. The Promoter had applied for and obtained sanction of the building plan vide Building permit no. - **SWS-OBPAS/1201/2023/1128** dated **16<sup>th</sup> October, 2023** from Burdwan Municipality (hereinafter referred to as the said plan and shall include all alterations and/or modifications made thereto from time to time and as may be permitted by the authorities concerned) and commenced

construction of a residential project comprising of one tower having ground plus Five (G+5) upper floors and various car parking spaces (hereinafter referred to as the "**Building**") comprising of residential apartments, common areas and other facilities ("**Project**"). The Promoter agrees and undertakes that it shall not make any changes to the plans of the Project except in strict compliance with Section 14 of the Act and Section 9 (3) of the Rules and other laws as applicable

- F. The Promoter has completed the construction of the Project (as hereinafter defined) at the said Project Land in accordance with the Plan sanctioned by the concerned authorities and have obtained a Full Completion Certificate vide Completion Case No. \_\_\_\_\_ dated \_\_\_\_\_.
- G. The Promoter has registered the Project as a separate Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority ("**Authority**") at [ ] on [ ] under Registration No. [ ].
- H. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title, and interest of the Promoter regarding the Land on which Project is to be constructed have been completed.
- I. The Allottee had applied to the Promoter for allotment of an Apartment in the Project vide Application ("**Application**", more fully detailed in **Part - V of Second Schedule** ) on the terms and conditions recorded therein, in pursuance whereof, by and under a provisional allotment letter ("**Allotment**

**Letter**", morefully detailed in **Part - VI of Second Schedule** ), the Promoter has provisionally allotted in favour of the Allottee All That the Apartment described in **Part - I of Second Schedule** hereunder written ("**Said Apartment**"), forming part of the Promoter's Allocation together with such number(s) of car parking space(s), if any, (forming part of the Promoter's Allocation) to be earmarked, identified and designated by the Promoter at the Building and/or the Said Project, which do not form a part of the Common Areas, as stated in **Part - II of Second Schedule** hereunder written ("**Car Parking Space**") for the parking of private medium sized/standard car(s) owned by the Allottee within such space(s), subject to and on the terms and conditions recorded in the Application and the Allotment Letter and the general terms and conditions forming a part of and/or governing the said provisional allotment and/or the Allotment Letter, and further subject to the Allottee making payment of the consideration amount as well as all other dues, deposits, costs and expenses, each of which were unconditionally accepted by the Allottee, with the tentative floor plan of the Said Apartment being annexed hereto, marked as **Part III of Second Schedule** (Said Apartment together with the permission to park private medium sized car(s) owned by the Allottee within the space comprising the Car Parking Space if any, hereinafter collectively shall be referred to as "**Said Apartment And Properties Appurtenant Thereto**") in accordance with the Specifications, marked as **Part IV of Second Schedule** hereto together with the irrevocable right to use the common areas, parts, portions, installations and facilities of the Project in common with the remaining allottees of the Project (hereinafter collectively referred to as the "**Common Areas**", and more particularly described in **Third Schedule** hereto) (hereinafter Apartment, Car Parking Space & Common Areas are collectively referred to as the "**Said Unit**") for a total consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) exclusive of GST or any other tax as applicable from time to time ("**Unit Price**")

- J. Subsequently, by an Agreement for Sale dated\_ and registered with Additional Registrar of Assurances , Burdwan in Book No. , Volume No.\_ , Pages from \_\_\_\_\_ to \_ being No. for the year the Promoter had agreed to sell and transfer to the Allottee ALL THAT

**said Unit**, for the consideration and on the terms and conditions there  
in mentioned (hereinafter referred to as "the **Sale**

**Agreement**"). In case there is any discrepancy between the terms of these presents and the Sale Agreement, the terms contained in these presents shall prevail.

- K. The said Apartment, the Common Areas and Installations is complete in all respects to the full and final satisfaction of the Allottee. The Promoter has delivered possession of the said Apartment to the Allottee at or before the execution of these presents.
- L. The Promoter has duly complied with its obligations contained in the said Sale Agreement as modified by these presents and is not in default of its obligations therein, which the Allottee doth hereby confirm, and similarly the Promoter hereby confirms that the Allottee has made full payment of the Unit Consideration to the Promoter.
- M. The Allottee has now requested the Owners and the Promoter to convey the said Unit in favour of the Allottee.
- N. At or before the execution of this Agreement, the Allottee confirm(s) that after having conducted and completed to his/her/their/its complete satisfaction independent due diligence and title verification of the title of the Owners in respect of their ownership rights of the Said Land as also the compliance and/or non-compliance, if any, by the Promoter of all/any applicable law(s), notification(s), rule(s) etc., and after having carried out a physical inspection of the Land, and further after inspecting, examining and perusing all the title deeds pertaining inter alia to the Devolution of Title, papers, documents etc. (including the various covenants, terms, conditions etc. respectively stipulated therein) related inter alia to the Land including but not limited to amongst others, the Specifications, approvals etc. for the Project, the deeds, papers, documents, details, schedules etc. referred to and/or specified under the Act and the Rules as also those referred to and/or described herein, each of which have from time to time been provided by the Promoter to the Allottee and the Allottee confirm(s) and acknowledge(s) receipt of the true copies

thereof, which are in the custody and possession of the Allottee, and the Allottee having understood and/or having complete and due notice and knowledge of, and after fully satisfying himself/herself/themselves/itself, has/have accepted, without any reservation, each of the aforesaid including the right of the Promoter as stipulated in this Agreement, and inter alia as morefully detailed and described in the **Part III of First Schedule** .

O. The Allottee has conducted necessary due diligence and fully satisfied itself about the title of the Owners to the said Project and all legal incidents and matters in relation thereto and/or affecting the same and has accepted the same to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.

**I.** **NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in consideration of the sum of Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_ Only) paid by the Purchaser to the Promoter at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt hereunder written admit and acknowledge and from the same and every part thereof hereby forever acquit release and discharge the Purchaser), the Owners and the Promoter doth hereby grant sell convey transfer release assign and assure unto and to the Purchaser All That the Apartment described in **Part - I of Second Schedule** hereunder written ("**Said Apartment**"), forming part of the Promoter's Allocation together with such number(s) of car parking space(s), if any, (forming part of the Promoter's Allocation) to be earmarked, identified and designated by the Promoter at the Building and/or the Said Project, which do not form a part of the Common Areas, as stated in **Part - II of Second Schedule** hereunder written ("**Car Parking Space**") for the parking of private medium sized/standard car(s) owned by the Allottee within such space(s), subject to and on the terms and conditions recorded in the Application and the Allotment Letter and the general terms and conditions forming a part of and/or governing the said provisional allotment and/or the Allotment Letter, and further subject to the Allottee making payment of the



consideration amount as well as all other dues, deposits, costs and expenses, each of which were unconditionally accepted by the Allottee, with the tentative floor plan of the Said Apartment being annexed hereto, marked as **Part III of Second Schedule** (Said Apartment together with the permission to park private medium sized car(s) owned by the Allottee within the space comprising the Car Parking Space if any, hereinafter collectively shall be referred to as "**Said Apartment And Properties Appurtenant Thereto**") in accordance with the Specifications, marked as **Part IV of Second Schedule** hereto together with the irrevocable right to use the common areas, parts, portions, installations and facilities of the Project in common with the remaining allottees of the Project (hereinafter collectively referred to as the "**Common Areas**", and more particularly described in **Third Schedule** hereto) (hereinafter Apartment, Car Parking Space & Common Areas are collectively referred to as the "**Said Unit**") **TOGETHER WITH** together with the irrevocable right to use Common Areas and Installations (described in the **THIRD SCHEDULE** hereunder written) in common with the remaining allottees of the Project **AND** all the estate right title and interest of the Owners and the Promoter into or upon the said Apartment and every part thereof, with all legal incidents thereof **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Apartment/Unit **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 **FIFTH SCHEDULE** hereunder written **TO HAVE AND TO HOLD** the said Unit and every part thereof unto and to the use of the Purchaser absolutely and forever free from all encumbrances and liabilities whatsoever with clear and marketable title **TOGETHER WITH** the free, unfettered, transferable and heritable rights of the Purchaser to own, use, occupy and enjoy the Said Apartment as absolute owner thereof with all other rights and properties herein mentioned **SUBJECT NEVERTHELESS TO** the Allottee's covenants and agreements herein contained and also in the Sale Agreement and on the part of the Allottee to be observed fulfilled and performed **EXCEPTING AND RESERVING** unto the Promoter and the persons deriving title from the

Promoter such easements quasi-easements rights and privileges as set out in the **SIXTH SCHEDULE** hereunder written **AND ALSO SUBJECT** to the Allottee paying and discharging all municipal and other rates taxes and impositions on the said Apartment/Unit wholly and the Common Expenses (described in the **FOURTH SCHEDULE** hereunder written) proportionately and all other outgoings in connection with the said Apartment/Unit wholly and the said Project and in particular the Common Areas and Installations proportionately.

**II. THE OWNERS AND PROMOTER DOTH HEREBY COVENANT WITH THE ALLOTTEE** as follows:-

- i) The interest which the Owners and the Promoter professes to transfer subsists and that the Promoter has good right full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Allottee the said Apartment in the manner aforesaid.
- ii) It shall be lawful for the Allottee from time to time and at all time share after to peaceably and quietly, but subject nevertheless to the provisions herein contained, to own, 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 Promoter or any person claiming through or under the Promoter.
- iii) The Promoter shall upon reasonable request and at the costs of the Allottee marked or 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 hereby granted sold conveyed and transferred unto and to the Allottee in the manner aforesaid as shall or may be reasonably required by the Allottee.
- iv) In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the

Sale Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Purchaser from the date of issue of Completion Certificate, the Promoter shall rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the Allottee shall be entitled to receive appropriate compensation in the manner as provided under applicable laws.

It is expressly agreed and understood that the Promoter shall not be liable to rectify any defect occurring under the following circumstances:

- a. If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Said Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- b. If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- c. If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- d. If the Allottee after taking actual physical possession of the Said Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;

- e. Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.
- f. If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his / her agents in the manner in which same is required to be maintained.
- g. Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
- h. Any defect due to force majeure
- i. Failure to maintain the amenities / equipment
- j. Due to failure of AMC
- k. Regular wear and tear
- l. If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained hereinabove.

- v) The Promoter undertakes to co-operate with the Purchaser and provide necessary support and sign and execute all necessary documents so as to enable the Purchaser's name to be reflected in all concerned government records as the sole, exclusive and absolute owner of the Unit at the cost of the

Purchaser.

- vi) The Promoter has paid all outgoings before transferring the physical possession of the Apartment to the allottees, which it has collected from the allottees, for the payment of outgoings (including land cost, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions ,which are related to the project and within the scope of the Promoter). If the promoter fails to pay all or any of the outgoings collected by it from the allottees or any liabilities, mortgage loan and interest thereon (which are within the scope of the Promoter) before transferring the Unit to the Allottees, the promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charge, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

**III. THE PROMOTER DOETH HEREBY REPRESENT AND WARRANT TO THE PURCHASER as follows:**

The Promoter doeth hereby repeats and reiterates all representations and warranties, as made in the Sale Agreement and in addition to that further represents and warrants to the Purchaser that:

- i) The Owners and Promoter assures the Purchaser that the Owners and Promoter has the right to execute this Deed of Conveyance and has not committed or omitted to perform any act or thing, whereby the right title and interest of the Purchaser created herein, may be prejudicially affected.
- ii) the Unit and the Project are complete in all respect, habitable and have been constructed and developed without any workmanship or quality or structural defect.

- iii) The Promoter hereby further covenant that post formation of the Association as per the applicable local law, the Promoter shall execute deed of conveyance of the common areas in favour of the Association. It being made clear that cost and charges including stamp duty and registration for such transfer shall be borne by the Association i.e., the cost shall be shared proportionately among the Unit Allotees.

**IV. THE ALLOTTEE DOETH HEREBY COVENANT WITH THE PROMOTER as follows:**

- A. The Allottee so as to bind himself to the Promoter and the other allottees and so that this covenant shall be for the benefit of the Project and other Apartments therein hereby covenants with the Promoter and with all the other allottees that the Allottee and all other persons deriving title under them will at all times hereafter observe the terms conditions covenants restrictions set-forth herein and also in the said Sale Agreement, which shall apply mutatis mutandis.
- B. The Purchaser hereby acknowledges that it is his obligation and liability to make payment of all rates, taxes and all other outgoings whether local state or central in respect of his Unit from the date or deemed date of delivery of possession of the said Apartment to the Purchaser and shall be liable to make payment as and when the same becomes due and payable without raising any objection whatsoever or howsoever and agrees to indemnify and keep the Owners and the Promoter and the Association saved harmless and fully indemnified of and from against all losses damages costs claims actions and proceeding including litigation cost suffered by the Promoter for non-payment or delay in payment of the same.
- C. In terms of the Sale Agreement, the Allottee has at or before the execution hereof deposit and/or keep deposited with the Promoter a sum of Rs. /- (Rupees\_) only to remain in deposit with

the Promoter and in the event of any default by the Allottee in making payment of the municipal and other rates taxes (if applicable) and outgoings, electricity charges, maintenance charges and proportionate liability towards the Common Expenses (including those mentioned in the **Fourth Schedule**) within the due dates and in the manner mentioned hereunder, the Promoter in their sole discretion and without prejudice to the other rights and remedies available to the Promoter, be entitled to meet out of the said deposit the amount/s under default. At the time of hand over of the common areas and the common purposes to the Association / Maintenance Company, the Promoter shall transfer the balance lying in the said deposit account of the Allottee to the Association/Maintenance Company.

#### V. MAINTENANCE OF THE SAID APARTMENT/ PROJECT

The Promoter shall be responsible to provide and maintain the Project, including the Common Areas and Installations and the essential services, till taking over of the maintenance of the Project by the Association of Allottees subject to Allottees making payment of the maintenance charges agreed under these presents.

The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas and Installations of the Project are contained in **Annexure "A"** hereto and all the Allottees of the said Apartment shall be bound and obliged to comply with the same.

#### VI. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency / association of allottees, as the case may be, shall have rights of unrestricted access of all Common Areas, for providing necessary maintenance services and the Allottee agrees to

permit the Promoter / association of allottees and/or maintenance agency to enter into the said Apartment or any part thereof, after due prior notice and during the normal working hours, unless emergent circumstances warrant otherwise, with a view to set right any defect.

## VII. USAGE

**Use of Basement and Service Areas:** The basement and service areas, if any, as located within the Project, shall be earmarked for purposes such as services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's, waiting room(s) / storage room(s) / changing room / washroom for staff etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the basement and services are as in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

## VIII. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 8.1 The Allottee shall, after taking possession, be solely responsible to maintain the said Apartment at his/her/its own costs, in good repair and condition and shall not do or suffer to be done anything in or to the said Project, or the said Apartment or the staircases, lifts, common passages, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment, and keep the said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging sthereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Project are not in any way damaged or jeopardized.



- 8.2 The Allottee further undertakes, assures and guarantees that he/she/it would not put any signboard/name-plate, neon light, publicity material or advertisement material etc. on the face / façade of the Building or anywhere on the exterior of the Project therein or the Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the said Apartment or place any heavy material in the common areas of the Project. The Allottee shall also not remove any wall including the outer and load bearing wall of the said Apartment.
- 8.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by the association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**IX. OTHER PROVISIONS:**

- 9.1 Save the said Apartment the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other Apartments and spaces or constructed are as to the extent not forming part of the Common Areas and Installations and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter, in its absolute discretion, shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in

respect of the said areas and spaces belonging to the Promoter exclusively.

9.2 The said Apartment is liable to be assessed to municipal tax for the quarter subsequent to the quarter in which the said Apartment has been granted Full Completion Certificate. The Allottee shall within \_\_\_\_\_ months from the date hereof apply for at own costs separate assessment and mutation of the said Apartment in the records of the concerned authorities.

9.3 In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Maintenance In-Charge, the Allottee shall not be entitled to let out, transfer or part with the possession of the said Apartment till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the Maintenance In-Charge or the association of allottees as applicable.

9.4 The Promoter shall in its sole discretion be entitled to sell transfer deal with and/or otherwise dispose off the Parking Spaces and parking rights and/or grant to any allottee the right to park motor cars and/or other vehicles in or at the Parking Spaces save and except the Parking Spaces allotted to the Allottee herein

9.5 The Allottee shall have no connection whatsoever with the purchasers /buyers of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of the Allottee's obligations and the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.

9.6 The properties and rights hereby transferred to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner. It is further agreed and clarified that any transfer of the said Unit

by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.

9.7 The Allottee shall be and remain responsible for and indemnify the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Project or any other part of the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions of the Sale Agreement and these presents to be observed fulfilled and performed by the Allottee.

9.10 The Project at the said Land shall bear the name " \_\_\_\_\_ " unless changed by the Promoter from time to time in its absolute discretion and the Logo " \_\_\_\_\_ " shall always be displayed at a prominent place in the Project.

9.11 The paragraph heading(s) do not form a part of this Indenture and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.

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

**SIGNED AND DELIVERED** by the  
Within named **ALLOTTEE** in the  
presence of:

**SIGNED AND DELIVERED** by the  
Within named **PROMOTER** in  
the presence of:

**SIGNED AND DELIVERED** by the  
Within named **OWNERS** in the  
Presence of:

## SCHEDULES

## THE FIRST SCHEDULE ABOVE REFERRED TO:

## PART-I

(Said Land/Project  
Land )

THAT ALL PIECE AND PARCEL OF THE PROPERTY being commonly known as ".Anita Cinema" situated at Anita Cinema Lane and having constructed area of 20,405 Sq. Pt (inclusive of RCC Covered and Asbestos Shed Covered Area) and comprising in R.S. Dag Nos. 3186/3263, R. S. Khatian No. 1468, L. R. Dag No. 3407, L.R. Khatian No. 8006 having Land Area of 0.478 Acres i.e., 47.80 Decimals in J.L. No. 39 at Mouza- Radhanagar, Nature: "Kristi Bhawan" (Cinema Hall) appertaining to Municipal Holding Nos. 83 and 84 (Previously having Holding Nos. 55 and 56) and now amalgamated in a single Holding No. 83, Ward No. 34, Mahalla: B.C. Road within the limit of Burdwan Municipality, Police Station: Burdwan, District: Purba Barddhaman, butted and bounded as follows:

*On the North: Mrigaya Hotel and Allahabad Bank (Main Branch);*

*On the South: Burdwan Municipal Boys School*

*On the East: Private Residential House;*

*On the West: Anita Cinema Lane;*

OR HOWSOEVER OTHERWISE said premises butted bounded, numbered, known and distinguished and delineated in the map/ plan attached as **Annexure "B"** hereto

## PART-II

(Title)

**M/S. ANITA ENTERPRISE** (A Partnership Firm within the meaning of Indian Partnership Act, 1932), having its registered Office at 53C/1, Dr. S.C. Banerjee Road, P.S. Beliaghata, Kolkata-700010 and having its Branch Office at 7,G.T. Road (East), P.O. & P.S. Barddhaman, Dist. Purba Barddhaman, Pin-713103 and has its Principal place of Business at Anita Cinema, Anita Cinema Lane, P.O. & P.S. Barddhaman, Dist. Purba Barddhaman, Pin-713101 and represented by its Managing cum Representative Partner namely **Sri Monoranjan Mondal**, Son of Late Gour Chand Mondal, by faith Hindu, by occupation Business, permanent resident of 7, G.T. Road (East), P.O. & P.S. Barddhaman, Dist. Purba Barddhaman, Pin-713103 and presently residing at 53C/1, Dr. S.C. Banerjee Road, P.S. Beliaghata, Kolkata-700010 is the absolute owner of the property being commonly known as "Anita Cinema" (Previously known as Arati Cinema) situated at Anita Cinema Lane and having constructed area of 20,405 Sq. Ft. (inclusive of RCC Covered and Asbestos Shed Covered Area) and comprising in R.S. Dag Nos. 3186/3263, R. S. Khatian No. 1468, L. R. Dag No. 3407, L.R. Khatian No. 8006 having Land Area of 0.478 Acres i.e.,

47.80 Decimals in J.L. No. 39 at Mouza-Radhanagar, Nature: "Kristi Bhawan" appertaining to Municipal Holding Nos. 83 and 84 (Previously haring Holding Nos. 55 and 56) which is now amalgamated to a single Holding No. 83, Ward No. 34, Mahalla: B.C. Road within the limit of Burdwan Municipality, Police Station: Burdwan, District: Purba Barddhaman and the said Partnership Firm has been enjoying tire mantle and title of ownership and also has been enjoying the possessory rights in respect of the said property for more than 30 Years without the intervention of any Third Party. The said Firm being **M/S. ANITA ENTERPRISE** (A Partnership Firm within the meaning of Indian Partnership Act, 1932), haring it's registered Office at 53C/1, Dr. S.C. Banerjee Road, P.S. Beliaghata, Kolkata-700010 and having its Branch Office at 7,G.T. Road (East), P.O. & P.S. Barddhaman, Dist. Purba Barddhaman, Pin-713103 and has it's Principal place of Business at Anita Cinema, Anita Cinema Lane, P.O. & P.S. Barddhaman, Dist. Purba Barddhaman, Pin-713101 and represented by it's Managing cum Representative Partner namely **Sri Monoranjan Mondal**, Son of Late Gour Chand Mondal, by faith Hindu, by occupation Business, permanent resident of 7, G.T. Road (East), P.O. & P.S. Barddhaman, Dist. Purba Barddhaman, Pin-713103 and presently residing at 53C/1, Dr. S.C. Banejee Road, P.S. Beliaghata, Kolkata-700010, has purchased the said Property from one Registered Private Limited Company namely "Mahamaya Company Private Limited" having registered office at 44/A, Sreegopal Mullick Lane, Kolkata- 12 which was represented by it's the then Directors namely 1) Sri Prafulla Kumar Dey and 2) Sri Anil Kumar Dey both sons of Late Charu Chandra Dey, resident of Charu Sadan, Nutanganj, P.S. & Town: Burdwan, District: Barddhaman which by virtue of 3 (Three) Registered Deeds of Sale being Deed No. 1-6885 for 1988 (registered in Book No. I, Volume No. 193, Page Nos. 300 to 309 registered at the Office of the R.A. Calcutta (now ARA, Kolkata)] and being Deed No. 1-6886 for 1988 (registered in Book No. I, Volume No. 195, Page Nos. 41 to 48 registered at the Office of the R.A. Calcutta (now ARA, Kolkata)] and being Deed No. 1-6887 for 1988 (registered in Book No. I, Volume No. 195, Page Nos. 49 to 57 registered at the Office of the R.A. Calcutta (now ARA, Kolkata)]. After the said purchase the present Owner Partnership Firm, mutated and recorded it's name in the LRROR by virtue of Certificate of Mutation vide Memo No. 3024 at Burdwan issued by BLLRO, Burdwan Sadar on 13/08/1992 against Mutation Case No. 154/92 at BLLRO, Burdwan Sadar and initially the name of the present Firm was recorded in respect of R.S. Plot No. 3186/3263 appertaining to R.S. Khatian No. 1468 but subsequently it's name was recorded in the L.R. Plot No. 3407 appertaining to L.R. Khatian No. 8006 having Land Area of 0.478 Acres i.e., 47.80 Decimals in J.L. No. 39 at Mouza-Rad hanagar within the limit Police Station: Burdwan, District: Purba Barddhaman. Afterwards the said present Owner Partnership Firm, recorded it's name in the Records of Burdwan Municipality in Municipal Holding No. 83 and in Municipal Holding No. 84 under Ward No. 34, Mahalla: B.C. Road within the limit of Burdwan Municipality, Police Station: Burdwan, District: Purba Barddhaman. Subsequently vide Petition dated 17/06/1988, the present Owner Firm prayed for construction of New Permanent Air-Conditioned Cinema Hall in the name and style of "Anita Cinema" before the Burdwan Municipality and vide Chairman's Order dated 10/05/1988 and vide Memo No. 1373/E/V11-4 dated 15/07/1988, the Burdwan Municipality permitted and sanctioned the said Plan submitted by the Owner Firm and subsequently the Owner Firm raised the present construction of 20,405 Sq. Ft. (inclusive of RCC Covered and Asbestos Shed Covered Area) being commonly known as "Anita Cinema" and subsequently now amalgamated it's 2 (Two) Holding Numbers to a single Holding No. 83. Be it mentioned here that the District Magistrate of Burdwan issued one NoC vide Memo No. 1695/R.M dated 29/12/2011 to rhe Owner Firm namely **M/S. ANITA ENTERPRISE** for commercial exploitation of the said land whereas M/S. Anita Enterprise surrendered the permanent cinema license to the District Magistrate of Burdwan on 16/08/2005. After obtaining the NoC from the District Magistrate, Burdwan the said M/s Anita Enterprise is free to exploit the said land in any commercial purposes other than the cinema hall and subsequently the said **M/S. ANITA ENTERPRISE** closed the said cinema hall and now it is completely closed and abandoned. Subsequently the present Owner Firm has been possessing the all the aforesaid properties on payment of Govt. rents, Municipality Tax etc. for the property exclusively in it's name on appropriate receipt thereof and being Owner and Possessor the

OWNER FIRM has paid up all due revenue to the competent authorities in respect of the said property till date and obtained a good marketable right, title and interest over the Schedule mentioned Property. Hence the OWNER FIRM has acquired a good marketable as well as an indefeasible title over the First Schedule Property without any interference or intervention of any or by any other person for more than 30 (Thirty) years.

**PART III**  
**[Representations]**

- i) the right, title and interest of the Owners over/in respect of the Land and to develop and deal with the Project intended to be constructed/developed on the Said Land;
- ii) the Devolution of Title;
- iii) the nature, state, condition and measurement of the Said Land and the Project, as applicable, and the manner in which the same is/are presently intended to be used;
- iv) the Car Parking Space if any, comprises an integral and inseparable part of the Said Apartment, subject to due compliance by the Allottee of each of the stipulated terms, to the satisfaction of the Promoter;
- v) the proposed location, lay out plan and the dimensions of each of the Said Apartment and the Car Parking Space;
- vi) the Common Areas which are intended to form a part of the Project;
- vii) the laws/notifications and rules applicable to the area where the Land is situated, in general, and the Project and similar projects, in particular;
- viii) the present estimated respective Carpet Area of the Said Apartment and the manner of calculation thereof;
- ix) the nature and the extent of the rights and benefits proposed to be granted and/or extended to the Allottee as also the several obligations to be performed and fulfilled by the Allottee, each to the satisfaction of the Promoter;
- x) the terms, conditions, covenants, stipulations, restrictions, reservations and obligations in the matter of acquiring freehold title in respect of the Said Apartment And Properties Appurtenant Thereto along with the permission to park private medium sized car(s) within the space comprising the Car Parking Space if any, the manner and method of use and enjoyment of the same as well as the covenants running with the land and the Said Apartment and Properties Appurtenant Thereto;
- xi) that the Car Parking Space/s provided in the Project are for the benefit of the Allottee/s or occupant/s of the Project. The rights to use Car Parking Space/s

have to be earmarked to the Allottees for facilitating the smooth functioning and use of Car Parking Space/s. In the absence of such earmarking of Car Parking Space/s, the use of the Car Parking Space/s would result in disharmony and periodical disputes amongst the Allottees/occupants of the Apartments. In view of the same the Allottee/s hereby irrevocably authorizes the Promoter to earmark Car Parking Space/s to the Allottee/s at their discretion in the mutual interest of one and all in order to maintain peace, cordiality and harmony among the Allottees. The Allottee/s further declares that he/she/they is/are bound by such earmarking of Car Parking Space/s and will not question the authority of the Promoter in doing so and further desist from making any issue or claims in respect thereto.

- xii) the Specifications as also the measurements, dimensions, designs and drawings;
- xiii) the state and condition in which the Said Apartment And Properties Appurtenant Thereto if any are intended to be handed over to the Allottee subject to compliance by the Allottee of each of the stipulated terms to the satisfaction of the Promoter;
- xiv) the Promoter shall be entitled to the Additional FAR, whereupon subject to compliance with the provisions of Section 14 of the Act and Section 9 (3) of the Rules and as provided for in this Agreement, the Promoter shall be entitled to and would be well within its right to alter, modify, amend, revise etc. the Plan and to undertake any further and/or additional construction(s) at the Project including constructing further upper floors above the topmost floor as it presently stands sanctioned, as a consequence whereof such floor shall not remain as the topmost floor of the Building, and the Promoter shall be further entitled to connect such further and/or additional construction(s) with the existing utilities and amenities at the Project/Building including all the Common Areas, notwithstanding any temporary disruption caused in the use and/or enjoyment of the Said Apartment And Properties Appurtenant Thereto, and each of such further constructions shall absolutely belong to the Promoter who shall be entitled to deal with the same in such a manner as the Promoter may deem fit and proper, and the Allottee hereby agree(s) and undertake(s) not to do, execute or perform or permit the doing, execution or performance of any act, deed or thing which may prevent the Promoter from undertaking the construction of and/or dealing with or otherwise transferring the aforesaid with full knowledge and acceptance of the fact that the aforesaid shall result in several changes including but not limited to a change in the Undivided Share, and the Allottee covenant(s) and undertake(s) not to object to the same on any ground whatsoever or to claim, demand etc. any compensation, damages etc.;
- xv) the right of the Promoter to carry out, implement etc. any variations and/or additions and/or alterations and/or deletions and/or modifications and/or revisions to the Plan, the layout plans and the Common Areas subject to the terms of this Agreement and subject to compliance with the provisions of Section 14 of the Act and Section 9 (3) of the Rules and the Allottee hereby grant(s) and accord(s) his/her/their/its consent to the same;

and the Allottee further declare(s), confirm(s) and acknowledge(s) each of the



following:

- a) that each of the terms, conditions, covenants, stipulations, restrictions, reservations and obligations recorded herein as well as the covenants running with the Land and/or the Said Apartment And Properties Appurtenant Thereto and the manner and method of the use and enjoyment of the Said Apartment And Properties Appurtenant Thereto including those stated herein, have been arrived at after mutual discussions and negotiations between/amongst the Parties hereto, each of which have been accepted and voluntarily agreed to by the Allottee (without any coercion and/or influence), none of which can be treated as and/or considered to be oppressive or one-sided or unfair or heavily leaned in favour of the Promoter and/or as imposition of unfair conditions, as each has been formulated/stipulated bearing in mind the nature of the Project which would, inter alia, protect the rights of and/or enure to the benefit of the Allottee, and therefore are fair and reasonable;
- b) that the Allottee has sought and obtained independent legal advice and opinion and has caused this Agreement to be vetted by advocates/lawyers appointed by the Allottee;
- c) that the Allottee has entered into this Agreement after taking into account/consideration several factors, and thus the quantum of the Total Price, the Deposits, Extra Charges and all other amounts, charges, costs, deposits, expenses etc. as stipulated in this Agreement and agreed to be paid by the Allottee, are fair and just;
- d) that upon signing this Agreement, no conditions, stipulations, representations, guarantees, warranties etc. have been made by and/or on behalf of the Promoter other than those if any specifically set forth herein;
- e) that the Promoter has provided all the information and clarifications as required by and/or requested for from time to time, and the Allottee is/are fully satisfied with the same, and the Allottee further acknowledge(s) and confirm(s) that the Allottee has/have carefully read the terms, conditions and stipulations contained/recorded in this Agreement and understood the obligations and limitations of the Promoter as set forth herein, as also the obligations and liabilities of the Allottee, and has/have relied on his/ her/their/its own judgment and investigation while deciding to apply to the Promoter for granting the rights and/or permissions (of the specific nature specified herein) in respect of the Said Apartment And Properties Appurtenant Thereto, if any, and to execute this Agreement (which is final in all respects), and the Allottee undertakes(s) and covenant(s) to faithfully abide by each of the terms and conditions of this Agreement; that in view of the Allottee having agreed to make timely payment of and/or to timely deposit the various amounts including those stipulated herein, and having further undertaken and covenanted to faithfully abide by and comply with and perform and observe each of the terms and conditions stipulated herein, the Promoter has blocked for the Allottee the Said Apartment And Properties Appurtenant Thereto; and the Allottee hereby and hereunder undertake(s)

and covenant(s) not to make or raise any objection or claim or requisition inter alia in respect of any of the aforesaid, or to make or raise or set up or initiate any claim or demand or action contrary to the aforesaid on any ground whatsoever or howsoever. The Parties hereby confirm that they are entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Land and/or the Project.

## SECOND SCHEDULE

### [DESCRIPTION OF THE SAID APARTMENT AND PROPERTIES APPURTENANT ]

#### **Part -I (SAID APARTMENT)**

All That the Apartment No. \_\_\_\_\_ on the \_\_\_\_\_ floor in Tower No. of the Building being constructed on the Land as a part of the Project, having a Carpet Area of \_\_\_\_\_ sq.ft. more or less, with the respective areas of the Balcony/Verandah and **the Open Terrace, if any**, being respectively \_\_\_\_\_ sq.ft. more or less and \_\_\_\_\_ sq.ft. more or less, equivalent to a Built-up Area of \_ \_sq.ft. more or less.

For the purpose of registration **the total super built-up area is \_\_\_\_\_.**

#### **Part II (CAR PARKING SPACE)**

All That the (\_\_\_\_\_) number(s) of [\_\_\_\_\_] space(s) at the Building/Tower on the Land **to be considered as limited common areas as per the West Bengal Apartment Ownership Act, 1972,** as earmarked, identified and designated by the Promoter for the parking of private medium sized car(s) owned by the Allottee within such space .

#### **Part III (FLOOR PLAN)**

#### **Part IV (SPECIFICATIONS)**

**Part V  
(Application Form)**

**Part VI  
(Allotment Letter)**

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

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(Common Expenses)**

1. **MAINTENANCE: (Both periodical and annual)** All costs and expenses of maintaining repairing redecorating and renewing (including Painting) etc., of the main structure and in particular gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the said Project and enjoyed or used by the allottees in common with each other, main entrance and exit gates, landings and staircases of the said Project and enjoyed by the allottees in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the maintenance and exit gates, passage, driveway, landings, staircases and other parts of the said Project 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 (including AMCs) 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, Façade Lighting, BMU, Bus Riser, Deep Tube Well, STP, WTP, Reverse Osmosis Plant, Aviation Light, Backup/ Emergency Lighting (UPS and Inverter), BMS Lighting, Accessories, BMU, Access Control Devices, RFID & Biometric Machines together with other Equipments and accessories in or for the air-conditioned hall etc., if and as applicable) and also the costs of repairing, renovating and replacing the same.

3. **STAFF:** The salaries of and all other expenses of the outsourced and/or pay roll staffs to be employed to operate and maintain the common including salaries/ contractual payments for cleaning staff, F & B staff, operators for the WTP, STP, façade maintenance, Fireman and staff for common purposes (viz. security, electrician, maintenance person(s), caretaker, plumber, administration person(s), accountant, clerk, gardeners, sweepers, liftmen etc.) including their annual perks.
4. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, (if levied) in respect of the common areas of the said Project (save those assessed separately in respect of any independent unit).
5. **INSURANCE:** Insurance premium, if incurred for insurance of the said Project, and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES:** Expenses for serving /supply of common facilities and utilities and all charges incidental thereto.
7. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.

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

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**(Easements)**

1. The Allottee 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 as 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/or the other occupiers of the said Project and the Maintenance In-Charge the rights easements quasi-easements privileges and appurtenances herein after morefully and particularly set forth in the **Sixth Schedule** hereto and also elsewhere here in contained.
2. The right of access and way in common with the Promoter and/or other occupiers of the said Project at all times and for all normal lawful purposes connected with the use and enjoyment of the common areas and installations.
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 Always** and it is hereby declared that nothing herein contained shall permit the Allottee or any person deriving title under him or his servants agents and invitees to obstruct in anyway by vehicles, deposit of materials rubbish or otherwise the free passage of other person or persons including the Promoter and/or other occupiers of the said Project and the Maintenance In-charge entitled to such way as aforesaid.
4. The right of protection of the said Unit by and from all parts of the said Projects of areas 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 Project so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the said Unit.
  
6. The right of the Allottee with or without workmen and necessary materials to enter from time to time upon the other parts of the Project for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid and also for the purpose of rebuilding, repairing, replacing or cleaning any part or parts of the Project and the Common Areas and Installations insofar as such rebuilding 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 notice in writing of his intention so to enter to the Promoter and/or Maintenance-In-Charge and/or the occupier affected thereby.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

**(Easements excepted out of the sale and reserved for the Promoter and persons deriving title through or under the Promoter)**

The under mentioned rights easements quasi-easements and privileges appertaining to the Project shall be excepted and reserved for the Promoter and/ or the Maintenance In-charge and/ or the other occupiers of the Project:

1. The right of access and way in common with the Allottee and/or other person or persons entitled to the other part or parts of the Project at all times and for all purposes connected with the use and enjoyment of the common areas installations and facilities.

2. The right of flow in common with the Allottee and other person or persons as aforesaid of electricity water and waste or soil from and to any part (other than the said Unit) of the other part or parts of the Project through pipes drains wires conduits lying or being in under through or over the said Unit, and all other parts of the Project as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the Project subject to the other provisions elsewhere herein contained.
3. The right of protection of other part or parts of the Project 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 Allottee by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the Project.
5. The right with or without workmen and necessary materials to enter from time to time upon the said Unit for the purpose of rebuilding, 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 Maintenance-In-Charge and the occupiers of other part or parts of the Project shall give to the Allottee a prior forty-eight hours written notice of its or their intention for such entry as aforesaid.

**RECEIPT AND MEMO OF UNIT  
PRICE/CONSIDERATION**

**RECEIVED** of and from the within named Allottee the within mentioned sum of Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_) **only** being the consideration in full payable under these presents to the Promoter by cheques /pay order / demand draft and/or by a RTGS:

**MEMO OF CONSIDERATION**

**RECEIVED** a sum of Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_) only s as full and final consideration against the said Project described in the Schedule written herein above from the within named purchasers, in the following manner:-

**MEMO**

DATE	BANK	BRANCH	CHEQUE/RTGS/NEFT/IMPS	AMOUNT
By and out of several cheques drawn by the allottee in				
Favour of the promoter				
<b>TDS&amp; EDU.CESS</b>				
<b>TOTAL</b>				

Received (\_\_\_\_\_ ) Only.

**WITNESSES :**

1.

2.



**Annexure "A"**

1. As a matter of necessity, the ownership and enjoyment of the Units by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees shall be bound and obliged to follow the House Rules mentioned the Sale Agreement and the following:
  - (a) to co-operate with the Maintenance In-charge in the management and maintenance of the said Project and the common purposes;
  - (b) to observe fulfill 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 Project 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 maybe;
  - (c) to allow the Maintenance In-charge and its authorized representatives with or without work men to enter into their units at all reasonable times for want of repairs and maintenance of the Project and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within seven days of giving of a notice in writing by the Maintenance In-charge there about unless the circumstances warrant otherwise;
  - (d) not to use the ultimate roof of the Building or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
  - (e) 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.

- (f) to keep the common areas, open spaces, paths, roofs, passages, staircases, lobbies, landings etc., in the said Project 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 said Project.
- (g) not to claim any right whatsoever or howsoever over any unit or portion in the said Project save their respective units.
- (h) not to put any name plate or letter box or neon-sign or board in the common areas or on the outside wall of the Apartment save decent name plates outside the main gates of their respective units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his Unit.
- (i) 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 said Project or may cause any increase in the premia payable in respect thereof.
- (j) not to alter the outer elevation of the Building or any part thereof nor decorate the exterior of the Apartment or the said Project 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.
- (k) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof/s, staircases, lobbies, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Apartment nor allow or permit any other person to do so.
- (l) not to commit or permit to be committed any alteration or changes in

pipes, conduits, cables and other fixtures and fittings serving the other units in the said Project.

- (m) To keep their respective units and party walls, sewers, drains pipes(including Balcony drainage), cables, wires, entrance and main entrance serving any other Unit in the Project in good and substantial repair and conditions as to support shelter and protect and keep habitable the other units/parts of the said Project. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (n) not to let out transfer or part with the possession of the parking spaces allotted and/or granted to them independent of the flats / apartments sold to them nor vice versa, with the only exception being that they shall be entitled to let out transfer or part with possession of their parking spaces independent of their flats / apartments to any other allottee of flat / apartment in the Tower Building and none else.
- (o) In the event any Allottee has been allotted any car parking space within the said Premises, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
  - i. The Allottee shall use such Parking Spaces only for the purpose of parking of motor cars within the allotted demarcated spaces and for no other purpose whatsoever;
  - ii. The Allottee shall not be entitled to sell transfer or assign such parking space or allow or permit any one to park car or other vehicle at such Parking Spaces as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Spaces, independent of his/her/its apartment, to any person with the only

exception being that he/she/it shall be entitled to let out transfer or part with possession of the same independent of apartment to any other allottee of apartment in the Project and none else;

- iii. The Allottee shall not make any construction of any nature whatsoever in or around such Parking Spaces or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;
  - iv. The Allottee shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the said Project or any other portion of the said Project save at the allotted Parking Spaces;
  - v. The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Maintenance Company with regard to the user and maintenance of the parking spaces in the said Buildings and the said premises.
  - vi. The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Spaces, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter with regard thereto
- (p) In the event any Allottee has been allotted any servant's quarter, whether jointly with the flat / apartment or independently, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such servant's quarter only for the purpose of residence of her servant and for no other purpose whatsoever;

- (ii) The Allottee shall not be entitled to sell transfer or assign to any person such servant's quarter or allow or permit any one to use such servant's quarter as tenant, lessee, caretaker, licensee or otherwise or part with possession of such servant's quarter, independent of his Unit with the only exception being that he shall be entitled to let out transfer or part with possession of the same independent of his flat / apartment to any other allottee of flat / apartment in the Tower Building and none else;
- (iii) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Maintenance Company with regard to the user and maintenance of the servant's quarters.
- (iv) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such servant's quarter and shall indemnify and keep saved harmless and indemnified the Promoter with regard thereto.
- (q) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through their units.
- (r) not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
- (s) not be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner.

- (t) not make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony/terraces etc., nor cover the same in any manner, including Shamianas etc.
- (u) not to fix or install air conditioners in their respective flats/ apartments save and except at places where provision has been made by the Promoter for installation of the same. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective flats / apartments approved by the Promoter and shall further ensure that all water discharged by the split air conditioning units is drained within their respective flats/apartments.
- (v) not to close or permit the closing of verandahs, lounges, balconies, roofs, terraces, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the flat/apartment which in the opinion of the Promoter or the Maintenance Company differs from the colour scheme of the Buildings or deviation of which in the opinion of the Promoter or the Maintenance Company may affect the elevation in respect of the exterior walls of the Buildings.
- (w) not to make in the flat / apartment any structural addition or alteration and/or cause damage to beams, columns, partition walls etc.
- (x) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations, permissions /NOCs granted by any Authorities for the Project with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said premises including those under the West Bengal Fire Service Act and rules made thereunder 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.

- (aa) Maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, Burdwan Municipality WBSEDCL, Fire Brigade, Pollution Control Boards & other Environment Authorities and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the said Premises (as applicable) and to make such additions and alterations in or about or relating to their respective units and/or the Buildings as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter in any manner liable or responsible therefore and to pay all costs and expenses therefor wholly or proportionately as the case may be 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 and the Maintenance In-charge and each of them 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 the part of the Allottees.
- (bb) to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of The Burdwan Municipality.
- (cc) to bear and pay and discharge exclusively the following expenses and outgoings: -

- i) All municipal rates and taxes and water tax, if any, assessed on or in respect of their respective units directly to the Burdwan Municipality Provided That so long as their respective units are not assessed separately for the purpose of such rates and taxes, each Allottee shall (if so directed by the Promoter) pay and/or deposit in the Suspense Account of the Burdwan Municipality proportionate share of all such rates and taxes assessed on the said Premises or pay the same to the Promoter as the Promoter may direct; For the period prior to the aforesaid date, the Promoter shall remain liable for payment of such rates and taxes and shall indemnify and keep saved harmless and indemnified the Allottee with regard thereto.
- 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 Buildings or the said Premises as a whole and whether demanded from or payable by the Allottee or the Promoter and the same shall be paid by the Allottee wholly in case the same relates to their respective Units and proportionately in case the same relates to the Buildings or the said Premises as a whole. For the period prior to the aforesaid date, the Promoter shall remain liable for payment of such rates and taxes and shall indemnify and keep saved harmless and indemnified the Allottee with regard thereto.
- iii) Electricity charges for electricity consumed in or relating to their respective units and until a separate electric meter is obtained by the Allottee for their respective units from CESC Limited, the Promoter and/or the Maintenance In-Charge shall(subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Allottee shall pay electricity charges to the Maintenance In- charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-charge shall be liable to pay the same to the supplier thereof.



- iv) Charges for enjoying and/or availing excess power (i.e. in excess of that allotted to their respective units by the Promoter) 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 their respective units, 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 Third Schedule hereunder written) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottees herein shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @Rs.\_\_\_\_\_only per square foot per month of the sum total of SBA\_\_\_\_\_sq.ft. and
  - vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees 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 the supplier from its consumers for the delay payment of its bills).
- (dd) None of the Allottees shall use any brick work or load bearing walls for creating internal partitions in their respective flats / apartments and/or do any core-cuts/slab-cuts. In this context it is expressly mentioned and notified by the Promoter and each of the Allottees is made fully aware of the fact that the Tower Building is a tall / high rise structure and for structural load calculations, the internal partitions for all the rooms have been considered to be dry walls / shera board and light-weight concrete blocks are used only in the kitchens staircases and shafts. In case the Allottees or any of them uses any brick work or load bearing walls and/or do any core-cuts/slab-cuts, then the structural load calculations of the Tower Building will be and/or is likely to be dis-balanced / upset thereby affecting / de-establishing the structural stability of the Tower

Building.

- (ee) 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.
2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7<sup>th</sup> day of the month for which the same be due in case of monthly payments and otherwise also all other payments here in mentioned shall be made within 7 days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon them, in case the same are left in their respective units or in the respective letter boxes.
  3. 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, the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other allottees proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee 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 there of 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 Allottee.
  4. In the event of any of the Allottees failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by them as aforesaid and/or in observing and performing their covenants terms and conditions hereunder, then without prejudice to the other remedies available to the Maintenance In-charge against the defaulting Allottee,

such defaulting Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of ( percent) per men sem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to after giving days prior written notice to the Allottee to remedy the default:

- (i) disconnect the supply of electricity to the unit of the defaulting Allottee;
- (ii) withhold and stop all other utilities and facilities (including generator etc.,) to the defaulting Allottee and his / her / its / their employees ,servants, visitors, guests, tenants, licensees and/or his/her/its/their unit;
- (iii) to demand and directly realize rent and/or other amounts becoming payable to the defaulting Allottee by the tenants or licensees or other occupant in respect of the unit of the defaulting Allottee.
- (iv) to display the name of the Allottee as a defaulter on the notice board of the Project.

4.1 It is also agreed and clarified that in case any allottee (not necessarily being the Allottee 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.(including disconnection of electricity, etc.),then the Allottee shall not hold the Promoter or the Maintenance In-charge responsible for the same in any manner whatsoever.

**Note: This Deed is subject to change if the Association is formed prior to registration of the Deed of Conveyance and such other changes as deemed fit by the Promoter subject to applicable laws.**