

# DRAFT CONVEYANCE

**THIS INDENTURE** is made on this the \_\_\_\_\_ day of \_\_\_\_\_ **TWO THOUSAND AND EIGHTEEN [2018]**

**BETWEEN**

**ANIK INDUSTRIES LIMITED (CIN no. L24118MH1976PLC136836)**  
(PAN No. AAACM2696K) a company within the meaning of The Companies Act, 1956 and presently an existing company under The Companies Act, 2013 having its registered office situated at No. 610 Tulsiani Chambers, Nariman Point, Mumbai 400 021 and also having office at 54/10, Debendra Chandra Dey Road, P.O. Tangra, P.S. Tangra- Kolkata- 700015, and represented by Shri Shivam

for Anik Industries Ltd.

  
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Asthana (Aadhaar No 786884063818) (PAN No. Pan No. AHCPS4587R), son of Sri Vijay Kumar Asthana working for gain at 54/10, Debendra Chandra Dey Road, P.O. Tangra, P.S.-Tangra, Kolkata- 700015, having been duly authorized in pursuance of a Resolution of the Board of Directors hereinafter referred to as the “SELLER/VENDOR” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in office/interest and permitted assigns) of the **ONE PART.**

**AND**

----- (PAN No. \_\_\_\_\_) / (Aadhaar No.....)/(CIN no. ....)-----

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----- (hereinafter collectively referred to as the “PURCHASER(S)”, which expression shall unless repugnant to the context or meaning thereof mean and include his/her/their heirs, representatives, successors-in-interest, executors and/or permitted assigns) of the **OTHER PART;**

As the context may require in this Agreement, “Parties” shall mean collectively the Seller and the Purchaser(s) and “Party” means each of the Seller and the Purchaser(s) individually;

**WHEREAS:**

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- A) West Bengal Housing Infrastructure Development Corporation Limited (hereinafter referred to as “WBHIDCO”) a Government of West Bengal company and the Planning Authority appointed by the Government of West Bengal vide Order No. 1490-HI/HGN/NTP/IM-1/98 dated 14<sup>th</sup> September, 1999 invited expression of interest (hereinafter referred to as EOI) in respect of the Planning Area declared under Notification No. 1423/HI/HGN/NTP/IM-1/98 dated 27<sup>th</sup> August, 1999 for allotment of land for hotel development.
- B) The Seller participated in the said EOI invited by WBHIDCO and was declared as the highest bidder for auction of a land in New Town, Kolkata after complying with formalities for allotment of such land by WBHIDCO Ltd.
- C) By an Allotment Letter No. M-2355/HIDCO/Admn-1339/2010 dated 16<sup>th</sup> June, 2010 (hereinafter referred to as the ALLOTMENT LETTER) WBHIDCO allotted to the Seller ALLTHAT a plot of land measuring 3.82 acres in Sub-CBD, Action Area - I of New Town, Rajarhat, Kolkata on freehold basis for the purpose of hotel development, subject to the terms and conditions as contained and recorded in the said Allotment Letter.
- D) By an Indenture of Sale dated 6<sup>th</sup> June, 2012 and made between WBHIDCO as the Vendor therein and Anik Industries Limited as the Purchaser(s) therein (the Seller herein) and registered at the office of the Additional District Sub-Registrar, Bidhannagar, North 24 Parganas and recorded in Book No. I, CD Volume No.10, from Pages 5422 to 5432, Being No. 06964 for the year 2012, the said WBHIDCO sold, transferred, granted and conveyed right, title and interest on freehold basis unto and in favour of the said Anik Industries Limited - Seller herein ALL THAT the piece and parcel of land measuring about 15459.55 sq. meters (equivalent to 3.82 acres) (more or less) being Premises No. 30-1111 in Street No.

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1111 (erstwhile Plot No. BG-9) in Block No. IB situated in New Town, Police Station- New Town, in the District- North 24 Parganas (more fully and particularly mentioned in the SCHEDULE thereunder written and also described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the "**TOTAL PROJECT LAND**") for undertaking hotel development for the consideration and subject to the terms and conditions contained and recorded in the said Indenture dated 6<sup>th</sup> June, 2012.

- E) By a Memorandum of Possession of Plot No. MP-B/HIDCO/EM/22B/3188 dated 6<sup>th</sup> July 2012 WBHIDCO handed over the possession of the said Total Project Land to the said Anik Industries Limited - Seller herein and/or the Seller was put in possession of the said Total Project Land.
- F) The Seller divided the said Total Project Land into three segments namely (1) ALL THAT the piece and parcel of land containing by estimation **33349 sq.ft. (more or less)** (hereinafter referred to as **LOT A**) and (2) ALL THAT the piece and parcel of land containing by estimation **26661 sq.ft. more or less**, (hereinafter referred to as **LOT B**) both being a separate divided and demarcated portion of the said Total Project Land has been reserved for putting up Hotel Buildings (hereinafter referred to as the "**HOTEL AREA**") more fully and particularly mentioned and described in Part I and Part II of the **SECOND SCHEDULE** hereunder written) and (3) the remaining part or portion of the said Total Project Lands being **LOT C** containing by estimation **1,06,394 sq. ft. more or less**, has been reserved for the purpose of putting up Three new buildings together with the Club Area as mentioned in Schedules of this Agreement, Two building to comprise of various **SERVICE APARTMENTS** and car parking spaces capable of being held and/or enjoyed independently of each other (hereinafter referred to as the "**SERVICE APARTMENT BUILDING**") the other One buildings have been reserved for residential purposes which

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is to comprise of various self contained flats units/ apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other (hereinafter referred to as the **“RESIDENTIAL BUILDING”** more fully and particularly mentioned and described in **THIRD SCHEDULE** hereunder written).

- G) In pursuance of the Scheme as aforesaid formulated by the Seller, the Seller caused a map or plan which has been sanctioned by New Town Kolkata Development Authority, a Development Authority constituted under Section 3 of the New Town Kolkata Development Authority Act, 2007 by the Govt. of West Bengal (hereinafter referred to as the **“NKDA”**) being No. 0300111120150525 dated 25-05-2015 and Re-sanction Building PIN R0300111120170104 dated 04-01-2017 (hereinafter referred to as the **“PLAN”**) on the terms and conditions recorded in NKDA’s letter No. R0300111120170104 dated 18<sup>th</sup> January, 2017 WHEREBY the Seller has become entitled to undertake construction erection and completion of the said Service Apartment Building together with the Club Area and the said Residential Building on the said LOT C in accordance with the said Plans sanctioned by the NKDA and subject to the conditions mentioned in the said letter dated 18<sup>th</sup> January, 2017 and the said Hotels are to be put up on the said LOT A and the said LOT B being the Hotel Area.
- H) The Promoter has registered the said Project under the provisions of the HIRA Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under Registration no. \_\_\_\_\_.
- I) In pursuance of an Agreement to Sell dated 8<sup>th</sup> February 2013 made between Anik Industries Limited therein referred to as the Seller of the One Part and Interglobe Hotels Private Limited therein referred to as the Purchaser(s) of the Other Part and registered at the office of the Additional Registrar of Assurances-II, Kolkata and recorded in Book No. I, CD

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Volume No.7, from Pages 1998 to 2041, Being No. 02054 for the year 2013 (hereinafter referred to as the “**INTERGLOBE HOTEL AGREEMENT**”) the Seller has sold and transferred and the said Interglobe Hotels Private Limited has purchased and acquired right, title and interest in ALL THAT constructed area of 25,984 sq.ft. (more or less) out of buildable FAR measuring 75,000 sq.ft. (more of less) inclusive of proportionate non FAR areas such as basements, parking, utility area, etc being the partial and incomplete construction together with the undivided proportionate share or interest in land measuring about 3097 sq. meters forming part of the said Total Project Land (more fully and particularly mentioned and described in PART - I of the SECOND SCHEDULE hereunder written and hereinafter referred to as the “**INTERGLOBE HOTEL LAND**”) for the consideration and subject to the terms and conditions contained and recorded in the said Interglobe Hotel Agreement.

- J) By another Agreement to Sell dated 27<sup>th</sup> December 2013 and made between Anik Industries Limited therein referred to as the Seller of the One Part and Fleur Hotels Private Limited therein referred to as the Purchaser(s) of the Other Part and registered at the office of the Additional Registrar of Assurances-II, Kolkata and recorded in Book No. I, CD Volume No.5, from Pages 852 to 894, Being No. 00951 for the year 2014 (hereinafter referred to as the “**FLEUR HOTEL AGREEMENT**”) the Seller has sold and transferred and the said Fleur Hotel Private Limited has purchased and acquired undivided proportionate right, title and interest in ALL THAT the piece and parcel of land containing by estimation an area of 26,661 sq.ft. (more or less) constructed upto plinth level comprising two basements of area admeasuring 29,900 sq.ft. (more or less) for the purpose of parking and utilities for the hotel purpose alongwith buildable FAR of 85,800 sq.ft. to be built on and above the plinth level, forming part of the said Total

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Project land (more fully and particularly mentioned and described in PART II of the SECOND SCHEDULE hereunder written and hereinafter referred to as the “**FLEUR HOTEL LAND**”) for the consideration and subject to the terms and conditions contained and recorded in the said Fleur Hotel Agreement.

- K) The Hotels to be so constructed on the Hotel Area in terms of the said Interglobe Hotel Agreement and Fleur Hotel Agreement are collectively referred to as the “**HOTEL BLOCKS**”.
- L) The Purchaser(s) is desirous of acquiring on ownership basis **FIRSTLY** ALL THAT the Apartment/Unit No. ----- on the ----- floor of the Residential Apartment Building containing by estimation an area of ---- ----- sq.ft. ( carpet area) (more or less) and **SECONDLY** ALL THAT the open/covered car parking space on the ground floor to 2<sup>nd</sup> floor of the Multiple Level Car Parking (“MLCP”) at the said Building to be designated by the Seller as hereinafter appearing AND **THIRDLY** ALL THAT the undivided indivisible impartible proportionate share or interest in all common parts and portions (more fully and particularly mentioned and described in the **FIFTH SCHEDULE** hereunder written) TOGETHER WITH easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit AND EXCEPTING AND RESERVING unto the Seller and the person deriving title from the Seller such easements quasi-easements and right and privileges as may be decided by the Seller and/or its successor AND **FOURTHLY** ALL THAT the undivided proportionate indivisible impartible share or interest in the land underneath the Residential Apartment Building appurtenant and/or allocable thereto AND **FIFTHLY** ALL THAT the right to use the Club to be situated on the LOT-C and the facilities thereof (more fully and particularly mentioned and described in

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the **FOURTH SCHEDULE** hereunder written and hereinafter referred to as the said **“UNIT/ APARTMENT AND THE PROPERTIES APPURTENANT THERETO”**) for the consideration and subject to the terms and conditions hereinafter appearing.

- M) Accordingly, the parties have entered into an Agreement for Sale dated \_\_\_\_ for sale of the said **“UNIT/ APARTMENT AND THE PROPERTIES APPURTENANT THERETO”**) for the consideration and subject to the terms and conditions contained in the said Agreement and the total consideration amount has been paid in full by the Purchaser(s) herein to the Seller, before and/or at the time of execution and registration of these presents, the receipt whereof the Vendor/ Seller doth hereby admit and acknowledge in favour of the Purchaser(s)(s).
- N) At and before execution and registration of this Indenture, the Purchaser(s)(s) have after causing necessary searches and due diligence made themselves fully satisfied as to the following:-
- (a) The right, title and interest of the Seller in the **“TOTAL PROJECT LAND” and the said “PROJECT”**.
  - (b) Building plan, layout plan, specifications, amenities and facilities of the [Apartment/ Plot] and floor plan, payment plan as approved and sanctioned by the competent authority.
  - (c) Total area to comprise in the said **“UNIT/ APARTMENT AND THE PROPERTIES APPURTENANT THERETO”**.
  - (d) Total super built up area to comprise in the said **“UNIT/ APARTMENT AND THE PROPERTIES APPURTENANT THERETO”** and car parking areas.
  - (e) The Terms and conditions contained in the Agreement for sale dated \_\_\_\_\_ entered into between the Seller and the Purchaser(s)(s) herein.

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- (f) The obligations with regard to “**UNIT/ APARTMENT AND THE PROPERTIES APPURTENANT THERETO**” and common areas maintenance in the said Building/Premises and obligations to pay common expenses as morefully contained Agreement for sale dated \_\_\_\_\_.

And the Purchaser(s)(s) being fully satisfied with the aforesaid have undertaken and/or agreed not to raise any objection whatsoever or howsoever with regard thereto in future and to comply with all terms and conditions thereof.

**NOW THIS INDENTURE WITNESSETH** as follows:

### **ARTICLE I – DEFINITIONS**

- 1.1** In this agreement the following expressions shall have the meanings assigned to them as under:
- i)** **APPLICABLE LAW/LAWS** shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, **government** approval, directive, guideline, requirement or other governmental restrictions or any similar form of decision or determination by, or any interpretation, policy or administration **having the** force of law of any of the foregoing by any authority having jurisdiction over the matter in question whether in effect as of date of this agreement **or thereafter**
  - ii)** "Act" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XL1 of 2017);,.
  - iii)** **BUILDING** shall mean the Residential Apartment Building to be

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constructed on a divided and demarcated portion of the said Total Property being LOT-C in accordance with the sanctioned Plan, to comprise of Multi-Level Car Parking (MLCP) from Ground floor to the second floor and to comprise of various service units/, constructed spaces and car parking spaces to be ultimately and independently held and/or enjoyed by various persons on ownership basis.

- iv) **BUILT-UP AREA** in relation to a Unit shall mean the plinth area of that Unit (including the area of bathrooms, balconies, and servants quarter, appurtenant thereto but excluding the area of the Open Terrace) and also the thickness of the walls (external and internal), the columns and pillars therein, provided that, if any wall, column or pillar be common between the two Units then  $\frac{1}{2}$  (one-half) of the area under such wall, column or pillar shall be included in such Unit;
- v) **CARPET AREA** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- vi) **CHANGE IN LAW** shall mean occurrence of any of the following after the date of this agreement-
  - i) The enactment of any new law;
  - ii) The repeal, amendment, modification or re-enactment of any existing law;
  - iii) The commencement of any law which has not entered into effect until the date of this agreement;
  - iv) A change in the interpretation or application of any law by a

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judgement and order of a court of record which has become final, conclusive and binding as compared to such interpretation or application by a court or record prior to the date of this agreement;

- v) Any action/directive/notification/ordinance/circular of Government Authority which impacts the Total Project Land.
- vii) **PARKING SPACES** shall mean the car parking spaces both open and covered on Multi-Level Car Parking (MLCP) from Ground floor to the second floor of the Building dedicated and/or reserved for the purpose of parking of cars to be designated by the Seller in favour of any Unit owner intending to acquire the same against consideration and on the terms to be agreed upon.
- viii) **PLAN** shall mean the plans of the Building which have been sanctioned and approved by The New Town Kolkata Development Authority vide Building Permit No. 0300111120150525 dated 25-05-2015 and Re-sanction Building PIN R0300111120170104 dated 04-01-2017 in favour of the Seller and shall mean and include all modifications and/or alterations made thereto and sanctioned by the authorities concerned and includes terms and conditions mentioned in the Letter No. R0300111120170104 dated 18<sup>th</sup> January, 2017 and the terms as may be imposed by The New Town Kolkata Development Authority.
- ix) **PROJECT ADVOCATES** shall mean Gaggar & Co. LLP Advocates of 6 Old Post Office Street, Kolkata 700 001 who has been appointed by the Seller and who has prepared this Agreement and also shall prepare all legal documentation regarding the

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development, construction, sale and transfer of the units forming part of the Residential Apartment Building including the Deeds of Conveyance and for execution and registration thereof;

**ARTICLE-III –**

**NOW THEREFORE**, in pursuance of the said Agreement dated \_\_\_\_\_ and in consideration of the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only (**“TOTAL CONSIDERATION”**) of lawful money of the Indian union well and truly paid by the Purchaser(s)(s) to the Vendor at or before the execution of these presents being the full price or consideration of the said **“UNIT/ APARTMENT AND THE PROPERTIES APPURTENANT THERETO”**, (more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written), the receipt whereof the Vendor doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof doth hereby acquit, release and discharge the Purchaser(s)(s) as well as the said **“UNIT/ APARTMENT AND THE PROPERTIES APPURTENANT THERETO”**, (more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written), the Vendor doth hereby grant transfer convey, release and confirm its right, title and interest unto and in favour of the said Purchaser(s)(s) **FIRSTLY** ALL THAT the Apartment/Unit No. ----- on the ----- floor of the Residential Apartment Building containing by estimation an area of ----- sq.ft. ( carpet area) (more or less) and **SECONDLY** ALL THAT the open/covered car parking space on the ground floor to 2<sup>nd</sup> floor of the Multiple Level Car Parking (“MLCP”) at the said Building to be designated by the Seller as hereinafter appearing AND **THIRDLY** ALL THAT the undivided indivisible impartible proportionate share or interest in all common parts and portions (more fully and

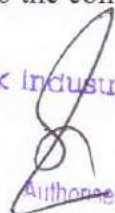
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particularly mentioned and described in the **FIFTH SCHEDULE** hereunder written) TOGETHER WITH easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit AND EXCEPTING AND RESERVING unto the Seller and the person deriving title from the Seller such easements quasi-easements and right and privileges as may be decided by the Seller and/or its successor AND **FOURTHLY** ALL THAT the undivided proportionate indivisible impartible share or interest in the land underneath the Residential Apartment Building appurtenant and/or allocable thereto AND **FIFTHLY** ALL THAT the right to use the Club to be situated on the LOT-C and the facilities thereof (more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written and hereinafter referred to as the said “**UNIT/ APARTMENT AND THE PROPERTIES APPURTENANT THERETO**”) AND all deeds, pattahs, muniments of title, writings, other evidence of title which exclusively relates to the said “**UNIT/ APARTMENT AND THE PROPERTIES APPURTENANT THERETO**” in the said premises and which now are or hereafter may be in the custody power or possession of the Vendor and its successors-in-office or any other person or persons from whom they can or may procure the same without action or suit at law or in equity **TO HAVE AND TO HOLD** the “**UNIT/ APARTMENT AND THE PROPERTIES APPURTENANT THERETO**” hereby granted, transferred, sold, conveyed, released and confirmed or expressed or intended so to be unto and to the use of the Purchaser(s)(s) absolutely and forever, free from all encumbrances and charges, subject to the terms and conditions contained more fully in the Agreement for Sale dated \_\_\_\_\_ and the terms contained hereinbelow:-

- I. The Vendor doth hereby covenant with the Purchaser(s)(s) that notwithstanding any act, deed, matter or thing by the said Vendor made done or executed or knowingly suffered to the contrary the Vendor now has

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good right, full power and absolute authority to grant, sell, transfer, convey, release and confirm the **“UNIT/ APARTMENT AND THE PROPERTIES APPURTENANT THERETO”** hereby granted, sold, transferred, conveyed, released and confirmed or expressed or intended so to be unto and to the use of the Purchaser(s)(s) in the manner aforesaid.

- II. The Purchaser(s)(s) shall and may at all times hereafter peacefully and quietly possess and enjoy the said **“UNIT/ APARTMENT AND THE PROPERTIES APPURTENANT THERETO”** hereby conveyed and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand from or by the Vendor or any person or persons lawfully and equitably claiming from under or in trust for the Vendor AND that free from all encumbrances, charges, mortgages, liens, lispendens, acquisitions, requisitions, attachments and/or trusts of whatsoever nature made or suffered by the said Vendor or the Promoter or any person or persons lawfully or equitably claiming under them.
- III. The Vendor doth hereby covenant with the Purchaser(s)(s) that the Vendor shall and will from time to time and at all times hereafter at the request and cost of the Purchaser(s)(s) do and execute or cause to be done and executed all such further and other acts deeds and things for further and more perfectly assuring the said **“UNIT/ APARTMENT AND THE PROPERTIES APPURTENANT THERETO”** and every part thereof and to the use of the Purchaser(s)(s) in the manner aforesaid as shall or may be reasonably required and the Vendor covenants with the Purchaser(s)(s) to produce the Original Title Deeds in respect of the said Project in its possession and shall also upon like requests and costs furnish to the Purchaser(s)(s) the copies of or extracts from the said Deeds and writings and shall and will in the meantime keep the same safe unobliterated and uncanceled (damage by fire and other inevitable accident being excepted).

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- IV. The Purchaser(s)(s) hereby agree not to claim for partition of the said **“UNIT/ APARTMENT AND THE PROPERTIES APPURTENANT THERETO”** or any part thereof nor shall it claim for separation of the **“UNIT/ APARTMENT AND THE PROPERTIES APPURTENANT THERETO”** as an independent building.
- V. The Purchaser(s)(s) shall be liable to pay the municipal taxes/ proportionate rate of Municipal Taxes and other statutory rates and taxes as may be levied from time to time from the date of these presents in respect of the said **“UNIT/ APARTMENT AND THE PROPERTIES APPURTENANT THERETO”**, including the undivided proportionate share of land purchased by him and also be liable to pay the applicable Goods and Service Taxes (GST).
- VI. The Vendor with the execution of these presents hereby deliver the vacant possession of the said **“UNIT/ APARTMENT AND THE PROPERTIES APPURTENANT THERETO”** and the Purchaser(s)(s) accept the same to their full satisfaction.
- VII. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**  
The Promoter hereby represents and warrants to the Purchaser(s)(s) as follows:
- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the project;
  - (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the project;
  - (iii) There are no encumbrances upon the said Land or the Project:

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[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land];

- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [Apartment/ Plot];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [apartment/ Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, building and [Apartment/ Plot] and common areasvi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing. Whereby the right, title and interest of the Purchaser(s)(s) created herein, may prejudicially be affected;
- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ agreement with any person or party with respect to the Land including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Purchaser(s)(s) under this Agreement;
- (vii) The promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Purchaser(s)(s) in manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Purchaser(s)(s) and the common area to the

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association of the Purchaser(s)(s) or the competent authority, as the case may be;

- (ix) The schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (x) The Promoter has duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Purchaser(s)(s) and the association of Purchaser(s)(s) or the competent authority, as the case may be;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/ or the Project.

**VIII. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT:**

- I. The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Purchaser(s)(s) upon the issuance of completion

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certificate of the project. The cost of such maintenance has been included in the Total Price of the [Apartment/ Plot].

- II. As a matter of necessity, the Purchaser(s), in using and enjoying the said Unit/Apartment and the Common Areas, Facilities and Installations binds himself and covenants to observe fulfill and perform the rules regulations obligations covenants and restrictions as may be made applicable by the Maintenance In-Charge from time to time for the quiet and peaceful use enjoyment and management of the Building and in particular the Common Areas and Installation and other Common Purposes.

III APPOINTMENT OF FACILITY MANAGEMENT COMPANY:

- III.1 Immediately after completion of the said new building or so soon thereafter, for the purpose of maintenance of the common parts and portions and for rendition of common services, the Seller may appoint a Facility Management Company (hereinafter referred to as the “FMC”) on such terms and conditions as the Seller in its absolute discretion may deem fit and proper and the Purchaser(s) hereby consents for the same.
- III.2 As already stated above for a period of 3 years from the date of completion certificate being granted, the Seller has undertaken to render the common services (more fully and particularly detailed out in the **EIGHTH SCHEDULE** hereunder written) out of advance interest free Deposits and after expiry of the said period, the Purchaser(s) shall be liable to make payment of the proportionate share of Common Area Maintenance Charges (hereinafter referred to as the “**CAM CHARGES**”) and in addition thereto shall also be liable to make payment of the proportionate share of the Management Fee which may become payable to such FMC for providing common area maintenance services.

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III.3 Until such time such FMC is appointed for the purposes mentioned hereinabove, the Seller may continue to retain control of the Common Parts and portions and remain liable for rendition of Common Services subject to the Purchaser(s) and the other units owners making timely payment of the proportionate share of CAM Charges payable by each one of them and also charges payable to such FMC mentioned hereinafter.

**IX. DEFECT LIABILITY:**

in case structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Purchaser(s)(s) from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Purchaser(s)(s)s shall be entitled to receive appropriate compensation in the manner as provided under the Act.

**X. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoter/maintenance agency/association of Purchaser(s)(s)s shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser(s)(s) agrees to permit the association of Purchaser(s)(s)s and/or maintenance agency to enter into the [Apartment/ Plot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

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**XI. USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Purchaser(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Purchaser(s) framed by the Purchaser(s) for rendering maintenance services.

**XII. COMPLIANCE WITH RESPECT TO THE APARTMENT:**

1. Subject to the terms and conditions of Agreement for Sale dated \_\_\_\_\_, the Purchaser(s) shall after taking possession, be solely responsible to maintain the [Apartment/ Plot] as his/her own cost, in good repair and condition shall not do or suffer to be done anything in or to the Building, or the [Apartment/ Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/ Plot] and keep the [Apartment/ Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

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2. The Purchaser(s) further undertakes, assures and guarantees that he/she would not put any sign-board/ name-plate , neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchaser(s) shall not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser(s) shall not store any hazardous or combustible goods in the [Apartment/ Plot] or place in heavy material in the common passages or staircase of the building. The Purchaser(s) shall also not remove any wall including the outer and load bearing wall of the [Apartment/ Plot].
3. The Purchaser(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Purchaser(s) and/or maintenance agency appointed by the association of Purchaser(s). The Purchaser(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
4. **Corpus / Sinking Fund** The Purchaser(s) acknowledges that the said new building to be constructed at the said Total Project Land is going to be one of the most decent and prestigious buildings in the city of Kolkata and as such the Purchaser(s) agrees and accepts that it is his/her/its responsibility to ensure that the decency of the said new building is maintained. For the aforesaid purpose, the Purchaser(s) has agreed to keep in deposit with the Seller at or before taking over possession of the said Unit in terms of this Agreement, a sum to be calculated at the rate of Rs.50 /- (Rupees Fifty only) per square feet on the Total Super built-up area forming part of the said Unit/Apartment (hereinafter referred to as the **“CORPUS/ SINKING FUND”**) and the said Sinking Fund shall be

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held by the Purchaser(s) until such time the Holding Organisation is formed and upon formation of the said Holding Organisation the said Sinking Fund together with interest accrued due thereon shall be transferred in favour of such Holding Organisation.

5. Taking into account the requirements of the Residential Apartment Building from time to time including capital expenses which may be required to be incurred from time to time, the Purchaser(s) agrees to make payment of the proportionate amount on account of Sinking Fund as may be necessary and/or required from time to time by the Seller and upon formation of the Holding Organisation by such Holding Organisation.

### **XIII. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties have entered into Agreement for Sale \_\_\_\_\_ with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

The Terms and conditions of Agreement for Sale dated \_\_\_\_\_ shall be deemed to have been incorporated in these presents and the said Agreement for Sale shall be treated to be a part of this Indenture.

#### **THE FIRST SCHEDULE ABOVE REFERRED TO** **(THE TOTAL PROJECT LAND)**

**ALL THAT** piece and parcel of land measuring about 15459.55 sq. meters (equivalent to 3.82 acres) (more or less) being Premises No. 30-1111 in Street No. 1111 (erstwhile Plot No. BG-9) in Block No. IB situated in New Town, Police Station- New Town, in the District- North 24 Parganas falling in Mouza- Thakdari,

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J.L. No. 19 under Mahisbathan- II Gram Panchayet with the amenities and facilities appertaining to the said Land and butted and bounded as follows:

On the North : By Premises Nos. 01-0124 and 32-1111 (MAR)  
On the South : By Major Arterial Road (59.0 M. ROW), Street No. 1111  
On the West: Street No. 0124 (36.50 M- wide road)  
On the East: By Premises No. 32-1111(MAR)

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**PART - I-**

**LOT-A**

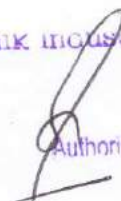
ALL THAT constructed area measuring about 25,984 sq.ft. (more or less) out of buildable FAR measuring 75,000 sq.ft. (more of less) inclusive of proportionate non FAR areas such as basements, parking, utility area, etc being the partial and incomplete construction together with the undivided proportionate share or interest in land measuring about 3097 sq. meters forming part of the said Total Project Land (described in the FIRST SCHEDULE above) with the benefits of Pre-construction Approvals to be obtained for the purposes of putting up a Hotel by Interglobe Hotels Pvt. Ltd.

**PART- II**

**LOT-B**

ALL THAT undivided proportionate right, title and interest in piece and parcel of land containing by estimation an area of 26,661 sq.ft. (more or less) constructed upto plinth level comprising two basements of area admeasuring

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29,900 sq.ft. (more or less) for the purpose of parking and utilities for the hotel purpose alongwith buildable FAR of 85,800 sq.ft. to be built on and above the plinth level, forming part of the said Total Project Land (described in the FIRST SCHEDULE above) for the purposes of putting up a Hotel by Fleur Hotel Private Limited.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**LOT-C**

ALL THAT the piece and parcel of land containing by estimation an area of 1,06,394 sq.ft. (more or less) forming part of the said Total Project Land (described in the FIRST SCHEDULE above) for the purposes of putting up the SERVICE APARTMENT BUILDING together with Club Area and the facilities and the RESIDENTIAL BUILDING.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(APARTMENT AND THE PROPERTIES APPURTENANT THERETO)**

**FIRSTLY** ALL THAT the Apartment/Unit No. ----- on the -----  
--- floor of the Residential Apartment Building containing by estimation an area of  
----- sq.ft. (CARPET area) (more or less) and **SECONDLY** ALL THAT  
the open/covered car parking space on the ground floor to 2<sup>nd</sup> floor of the  
Multiple Level Car Parking (“MLCP”) at the said Building on the said LOT-C to  
be designated by the Seller as hereinafter appearing AND **THIRDLY** ALL THAT  
the undivided indivisible impartible proportionate share or interest in all common  
parts and portions (more fully and particularly mentioned and described in the  
**FIFTH SCHEDULE** hereunder written) TOGETHER WITH easements or quasi-  
easements and other stipulations and provisions in connection with the beneficial  
use and enjoyment of the said Unit AND EXCEPTING AND RESERVING unto  
the Seller and the person deriving title from the Seller such easements quasi-

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easements and right and privileges as may be decided by the Seller and/or its successor AND **FOURTHLY** ALL THAT the undivided proportionate indivisible impartible share or interest in the land underneath the Residential Apartment Building appurtenant and/or allocable thereto AND **FIFTHLY** ALL THAT the right to use the Club to be situated on the LOT-C and the facilities thereof (more fully and particularly mentioned and described in the FOURTH SCHEDULE hereunder written and hereinafter referred to as the said “UNIT/ APARTMENT” AND THE PROPERTIES APPURTENANT THERETO) for the consideration and subject to the terms and conditions hereinafter appearing .

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**(COMMON PARTS AND PORTIONS)**

1. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
2. Drains and sewers from the premises to the Municipal Duct.
3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
5. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
6. Boundary walls of the premises including outer side of the walls of the building and main gates.
7. Water pump and motor with installation.
8. Tube well water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.

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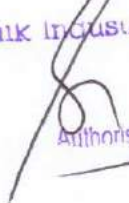
9. Transformer if applicable electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Unit) and spaces required therefore.
10. Windows/doors/grills and other fittings of the common area of the premises.
11. Generator its installations and its allied accessories.
12. Lifts and their accessories installations and spaces required therefore.
13. Such other common parts areas equipments installations fixtures fittings covered and open space in or about the said Premises and/or the building as are necessary for passage to or use and occupancy of the Units as are necessary.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**  
**(CONSIDERATION AMOUNT)**

The Purchaser(s) has paid the total consideration amount of Rs.-----  
-----/- (Rupees \_\_\_\_\_ ) only as per Payment Schedule and in  
the manner hereinafter appearing :

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**  
**ADDITIONAL PAYMENTS/ DEPOSITS**  
**PART I – REFUNDABLE / ADJUSTABLE DEPOSITS**

In addition to amount of consideration agreed to be paid by the Purchaser(s) to the Seller in terms of the Agreement for sale, at or before taking over possession of the said Unit the Purchaser(s) has agreed and committed itself to pay the following amounts as and by way of deposits:

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- i) Rs.144 PER sq. ft /--on account of the maintenance charges for three years.
- ii) iii Rs. 50 /- per sq. ft for sinking fund .

In addition to the above the Purchaser(s) has agreed to make all amounts which may become due and payable on account of any Service Tax and all other statutory levies and impositions which may be imposed by the authorities concerned.

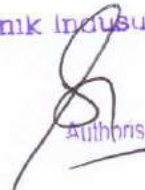
**THE EIGHTH SCHEDULE ABOVE REFERRED TO**  
**(MAINTENANCE CHARGES/ COMMON EXPENSES)**

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Holding Organisation) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.

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6. Paying such workers as may be necessary in connection with the upkeep of the property.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming parts of the property.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Seller may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owners/ occupiers of any Units
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual lessee of any Unit.
15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.

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16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the owner/occupier of any Units
18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Seller may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management company/Holding Organisation it is reasonable to provide.
21. In such time to be fixed annually as shall be estimated by the Holding Organisation (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organisation for the owners of the Units/Units and shall only be applied in accordance with unanimous or majority decision of the members of the Holding Organisation and with the terms of this Schedule

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**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

**SIGNED and DELIVERED by**  
**the SELLER** through **SHRI**  
**SHIVAM ASTHANA**, duly  
authorized in pursuance of a  
Resolution of the Board of  
Directors **at Kolkata in the**  
**presence of:**

**SIGNED and DELIVERED by**  
**the PURCHASER(S)** at  
**Kolkata in the presence of:**

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