

Dated: _____

To

Sub.: PROVISIONAL ALLOTMENT LETTER

This has reference to your application dated _____ M/s Anisha Developers & Builders Private Limited, is pleased to allot you Unit No. ___ along with Car Parking Space No. ___.

This provisional allotment is subject to the fulfillment of terms and condition as detailed below which shall prevail over all other terms & conditions given in our brochures, advertisement, price lists & any other sale documents as well as overrides any other previous communication.

COST OF FLAT/VILLA/PLOT

Sr. No.	PARTICULARS	AMOUNT Rs.
A	Basic Price (BSP)	
B	Interest Free Maintenance Security	
C	Electricity Installation & Power Back-up ____ Kw.	
6.	External Development Charges	
	TOTAL COST/ Consideration (A+B)	

Rupees (_____)

ADDITIONAL CHARGES (AC): Additional charges ,which are over and above the Basic Price as mentioned in the price list and various clauses of this letter for providing the various facilities, shall become payable as per conditions of price list / brochure.

PAYMENT PLANS: Full payment has to be made as per following schedule:

S. No.	Date	Amount (Rs.)
1.	On Application	Rs.2,01,000/-
2.	Within 30 Days of Application	30%* less Rs. 2,01,000/-
3.	On Basement Roof Casting	10%*
4.	On Ground Floor Roof Casting	10%*
5.	On First Floor Roof Casting	10%*
6.	On Second Floor Roof Casting	10%*
7.	On Forth Floor Roof Casting	10%*
8.	On Starting of Brick Work/Plastering	10%*
9.	On Starting of Flooring/Other Finishing Work	05%*
10.	On or before handing over of Possession	05%*
	Total Cost/ Consideration	

*Of Total Consideration

Note: That due dates for payment of installment are projected dates. In case of any change in the said date, the same shall be informed to the Allottee/s accordingly and that date shall be reckoned as due date for all purposes. In case of non-payment of installment, the interest @ 2% per month or any part of a month shall be calculated and charged from due date of payment till the date of actual payment.

POSSESSION OF THE FLAT: Possession is expected to be handed over on the due date of possession as mentioned in the Sale Agreement **or** on the date of payment of the entire cost of the Flat and Extra Charges, Registration charges and any other charges as may be intimated by the Company, whichever is later.

Terms & Conditions:

1. This application is only a request of the applicant/s for allotment of Apartment and does not create any right whatsoever or howsoever in the applicant.
2. Developer reserves the right not to accept the said application and also the right to allot / transfer the Apartment/s to any other person without any objection/obstruction from the applicant or any other person claiming through him/her/it.
3. Developer at its absolute discretion shall be entitled to reject the application without assigning any reason whatsoever or howsoever.
4. The applicant/s agrees that in the event of non-acceptance / rejection of the application by the Developer, the application amount will be refunded without interest.
5. In case the applicant/s desire to withdraw the application for purchase of Apartment any time hereafter, or in case of default by the applicant/s to execute the agreement for transfer (in short “the **agreement**”) within 30 days of application then the Developer will be entitled to deduct a sum equivalent to **1% of the Total Price** (as mentioned application form) out of the application money and refund the balance to the applicant/s and the applicant/s shall forfeit the right to be allotted the Flat / Apartment and the applicant/s hereby consent to the same.
6. The applicant shall be bound by the terms and conditions as be contained in the agreement, which shall be generally common to all prospective buyers of flats / apartments / units.
7. The applicant cannot transfer the allotment / benefits of contract for 12 calendar months following the date of the agreement. However, the applicant shall be entitled to transfer or alienate his rights under the agreement after 12 calendar months from the date of the agreement subject to the applicant not being in default in observance of his obligations under the Agreement

(including as regards payments) and fulfillment of the conditions for such transfer / nomination to be stipulated in the agreement, including payment of a fee / charge of 3% of the then sale price or developer's market price of that unit (whichever is higher) to the Developer.

8. The applicant shall pay interest @18% (eighteen percent) per annum on all sums becoming due and which the applicant fails to pay to the Developer within the period stipulated in the allotment letter / agreement, without prejudice to the other rights of the Developer.
9. In case the information provided is incorrect or misleading or if applicant commits default in making payment of the consideration or in observing his covenants under the agreement, then the Developer shall be entitled to terminate the allotment / agreement without in any way becoming liable to the applicant and upon the Developer having entered into a contract for sale of the said Apartment, the Developer shall refund to the applicant the earnest money paid by the applicant to the Developer after deduction of a sum equivalent to **5% (five percent) of the Total Price** as and by way of pre-determined compensation/liquidated damages, it being clarified that other amounts on account of Extras shall not be refunded.
10. The Developer shall be entitled to have the plan as may be sanctioned from time to time to be modified and/or altered. In case additional constructions are sanctioned by the concerned authorities, then the Developer shall be entitled to construct and deal with to its own benefit, to which the applicant shall not raise any objection.
11. The applicant shall be bound to become a member of the Maintenance Company / Association and shall sign and execute all papers, documents and applications for the purpose of formation of the same and proportionately pay and incur all costs fees and expenses in that behalf and do all the necessary acts deeds and things.
12. Unless an agreement is executed in writing, the applicant/s shall not be entitled to and hereby agree not to set up any oral agreement whatsoever or howsoever.

Signature of Purchasers

Signature of Vendor / Developers

THIS AGREEMENT made this day of , 2018 **BETWEEN ANISHA BUILDERS & DEVELOPERS PRIVATE LIMITED**, (PAN – AACCA9843L), a company, having its registered office at Holding No. - AS/96/216/08, Ramkrishnapally Mondalganhi, VIP Road, District: 24 Paraganas North, Kolkata-700052.

hereafter called "the **OWNER**" of the **ONE PART AND (MR.)** (PAN), son of Mr., and **(MRS.)** (PAN), wife of Mr., both resident of hereafter called "the **PURCHASERS**" of the **OTHER PART**:

W H E R E A S :

- A. The words and expressions used in this Agreement shall, unless they be contrary and/or repugnant to the context, have the meanings assigned to them in the **FIRST SCHEDULE** hereto.
- B. The Owner is the sole and absolute Owner of and is well and sufficiently entitled to the Premises, more fully described in the **SECOND SCHEDULE** hereto, free from all encumbrances. The devolution of titles of the Owner to the Said Premises is more fully described in the **EIGHTH SCHEDULE** hereto.
- C. The Owner has decided to develop the Premises, also by way of construction of the New Buildings and has agreed to sell to the Purchaser the Said Unit **TOGETHER WITH** the Undivided, Impartible, Proportionate share in the Premises and the Common Portions.
- D. The Plans for construction of the New Buildings have already been sanctioned by the Municipality, presently Bidhannagar Municipal Corporation.
- E. The Purchaser has approached the Owner and has agreed to acquire from the Owner and the Owner has agreed to sell to the Purchaser **the Said Flat**, more fully described in **PART-I** of the **SEVENTH SCHEDULE** hereto and delineated on the Map marked "**B**" and bordered "**GREEN**" thereon **TOGETHER WITH** the Undivided, Impartible, Proportionate and Variable share in the land attributable to the Said Flat, underneath the Building in which the said Flat situates, comprised in the Said Complex, more fully described in and delineated on the Map marked "**B**" and bordered "**GREEN**" thereon the **SECOND SCHEDULE** hereto and delineated on the Map marked "**A**" and bordered "**RED**" thereon **AND TOGETHER WITH** the proportionate share in and right to use the Common

Portions and other common facilities, more fully described in the **THIRD SCHEDULE** hereto, in consideration of the Purchaser paying the Price to the Owner **SUBJECT TO** the Rules and Regulations contained in the **SIXTH SCHEDULE** hereto and on the terms and conditions hereunder contained.

- F. The Said Unit, the Said Share In The Land And The Rights And Properties Appurtenant Thereto, and the undivided proportionate share in the Common Portions are hereafter collectively called "the **SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO**, which is the subject matter of the sale hereunder.

- G. The Owner shall also allot a car parking space on **Ground Level (Direct)** to the Purchaser to park a medium sized motor car.

IT IS NOW HEREBY AGREED AND DECLARED:

1. **TITLE AND PLANS:**

- 1.1 The Purchaser has examined the Plans and the rights of the Owner to enter into this Agreement and has thoroughly satisfied himself about the same and shall not raise any objection with regard thereto or any changes or amendments that the Owner may make therein (within the provisions of relevant Laws and Rules) or make any requisition concerning the same.

2. **PRICE:**

- 2.1 For the consideration of **Rs...../- (Rupees**
.....) only, plus G S T as applicable under the Law, more fully mentioned in **PART-II** of the **SEVENTH SCHEDULE** hereto, to be paid by the Purchaser in the manner and by the installments mentioned in **PART-III** of the **SEVENTH SCHEDULE** hereto, the Owner agrees to construct, complete, sell, convey, assign, transfer and assure to and unto the Purchaser the Said Unit, more fully described in **PART-I** of the **SEVENTH SCHEDULE** hereto and delineated on the Map marked

"**B**" and bordered "**GREEN**" thereon, **TOGETHER WITH** the Said Share In The Land And The Rights And Properties Appurtenant Thereto, i.e. the Undivided Impartible Proportionate share in the Land, underneath the New Buildings, contained in the Premises more fully described in the **SECOND SCHEDULE** hereto and delineated on the Map marked "**A**" and bordered "**RED**" thereon **AND TOGETHER WITH** the proportionate share in the Common Portions, more fully described in the **THIRD SCHEDULE** hereto, free from all encumbrances **SUBJECT TO** the Rules and Regulations contained in the **SIXTH SCHEDULE** hereto and on the terms and conditions hereunder contained.

2.2 It is clarified that the Price includes:

- a) Cost of the Said Share In The Land And The Rights And Properties Appurtenant Thereto;
- b) Costs of construction of the Flat/Covered Space comprised in the Said Unit;
- c) Proportionate costs of construction and installation of the Common Portions and facilities; and
- d) The development charges and all other costs, remuneration and profit of the Owner as mentioned herein;

3. **MANNER AND TIME OF COMPLETION:**

3.1 The Owner will construct the Said Unit as a decent and respectable unit of residential accommodation in the manner mentioned in the **FOURTH SCHEDULE** hereto by 31.03.2020 and the Common Portions in the manner mentioned in the **THIRD SCHEDULE** hereto by 30.06.2020;

4. **EXTRAS:**

4.1 In addition to the Price mentioned in **PART-II** of the **SEVENTH SCHEDULE** hereto, the Purchaser shall also pay to the Owner:

- a) Security deposit and all other billed charges of the supply agency for providing electricity meter/sub-meter to the Said Flat, at actual.
- b) An amount of Rs.20,000/- (Rupees Twenty Thousand) only towards charges for providing power backup up to 0.75 KVA (for 2 BHK) and Rs.25,000/- (Rupees Twenty Five Thousand) only towards charges for providing power backup up to 1.00 KVA (for 3 BHK) to the Said Flat.
- c) An amount equivalent to 12 (Twelve) months Maintenance Charges, calculated at the rate of Rs.3.00/- per square feet per month as Security Deposit (interest free) towards maintenance of the Said Complex, on or before the handing over of possession of the Said Flat to the Purchaser. Beside this the Purchaser shall be obliged to pay Maintenance Charges, on monthly basis to the Owner, till the maintenance of the Said Complex is handed over to the Association or an agency;
- d) Proportionate share of the estimated Corporation / Municipal/ Panchayat Tax, Ground Rent, Tax assessment charges and other levies related to the land comprised in the Said Complex, for a period of 6 (Six) months, on or before handing over the possession of the Said Flat to the Purchaser;
- e) Service Tax, Works Contract Tax, Value Added Tax or any other tax or levy and imposition, if any, levied by the State Government, Central Government or any other authority or body on the Owner, from time to time.
- f) Obtaining and providing water and sewerage connection to the Said Complex, from the Civic Authority if any;
- g) Cost and charges, if any incurred, for forming the Association for the Common Purposes;
- h) Betterment or other levies that may be charged, imposed by any government authorities or statutory bodies on the Premises or the Said Flat and Appurtenances or its transfer or construction in terms hereof,

- 4.2 The Purchaser shall also pay wholly the :
- a. Fees of the Advocates for preparing Sale Agreements, which shall be Rs.14,800/- (Rupees Fourteen Thousand And Eight Hundred) only payable on or before the execution of this Agreement;
 - b. Increased cost of the Owner due to any variation or extra work that mentioned in the **FOURTH SCHEDULE** hereto;
 - c. Cost of preparation and registering the Sale Deed including stamp duty, registration fees and miscellaneous expenses for all documents to be executed in pursuance hereof.
- 4.3 The Purchaser shall, within 15 (Fifteen) days of demand from the Owner or at or before the Date Of Possession, whichever be earlier, deposit with the Advocates the amount estimated by them towards the costs mentioned in clause 4.2 c), immediately preceding. After such deposit, the Owner shall proceed for the clearance certificate, if any, required for completion of the sale and the Conveyance will be got completed by the parties within 1 (One) month thereafter.
- 4.4 All amounts mentioned in clause 4.1 and 4.2, hereinabove shall be paid by the Purchaser before the Date of Possession or within 7 (seven) days of demand by the Owner, whichever be earlier. In case the exact liability on any head cannot be quantified, then the payment shall be made according to the Owner's reasonable estimation **SUBJECT TO** subsequent accounting and settlement within a reasonable period.

5. **COMPLETION OF SALE:**

- 5.1 The Owner shall **SUBJECT TO** the provision of clause 4.1(c) herein, complete the sale and/or Conveyance of the Said Unit And The Rights And Properties Appurtenant Thereto in favour of the Purchaser, within 3 (Three) months from the Date Of Possession of the Said Unit **BUT NEVERTHELESS** the Purchaser shall pay the last installments of the payments of the Price mentioned in **PART-II** of the **SEVENTH SCHEDULE** and all cost and deposits mentioned in 4.1 and 4.2 hereto at

or before the Date Of Possession **PROVIDED HOWEVER** simultaneously with the delivery of possession of the Said Unit to the Purchaser, the possession of the Said Unit And The Rights And Properties Appurtenant Thereto shall be deemed to have been delivered to the Purchaser and this sale thereof shall be deemed to have been completed on that date.

5.2 The form of the Conveyance shall be such as be drawn by the Advocates and the Purchaser shall not raise any objection with regard thereto.

5.3 Within 15 (Fifteen) days of being required by the Owner to do so, the Purchaser shall accept, execute, complete and/or deliver to the Owner such documents, statements, affidavits and authorities as be deemed advisable by the Advocates in pursuance hereof.

6. **MISCELLANEOUS COVENANTS DURING CONSTRUCTION:**

6.1 Until delivery of possession of the Said Unit to the Purchaser, the Owner shall exclusively be entitled to possess the Said Unit and the Premises and every part thereof.

6.2 The Purchaser shall not deal with let out, encumber or transfer the Said Unit The Rights And Properties Appurtenant Thereto without the consent in writing of the Owner, first had and obtained, until possession of the Said Unit is delivered to the Purchaser.

7. **POSSESSION:**

7.1 The Purchaser agrees and covenants not to claim any right or possession over and in respect of the Said Flat And The Rights And Properties Appurtenant Thereto, till such time the Purchaser has paid the entirety of the Price and has also paid or deposited all other amounts agreed to be paid or deposited under this Agreement.

7.2 Upon construction of the Said Flat, the Owner shall give notice thereof to the Purchaser, who shall, within 15 (Fifteen) days of service of the said notice, take possession of the Said Flat, after making the payment of all amounts due and payable towards the Price and other amounts and

deposits payable hereunder and fulfilling all covenants stipulated hereunder.

7.3 The Purchaser shall, unless they take possession earlier, be deemed to have taken possession of the Said Flat on the Date of Possession, i.e. on the 15th (Fifteenth) day of the service of the said notice, irrespective of when he/she take actual physical possession. It is further clarified that the Purchaser shall be liable to pay the Common Maintenance Charges to the Owner or the agency authorized by the Owner, from the said Date of Possession.

7.4 It shall not be obligatory for the Owner to complete the Common Portions in all respects before giving Possession notice to the Purchaser and the said flat shall be deemed to have been completed in all regards if the same is made fit for habitation as per the Specifications, more fully mentioned in the Fourth Schedule herein. The decision of the Architect in this regard shall be final and binding to the Purchaser.

7.5 As after the Date of Possession, the Purchaser shall not raise any objection or claim of any nature whatsoever regarding the quality of material used, workmanship, completion of the Said Flat and verification of the measurement of the Said Flat.

8. **MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:**

8.1 As from the Date of Possession, the Purchaser covenants:

- a) To co-operate in the management and maintenance of the New Buildings and/or the Premises and formation of the association;
- b) To observe the rules framed from time to time for the Common Purposes;
- c) To allow the Association and its workmen to enter into Said Unit for completion and for the Common Purposes;

- d) To pay and bear the Common Expenses in respect of the New Buildings and/or the Premises, proportionately and the Said Unit, wholly;
- e) Till the separate assessment of the Said Unit for the purpose of Corporation / Municipal Taxes, to let out or part with possession of the Said Unit only after prior information in writing to the Owner/ Association of the full particulars of the occupant and rent and all other charges and benefits receivable by the Purchaser in respect thereof, to the extent necessary for assessment of the liability for rates, taxes and other impositions;
- f) To deposit the amounts reasonably required towards the Purchaser' liability for the rates, taxes and other outgoings;
- g) To pay for electricity & other utilities consumed in or relating to the Said Unit;
- h) To use the Said Unit for residential purpose;
- i) Not to put any article, including, name-plate and letter box **SAVE** at the place approved or provided by the Owner/Association; and
- j) Observe such other covenants as be deemed reasonable by the Advocates for the Common Purposes;

8.2 Until handing over to the Association as proposed in the West Bengal Housing Industry Regulation Act, 2017, the Owner shall manage and maintain the New Buildings and the Premises and the Purchaser shall pay to the Owner, as Common Expenses, a fixed amount calculated @ Rs.3.00/- per Square Feet **SUBJECT TO** increase according to rise in relevant price index, from time to time.

8.3 The deposit for the Municipality rates and taxes from time to time, as reasonably required according to the laws then prevailing.

- 8.4 The said payments and/or deposits shall be made within the 7th (Seventh) day of the month for which the same be due, in case of monthly payments and otherwise, within 8 (Eight) days of the Owner's demand.
- 8.5 All amounts to be deposited by the Purchaser in pursuance hereof shall be utilized only for the purpose for which the same are made respectively **SUBJECT HOWEVER TO** the other provisions hereof.

9. **ASSOCIATION:**

- 9.1 The Owner shall form the Association as per the provision of the West Bengal Housing Industry Regulation Act, 2017, for the maintenance of the Common Portions and the Co-owner shall be liable to pay the maintenance charges thereof in proportion to the Built-up Areas occupied by them.
- 9.2 The Owner shall, upon completion of the New Buildings and of all transfers, transfer to the Association all the Owner's rights and obligations with regard to the Common Purposes and shall also transfer the residue then remaining of the security deposit and other deposits, if any made by the Co-Owners for the Common Purposes, after adjusting all amounts then remaining due and payable by them to the Owner. The amounts thus transferred shall be held by the Association, in the account of the Co-owners respectively, for the purposes thereof.
- 9.3 After the Owner makes the aforesaid transfer to the Association, all the rights and obligations of the Owner with regard to the Common Purposes shall stand transferred to the Association and only the Association shall be entitled thereto and obliged therefore. All references to the Owner herein shall henceforth be deemed to be references to the Association.

10. **DEFAULTS:**

- 10.1 In case the Purchaser fails to has the sale of the Said Flat And The Rights And properties Appurtenant Thereto completed in their favour in terms hereof, then in such event, the Purchaser shall be liable to compensate the Owner for all losses and expenses, including those incurred and/or suffered on account of Income-tax and other taxes.
- 10.2 Notwithstanding anything herein contained, in case the Purchaser commits defaults in observing his/her covenants herein, including those for payment, within the time specified therefore, then and in such event, this Agreement shall stand terminated and all rights and claims of the Purchaser against the Owner and/or the Association and/or the Said Land comprised in the said Complex and/or the Said Flat And The Rights And Properties Appurtenant Thereto shall stand extinguished. The Owner shall within 3 (Three) months of such termination, refund to the Purchaser all sums paid by the Purchaser, after deducting a sum equal to 5% (Five percent) of the Price of the Said Flat, as mutually accepted towards the liquidated damages. **SUBJECT TO** such refund, the Said Flat And The Rights And Properties Appurtenant Thereto and all other interests of the Purchaser in the Said Land and every part thereof shall also stand forfeited and/or vested in the Owner and the Owner shall be entitled to enjoy and/or transfer all rights and interests vested as aforesaid in its own favour and/or in favour of its nominees and/or any other intending Purchaser, without in any further reference to the Purchaser.
- 10.3 In case the Owner condones the default of the Purchaser, then and in such event, the Purchaser shall, along with such dues and/or arrears, pay compensation for the loss and/or damage suffered by the Owner and also interest @ 8% (Eight percent) per annum for the period of default, on all amounts remaining unpaid.
- 10.4 Without prejudice to the aforesaid, incase such defaults are committed by the Purchaser after the Date Of Possession, the Owner and upon its formation, the Association, shall also be entitled to withhold all utilities

and facilities to the Purchaser and/or the Said Flat, including, electricity, water supply and/or other services, during the time the Purchaser are in default.

10.5 In case the Owner delays in delivering possession of the Said Flat within the time mentioned in clause 4 hereinbefore then automatically they will be entitled for a grace period of 6 (six) months for the Said Flat and 9 (nine) months for the Common Portions and other installations (referred as Extended Period). In the event the Owner delays in handing over possession of the said flat to the purchaser beyond the completion date or the extended period or the period required beyond extended period due to circumstances mentioned in clause 11.1, then the purchaser shall have the right to terminate this agreement and in such event the Owner shall refund to the Purchaser the total amount paid by the Purchaser along with the interest @ 8% (Eight percent) per annum. It is clearly agreed between the parties that in case of any contrary provisions between the aforesaid acts the Provisions of the West Bengal Housing Industry Regulation Act, 2017 will prevail for deciding such rate of interest.

10.6 Upon termination of this Agreement due to any of the circumstances mentioned in Clause 10.2, and 10.5 above, the Purchaser shall not be entitled to claim any right, title and interest (either equitable or otherwise) over and in respect of the Said Flat And Appurtenances and/or the Said Building and/or the Said Complex and/or the Residential Premises or part or portion thereof and the Purchaser shall further not be entitled to claim any charge on the Said Flat And Appurtenances and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Parties.

11. **FORCE MAJEURE:**

11.1 The Owner shall not be held responsible for any consequences or liabilities under this Agreement if the Owner are prevented in performing the obligations by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God, (2) acts of Nature, (3) acts of War, (4) fire, (5) drought, (6) terrorist action, (7) civil unrest, (8) riots and/or any other calamity and/or factors affecting the regular development of the project.

11.2 The Owner shall not be deemed to have defaulted in the performance of the Owner's contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence and cessation of any event constituting Circumstances Of Force Majeure.

12. **MISCELLANEOUS:**

12.1 The proportionate share of the Purchaser in the various matters referred herein shall be such as be determined by the Owner and the Purchaser shall be bound to accept the same, notwithstanding there being minor variations therein, for the sake of convenience.

12.2 It is clarified that the Purchaser has approached the Owner for acquiring the Said Flat and the Rights and Properties Appurtenant Thereto and in pursuance thereof, this Agreement is being executed.

12.3 The Said Complex shall be named as "**LOHARUKA GREEN ISLAND**". The Purchaser, the Co-owners and/or the Association shall not be entitled to change the name at any time in future.

12.4 The mutual understanding and agreement between the Parties that although the Common Portions are described in the **Third Schedule** below, the said description is only indicative and is not intended to bind the Owner in any manner. The Owner shall, in the absolute discretion of the Owner, be entitled to modify, improve or otherwise

improvise upon the Common Portions and the Purchaser shall not have any claim, financial or otherwise, against the Owner for such change.

- 12.5 This Agreement constitutes the entire understanding between all the parties herein and supersedes the terms and conditions whatever agreed between all the parties herein, prior to execution of this Agreement but does not include or supersede any document contemporaneously entered into between all the parties herein.
- 12.6 On happening of each event mentioned in **Part-III** of the **Seventh Schedule**, the Owner shall give written notice to the Purchaser (**Payment Notice**), quantifying the amount payable by the Purchaser. Within 15 (fifteen) days of the date of the Payment Notice, the Purchaser shall (unconditionally, without demur and without raising any dispute about service/receipt of the Payment Notice), pay the amount quantified in the Payment Notice, failing which the Purchaser shall be deemed to be in default and the consequences mentioned in Clause 10.2 and Clause 10.3 shall follow. The Purchaser covenants that the Purchaser shall regularly and punctually make payment of the installments of the Price in the manner mentioned in the **Part-III** of the **Seventh Schedule** written hereunder and this Agreement is and shall be deemed to be sufficient notice to the Purchaser about the obligation to make payment. All the amounts payable hereunder shall be made to **ANISHA BUILDERS & DEVELOPERS PRIVATE LIMITED**, the Owner herein, for which the Owner shall issue the valid Money-Receipt.
- 12.7 The Purchaser, upon full satisfaction and with complete knowledge of the Common Portions, Specifications and all other ancillary matters, is entering into this Agreement. The Purchaser has examined and is acquainted with the Said Complex to the extent already constructed and to be further constructed and has agreed that the Purchaser neither has nor shall claim any right over any portion of the Said Complex and the Residential Premises save and except the Said Flat And Rights And Properties Appurtenance Thereto.

- 12.8 The mutual understanding and agreement between the parties that (1) the Parking Space shall be allotted to the buyer after completion of the Said Complex but simultaneously with delivery of possession of the Said Flat, (2) if covered, the Parking space may be at the Basement level/ Ground Level of the said Building or any other building in the Said Complex and (3) if open to sky, at any place at the Ground Level of the Premises.
- 12.9 All open areas in the Said Complex proposed to be used for open car parking spaces do not form part of the Common Portions within the meaning of this Agreement and the Owner shall have absolute right to sell, transfer and/or otherwise deal with and dispose of the same or any part thereof.
- 12.10 Notwithstanding anything contained in this Agreement, the Purchaser has accepted the scheme of the Owner to construct the Said Complex in phases and to construct on other portions of the Said Premises/adjacent properties and hence the Purchaser has no objection to the continuance of construction in the Said Complex/other portions of the Said Premises/ adjacent properties, even after the Date Of Possession. The Purchaser shall not raise any objection or create any hindrance to the Owner and/or their persons and workmen with or without materials, however the Owner shall take all reasonable steps to minimize the inconvenience that may be caused to the Purchaser due to and arising out of the said further construction activity in the said Complex and/or in the extended Premises adjacent to the said Complex.
- 12.11 A demarcated portion of the top roof of the Said Building shall remain common to all residents of the Said Building (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Said Building shall belong to the Owner with right of exclusive transfer and the Purchaser specifically agrees not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Building as aforesaid, the Owner shall always have the right of further construction on the entirety of the top roof (by taking

permission from the concerned authorities) and the Purchaser specifically agree not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all residents of the Said Building.

- 12.12 It is further clarified that the Purchaser shall have only users' right i.e., right of ingress and egress over all the open spaces, paths and passages around the Said Complex. The Purchaser shall not claim any kind of right, title and claim to the said path and passages **SAVE** as aforesaid users' right. The Owner shall have full right, title and interest on the said path and passages and shall be at liberty to allow access to any other adjacent land. Owner to use and utilize the said internal open spaces, paths and passages, in the manner the Owner deem fit and proper and the Purchaser shall not object and/or obstruct to the Owner or its authorized person in any manner, in this regard.
- 12.13 The Purchaser shall not at any time in future, claim any right of pre-emption in respect of transfer of any flat constructed or to be constructed or in respect of the Undivided Impartible Proportionate variable Share in the Said Land or any part or portion of the Said Complex.
- 12.14 This agreement is the only agreement between the Owner and the Purchaser. All other earlier negotiations, letters, brochures and/or advertisements shall have no binding value or force. Any variation and/or alteration of the provisions hereof can take place only by formal written agreement entered into between the parties hereto.
- 12.15 In the event of the Owner being made liable for payment of any tax (excepting Income Tax), duty, levy or any other liability under any statute or law for the time being in force or enforced in future or if the Owner are advised by their consultant that the Owner are liable or shall be made liable for payment of any such tax, duty, levy or other liability on account of the Owner having agreed to perform the obligations under this Agreement or having entered into this

Agreement, then and in that event, the Purchaser shall be liable to pay all such tax, duty, levy or other liability and hereby agrees to indemnify and keep the Owner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The taxes, duties, levies or other liabilities so imposed or estimated by the Owner's consultant shall be paid by the Purchaser at or before the Date of Possession.

- 12.16 In no circumstances the Purchaser herein can transfer and/or assign his/her rights and benefits in this Agreement to any third party without prior written consent of the Owner or before completing the sale by executing and registering the formal Deed of Conveyance in his/her own favour.

13 **ARBITRATION:**

- 13.1 All disputes and differences by and between the parties hereto in any way relating to or connected with the Premises and/or the New Buildings and/or this Agreement and/or anything done in pursuance hereof shall be referred for arbitration and adjudicated in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrator shall have the right to proceed summarily and to make interim awards.

- 13.2 The Parties shall not commence legal proceedings or have any receiver appointed over the Said Flat And Appurtenances and/or the Said Complex/Residential Premises without first referring the matter to arbitration and till the Arbitral Tribunal has given its award.

14 **JURISDICTION:**

Only the courts having territorial jurisdiction over the Premises shall have jurisdiction in all matters relating to or arising out of this Agreement.

15 **NOTICE:**

15.1 All notice to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th (Fourth) day of the date of dispatch of one copy of such notice by registered post with acknowledgement due and the second copy of such notice under certificate of posting at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served. None of the party shall raise any objection as to the service of notices, served as aforesaid.

THE FIRST SCHEDULE:

(Definitions)

In this agreement, the words and expressions used shall, unless they be contrary and/or repugnant to the context, have the following meanings:

1. **ADVOCATES** shall mean such Advocates whom the Owner may from time to time, appoint as the Advocates for the Project;
2. **ARCHITECTS** means a person registered as an architect under the provisions of the Architects Act, 1972;
3. **ASSOCIATION** formed as per the provisions of West Bengal Housing Industry Regulation Act, 2017;
4. **COMMON PORTIONS** shall mean all the Common Portions, areas, facilities, amenities, erections, constructions and installations to comprise in the Said Unit and/or the New Buildings, more fully mentioned in the **THIRD SCHEDULE** hereto and expressed or intended by the Owner for common use and enjoyment of the Co-owners;
5. **COMMON EXPENSES** shall include all expenses to be incurred by the Co-owners for the maintenance, management and upkeep of the New Buildings and the Premises and/or expenses for the Common Purposes, including, those mentioned in the **FIFTH SCHEDULE** hereto;

6. **COMMON PURPOSES** shall mean the purposes of managing and maintaining the New Buildings and the Premises, particularly the Common Portions, collection and disbursement of the Common Expenses and dealing with matters of common interest of the Co-owners and relating to their mutual rights and obligations, for the most beneficial use and enjoyment of their respective units exclusively and the Common Portions in common;
7. **PRICE** shall mean and include all sums, as mentioned in **PART-II** of the **SEVENTH SCHEDULE** herein, payable by the Purchaser to the Owner here under, for and towards the consideration for sale of the Said Flat And Rights And Properties Appurtenant Thereto. It is to also place on record that the Price for the sale of the Said Flat And Rights And Properties Appurtenant Thereto is on lump-sum basis and is fixed.
8. **CO-OWNERS** shall, accordingly to its context, mean all the persons who acquire or agree to acquire or own units in the New Buildings and shall include the Owner, in case it retain any unit;
9. **MUNICIPALITY** shall mean Bidhannagar Municipal Corporation (previously the Rajarhat Gopalpur Municipality) and shall also include the Kolkata Metropolitan Development Authority and other concerned authorities, which may recommend, comment upon and/or ratify the Plans and the construction of the New Buildings;
10. **DATE OF POSSESSION** shall mean the 15th (Fifteenth) day of the service of the notice under clause 7.2 of this Agreement;
11. **MAP** shall mean the plan of the Premises and/or the Said Land annexed hereto and marked "**A**", the layout plan of the Said Flat annexed hereto and marked "**B**".
12. **NEW BUILDINGS** shall mean the blocks of buildings to be constructed by the Owner on the Premises in pursuance hereof;

13. **OWNER** shall mean the Owner above named and shall include its successors-in-office and/or assigns;
14. **PLANS** shall mean the plans, drawings and specifications of the New Buildings, prepared by the Architects and sanctioned by the the Rajarhat Gopalpur Municipality (presently Bidhannagar Municipal Corporation), vide **SL. No. 327/14/15**. Dated. **08/07/2014** and farther renewed by the Bidhannagar Municipal Corporation on Dated **18/09/2017** as Basement plus Ground plus Four stored residential project, it shall also include further sanction of additional floors and all revised sanction, alterations and modifications therein from time to time, made with the approval of the Architects and/or the Municipality;
15. **PREMISES** shall mean premises described in the **SECOND SCHEDULE** hereto and delineated on the Map marked "**A**" and bordered "**RED**" thereon and shall also include the New Buildings to be constructed thereon, wherever the context so permits;
16. **PROPORTIONATE OR PROPORTIONATELY** shall mean the proportion which the carpet Area of any unit be to the carpet area of all the units in the New Buildings **PROVIDED THAT** where it refers to share of any rates and/or taxes amongst the Common Expenses, then such share of the whole shall be determined on the basis on which such rates and/or taxes are being levied from time to time, i.e., in case the basis of any levy be area, rental income or user, then the same shall be shared on the basis of area, rental income or user of the respective units by the Co-owners, respectively;
17. **PURCHASER** shall mean the Purchaser above named and shall include the Purchaser's respective successors-in-interest and/or permitted assigns;
18. **SAID SHARE IN THE LAND AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO** shall mean and include the Undivided Impartible Proportionate share appurtenant to the Said Unit **TOGETHER WITH** the proportionate benefit of the Plans relating to the Said Unit and the Common Portions;

19. **SAID FLAT** shall mean the Flat being No. on the Side ofFloor of Block -, having a Carpet Area Square Feet (Excluding Balcony Area Square Feet) OR having total Built-up Area Square Feet, more fully described in **PART-I** of the **SEVENTH SCHEDULE** hereto and delineated on the Map marked "**B**", bordered "**GREEN**" thereon.
20. **UNDIVIDED IMPARTIBLE PROPORTIONATE SHARE** shall mean the undivided share in the Premises described in the **SECOND SCHEDULE** hereto, appurtenant to the Said Unit and inter alia, agreed to be sold to the Purchaser hereunder, which shall always be impartible and shall be proportionate to the Built-up Area of the Said Unit and shall also mean such shares appurtenant to all other units comprised in the New Buildings, wherever the context permits **HOWEVER** in case the Owner constructs any additional floors than that planned by the Owner at present, then and in such event the Undivided Impartible Proportionate share shall reduce, decrease or vary accordingly, from time to time;
21. **UNITS** shall mean the spaces constructed in the New Buildings, intended and/or capable of being exclusively owned, held and/or occupied by any co-owner;

Interpretations:

1. **SINGULAR** shall include the plural and vice versa;
2. **MASCULINE** shall include the feminine and neuter gender and vice versa;

THE SECOND SCHEDULE:

(The Premises)

ALL THAT piece or parcel of land admeasuring 89.9571 decimal equivalent to 54 Cottahs 8 Chattak 13.8 Sqft, more or less, contained in the R. S. Dag No. 2276, 2277, 2278, 2279, under R. S. Khatian No. 2193, 1163, 221, 2787 and 2861, lying and situate at Mouza Gopalpur , J. L. No. 2, Touzi No. 2998, Police Station Airport, District North 24 Parganas, within the limits of Ward No. 4 of the Rajarhat Gopalpur Municipality, under the Jurisdiction of Additional District Sub Registrar of Bidhan

Nagar, Salt Lake City and shown in the plan attached herewith and bordered "Red" thereon and butted and bounded as follows:

ON THE NORTH : By Land under R.S.Dag No. 2287 & 2293;

ON THE SOUTH : By Common Passage;

ON THE EAST : By Land under R.S.Dag No. 2279 & 2281;

ON THE WEST : By Land under R.S.Dag No. 2296;

THE THIRD SCHEDULE:

(The Common Portions)

1. **AREAS:**

- a) All covered and Open paths and passages (SAVE AND EXCEPT spaces, as allocated by the Owner as the Car Parking Space, including spaces open to sky and spaces covered);
- b) Common installations on the roof;
- c) Pump and electric meter space;
- d) Boundary walls of the Premises and/or the Said Complex;
- e) Lift Machine Room;
- f) Space provided for Generator;
- g) Common toilet;
- h) Space provided for Fire Fighting facilities;
- i) Space provided for Iron Removal Water Filtration Plant;

2. **WATER AND PLUMBING:** Overhead water tanks, water pipes (Save those inside any Flat or meant for exclusive use).

3. **ELECTRICAL INSTALLATIONS:**

- a) Wiring and accessories for lighting of Common Portions;
- b) Pump and motor (with deep tube well);
- c) Lift cage, machinery and accessories;
- d) Generator for lighting of Common Portions;

4. **DRAINS:** Drains, sewers, pipes and septic tank.

5. **OTHERS:** Other common parts, areas, equipments, installations, fixtures, fittings and spaces in or about the Said Complex as are necessary for the use and occupation of the Flats in common and as are specified by the Vendor expressly to be the Common Areas after construction of the Said Complex but excluding the roof and/or terrace and the open and covered car parking spaces.

THE FOURTH SCHEDULE:
(The Specifications of Construction)

FOUNDATION:

R.C.C. foundation and framed structure and floors to be constructed as per the Plans;

FLOORS:

Vitrified tiles with 4" (Four Inches) skirting on all sides in all other Bedrooms, living/ dining rooms.

DOORS:

Imported wooden door frame with 32mm thick flush door of commercial quality. Main door will be with a Mortice Lock.

WINDOWS:

All windows will be Sliding and made of aluminum sections fitted with glass panes and grills.

KITCHEN:

Floors vitrified/ ceramic tiles, Cooking platform of black granite top with steel sink and glazed tiles above cooking platform up to 2'-6" (Two Feet And Six Inches) height, two points with C. P. bib cock will be provided in the kitchen.

TOILET/ SANITARY WARE

Ceramic Tiles Flooring, Printed glazed tiles up to 6'-0" (Six Feet) height from floor level including Dado. Concealed piping for water. Geyser point in all bathroom/ toilet, Shower point, W.C. with cistern. All the fittings will be of C.P. Brass of Jaquar make or equivalent. One washing machine point in Balcony.

TV POINT:

One TV point in Living room and one in master bedroom.

ELECTRICAL WIRING:

Concealed PVC conduit pipes with copper wiring. Adequate outlet socket with modular switches and miniature circuit breakers, AC point in all Bedrooms and one A.C. point in living room, Telephone point in living Hall with Central distribution box at ground floor with a network of in-built telephone.

WATER SUPPLY:

By Deep Tube well with pumping to Overhead Reservoir Tanks & Iron Removal Filtration Plant.

INTERIOR WALL COATS:

All the interior walls and ceilings will be finished with a coat of plaster of paris/putty.

EXTRA WORKS:

Any extra work other than the above standard specifications shall be charged extra as decided by the Architect and such amounts shall be deposited before the execution of work.

THE FIFTH SCHEDULE:

(The Common Expenses)

1. **MAINTENANCE:** All costs for maintaining, operating, replacing, repairing, whitewashing, painting, decorating, re-decorating, re-building, re-constructing lighting and renovating the Common Portions, including, the exterior or interior (but not inside any Unit) walls of the New Buildings.
2. **OPERATIONAL:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lifts, transformers, generators, pumps and other common installations including,

their license fees, taxes and other levies (if any) and the lights of the Common Portions.

3. **STAFF**: The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.
4. **ASSOCIATION**: Establishment and all other expenses of the Association, including, its formation, office and miscellaneous expenses and also similar expenses of the Owner until handing over to the Association.
5. **COMMON UTILITIES**: All charges and deposits for supplies of common utilities to the Co-owners, in common.
6. **ELECTRICITY**: All charges for the electrical energy consumed for the operation of the common machinery and equipment.
7. **LITIGATION**: All litigation expenses incurred for the Common Purposes and relating to common use and enjoyment of the Common Portions.
8. **RATES AND TAXES**: Municipal Tax, Multistoried Building Tax, Water Tax and other levies in respect of the Land and the New Buildings **SAVE** those separately assessed on the Purchaser.
9. **RESERVES**: Creation of fund for replacement, renovation and other periodic expenses.

THE SIXTH SCHEDULE:

(Rules & Regulation)

1. **TRANSFER & DISMEMBERMENT**:
 - 1.1. The Purchaser shall not, at any time, claim partition of the Undivided Impartible Proportionate share and/or the Common Portions.

1.2. **SUBJECT TO** the provisions contained in these presents **AND SUBJECT TO** the provision of law for the time being in force, the Purchaser shall be entitled to the exclusive ownership, possession and enjoyment of the Said Unit And The Rights And Properties Appurtenant Thereto and the same shall be liable and transferable as other immovable properties.

1.3. In case the Purchaser divests himself / herself of his/her rights in the Said Unit And The Rights And Properties Appurtenant Thereto, then such transfer shall be accompanied by the transfer of all share or interest the Purchaser may has in the New Buildings, the Premises and the Association and such transfer shall be **SUBJECT TO** the condition that the transferee shall become the proportionate share-holder and/or owner of the equity capital and/or member of the Association and abide by all the covenants and pay all amounts payable by the Purchaser hereunder and such transferee shall also have all the rights as the Purchaser may have hereunder. Moreover, any transfer shall not be in any manner inconsistent herewith and the covenants herein shall run with the Said Unit and The Rights And Properties Appurtenant Thereto;

2. **MUTATION, TAXES AND IMPOSITIONS:**

2.1. The Owner shall, after the transfer being completed in terms hereof, for and on behalf of the Purchaser, apply for and have the Said Unit separately assessed for the purpose of assessment of municipal rates and taxes.

2.2. Until such time as the Said Unit be not separately assessed and/or mutated in respect of any tax or imposition, the Purchaser shall bear and pay the proportionate share of the rates and taxes.

- 2.3. Upon the mutation of the Said Unit in the name of the Purchaser for the purpose of liability of any tax or imposition, the Purchaser shall pay wholly such tax or imposition, in respect of the Said Unit and proportionately in respect of the Common Portions.
- 2.4. Apart from the amount of such taxes and impositions, the Purchaser shall be liable to pay the penalty, interest, costs, charges and expenses for and in respect of such taxes or impositions, proportionately or wholly, as the case may be.
- 2.5. All taxes, impositions and outgoings, including penalties, costs, charges and expenses, in respect of the Premises and the New Buildings, accruing till the Date Of Possession of the Said Unit, shall be paid, borne and discharged by the Owner exclusively and those accruing for the period thereafter shall be paid, borne and discharged by the Purchaser wholly, in case the same relates exclusively to the Said Unit and proportionately, in case the same relates to the Premises and the New Buildings.
- 2.6. The terms "Taxes" and "Imposition" referred to in the various sub-clause of clause 2 immediately preceding shall include Land Revenue, Municipal Rates and Taxes, Municipal Surcharge, Multistoried Building Tax, Urban Land Tax, Betterment Fees, Water Tax, etc. and/or taxes of similar nature and/or any other new taxes as may be imposed from time to time.

3. **MANAGEMENT AND MAINTENANCE OF THE COMMON PORTIONS:**

- 3.1 Until formation of the Association, the Owner, may, from time to time, appoint ad-hoc committee or committees of the Co-Owners for such purposes and on such terms as to its election, constitution, authority, delegation and/or function, as the Owner may deem proper. The Owner, at its option, may also terminate the appointment of such ad-hoc committee or committees.

3.2 The Purchaser shall not, in any manner, interfere or raise any objection whatsoever in or with the said functions of the Owner and/or of the Association, relating to the Common Purposes.

3.3 The Owner and upon its formation, the Association shall frame such rules, regulations and bye-laws for the Common Purposes, as the Owner or the Association may consider reasonable but not inconsistent with the provisions herein and the Purchaser shall abide by the same.

4. **THE ASSOCIATION:**

4.1 The Purchaser, shall become members of the Association and shall pay proportionately all cost for and/or relating to the formation and the establishment of the Association and shall sign such forms, papers, documents, memorandum, articles, declarations, constitution, rules and/or regulations as be necessary and be reasonably required by the Owner.

5. **TITLE DEEDS:**

5.1 The Owner shall keep the title deeds in respect of the Premises, as are in its possession, in its safe custody or in the custody of any person or persons as the Owner may, in its absolute discretion, think fit and proper. The Owner shall at the cost of the Purchaser, arrange for inspection thereof and allow the Purchaser to take copies and/or extracts there from as be required by the Purchaser and shall also, at the like request and cost arrange for production of the same before such authorities as the Purchaser may reasonably require.

6. **ADDITIONS, ALTERATIONS AND PAYMENT OF BETTERMENT FEES ETC.:**

6.1 The Purchaser shall at his/her cost, wholly in case it relates to the Said Unit or any part thereof and proportionately, in case it relates to all the Units in the New Buildings and/or the Common Portions, make all alterations and/or additions as be required to be made by the Corporation / Municipality or other statutory bodies and similarly pay all fees and/or penalties required to be paid in respect thereof.

7. **USER OF THE SAID UNIT AND THE COMMON PORTIONS:**

- 7.1 The Purchaser shall, at his/her own costs and expenses, do the following:
- 7.1.1 Keep the Said Unit and every part thereof and all fixtures and fittings therein or exclusive thereto properly painted and in good repairs and in a neat and clean condition and as a decent and respectable place.
- 7.1.2 Use the Said Unit and all Common Portions carefully, peacefully and quietly and only for the purpose for which it is meant.
- 7.1.3 Use all paths, passages, and staircases (save those reserved hereunder by the Owner or the Association, upon its formation) for the purpose of ingress and egress and for no other purposes whatsoever, unless permitted by the Owner or the Association, upon its formation, in writing.
- 7.1.4 Use and affix grills as specified by the Owner.
- 7.2 The Purchaser shall **NOT** do the following:
- 7.2.1 Obstruct the Owner or the Association in their acts, relating to the Common Purposes.
- 7.2.2 Violate any of the rules and/or regulations laid down for the Common Purposes and for the user of the Common Portions.
- 7.2.3 Injure, harm or damage the Common Portions or any other Units in the New Buildings by making any alterations or withdrawing any support or otherwise.
- 7.2.4 Alter any portion, elevation or colour scheme of the New Buildings.

- 7.2.5 Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuses in the Common Portions **SAVE** at the places indicated therefore.
- 7.2.6 Place or cause to be placed any article or object in the Common Portions.
- 7.2.7 Use the Said Unit or any part thereof for any purpose other than for residential purpose.
- 7.2.8 Carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Unit or the Common Portions.
- 7.2.9 Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Units in the New Buildings and/or the adjoining building or buildings.
- 7.2.10 Use or allow the Said Unit or any part thereof to be used for any club, meeting, conference hall, nursing home, hospital, boarding house, catering place, restaurant or other public purpose without the written consent of the Owner/Association.
- 7.2.11 Put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the New Buildings and/or outside walls of the Said Unit **SAVE** at the place or places provided therefore or approved in writing by the Owner or the Association **PROVIDED THAT** this shall not prevent the Purchaser from displaying a decent name plate outside the main door of the Said Unit.
- 7.2.12 Obstruct or object to the Owner using, allowing others to use, transferring or making any construction on any part of the Premises and/or the New Buildings **SAVE** the Said Unit.
- 7.2.13 Obstruct the Owner in selling or granting rights to any person on any part of the Premises and/or the New Buildings (excepting in the Said Unit).

- 7.2.14 Keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Unit.
- 7.2.15 Allow or keep any lunatic or any person suffering from any virulent, dangerous, obnoxious or infectious disease in the Said Unit.
- 7.2.16 Keep any domestic animal or pet **SAVE** in the manner permitted in writing by the Owner or the Association or the Municipality and other authorities.
- 7.2.17 Affix or draw any wire, cable, pipe from to or through any Common Portions or outside walls of the New Building or other Units **SAVE** in the manner indicated by the Owner or the Association.
- 7.2.18 Keep any heavy articles or things which are likely to damage the floors or operate any machine **SAVE** usual home appliances.
- 7.2.19 Install or keep or run any generator so as to cause nuisance to the occupants of the other portions of the New Buildings.
- 7.2.20 Install any air-conditioner except according to the specifications of the Owner and on obtaining prior written permission of the Owner.
- 7.2.21 Affix or change windows or grills other than according to the approved specifications of the Owner and on obtaining prior written permission of the Owner.
- 7.2.22 Change the colour scheme of the windows and grills of the Said Unit other than according to the specifications of the Owner and on obtaining prior written permission of the Owner.

8. **PAYMENTS AND DEPOSITS TOWARDS TAXES AND IMPOSITIONS AND THE COMMON EXPENSES:**

- 8.1 The Deposits and payments to be made by the Purchaser in terms hereof, including, those mentioned hereinabove shall be made by the Purchaser within 8 (Eight) days of the Owner's or the Association's

(Upon its formation) leaving its bill for the same in the Said Unit and/or at the above or last notified address of the Purchaser.

8.2 The Purchaser shall regularly and punctually pay the proportionate share of the Common Expenses on the dates and in the manner elsewhere contained herein.

8.3 It is clarified that, out of the payments and deposits mentioned hereinabove, in case there be any deficit, the Purchaser shall pay further amounts and in case there be any excess, the same shall be refunded to the Purchaser or adjusted with the future payments by the Purchaser to the Owner and upon its formation, to the Association at the Owner's and/or the Association's discretion.

9. **MISCELLANEOUS:**

9.1 Any delay or indulgence by the Owner, or upon its formation, the Association, in enforcing the terms of these presents or any forbearance or giving of time to the Purchaser shall not be construed as a waiver of any breach or non-compliance nor shall the same, in any manner, prejudice the rights of the Owner or the Association, upon its formation.

9.2 Whenever any amounts are expressly payable by the Purchaser hereto, the same shall wholly be payable by the Purchaser in case the same relates only to the Said Unit including the Parking Space and proportionately in case they relate to the Said Unit and the Common Portions, unless otherwise specifically mentioned.

9.3 All amounts becoming due and payable hereunder and the liability for the same shall be and shall remain a charge on the Said Unit.

9.4 All charges for the electricity consumed in the Said Unit shall be borne and paid by the Purchaser.

9.5 As between the Owner and/or the Association of the one part and the Purchaser of the other part, the parties Shall indemnify and keep each other saved, harmless and indemnified in respect of all losses, damages,

claims, demands, costs proceedings and actions arising due to any non payment or other default in observance of the terms and conditions contained in these presents.

9.6 The Owner shall always have the exclusive right to raise further stores on the top floors, of the New Buildings as also to make construction on any portion of the Premises and to use, enjoy, hold and transfer the same to the persons desirous of owning the same on substantially the same terms and conditions as to user and maintenance as herein contained and the Purchaser agrees not to obstruct the exercise of such right by the Owner in any manner whatsoever.

THE SEVENTH SCHEDULE:

PART-I

(The Said Unit)

ALL THAT the flat/ covered space being No. in the side of the of "**Block-**" of the Said Complex, named "**LOHARUKA GREEN ISLAND**", having a Carpet Area Square Feet (Excluding Balcony Area Square Feet), more or less, consist of 3 (Three) Bed Rooms, 1 (One) Living/Dining Space, 1 (One) Kitchen, 2 (Two) toilets more fully delineated on the Map annexed hereto, marked "**B**" and bordered "**GREEN**" thereon.

PART-II

(The Price)

Consideration for sale of the Said Flat And the Rights and Properties Appurtenant thereto

Rs./-

(Rupees) only.

PART-III

(Mode of payment of the Price)

Sl.No	Mode of payment of the Price	Amount (Rs.)
1.	On or before the execution here of	/-
2.	Within 15 days from the date here of	/-
3.	On Basement Floor Roof Casting/-
4.	On Ground Floor Roof Casting/-
5.	On First Floor Roof Casting/
6.	On Second Floor Roof Casting/
7.	On Fourth Floor Roof Casting/
8.	On Starting Of Brick Work/Plastering/
9.	On Starting Of Flooring/Other Finishing Work/
10.	On or before handing over of possession/
Total:	/-

(Rupees) only.

THE EIGHTH SCHEDULE:

(Devolution of Titles)

1. **WHEREAS** by an Indenture of Conveyance dated 20th September, 1978, **Smt Ashrumati Devi**, sold, transferred and conveyed the revenue paying land admeasuring 19 (Nineteen) decimal, equivalent to 11.515 Cottahs, be the same little more or less, lying in and situated at Mouza: Gopalpur, J.L No: 2, Touzi No: 2998, comprised in C.S Dag No: 3290, corresponding to R.S Dag No: 2276, appertaining C.S Khatian No: 1147 corresponding to R.S Khatian No: 2192 within the limits of Ward No: 3, of Rajarhat Gopalpur Municipality, under the jurisdiction of Additional District Sub- Registrar, Bidhannagar, Salt Lake City, under Police Station: Airport, unto and in favour of **(1) Sri Krishnapada Majumdar, (2) Sri Tarapada Majumdar**, both son of Late. Jitendra Nath Majumadr, the same being registered as Deed No: 2513, recorded in book no: I, Volume No: 42, Pages 136 to 141 for the year 1978, registered at the office of Additional District Sub- Registrar, Bidhannagar, Salt Lake City.

2. **AND WHEREAS** by an Indenture of Conveyance dated 10th July, 1979, (1) **Sri Ranjit Kumar Chakraborty** and (2) **Sri Manjit Kumar Chakraborty**, jointly sold, transferred and conveyed all that revenue paying land admeasuring 20 (Twenty) Decimal equivalent to 12.1212 Cottahs, be the same little more or less, lying and situated at Mouza Gopalpur, J.L No: 2, Touzi No: 2998, comprised in C.S dag No: 3290 corresponding to R.S Dag No: 2276, R.S Khatian No: 2193, within the limits of Ward No: 3 of Rajarhat Gopalpur Municipality, under the Jurisdiction of Additional District Sub- Registrar of Bidhannagar, Salt Lake City under police station : Airport, District 24 Paraganas (North), unto and in favour of (1) **Smt Sheela Majumdar** wife of Sri Krishnapada Majumdar (2) **Smt Sushmita Majumdar** wife of Sri Ajoy Majumdar (3) **Smt Jayanti Majumdar** wife of Sri Dipak Majumdar, the same being registered as Deed No: 5759, recorded in Book no: I, Volume No; 97, Pages 294 to 297, for the year 1979, in the office of the Sub Registrar of Cossipore, Dum Dum, North 24 Paraganas.

3. **AND WHEREAS** by an Indenture of Conveyance dated 4th February, 1976, **Sri Santosh Kumar Chakraborty**, sold, transferred and conveyed, all that revenue paying land admeasuring 19 (Nineteen) Decimal equivalent to 11.5151 Cottahs, be the same little more or less, lying and situated at Mouza: Gopalpur, J.L No: 2, Touzi No: 2998, comprised in C.S Dag No: 3291 and 3292, corresponding to R.S Dag No: 2277 and 2278, R.S Khatian No: 2787 out of 1163, within the limits of Ward No: 3 of the Rajarhat Gopalpur Municipality, under the jurisdiction of Additional District Sub- Registrar of Bidhannagar, Salt Lake City under Police Station: formerly Rajarhat at present Airport, District 24 Paraganas (North) unto and in favour of **Smt Rekha Dey**, wife of Sri Paresh Chandra Dey, vide registered Deed No: 873, ecoreded in Book No: 1, volume No: 15, Pages 238 to 241 for the year 1976, in the office of the Sub Registrar Cossipore, Dum Dum, North 24 Paraganas.

4. **AND WHEREAS Smt Rekha Dey**, wife of Paresh Chandra Dey, being well possessed and seized of or otherwise well and sufficiently entitled to the plot of land died intestate leaving behind her three sons namely **(1) Sri Sarat Kumar Dey, (2) Sri Sisir Kumar Dey, (3) Sri Samir Kumar Dey** and three daughters namely **(1) Smt Leena Bhowmik** wife of Raghabendra Bhowmik, **(2) Smt Dolly Roy**, wife of Sri Rabi Roy and **(3) Smt Sheela Majumdar**, wife of Sri Krishnaprada Majumdar, as only legal heirs towards the estate of the deceased **Rekha Dey**.

5. **AND WHEREAS (1) Sri Sarat Kumar Dey, (2) Sri Sisir Kumar Dey, (3) Sri Samir Kumar Dey, (4) Raghabendra Bhowmik** and **(5) Rabi Roy**, jointly executed a Power of Attorney in favour of **Smt Shila Majumdar**, wife of Sri Krishnapada Majumdar, as their attorney to represent them before the Registration Authority and execute Deed of conveyance in favour of intending purchaser.

6. **AND WHEREAS** by an Indenture of Conveyance dated 4th February, 1976, **Sri Sunil Kumar Chakraborty**, sold, transferred and conveyed 16 (Sixteen) Decimal equivalent to 9.6969 cottahs, be a little more or less, lying in and situated at Mouza-Gopalpur, J.L No: 2, Touzi No: 2998, comprised in C.S Dag No: 3291 and 3292, corresponding to R.S Dag No: 2277 and 2278, appertaining to C.S Khatian No: 817 corresponding to R.S Khatian No: 2861 out of 1163 within the limits of Ward No: 3 of Rajarhat Gopalpur Municipality, under the Jurisdiction of Additional District Sub-Registrar of Bidhannagar, Salt Lake City, under Police Station- formerly Rajarhat presently known as Airport, District (North) 24 Paraganas, unto and in favour of **Smt. Sharmila Biswas** wife of Amal Kanti Biswas, vide Registered Deed No: 875, Book No: I, Volume No:15, Pages 242 to 246, for the year 1976, in the office of the Sub-Registrar at Cossipore, Dum Dum, North 24 Paraganas.

7. **AND WHEREAS** by an Indenture of Conveyance dated 8th June, 1981, **Smt Rekha Bandhopadhyay**, sold, transferred and conveyed revenue paying land admeasuring 19.2935 decimal equivalent to 11.6930 Cottahs, be the same little more or less lying and situated I Mouza: Gopalpur, J.L.No:2, Touzi No: 2998, comprised in C,S Dag No: 3293 and 3294 corresponding to R.S Dag No: 2279 and 2284 appertaining to C,S khatian No: 960 within the local limits of Ward No: 3 of Rajarhat Gopalpur Municipality, under the jurisdiction of Additional District Sub- Registrar of Bidhannagar, Salt Lake City under Police Station- formerly Rajarhat and presently known as Airport, District 24 Paraganas (North), unto and in favour of **Sri Chandan Kumar Majumdar**, son of Krishnapada Majumdar, vide registered Deed No: 6008, recorded into the Book No: 1, Volume No: 133, Pages 42 to 48 for the year 1981, in the office of the Sub- Registrar at Cossipore, Dum Dum, North 24 Paraganas.

8. **AND WHEREAS** the said Sri Chandan Kumar Majumdar, sold, transferred and conveyed a portion of his land admeasuring 3.8402 cottahs out of the total land admeasuring 11.6930 cottahs, of which he was completely seized and possessed. Thereafter the said office of the Sub- Registrar at Cossipore, Dum Dum, North 24 Paraganas. **Sri Chandan Kumar Majumdar** became absolutely seized and possessed of 12.9571 decimal equivalent to 7.8528 cottahs be the same little more or less, lying in and situated at Mouza: Gopalpur, Touzi No: 2998, comprised in C,S Dag No: 3293 and 3294 corresponding to R.S Dag No: 2279 and 2284 appertaining to C,S khatian No: 960 within the local limits of Ward No: 3 of Rajarhat Gopalpur Municipality, under the jurisdiction of Additional District Sub- Registrar of Bidhannagar, Salt Lake City under Police Station- formerly Rajarhat and presently known as Airport, District 24 Paraganas (North).

9. **AND WHEREAS** by way of inheritance **Sri Shankar Chakravarty**, son of Late Monilal Chakravarty, became the sole and absolute owner of the land admeasuring 3 decimal, equivalent to 1.8181 Cottahs, be the same a little more or less, lying in and situated at Mouza: Gopalpur, J.L No: 2, Touzi No: 2998, comprised in C.S Dag No: 3291 and 3292, corresponding to R.S Dag No: 2277 and 2278, R.S Khatian No: 2861 out of 1163, within the limits of Ward No: 3 of Rajarhat Gopalpur Municipality, under the jurisdiction of Additional District Sub- Registrar at Bidhannagar, Salt Lake City under the Police Station: formerly Rajarhat and presently known as Airport, District 24 Paraganas Norh.

10. **AND WHEREAS** for an integrated development of the said plot of land aggregating or totaling 89.9571 decimal equivalent to 54.5191 cottahs i.e. 54 (Fifty Four) Cottahs, 8 (Eight) Chittaks and 14 (Fourteen) Square Feet, more or less, the said land was amalgamated by the respective owners therein.

11. **AND WHEREAS** by an Indenture of Conveyance dated 14th day of February, 2002, **(1) Sri Krishnapada Majumdar, (2) Sri Tarapada Majumdar**, both son of Late Jitendra Nath Majumdar, **(3) Smt Sheela Majumdar**, wife of Sri Krishnapada Majumdar, **(4) Smt Jayanti Majumdar**, wife of Sri Dipak Majumdar, **(5) Sri Chandan Kumar Majumdar** alias **Chandan Majumdar** son of Krishnapada Majumdar, all residing at 52, Arabinda Sarani, Kolkata- 700005, **(6) Smt Sushmita Majumdar**, wife of Sri Ajoy Majumdar, **(7) Smt Sharmila Biswas**, wife of Sri Amal Kanti Biswas, **(8) Sriu sarat Kumar Dey**, son of Late Paresh Chandra Dey, **(9) Sri Sisir Kumar Dey**, son of Late of Paresh Chandra Dey, **(10) Sri Samir Kumar Dey**, son of Late Paresh Chandra Dey, **(11) Smt Leena Bhowmik**, wife of Raghabendra Bhowmik, **(12) Smt Dolly Roy**, wife of Rabi Roy, **(13) Sri Shankar Chakravarty**, son of Late Monilal Chakravarty, all jointly and collectively, sold, transferred and conveyed **ALL THAT** piece and parcel of revenue paying land, admeasuring 54.5191 Cottahs, i.e 54 (Fifty

Four) Cottahs, 8 (Eight) Chittaks and 14 (Fourteen) Square feet, be the same a little more or less, lying in and situated at Mouza: Gopalpur, J.L No: 2, Touzi No: 2998, comprised to C.S Dag No: 3290, 3291, 3292, 3293 and 3294 corresponding to R.S Dag No: 2276, 2277, 2278, 2279 and 2284, appertaining to C.S Khatian No: 1147, 817 and 960, corresponding to R.S Khatian No: 2193, 1163, 221, 2787 & 2861, within the limits of Ward No: 3 of Rajarhat Gopalpur Municipality, under the Jurisdiction of Additional District Sub Registrar of Bidhannagar, Salt Lake City, under the Police Station formerly known as Rajarhat, presently known as Airport, District 24 Paraganas North, unto and in favour of **ANISHA BUILDERS & DEVELOPERS PRIVATE LIMITED (OWNER)** herein, being duly Registered as Deed No:04919, Book No: I, Volume No: 270, Pages 277 to 304, for the year 2002, in the office of the Additional District Sub- Registrar, Bidhannagar, Salt Lake City, District North 24 Paraganas.

12. **AND WHEREAS** by virtue of the aforesaid deed of Conveyances the **OWNER** herein became the sole and absolute owner of the **PREMISES**, in peaceful possession of the property, having all the rights, title and interest, free from any encumbrances.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day month and year first above written.

EXECUTED AND DELIVERED by the

OWNER at Kolkata in the presence of:

EXECUTED AND DELIVERED by the **PURCHASER** at Kolkata in the presence of:

MODE OF CONSIDERATION

<u>Cheque No.</u>	<u>Amount (In Rs.)</u>	<u>Dated</u>	<u>Banker's Name</u>
.....

Total			

(Rupees) only.

=====

DATED THIS DAY OF , 2018

SALE AGREEMENT

BETWEEN

ANISHA BUILDERS & DEVELOPERS PRIVATE LIMITED,
. . . OWNER.

AND

(MR.)

(MRS.)

. . . PURCHASERS.

Re : Block :

Unit No. :

Floor :

THIS INDENTURE made this day of , 2018
BETWEEN ANISHA BUILDERS & DEVELOPERS PRIVATE LIMITED,
I.T. PAN- AACCA9843L, a Company, incorporated under the Companies Act,
.

1956, having its registered office at Holding No. AS/96/216/08, Ramkrishna Pally, Mondalgunthi, VIP Road, Kolkata- 700 052, represented by its Authorised Signatory (Mr.) Kailashpati Agarwal, son of Late Shanti Swarup Agarwal, an Indian Citizen, by Caste & Religion Hindu, by Profession-Service, residing at Shyam Vatika, Dakshindari Road, Kolkata – 700 048. hereafter called “the **VENDOR**” of the **ONE PART** And, both residing, hereafter jointly and / or collectively called “the **PURCHASER/S**” of the **OTHER PART**:

W H E R E A S :

- A. The terms in this Indenture, unless they be contrary or repugnant to the context, shall have the meanings assigned to them in the **FIRST SCHEDULE** hereto;
- B. **WHEREAS** by an Indenture of Conveyance dated 20th September, 1978, **Smt Ashrumati Devi**, sold, transferred and conveyed the revenue paying land admeasuring 19 (Nineteen) decimal, equivalent to 11.515 Cottahs, be the same little more or less, lying in and situated at Mouza: Gopalpur, J.L No: 2, Touzi No: 2998, comprised in C.S Dag No: 3290, corresponding to R.S Dag No: 2276, appertaining C.S Khatian No: 1147 corresponding to R.S Khatian No: 2192 within the limits of Ward No: 3, of Rajarhat Gopalpur Municipality, under the jurisdiction of Additional District Sub- Registrar, Bidhannagar, Salt Lake City, under Police Station: Airport, unto and in favour of **(1) Sri Krishnapada Majumdar, (2) Sri Tarapada Majumdar**, both son of Late. Jitendra Nath Majumadr, the same being registered as Deed No: 2513, recorded in book no: I, Volume No: 42, Pages 136 to 141 for the year 1978, registered at the office of Additional District Sub-Registrar, Bidhannagar, Salt Lake City.

- C. **AND WHEREAS** by an Indenture of Conveyance dated 10th July, 1979, (1) **Sri Ranjit Kumar Chakraborty** and (2) **Sri Manjit Kumar Chakraborty**, jointly sold, transferred and conveyed all that revenue paying land admeasuring 20 (Twenty) Decimal equivalent to 12.1212 Cottahs, be the same little more or less, lying and situated at Mouza Gopalpur, J.L No: 2, Touzi No: 2998, comprised in C.S dag No: 3290 corresponding to R.S Dag No: 2276, R.S Khatian No: 2193, within the limits of Ward No: 3 of Rajarhat Gopalpur Municipality, under the Jurisdiction of Additional District Sub- Registrar of Bidhannagar, Salt Lake City under police station : Airport, District 24 Paraganas (North), unto and in favour of (1) **Smt Sheela Majumdar** wife of Sri Krishnapada Majumdar (2) **Smt Sushmita Majumdar** wife of Sri Ajoy Majumdar (3) **Smt Jayanti Majumdar** wife of Sri Dipak Majumdar, the same being registered as Deed No: 5759, recorded in Book no: I, Volume No; 97, Pages 294 to 297, for the year 1979, in the office of the Sub Registrar of Cossipore, Dum Dum, North 24 Paraganas.
- D. **AND WHEREAS** by an Indenture of Conveyance dated 4th February, 1976, **Sri Santosh Kumar Chakraborty**, sold, transferred and conveyed, all that revenue paying land admeasuring 19 (Nineteen) Decimal equivalent to 11.5151 Cottahs, be the same little more or less, lying and situated at Mouza: Gopalpur, J.L No: 2, Touzi No: 2998, comprised in C.S Dag No: 3291 and 3292, corresponding to R.S Dag No: 2277 and 2278, R.S Khatian No: 2787 out of 1163, within the limits of Ward No: 3 of the Rajarhat Gopalpur Municipality, under the jurisdiction of Additional District Sub-Registrar of Bidhannagar, Salt Lake City under Police Station: formerly Rajarhat at present Airport, District 24 Paraganas (North) unto and in favour of **Smt Rekha Dey**, wife of Sri Paresh Chandra Dey, vide registered Deed No: 873, ecoreded in Book No: 1, volume No: 15, Pages 238 to 241 for the year 1976, in the office of the Sub Registrar Cossipore, Dum Dum, North 24 Paraganas.

- E. **AND WHEREAS Smt Rekha Dey**, wife of Paresh Chandra Dey, being well possessed and seized of or otherwise well and sufficiently entitled to the plot of land died intestate leaving behind her three sons namely **(1) Sri Sarat Kumar Dey, (2) Sri Sisir Kumar Dey, (3) Sri Samir Kumar Dey** and three daughters namely **(1) Smt Leena Bhowmik** wife of Raghavendra Bhowmik, **(2) Smt Dolly Roy**, wife of Sri Rabi Roy and **(3) Smt Sheela Majumdar**, wife of Sri Krishnaprada Majumdar, as only legal heirs towards the estate of the deceased **Rekha Dey**.
- F. **AND WHEREAS (1) Sri Sarat Kumar Dey, (2) Sri Sisir Kumar Dey, (3) Sri Samir Kumar Dey, (4) Raghavendra Bhowmik** and **(5) Rabi Roy**, jointly executed a Power of Attorney in favour of **Smt Shila Majumdar**, wife of Sri Krishnapada Majumdar, as their attorney to represent them before the Registration Authority and execute Deed of conveyance in favour of intending purchaser.
- G. **AND WHEREAS** by an Indenture of Conveyance dated 4th February, 1976, **Sri Sunil Kumar Chakraborty**, sold, transferred and conveyed 16 (Sixteen) Decimal equivalent to 9.6969 cottahs, be a little more or less, lying in and situated at Mouza- Gopalpur, J.L No: 2, Touzi No: 2998, comprised in C.S Dag No: 3291 and 3292, corresponding to R.S Dag No: 2277 and 2278, appertaining to C.S Khatian No: 817 corresponding to R.S Khatian No: 2861 out of 1163 within the limits of Ward No: 3 of Rajarhat Gopalpur Municipality, under the Jurisdiction of Additional District Sub- Registrar of Bidhannagar, Salt Lake City, under Police Station- formerly Rajarhat presently known as Airport, District (North) 24 Paraganas, unto and in favour of **Smt. Sharmila Biswas** wife of Amal Kanti Biswas, vide Registered Deed No: 875, Book No: I, Volume No:15, Pages 242 to 246, for the year 1976, in the office of the Sub- Registrar at Cossipore, Dum Dum, North 24 Paraganas.

- H. **AND WHEREAS** by an Indenture of Conveyance dated 8th June, 1981, **Smt Rekha Bandhopadhyay**, sold, transferred and conveyed revenue paying land admeasuring 19.2935 decimal equivalent to 11.6930 Cottahs, be the same little more or less lying and situated I Mouza: Gopalpur, J.L.No:2, Touzi No: 2998, comprised in C,S Dag No: 3293 and 3294 corresponding to R.S Dag No: 2279 and 2284 appertaining to C,S khatian No: 960 within the local limits of Ward No: 3 of Rajarhat Gopalpur Municipality, under the jurisdiction of Additional District Sub- Registrar of Bidhannagar, Salt Lake City under Police Station- formerly Rajarhat and presently known as Airport, District 24 Paraganas (North), unto and in favour of **Sri Chandan Kumar Majumdar**, son of Krishnapada Majumdar, vide registered Deed No: 6008, recorded into the Book No: 1, Volume No: 133, Pages 42 to 48 for the year 1981, in the office of the Sub-Registrar at Cossipore, Dum Dum, North 24 Paraganas.
- I. **AND WHEREAS** the said Sri Chandan Kumar Majumdar, sold, transferred and conveyed a portion of his land admeasuring 3.8402 cottahs out of the total land admeasuring 11.6930 cottahs, of which he was completely seized and possessed. Thereafter the said office of the Sub- Registrar at Cossipore, Dum Dum, North 24 Paraganas. **Sri Chandan Kumar Majumdar** became absolutely seized and possessed of 12.9571 decimal equivalent to 7.8528 cottahs be the same little more or less, lying in and situated at Mouza: Gopalpur, Touzi No: 2998, comprised in C,S Dag No: 3293 and 3294 corresponding to R.S Dag No: 2279 and 2284 appertaining to C,S khatian No: 960 within the local limits of Ward No: 3 of Rajarhat Gopalpur Municipality, under the jurisdiction of Additional District Sub- Registrar of Bidhannagar, Salt Lake City under Police Station- formerly Rajarhat and presently known as Airport, District 24 Paraganas (North).

- J. **AND WHEREAS** by way of inheritance **Sri Shankar Chakravarty**, son of Late Monilal Chakravarty, became the sole and absolute owner of the land admeasuring 3 decimal, equivalent to 1.8181 Cottahs, be the same a little more or less, lying in and situated at Mouza: Gopalpur, J.L No: 2, Touzi No: 2998, comprised in C.S Dag No: 3291 and 3292, corresponding to R.S Dag No: 2277 and 2278, R.S Khatian No: 2861 out of 1163, within the limits of Ward No: 3 of Rajarhat Gopalpur Municipality, under the jurisdiction of Additional District Sub-Registrar at Bidhannagar, Salt Lake City under the Police Station: formerly Rajarhat and presently known as Airport, District 24 Paraganas Norh.
- K. **AND WHEREAS** for an integrated development of the said plot of land aggregating or totaling 89.9571 decimal equivalent to 54.5191 cottahs i.e. 54 (Fifty Four) Cottahs, 8 (Eight) Chittaks and 14 (Fourteen) Square Feet, more or less, the said land was amalgamated by the respective owners therein.
- L. **AND WHEREAS** by an Indenture of Conveyance dated 14th day of February, 2002, **(1) Sri Krishnapada Majumdar, (2) Sri Tarapada Majumdar**, both son of Late Jitendra Nath Majumdar, **(3) Smt Sheela Majumdar**, wife of Sri Krishnapada Majumdar, **(4) Smt Jayanti Majumdar**, wife of Sri Dipak Majumdar, **(5) Sri Chandan Kumar Majumdar** alias **Chandan Majumdar** son of Krishnapada Majumdar, all residing at 52, Arabinda Sarani, Kolkata- 700005, **(6) Smt Sushmita Majumdar**, wife of Sri Ajoy Majumdar, **(7) Smt Sharmila Biswas**, wife of Sri Amal Kanti Biswas, **(8) Sri sarat Kumar Dey**, son of Late Paresh Chandra Dey, **(9) Sri Sisir Kumar Dey**, son of Late of Paresh Chandra Dey, **(10) Sri Samir Kumar Dey**, son of Late Paresh Chandra Dey, **(11) Smt Leena Bhowmik**, wife of Raghabendra Bhowmik, **(12) Smt Dolly Roy**, wife of Rabi Roy, **(13) Sri Shankar Chakravarty**, son of Late Monilal Chakravarty, all jointly and

collectively, sold, transferred and conveyed **ALL THAT** piece and parcel of revenue paying land, admeasuring 89.9571 (Eighty Nine point Nine Five Seven One) decimal equivalent to 54.5191 Cottahs, i.e 54 (Fifty Four) Cottahs, 8 (Eight) Chittaks and 13.8 (Thirteen point Eight) Square feet, be the same a little more or less, lying in and situated at Mouza: Gopalpur, J.L No: 2, Touzi No: 2998, comprised to C.S Dag No: 3290, 3291, 3292, 3293 and 3294 corresponding to R.S Dag No: 2276, 2277, 2278 and 2279, appertaining to C.S Khatian No: 1147, 817 and 960, corresponding to R.S Khatian No: 2193, 1163, 221, 2787 & 2861, within the limits of Ward No: 3 of Rajarhat Gopalpur Municipality, under the Jurisdiction of Additional District Sub Registrar of Bidhannagar, Salt Lake City, under the Police Station formerly known as Rajarhat, presently known as Airport, District 24 Paraganas North, unto and in favour of **ANISHA BUILDERS & DEVELOPERS PRIVATE LIMITED (VENDOR)** herein, being duly Registered as Deed No:04919, Book No: I, Volume No: 270, Pages 277 to 304, for the year 2002, in the office of the Additional District Sub- Registrar, Bidhannagar, Salt Lake City, District North 24 Paraganas.

- M. After the aforesaid purchases and acquisition, the Vendor mutated its name in respect of the aforesaid purchased land in the Record of Rights vide L.R. Khatian No. 5532 and became sole and absolute owner of and is well and sufficiently entitled to **ALL THAT** piece and parcel of revenue paying land, admeasuring 89.9571 (Eighty Nine point Nine Five Seven One) decimal equivalent to 54.5191 Cottahs, i.e 54 (Fifty Four) Cottahs, 8 (Eight) Chittaks and 13.8 (Thirteen point Eight) Square feet, more or less, lying and situate at Mouza-GOPALPUR, J.L. No. 2, comprised in R.S Dag No: 2276, 2277, 2278 and 2279, recorded in L.R. Khatian No. 5532, previously within the limits Ward No.3 of Rajarhat Gopalpur Municipality, presently Ward No.4 of Bidhannagar Municipal Corporation, under Police Station-

Airport, District- North 24 Parganas, **TOGETHER WITH** all the rights and properties appurtenant thereto, more fully described in the **SECOND SCHEDULE** hereto, hereafter called “the **PREMISES**”, free from all encumbrances, whatsoever or howsoever and acquired good title, full power and absolute authority on the Premises;

- N. With an object to develop the Premises by way of construction of the New Building, the Vendor got the Plans duly sanctioned by the Municipality;
- O. The Vendor has completed the construction and finishing of the New Building for and on behalf of itself and/or the Purchaser/s and/or the Co-Owners for the time being entitled thereto, in accordance with the Plans;
- P. By and under the Sale Agreement, the Purchasers have agreed to acquire from the Vendor the Undivided Importable, Proportionate Share in the land underneath the New Building contained in the Premises, more fully described in the **SECOND SCHEDULE** hereto and delineated on the Map marked “**A**” and bordered “**RED**” thereon **TOGETHER WITH** the Said Unit, wholly, more fully described in **PART-I** of the **SEVENTH SCHEDULE** hereto and delineated on the Map marked “**B**” and bordered “**GREEN**” thereon, **AND TOGETHER WITH** the right to park one medium sized motor car in the Said Car Parking Space, more fully described in **PART-II** of the **SEVENTH SCHEDULE** hereto and delineated on the Map marked “**C**” and bordered “**BLUE**” thereon **AND TOGETHER WITH** rights to use the Common Areas, more fully described in the **THIRD SCHEDULE** hereto, which are hereafter collectively called “the **SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO**” and the Vendor has agreed to sell, convey, assign, transfer and assure to and unto the Purchaser/s the Said Unit And The Right And Properties

Appurtenant Thereto, for the consideration and on the terms and conditions contained therein;

- Q. The Vendor has completed the construction and finishing of the New Building for and on behalf of itself and/or the Purchaser/s and/or the Co-Owners for the time being entitled thereto, in accordance with the Plans. After completion of the construction work and finishing of the New Buildings, the Purchasers have made a physical measurement of the Said Unit and found the Built-Up Area of the Said Unit as per the Sale Agreement;
- R. In pursuance of the aforesaid, the Vendor is completing the sale of the Said Unit And The Rights And Properties Appurtenant Thereto, by these presents;
- S. This indenture has also been signed by the Purchasers their confirmation and acceptance of all terms and conditions of sale, including modifications thereof, if any, mentioned herein and shall be binding to the Purchasers;

NOW THIS INDENTURE WITNESSETH THAT :

- I. In consideration of premises and in consideration of the sum of paid by the Purchasers to the Vendor, being the price of proportionate the Undivided Impartibly, Proportionate and Variable share in the land attributable to the Said Unit, underneath the New Building, comprised in the Premises, and the Said Unit, wholly (the receipt whereof the Vendor doth hereby as also by the receipt and memo hereunder written, admit and acknowledge and of and from the payment of the same, forever release, discharge and acquit the Purchaser/s, the Said Unit and the Rights and Properties Appurtenant Thereto), the Vendor do hereby grant, sell, convey, transfer assign and assure unto the

Purchaser/s **ALL THAT** the Undivided Impartible, Proportionate and Variable share in the land attributable to the Said Unit, underneath the New Building, comprised in the Premises, more fully described in the **SECOND SCHEDULE** hereto and delineated on the Map marked "A" and bordered "**RED**" thereon **TOGETHER WITH** the Said Unit, being No. in the side of the**Floor** of "Block- " of the Said Complex, named "**LOHARUKA GREEN ENCLAVE**", constructed on the Premises, having a total **Built-up Area** of (.....) Square Feet, more or less, more fully described in **PART-I** of the **SEVENTH SCHEDULE** hereto and delineated on the Map marked "B" and bordered "**GREEN**" thereon **TOGETHER WITH** the right to park one medium sized motor car in **the Said Car Parking Space**, more fully described in **PART-II** of the **SEVENTH SCHEDULE** hereto and delineated on the Map marked "C" and bordered "**BLUE**" thereon **AND TOGETHER WITH** right to use the Common Areas, more fully described in the **THIRD SCHEDULE** hereto, which are all hereinafter as well as hereinbefore collectively called as "the **SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO**", the reversion or reversions, remainder or remainders and the rents, issues and profits of the Said Unit And The Rights And Properties Appurtenant Thereto and other benefits hereby conveyed **AND** all the estate, right, title, interest, property, claim, and demand whatsoever of the Vendor into or upon the Said Unit And The Rights And Properties Appurtenant Thereto and all other benefits, rights and properties therein comprised and hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out there from **AND TOGETHER FURTHER WITH** all rights, liberties and appurtenances whatsoever **TO AND UNTO** the Purchaser/s, free from all encumbrances, trusts, liens, lispens and attachments whatsoever **SAVE** only those as are expressly mentioned herein and/or in the Sale Agreement **AND**

TOGETHER FURTHER WITH AND SUBJECT TO the easements or quasi easements and other stipulations and provisions in connection with the beneficial common use and enjoyment of the Premises and the New Building by the Purchaser/s and the Co-Owner as mentioned in the **FIFTH SCHEDULE** hereto **TO HAVE AND TO HOLD** the Said Unit And the Rights And Properties Appurtenant Thereto and all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be every part or parts thereof, respectively or arising out there from absolutely and forever **SUBJECT TO** the covenants and the Rules and Regulations contained in the **SIXTH SCHEDULE** hereto and/or elsewhere herein and/or in the Sale Agreement **AND ALSO SUBJECT TO** the Purchaser/s paying and discharging all taxes, impositions and other Common Expenses relating to the Common Areas, proportionately and the Said Unit, wholly, details whereof are more fully mentioned in the **FOURTH SCHEDULE** and the **SIXTH SCHEDULE** hereto ;

II. **THE VENDOR DOETH HEREBY COVENANT WITH THE PURCHASER/S AS FOLLOWS:**

- i) **THAT** the interest which the Vendor hereby profess to transfer, subsists and that the Vendor has the sole right, full power and absolute authority to unto the Purchaser/s, the Said Unit And The Rights And Properties Appurtenant Thereto **TOGETHER WITH** all the benefits, rights and properties hereby sold and conveyed;
- ii) **AND THAT** it shall be lawful for the Purchaser/s, from time to time and at all times hereafter, to enter into and upon and to use, hold and enjoy the Said Unit And The Rights And Properties Appurtenant Thereto and all benefits, rights and properties hereby conveyed 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 Vendor or any person or persons claiming through, under or in trust for the Vendor, unless otherwise expressly mentioned herein **AND** freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever **SAVE** only those as are expressly contained herein and/or in the Sale Agreements ;

- iii) **AND THAT** the Vendor shall, from time to time and at all times hereafter, upon every request and at costs of the Purchaser/s, make, do, such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly assuring the Said Unit And The Rights And Properties Appurtenant Thereto **TOGETHER WITH** the benefits, rights and properties hereby granted, unto the Purchaser/s, in the manner aforesaid;
- iv) **AND THAT** the Vendor and/or the Association, after its formation, shall unless prevented by fire or some other irritable forces, from time to time, on the request and at the costs of the Purchaser/s, produce or cause to be produced to the Purchaser/s or to attorneys or agents or before or at any trial, commission, examination, tribunal, board or authority, for inspection or otherwise, as occasion shall require, the original Title Deeds of the Premises (which are presently in the possession of the Vendor) and also shall, at the like request and costs of the Purchaser/s, deliver to the Purchaser/s such attested or other copies or extracts therefore, as the Purchaser/s may require and shall in the meantime, keep the same safe un obliterated and un cancelled;
- v) **AND THAT** the Vendor shall not do anything or make any grant or term, whereby the right of the Purchaser/s hereunder may be prejudicially affected and shall, do all acts as be necessary to

ensure the rights available to the Purchaser/s as a purchaser/s and as a Co-owner hereunder;

- vi) **AND FURTHER THAT** the Vendor shall duly fulfill and perform all his respective obligations and covenants elsewhere herein and/or in the Sale Agreement and/or otherwise, expressly contained;

III. **THE PURCHASER/S DO TH HEREBY COVENANT WITH THE VENDOR AS FOLLOWS:**

- i) To pay and bear all costs, charges and expenses as have been agreed between the Vendor and the Purchaser/s in respect thereof; and
- ii) To observe, fulfill and perform the rules, regulations and covenants hereunder written and/or under the Sale Agreement and/or otherwise **SAVE** those thereof as have already been observed, fulfilled and performed, including those described in the **SIXTH SCHEDULE** hereto and regularly pay and discharge, all taxes impositions and all other outgoings on and in connection with the Said Unit and the Said Car Parking Space, wholly and the Common Areas and/or the New Building proportionately, including, the Common Expenses;
- iii) To use the Common Areas, equally with all unit buyers of the Said Complex;
- iv) In addition to those modified and/or mentioned herein, the Purchaser/s shall remain bound to accept all other terms and conditions as mentioned in the Sale Agreement;

IV. **PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

- i) **THAT** the Said Unit and the Said Car Parking Space in terms hereof and/or the Sale Agreement has been constructed and completed, and finished, tenantable and vacant possession thereof has been delivered by the Vendor and received by the Purchaser/s;
- ii) **AND THAT** the Purchaser/s neither has nor shall claim from the Vendor and/or the other Co-owners, any right, title or interest in any other part or portion of the Land and/or the New Building **SAVE** the Said Unit And The Rights And Properties Appurtenant Thereto and the benefits, rights properties hereby sold and conveyed;
- iii) In case of any contradiction in any of the clauses as mentioned herein or in the Sale Agreement, then the clauses as mentioned herein shall prevail and binding.

THE FIRST SCHEDULE:

(Definitions)

The terms used in this Indenture shall, unless they are contrary and/or repugnant to the context, mean and include the following:

1. **ADVOCATES** shall mean such Advocates whom the Owner may from time to time, appoint as the Advocates for the Project;
2. **ARCHITECTS** means a person registered as an architect under the provisions of the Architects Act, 1972;

3. **ASSOCIATION** formed as per the provisions of West Bengal Housing Industry Regulation Act, 2017;
4. **COMMON PORTIONS** shall mean all the Common Portions, areas, facilities, amenities, erections, constructions and installations to comprise in the Said Unit and/or the New Buildings, more fully mentioned in the **THIRD SCHEDULE** hereto and expressed or intended by the Owner for common use and enjoyment of the Co-owners;
5. **COMMON EXPENSES** shall include all expenses to be incurred by the Co-owners for the maintenance, management and upkeep of the New Buildings and the Premises and/or expenses for the Common Purposes, including, those mentioned in the **FIFTH SCHEDULE** hereto;
6. **COMMON PURPOSES** shall mean the purposes of managing and maintaining the New Buildings and the Premises, particularly the Common Portions, collection and disbursement of the Common Expenses and dealing with matters of common interest of the Co-owners and relating to their mutual rights and obligations, for the most beneficial use and enjoyment of their respective units exclusively and the Common Portions in common;
7. **PRICE** shall mean and include all sums, as mentioned in **PART-II** of the **SEVENTH SCHEDULE** herein, payable by the Purchaser to the Owner here under, for and towards the consideration for sale of the Said Flat And Rights And Properties Appurtenant Thereto. It is to also place on record that the Price for the sale of the Said Flat And Rights And Properties Appurtenant Thereto is on lump-sum basis and is fixed.
8. **CO-OWNERS** shall, accordingly to its context, mean all the persons who acquire or agree to acquire or own units in the New Buildings and shall include the Owner, in case it retain any unit;

9. **MUNICIPALITY** shall mean Bidhannagar Municipal Corporation (previously the Rajarhat Gopalpur Municipality) and shall also include the Kolkata Metropolitan Development Authority and other concerned authorities, which may recommend, comment upon and/or ratify the Plans and the construction of the New Buildings;
10. **SAID CAR PARKING SPACE** shall mean the space to park a medium size motor car, more fully described in **PART-II** of the **SEVENTH SCHEDULE** hereto and delineated on the Map marked **"C"** and bordered **"BLUE"** thereon;
11. **DATE OF POSSESSION** shall mean the 15th (Fifteenth) day of the service of the notice under clause 7.2 of this Agreement;
12. **MAP** shall mean the plan of the Premises and/or the Said Land annexed hereto and marked "**A**", the layout plan of the Said Flat annexed hereto and marked "**B**".
13. **NEW BUILDINGS** shall mean the blocks of buildings to be constructed by the Owner on the Premises in pursuance hereof;
14. **VENDOR** shall mean the Vendor above named and shall include its successors-in-office and/or assigns;
15. **PLANS** shall mean the plans, drawings and specifications of the New Buildings, prepared by the Architects and sanctioned by the the Rajarhat Gopalpur Municipality (presently Bidhannagar Municipal Corporation), vide **SL. No. 327/14/15**. Dated. **08/07/2014** and farther renewed by the Bidhannagar Municipal Corporation on Dated **18/09/2017** as Basement plus Ground plus Four stored residential project, it shall also include further sanction of additional floors and all

revised sanction, alterations and modifications therein from time to time, made with the approval of the Architects and/or the Municipality;

16. **PREMISES** shall mean premises described in the **SECOND SCHEDULE** hereto and delineated on the Map marked "**A**" and bordered "**RED**" thereon and shall also include the New Buildings to be constructed thereon, wherever the context so permits;
17. **PROPORTIONATE OR PROPORTIONATELY** shall mean the proportion which the carpet Area of any unit be to the carpet area of all the units in the New Buildings **PROVIDED THAT** where it refers to share of any rates and/or taxes amongst the Common Expenses, then such share of the whole shall be determined on the basis on which such rates and/or taxes are being levied from time to time, i.e., in case the basis of any levy be area, rental income or user, then the same shall be shared on the basis of area, rental income or user of the respective units by the Co-owners, respectively;
18. **PURCHASER/S** shall mean the Purchaser above named and shall include the Purchaser's respective successors-in-interest and/or permitted assigns;
19. **SAID SHARE IN THE LAND AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO** shall mean and include the Undivided Impartible Proportionate share appurtenant to the Said Unit **TOGETHER WITH** the proportionate benefit of the Plans relating to the Said Unit and the Common Portions;
20. **SAID UNIT** shall mean the Flat being No. on the Side ofFloor of Block -, having a Carpet Area Square Feet (Excluding Balcony Area Square Feet) OR having total Built-up Area Square Feet, more fully described in **PART-I**

of the **SEVENTH SCHEDULE** hereto and delineated on the Map marked "**B**", bordered "**GREEN**" thereon;

21. **SALE AGREEMENT** shall mean the agreement dated the, where under the purchasers have agreed to acquire the Said Unit And The Rights And Properties Appurtenant Thereto;
22. **UNDIVIDED IMPARTIBLE PROPORIONATE SHARE** shall mean the undivided share in the Premises described in the **SECOND SCHEDULE** hereto, appurtenant to the Said Unit and inter alia, agreed to be sold to the Purchaser hereunder, which shall always be impartible and shall be proportionate to the Built-up Area of the Said Unit and shall also mean such shares appurtenant to all other units comprised in the New Buildings, wherever the context permits **HOWEVER** in case the Owner constructs any additional floors than that planned by the Owner at present, then and in such event the Undivided Impartible Proportionate share shall reduce, decrease or vary accordingly, from time to time;
23. **UNITS** shall mean the spaces constructed in the New Buildings, intended and/or capable of being exclusively owned, held and/or occupied by any co-owner;

Interpretations:

1. **SINGULAR** shall include the plural and vice versa;
2. **MASCULINE** shall include the feminine and neuter gender and vice versa;

THE SECOND SCHEDULE

(The Premises)

ALL THAT piece and parcel of revenue paying land, admeasuring 89.9571 (Eighty Nine point Nine Five Seven One) decimal equivalent to 54.5191

Cottahs, i.e 54 (Fifty Four) Cottahs, 8 (Eight) Chittaks and 13.8 (Thirteen point Eight) Square feet, more or less, lying and situate at Mouza-GOPALPUR, J.L. No. 2, comprised in R.S Dag No: 2276, 2277, 2278 and 2279, recorded in L.R. Khatian No. 5532, previously within the limits Ward No.3 of Rajarhat Gopalpur Municipality, presently Ward No.4 of Bidhannagar Municipal Corporation, under Police Station- Airport, District- North 24 Parganas, **TOGETHER WITH** all the rights and properties appurtenant thereto, butted and bounded as under:

ON THE NORTH : By Land under R.S. Dag No. 2287 & 2293;

ON THE SOUTH : By Common Passage;

ON THE EAST : By Land under R.S. Dag No. 2279 & 2281;

ON THE WEST : By Land under R.S. Dag No. 2296;

THE THIRD SCHEDULE :

(The Common Areas)

1. AREAS:

- a) All covered and Open paths and passages (SAVE AND EXCEPT spaces, as allocated by the Owner as the Car Parking Space, including spaces open to sky and spaces covered);
- b) Common installations on the roof;
- c) Pump and electric meter space;
- d) Boundary walls of the Premises and/or the Said Complex;
- e) Lift Machine Room;
- f) Space provided for Generator;
- g) Common toilet;
- h) Space provided for Fire Fighting facilities;

- i) Space provided for Iron Removal Water Filtration Plant;
2. **WATER AND PLUMBING**: Overhead water tanks, water pipes (Save those inside any Flat or meant for exclusive use).
 3. **ELECTRICAL INSTALLATIONS**:
 - a) Wiring and accessories for lighting of Common Portions;
 - b) Pump and motor (with deep tube well);
 - c) Lift cage, machinery and accessories;
 - d) Generator for lighting of Common Portions;
 4. **DRAINS**: Drains, sewers, pipes and septic tank.
 5. **OTHERS**: Other common parts, areas, equipments, installations, fixtures, fittings and spaces in or about the Said Complex as are necessary for the use and occupation of the Flats in common and as are specified by the Vendor expressly to be the Common Areas after construction of the Said Complex but excluding the roof and/or terrace and the open and covered car parking spaces.

THE FOURTH SCHEDULE :
(The Common Expenses)

1. **MAINTENANCE**: All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing lighting and renovating the Common Areas, including, the exterior or interior (but not inside any Unit) walls of the New Building.
2. **OPERATIONAL**: All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas,

- including, transformers, generators, pumps, motors and other common installations, including, their license fees, taxes and other levies, if any and the lights of the Common Areas.
3. **STAFF**: The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. Including their perquisites, bonus and other emoluments and benefits.
 4. **ASSOCIATION**: Establishment and all other expenses of the Association, including, its formation, office and miscellaneous expenses and also similar expenses of the Vendor until handing over to the Association.
 5. **COMMON UTILITIES**: All charges and deposits for supplies of common utilities to the Co-Owners, in common.
 6. **ELECTRICITY**: All charges for the electrical energy consumed for the operation of the common machinery and equipment.
 7. **LITIGATION**: All litigation expenses incurred for the Common Purposes relating to common use and enjoyment of the Common Areas.
 8. **RATES AND TAXES**: Municipal tax, Multistoried Building tax, Water tax, Urban land tax and other levies in respect of the Premises and the New Building **SAVE** those separately assessed on the Purchaser/s.
 9. **RESERVES AND MISCELLANEOUS**: All other expenses, taxes, rates and other levies as are deemed by the Vendor to be necessary or incidental or liable to be paid by the Co-Owners in common, including, such amount as be fixed for Creating a fund for replacement,

renovation, painting and/or other periodic expenses relating to the Common Areas.

THE FIFTH SCHEDULE

(Easements)

The Co-Owners shall allow each other, the Vender, the Vendor and the Association, upon its formation, the following rights, easements, quasi-easements, privileges and/or appurtenances:

- i) The right of common passage, user and movement in all the Common Areas;
- ii) The right of passage of utilities, including, connection for telephones, televisions, pipes, cables, etc., through each and every part of the New Building, including, the Said Unit;
- iii) Right of support, shelter and protection of each portion of the New Building by other and/or others thereof;
- iv) The absolute unfettered and unencumbered right over the Common Areas **SUBJECT TO** the terms and conditions herein contained;
- v) Such rights supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the Said Unit And The Rights And Properties Appurtenant Thereto;
- vi) Right to install Television Antenna on the roof of the New Building, as be demarcated by the Vendor for such purpose, from time to time, without in any manner disturbing any Co-Owner entitled exclusively to the same.

- vii) The right, with or without workmen and necessary materials, to enter upon the New Building, including, the Said or any other Unit, for the purpose of repairing any of the Common Areas or any appurtenances to any Unit and/or anything comprised in any Unit, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 (Forty Eight) hours previous notice in writing to the Co-Owners affected thereby.

THE SIXTH SCHEDULE:
(Covenants, Rules And Regulations)

1. TITLE AND CONSTRUCTION :

- 1.1 The Purchaser/s has/ have examined the Plans, the title of the Vendor to the Premises, the Common Areas and the facilities, amenities, fixtures and fittings provided or being provided in the New Building, including, the Said Unit and has fully satisfied themselves with regard thereto and the nature, scope and extent of the benefits, rights and interests provided to the Purchaser/s and shall not make any claim or demand whatsoever against the Vendor or put any requisition concerning the nature, scope and extent thereof, nor shall he raise any question or objection with regard to the changes that the Vendor may make in the Plans.

2. TRANSFER & DISMEMBERMENT :

- 2.1. The Purchaser/s shall not, at any time, claim/ partition of the Undivided Importable Proportionate Share and/or the Common Area.
- 2.2. **SUBJECT TO** the provisions contained in these presents **AND SUBJECT TO** the provision of law for the time being in force, the Purchaser/s shall be entitled to the exclusive ownership, possession

and enjoyment of the Said Unit And The Rights And Properties Appurtenant Thereto and the same shall be liable and transferable as other immovable properties.

- 2.3. In case the Purchaser/s divests himself/ themselves of his/ their right and the Said Unit And The Rights And Properties Appurtenant Thereto, then such transfer shall be accompanied by the transfer of all share or interest the Purchaser/s may have in the New Building, the Premises and the Association and such transfer shall be **SUBJECT TO** the condition that the transferee shall become the proportionate share-holder and/or owner of the equity capital and/or member of the Association and abide by all the covenants and pay all amounts payable by the Purchasers hereunder and such transferee shall also have all the rights as the Purchaser/s may have hereunder. Moreover, any transfer shall not be, in any manner, inconsistent herewith and the covenants herein shall run with the Said Unit And The Rights And Properties Appurtenant thereto.
- 2.4. Till the separate assessment of the Said Unit, the Purchasers shall be entitled to let out or part with possession of their right in the Said Unit only after giving information in writing to the Vendor or the Association, upon its formation, of the full particulars of the occupant and rent and all other charges and benefits receivable by the Purchasers in respect thereof, to the extent necessary for assessment of the liability for Municipal and other rates, taxes and impositions. It is clarified that in case of sale, only 3 (Three) days prior information by the Purchaser/s will be necessary, of his intention to transfer, with the name of the transferee and the Purchasers will not be required to disclose the consideration or terms of transfer.

2.5. Notwithstanding the aforesaid, no transfer shall be effected, of any sort whatsoever by the Purchasers, until such time the Purchasers pays and discharges all his debts and liabilities to the Vendor or the Association, upon its formation, for the Common Expenses and/or otherwise.

3. **MUTATION, TAXES AND IMPOSITIONS** :

3.1 The Purchasers shall, immediately hereafter apply for and have the Said Unit separately assessed for the purpose of assessment of Municipal rates and taxes.

3.2 In case the Purchasers fail to apply for mutation despite being called upon to do so by the Vendor, then and in such event, the Vendor shall be entitled to have the same affected at the costs and expenses of the Purchasers and the Purchasers shall pay to the Vendor such costs and expenses, within 15 (Fifteen) days of being called upon by the Vendor, without prejudice to the other rights of the Vendor.

3.3 Until such time as the Said Unit be not separately assessed and/or mutated in respect of any tax or imposition, the Purchasers shall bear and pay the proportionate share of the rates and taxes.

3.4 Upon the mutation of the Said Unit in the name of the Purchasers, for the purpose of assessment of liability of any tax or imposition, the Purchasers shall pay wholly, such tax or imposition, in respect of the Said Unit and proportionately, in respect of the Common Areas.

3.5 Apart from the amount of such taxes and impositions, the Purchasers shall be liable to pay the penalty, interest, costs, charges and expenses for and in respect of such taxes or impositions, proportionately or wholly, as the case may be.

3.6 All taxes, impositions and outgoings, including penalties, costs, charges and expenses, in respect of the Premises and the New Building, accruing till the Date Of Possession of the Said Unit shall be paid, borne and discharged by the Vendor exclusively and those accruing for the period thereafter shall be paid, borne and discharged by the Purchasers, wholly, in case the same relates exclusively to the Said Unit and proportionately, in case the same relates to the Premises and the New Building.

3.7 The terms "Taxes" and "Imposition" referred to in the various sub-clauses of clause 3 immediately preceding, shall include Land Revenue, Municipal Rates and Taxes, Municipal Surcharge, Multistoried Building Tax, Urban Land Tax, Betterment fees, Water Tax, etc. and/or taxes of similar nature and/or any other new taxes as may be imposed, from time to time.

3.8 The Vendor and upon its formation, the Association, shall be at liberty to pay such sum as it may deem fit and proper towards the aforesaid rates, taxes and impositions, out of the deposits, if any, made by the Purchasers.

4. **MANAGEMENT AND MAINTENANCE OF THE COMMON AREAS:**

4.1 Upon the Purchasers fulfilling his obligations and covenants hereunder, the Vendor and upon its formation, the Association, shall manage, maintain and control the Common Areas and do all acts, deeds and things as be necessary or expedient for the Common Purposes and the Purchasers shall co-opiate with the Vendor there for. The Purchasers shall pay to the Vendor and upon its formation, to the Association, a sum calculated at such rate as be advised by the Architect **SUBJECT TO** a minimum of Rs.3.00 (Rupees Three)

only, per square feet per month, of the Area of the Said Unit, towards the Common Expenses **SUBJECT TO** actual, but, without the Vendor and upon its formation, the Association, being liable to furnish any accounts and/or explanation of its expenses, the said rate has been fixed by the Architect and shall be **SUBJECT TO** proportionate increase from time to time, as per the advise of the Architect, keeping in view the price index prevailing at the time.

- 4.2 Until formation of the Association, the Vendor may, from time to time, appoint Ad-hoc committee or committees of the Co-Owners, for such purposes and on such terms as to its election, constitution, authority, delegation and/or function, as the Vendor may deem proper. The Vendor at its discretion may also terminate the appointment of such Ad-hoc committee or committees.
- 4.3 The Purchasers shall not, in any manner, interfere or raise any objection whatsoever, in or with the said function of the Vendor and/or of the Association, relating to the Common Purposes.
- 4.4 The Vendor and upon its formation, the Association, shall frame such rules, regulations and bye-laws for the Common Purposes, as the Vendor or the Association may consider reasonable, but not inconsistent with the provisions herein and the Purchaser/s shall abide by the same.

5. **THE ASSOCIATION** :

- 5.1 The Vendor may, within a reasonable time from the date of completion of the transfer of all the Units in the New Building, form the Association for the Common Purposes and the Co-Owners shall be made the proportionate share holders and/or owners of the equity

capital and/or the members of the Association, with proportionate voting power therein.

5.2 The Purchasers shall, proportionately, bear and pay the costs of formation and the expenses of the Association and shall also pay for and acquire and hold proportionate equity share capital of the Association.

5.3 The Purchasers shall become members of the Association and shall pay, proportionately all costs for and/or relating to the formation and the establishment of the Association and shall, sign such forms, papers, documents, memorandum, article, declarations, constitution, rules and/or regulations as be necessary and be reasonably required by the Vendor.

6. **TRANSFER OF THE VENDOR'S RIGHTS WITH REGARD TO THE COMMON PURPOSES, TO THE ASSOCIATION:**

6.1 Upon formation of the Association and transfer of all the Vendor's rights in the Premises or earlier, the Vendor shall, transfer all his respective rights and obligations with regard to the Common Purposes, including, the maintenance, management, control and operation of the Common Areas, to the Association and thereafter, the Association shall exclusively be entitled to and responsible for control over and operation of the same and do all acts required for Common Purposes and the Vendor shall not, thereafter, be liable there for in any manner whatsoever.

6.2 At the time of such transfer, the Vendor shall, also transfer the residue then remaining of the deposits made hereunder and/or under the Sale Agreement, by the Purchaser/s, after adjusting all amounts then remaining due and payable by the Purchaser/s and

the amounts so transferred shall henceforth be so held by the Association in the account of the Purchaser/s, for the purpose of such deposit.

- 6.3 The Association, upon its formation, and the Co-Owners shall, however, remain liable to indemnify and keep indemnified the Vendor for all liabilities due to non-fulfillment of their respective obligations hereunder.

7. **TITLE DEEDS:**

- 7.1 The Vender shall keep the title deeds in respect of the Premises, as are in its possession, in its safe custody or in the custody of any person or persons as the Vendor may, in its/his absolute discretion, think fit and proper. The Vendor shall, at the costs of the Purchasers, arrange for inspection thereof and allow the Purchasers to take copies and/or extracts there from, as be required by the Purchasers and shall also, at the like request and cost arrange for production of the same before such authorities as the Purchaser/s may reasonably require.

8. **ADDITIONS, ALTERATIONS AND PAYMENT OF BETTERMENT FEES ETC.:**

- 8.1 The Purchasers shall, at his cost, wholly in case it relates to the Said Unit or any part thereof and proportionately, in case it relates to all the Units in the New Building and/or the Common Portions, make all alterations and/or additions as be required to be made by the Municipality or other statutory bodies and similarly pay all fees and/or penalties required to be paid in respect thereof.

9. **USER OF THE UNIT AND THE COMMON PORTIONS :**

9.1 After the date hereof, The Purchasers shall, at his own costs and expenses, do the following:

9.1.1. Keep the Said Unit and every part thereof and all fixtures and fittings therein or exclusive thereto properly painted and in good repairs and in a neat and clean condition and as a decent and respectable place.

9.1.2. Use the Said Unit and all Common Portions carefully, peacefully and quietly and only for the purpose for which it is meant.

9.1.3. Use all paths, passages, and staircases (save those reserved hereunder by the Vendor or the Association, upon its formation) for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by the Vendor or the Association, upon its formation, in writing.

9.1.4. Use and affix grills for the outer doors and windows, of such design and colour as be specified by the Vendor.

9.2 The Purchasers shall **NOT** do the following:

9.2.1. Obstruct the Vendor or the Association in their acts, relating to the Common Purposes.

9.2.2. Violate any of the rules and/or regulations laid down for the Common Purposes and for the user of the Common Areas.

9.2.3. Injure, harm or damage the Common Portions or any other Units in the New Building by making any alterations or withdrawing any support or otherwise.

- 9.2.4. Alter any portion, elevation or colour scheme of the New Building.
- 9.2.5. Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuses in the Common Portions **SAVE** at the places indicated there for.
- 9.2.6. Place or cause to be placed any article or object in the Common Areas.
- 9.2.7. Use the Said Unit or any part thereof for any purpose other than for residential purpose.
- 9.2.8. Carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Unit or the Common Areas.
- 9.2.9. Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Units in the New Building and/or the adjoining building.
- 9.2.10. Use or allow the Said Unit or any part thereof to be used for any club, meeting, conference hall, nursing home, hospital, boarding house, catering place, restaurant or other public purpose without the written consent of the Vendor.
- 9.2.11. Put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the New Building and/or outside walls of the Said Unit **SAVE** at the place or places provided there for or approved in writing by the Vendor **PROVIDED THAT** this shall not prevent the Purchasers from displaying a decent name plate outside the main door of the Said Unit.

- 9.2.12. Obstruct or object to the Vendor using, allowing others to use, transferring or making any construction on any part of the Premises and/or the New Building **SAVE** the Said Unit.
- 9.2.13. Obstruct the Vendor in selling or granting rights to any person on any part of the Premises and/or New Building (excepting in the Said Unit).
- 9.2.14. Keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Unit.
- 9.2.15. Allow or keep any lunatic or any person suffering from any virulent, dangerous, obnoxious or infectious disease in the Said Unit.
- 9.2.16. Keep any domestic animal or pets **SAVE** in the manner permitted in writing by the Vendor or the Municipality and other authorities.
- 9.2.17. Affix or draw any wire, cable, pipe from to or through any Common Portions or outside walls of the New Building or other Unit **SAVE** in the manner indicated by the Vendor or the Association.
- 9.2.18. Keep any heavy articles or things, which are likely to damage the floors or operate any machine **SAVE** usual home appliances.
- 9.2.19. Install or keep or run any generator so as to cause nuisance to the occupants of the other portions of the New Building.

- 9.2.20. Install any Air-conditioner except according to the specifications of the Vendor and on obtaining prior written permission of the Vendor.
- 9.2.21. Affix or change windows or grills other than according to the approved specifications of the Vendor and on obtaining prior written permission of the Vendor.
- 9.2.22. Change the colour scheme of the windows, grills and the main door of the Said Unit other than according to the specifications of the Vendor and on obtaining prior written permission of the Vendor.

10. **PAYMENTS AND DEPOSITS TOWARDS TAXES AND IMPOSITIONS AND THE COMMON EXPENSES:**

- 10.1 The deposits and payments to be made by the Purchaser/s in terms hereof, including, those mentioned hereinabove shall be made by the Purchasers within 8 (Eight) days of the Vendor's or the Association's (Upon its formation) leaving its bill for the same in the Said Unit and/or at the above or last notified address of the Purchasers.
- 10.2 The Purchasers shall regularly and punctually pay the proportionate share of the Common Expenses on the dates and in the manner elsewhere contained herein.
- 10.3 It is clarified that out of the payments and deposits mentioned hereinabove, in case there be any deficit, the Purchaser/s shall pay further amounts and in case there be any excess, the same shall be refunded to the Purchasers and/or adjusted with the future payments by the Purchasers to the Vendor and upon its

formation, to the Association at the Vendor's and/or the Association's discretion.

10.4 In case of default by the Purchasers in making any payment or deposit provided herein, the Vendor and upon its formation, the Association, shall be entitled to withhold all utilities and facilities to the Purchasers and/or the Said Unit, including electricity, water and/or other services, till the time the Purchasers continues or remain in default.

10.5 The Purchasers shall, pay to the Vendor and/or the Association, upon its formation, interest at the rate of 24% (Twenty Four percent) per annum compoundable monthly, on all amounts for the time being in default towards the Common Expenses, for the period of such default, without prejudice to the other rights of the Vendor and/or the Association, for stoppage of water supply and other utilities to the Said Unit.

10.6 The Purchasers shall not, in any manner, interfere with or obstruct the aforesaid right of the Vendor or upon its formation, the Association, and shall not make any demand for losses or damages in connection therewith.

11. **MISCELLANEOUS:**

11.1 Any delay or indulgence by the Vendor, or upon its formation, the Association, in enforcing the terms of these presents or any forbearance forgiving of time to the Purchasers shall not be constructed as a waiver of any breach or non-compliance nor shall the same, in any manner, prejudice the rights of the Vendor or the Association, upon its formation.

- 11.2 Whenever any amounts are expressly payable by the Purchasers hereto, the same shall wholly be payable by the Purchasers in case the same relates only to the Said Unit and proportionately in case they relate to the Premises and the Common Portions, unless otherwise specifically mentioned.
- 11.3 All amounts becoming due and payable hereunder and the liability for the same shall be and shall remain a charge on the Said Unit.
- 11.4 All charges for the electricity consumed in the Said Unit shall be borne and paid by the Purchasers.
- 11.5 All payments towards Municipality rates and taxes and maintenance charges and/or otherwise, as are specifically mentioned herein, are fixed on the basis of the estimated rates, costs, expenses and prices at present and shall be **SUBJECT TO** proportionate escalation in case the Said rates, costs, expenses and prices increase, from time to time.
- 11.6 As between the Vendor and/or the Association of the one part and the Purchasers of the other part, the parties Shall indemnify and keep each other saved, harmless and indemnified in respect of all losses, damages, claims, demands, costs proceedings and actions arising due to any non payment or other default in observance of the terms and conditions contained in these presents.
- 11.7 The Proportionate share of the Purchasers in the various matters referred herein, shall be such as may be determined by the Vendor and the Association, upon its formation and the Purchasers shall be bound to accept the same, notwithstanding there being minor variations therein, for the sake of convenience.

- 11.8 The Vendor shall always have the exclusive right to raise further stories on the roof of the New Building, as also to make construction on any portion of the Premises and to use, enjoy, hold and transfer the same to persons desirous of owing the same, on substantially the same terms and conditions as to user and maintenance as herein contained and the Purchaser/s agrees not to obstruct the exercise of such right by the Vendor in any manner whatsoever.
- 11.9 All letters, receipts and notices to be served hereunder by any of the parties to the other or others, shall be deemed to have been served on the 4th (Fourth) day from the date the same has been delivered for dispatch to the Postal Authorities by Registered Post With Acknowledgement due, at the last known address of the party or parties to whom the letters, receipts and notices are to be served. Unless otherwise expressly mentioned herein.
- 11.10 In case any terms, conditions, covenants, stipulations, descriptions or definitions given herein are contradictory and/or at variance with those contained in the Sale Agreement, then and in such event, such terms, conditions, covenants, stipulations, descriptions or definitions given herein, shall prevail.

THE SEVENTH SCHEDULE:

PART-I

(The Said Unit)

ALL THAT the flat/covered space being No. in the side of the **Floor** of "**Block- A** " of the Said Complex, named "**LOHARUKA GREEN ENCLAVE**", having a total Built Area of (.....) Square Feet, more or less, delineated on the Map annexed hereto, marked "**B**" and bordered "**GREEN**" thereon.

PART-II
(the Said Car Parking Space)

ALL THAT the car parking space being No. , in the Ground Floor of Block- 'A' of the New Buildings, for parking of a medium sized motor car of the Purchaser (on the basis of sharing of the entry and exit of the motor car to and from the Car Parking space No. , allotted the Purchaser, with Car Parking Space being No., allotted or to be allotted to other Purchaser, without hindrances) more fully delineated on the Map annexed hereto, marked "**C**" and bordered "**BLUE**" thereon.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day month and year first above written.

EXECUTED AND DELIVERED by the
VENDOR at Kolkata in the
presence of:

EXECUTED AND DELIVERED by the
PURCHASER/S at Kolkata in the
presence of:

RECEIVED of and from the within named
Purchaser/s the within named sum towards
the consideration for sale of the Said
Unit And The Rights And Properties
Appurtenant Thereto.

Rs...../-

Total **Rs...../-**

=====

(Rupees) only

=====

DATED THIS DAY OF , 2018

BETWEEN

ANISHA BUILDERS & DEVELOPERS PRIVATE LIMITED

...VENDOR

AND

.....

... PURCHASER/S.

Re : Block :

Unit No. :

Floor :

Car Parking: Sharing/ Ground.