

THIS INDENTURE made on this day of , Two Thousand
Eighteen **BY AND BETWEEN**

VENDORS :

M/S. AARTI HIGHRISE PRIVATE LIMITED (PAN AAICA9681Q), a Company incorporated under the Companies Act, 1956 and is an existing Company within the meaning of the companies Act, 2013 and having its registered office at 9A, Lord Sinha Road, Kolkata-700 071, hereinafter referred to as the **CO-OWNER/PROMOTER** (which term or expression shall unless excluded by or repugnant to subject or context be deemed to include its successor or successor-in-interest and/or assigns) of the **FIRST PART**

AND

M/S. ABHILASHA HEIGHTS PRIVATE LIMITED (PAN AAICA9682P), a Company incorporated under the Companies Act, 1956 and is an existing Company within the meaning of the companies Act, 2013 and having its registered office at 9A, Lord Sinha Road, Kolkata - 700 071 hereinafter referred to as the **CO-OWNER/CONFIRMING PARTY** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to include its successor or successor-in-interest and/or assigns) of the **SECOND PART**

AND**[If the Allottee/Purchaser is a company]**

_____ (CIN No. _____)
 a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at _____ (PAN _____), represented by its authorized signatory, (Aadhaar No. _____) duly authorized vide board resolution dated

_____, hereinafter called "**the ALLOTTEE/PURCHASER(S)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

[OR]

[If the Allottee/Purchaser is a partnership]

_____ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____ (Aadhaar No. _____) duly authorized vide hereinafter referred to as the "**the ALLOTTEE/PURCHASER(S)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee/Purchaser is an Individual]

Mr. / Ms. _____ (Aadhaar No. _____), son/daughter of _____ aged about _____, residing at _____ (PAN _____),

hereinafter called "**the ALLOTTEE/PURCHASER(S)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Allottee/Purchaser is a HUF]

Mr. _____ (Aadhaar No. _____),
son of _____ aged about for self and as the Karta of
the Hindu Joint Mitakshara Family known as HUF, having its place of
business/residence at _____ (PAN
_____),

hereinafter referred to as the "**the ALLOTTEE/PURCHASER(S)**"
(which expression shall unless repugnant to the context or meaning
thereof be deemed to mean the members or member for the time being
of the said HUF, and their respective heirs, executors, administrators,
successors-in-interest and permitted assigns) of the **THIRD PART**.

1. **Definitions** – For the purpose of this Deed for Sale, unless the context otherwise requires : -
 - a) **“Act”** means the West Housing Industry Regulation Act, 2017 (Best Ben. Act Xli of 2017);
 - b) **“Rules”** means the West Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;

- c) **“Regulation”** means the Regulations 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- d) **“Section”** means a Section of the Act;

WHEREAS :

- A. **M/S. AARTI HIGHRISE PRIVATE LIMITED** and **M/S. ABHILASHA HEIGHTS PRIVATE LIMITED** are the absolute and lawful Joint Owners of inter alia **ALL THAT** demarcated piece and parcel of land measuring about 7.25 acres being part land in L. R. Dag No. 187 & L. R. Khatian No. 1449 and 1450 in J.L. No. 34 Mouza Jagat Berh, Ward No. 16, Municipal Premises No. 320, Vivekananda College Road, Burdwan within the limit of Burdwan Municipality Police Station and District Burdwan (hereinafter referred to as the “Said Land”) morefully and particularly described in the **FIRST SCHEDULE**. The short details of the title as mentioned in **EIGHTH SCHEDULE**.
- B. The said land is earmarked for the purpose of building a mainly residential project, comprising of multistoried apartment buildings and Car Parking Space and the said project shall be known as **‘NATURAL CITY BARDHAMAN’**.
- C. The Owners by two registered Development Agreement duly appointed the Promoter herein as Promoter to develop the said Project in the terms and conditions as mentioned therein. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.

- D. The Burdwan Municipality has granted the commencement certificate to develop the Project vide approval dated 25.11.2016 bearing no. 1317. Notice of commencement under the West Bengal Municipal Act 1993 was submitted vide letter dated 02.12.2016 by Architect of the Project intimating the date of commencement as 17.12.2016.
- E. The Promoter has duly obtained the sanction building plan by the Burdwan vide sanction no. _____ dated _____ 2018 for construction of the multi-storied building complex at the said premises, hereinafter referred to as the said Project.
- F. The Promoter has duly constructed the multistoried building in the said premises in accordance with the plan duly sanctioned by the Burdwan.
- G. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at ____ on _____ under registration No. _____.
- H. The Allottee/Purchaser (s) has taken inspection of all the title deeds and plans and has made all necessary searches and is fully satisfied about the representation, plan right and title of the Vendors/Owners and the Promoter, and the Allottee/Purchaser shall not be entitled to and agree not to raise any objection and/or make any query with regard thereto.
- I. By an Agreement for Sale dated _____ (“Agreement”) the Vendors/Promoter have agreed to sell and Allottee/Purchaser (as Allottee thereunder) has agreed to acquire

and/or purchase **ALL THAT** the Unit/Designated Apartment/Designated Apartment No. “_____” on _____ **Floor** having _____ Sq.ft. carpet area of the building commonly known as **“NATURAL CITY BHARDHAMAN”** being **Block No.** _____ (“Building”) along with _____ number parking as permissible under the applicable law and undivided pro rata share in the common areas (“Common Areas”) as defined under Clause (m) of Section 2 of the Act (hereinafter collectively referred to as the said UNIT/DESIGNATED APARTMENT) morefully and particularly described in SECOND SCHEDULE written hereunder and the floor plan of the Designated Apartment is annexed hereto and marked as **THIRD SCHEDULE.**

- J. The Parties have gone through all the terms and conditions set out in this Deed and understood the mutual rights and obligations detailed herein.
- K. As per Section 17 of the Act, the Promoter is, inter alia, required to execute a registered conveyance deed in favour of the Allottee/Purchaser along with the undivided proportionate title in the common areas to the Association if formed. Accordingly and for other purposes connected with the Association, the Association is made a party to this Conveyance Deed if already.
- L. The Parties hereby confirm that they are signing this Deed with full knowledge of all the laws, rules, regulations, etc., applicable to the Project.

NOW THIS INDENTURE WITNESSETH :-

- I. That in pursuance of the said Agreement and in consideration of a sum of **Rs.....** (Rupees) only of the lawful money of the Union of India well and truly paid by the Allottee/Purchasers to the M/s. Aarti Highrise Private Limited for and on behalf of both the vendors as per Co-Vendor authorization at or before the execution of these presents (the receipt whereof the Promoter/Vendors do and each of them doth hereby and also by the receipt hereunder written admit and acknowledge to have been received for itself as well as on behalf of the Co-Vendor and confirmed by signing the Memo of Consideration written hereunder) and of and from the payment of the same and every part thereof the Vendors do and each one of them doth hereby acquit release and discharge the Allottee/Purchasers and also the said Unit/Designated Apartment and the Properties Appurtenant thereto hereby intended to be sold and transferred and the vendors do and each one of them doth hereby sell transfer convey assure and assign **FIRSTLY ALL THAT the Residential** Unit/Designated Apartment No. on the **Floor**, in **Block No.** having a super built up area of Sq.ft. (be the same a little more or less) morefully described in the **SECOND SCHEDULE** hereunder written of the new Buildings Complex comprised in the portion of the said premises morefully described in the **FIRST SCHEDULE** hereunder written **AND SECONDLY ALL THAT** the undivided proportionate share or interest in the common areas parts portions and/or amenities comprised in the said particular Building in which the Unit/Designated Apartment is situated (more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written) **AND THIRDLY** for the purpose of beneficial use and enjoyment of the said Unit/Designated Apartment and the properties Appurtenant thereto the Vendors hereby release relinquish and disclaim all

their respective right title interest into or upon **ALL THAT** the undivided impartible proportionate share in the land comprised under and below said Building at the said premises attributable to the said Unit/Designated Apartment and the properties Appurtenant Thereto (hereinafter referred to as the said **UNDIVIDED SHARE**) **AND** the said Unit/Designated Apartment and the undivided share are hereinafter collectively referred to as the **SAID UNIT/DESIGNATED APARTMENT AND THE PROPERTIES APPURTENANT THERETO** (more fully and particular mentioned and described in the **SECOND SCHEDULE** hereunder written) **AND ALSO** the right to use the common entrance, common passage and staircases and other common parts and portions in common with the occupants of the said particular new building **TO HAVE AND TO HOLD** the said **UNIT/DESIGNATED APARTMENT AND THE PROPERTIES APPURTENANT THERETO** absolutely and forever free from all encumbrances charges liens lispendense attachments trusts whatsoever or howsoever **AND TOGETHER WITH** the right to use the common areas installations and facilities in common with the vendors/ Promoter, Co-Allottee/Purchaser and the owners and other lawful occupants of the new building **BUT EXCEPTING AND RESERVING** such rights easements quasi-easements privileges reserved for the Vendors and/or the Society and/or Association of Co-owners **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions as provided for in connection with the beneficial use and enjoyment of the said Unit/Designated Apartment and the Properties Appurtenant thereto (more fully and particularly mentioned and described in the **FIFTH SCHEDULE** hereunder written) **TO HAVE AND TO HOLD THE SAID UNIT/DESIGNATED APARTMENT AND THE PROPERTIES APPURTENANT THERETO** hereby sold transferred and

conveyed and every part or parts thereof unto and to the use of the Allottee/Purchasers **SUBJECT TO** the restrictions (more fully and particularly mentioned and described in the **SIXTH SCHEDULE** hereunder written) **AND ALSO SUBJECT TO** the Allottee/Purchasers making payment of the maintenance charges and other charges (hereinafter referred to as the **MAINTENANCE CHARGES** more fully and particularly mentioned and described in the **SEVENTH SCHEDULE** hereunder written).

And in the land aforesaid and in pursuance of Section 17 of the said Act, the Vendors and Promoter do and each one of them doth hereby sell and transfer to the Association undivided proportionate title to the said Land attributable to the Designated Apartment and the Vendors and the Promoter do and each one of them hereby sell and transfer to the Association undivided proportionate title to the other Common Areas absolutely.

- II. **AND THIS DEED WITNESSETH** and it is agreed and declared by and between the parties hereto that this Deed supersedes all previous agreements and/or arrangements brochures, advertisements/representatives and/or understanding between the parties hereto in respect of the said Building Complex, the said Unit/Designated Apartment and properties Appurtenant thereto **AND** proportionate undivided share in the said premises. The terms of this Deed will prevail and binding between the parties and the Allottee/Purchasers in future will not raise any claim in respect thereof. The Allottee/Purchasers agrees and undertakes that the Allottee/Purchasers shall not do any act deed or thing whereby the Vendors are prevented from

selling transferring and/or dealing with any other parts and portions of the said Entire Premises.

III. **AND THE VENDORS DO AND EACH ONE OF THEM DOTH HEREBY COVENANT WITH THE ALLOTTEE/PURCHASERS** as follows :-

- (a) **THAT** notwithstanding any act deed matter or thing whatsoever done by the Vendors or executed or knowingly suffered to the contrary the vendors are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Unit/Designated Apartment And the Properties Appurtenant thereto hereby granted sold conveyed transferred assigned or intended so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner or conditions use trust encumbrances or make void the same.
- (b) **THAT** the said Unit/Designated Apartment And The Properties Appurtenant thereto hereby sold granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases lispense debuttar or trust made or suffered by the vendors or any person or persons having lawfully or equitably claiming any estate or interest therein through under or in trust for the Vendors.
- (c) **THAT** the Allottee/Purchasers shall and may at all times hereafter peaceably and quietly hold posses and enjoy the said Unit/Designated Apartment And The Properties Appurtenant thereto and shall be entitled to receive all the rents issues and profits thereof without any lawful evictions interruption claims

or demands whatsoever by the Vendors or any person or persons having lawfully or equitably claiming as aforesaid.

- (d) **THAT** the Allottee/Purchasers shall be freed cleared and absolutely discharged saved kept harmless and indemnified against all estate charges encumbrances liens attachments lispensense debuttar or trust or claim and demands whatsoever created occasioned or made by the Vendors or any person or persons lawfully or equitably claiming as aforesaid.
- (e) **AND FURTHER THAT** the Vendors and all persons having any lawfully or equitably claiming any estate or interest in the said Unit/Designated Apartment And The Properties Appurtenant thereto or any part thereof through under or in trust for the Vendors shall and will from time to time and at all times hereafter at the request and cost of the Allottee/Purchasers make do and execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the said Unit/Designated Apartment And The Properties Appurtenant thereto and every part thereof unto and to the use of the Allottee/Purchasers in the manner as aforesaid as shall or may be reasonably required.
- (f) The buildings and the premises shall be initially managed and maintained by the First Vendor. The Vendors, after completion of the building and sale of such number of Unit/Designated Apartments as may be decided by the Vendors, in its absolute discretion, shall hand over the maintenance of the building to a Holding Organization to be formed by the Vendors.
- (g) **THAT** the vendors do and each one of them doth hereby further covenant with the Allottee/Purchasers that unless prevented by

fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee/Purchasers to produce or cause to be produced to the Allottee/Purchasers or to its/his/her attorney/s or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the said Premises and also shall at the like request and costs of the Allottee/Purchasers deliver to the Allottee/Purchasers such attested or other true copies or extracts therefrom as the Allottee/Purchasers may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncanceled.

IV. **AND THE ALLOTTEE/PURCHASERS SHALL TO THE END AND INTENT THAT THE OBLIGATION AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID UNIT/DESIGNATED APARTMENT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY CONVEYED WITH THE VENDORS AND EACH ONE OF THEM RESPECTIVELY** as follows :-

- (a) That the Allottee/Purchasers and all other persons deriving title under it/his/her shall and will at all times hereafter shall observe the restrictions regarding the users set forth in the **SIXTH SCHEDULE** hereunder written.
- (b) **THAT** the Allottee/Purchasers shall at all times hereafter (from the date of notice for possession) regularly and punctually make payment of all the municipal rates and taxes and other outgoings including cesses, multi-storied building tax, Water tax, Urban Land Tax, if any, and other levies impositions and

outgoing including maintenance and service charges which may from time to time be imposed or become payable in respect of the said Unit/Designated Apartment and proportionately for the Building Complex as a whole and for the common parts and portions.

- (c) The Allottee/Purchasers shall apply for and obtain mutation of its/his/her name as the Owners of the said Unit/Designated Apartment from the Burdwan Municipality and shall also obtain separate assessment of the said Unit/Designated Apartment and so long the said Unit/Designated Apartment is not separately assessed the Allottee/Purchasers shall pay the proportionate share of the municipal tax and other taxes and impositions payable in respect of the New Building, such amount to be determined in its absolute discretion by the Vendors and upon formation of the Association by such Association/Society/ Service Company.
- (d) Allottee/Purchasers aware that the said project commence in two phases. In the First Phase Block No. 4, 5 and 6 has been constructed. The work of Second Phase on the balance area is still under construction and it takes years to complete the same. The Vendors, their servants and agents, contractors etc., are entitled to use the common entrance, common passage, other utilities and facilities. The right of the Allottee/Purchasers restricted to the First Phase of the project being Block No. 4, 5 and 6 and the land below the same more fully describe in the Part II of the First Schedule hereunder written. There is a temporary boundary wall of the said First Phase project. The Allottee/Purchasers however entitle to use of the Club House and Common Passage as and when complete and open for uses of the entire complex.

- (e) The Allottee/Purchasers undertake not to object the construction in the said complex on the ground of inconvenience, sound pollution, dust etc.
- (f) The Allottee/Purchasers aware that certain work of construction, finishing work, common facilities and amenities in the said Building Complex has not been completed as yet and agree to allow the Promoter some more time to complete the same including with the workmen and building materials and free ingress and egress and will never raised any objection. The Allottee/Purchasers or any one claiming through it undertakes not to do any act deed or things which may prevent or delay in completion of the projects. The Allottee/Purchasers aware that completion Certificate has not yet been received and this registration was made at the request of the Allottee/Purchasers only.
- (g) The Allottee/Purchasers shall neither use nor transfer any other space, portion and common portion other than the flat/space common portion and common right only being transferred by the Vendors herein in favour of the Allottee/Purchasers, by these presents. The Allottee/Purchasers has no right, title, interest and claim in respect of other space.

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

After completion of the execution and registration of these presents in favour of the Allottee/Purchasers the Allottee/Purchasers may deal with or dispose off or assign or

alienate the said Flat/Unit/Designated Apartment subject to the following conditions :-

- (a) That the undivided share in the land comprised in the said premises hereby sold and transferred and attributable to the said Unit/Designated Apartment and the properties Appurtenant Thereto shall always remain indivisible and impartible.
- (b) The right of the Allottee/Purchasers shall remain restricted to the said Unit/Designated Apartment And The Properties Appurtenant thereto.
- (c) The said new building and/or the Housing Complex shall always be known as **NATURAL CITY BARDHAMAN** and the Allottee/Purchasers undertakes not to change the name at any point of time.
- (d) The proportionate share of the Allottee/Purchasers in respect of any matter referred to under this Conveyance shall be such as may be determined by the Vendors and the Allottee/Purchasers agrees and undertakes to accept the same notwithstanding there being minor variations;
- (e) The right of the Allottee/Purchasers regarding the Undivided Share shall be variable depending on further/additional constructions either horizontal or vertical on balance portion of the said premises and the adjacent land and development, if any, that may be made by the Vendors from time to time in future and the Allottee/Purchasers hereby consents/recorded his/their No Objection for the same. Any such variation shall not affect the Agreed Consideration and no claim or objection

can or shall be raised regarding the same by the Allottee/Purchasers under any circumstances including in the event of reduction of the proportionate share of the Allottee/Purchasers in the Land and the Common Portion.

- (f) The Vendors shall be entitled to erect, maintain and/or to permit and/or grant rights to outside/third parties to erect and maintain hoardings, display-signs, communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas etc. on the roofs of the Buildings and/or other areas in the Buildings and/or the Premises without being required to pay any charges for the same to the Unit/Designated Apartment Owners or anyone claiming through them. Neither the Unit/Designated Apartment Owners (including the Allottee/Purchasers) nor the Association nor any other entity shall be entitled to object or to hinder the same in any manner whatsoever.

- (g) The Allottee/Purchasers and/or subsequent transferee and/or subsequent Allottee/Purchasers agrees and undertakes that the Vendors and after formation of the Maintenance Agency/Holding Organisation, such Agency shall be entitled to charge 1% of the consideration amount for each transfer of the every Unit/Designated Apartment in future. However, the transfer charges will not be applicable in case of transfers between Joint Owners, blood relations, partners of the partnership firm (in case Allottee/Purchasers is a partnership firm). It is further noted that the Maintenance Agency/Holding organization can relax the transfer charges in case where it feels there is a sufficient genuine reason for such relaxation.

- (h) The transfer of the said Flat/Unit/Designated Apartment by the Allottee/Purchasers shall not be in any manner inconsistent with this Deed of Conveyance and the covenants contained herein and/or shall run with the said flat and/or subsequent transfer. The person(s) to whom the Allottee/Purchasers may transfer/alienate the said Flat/Unit/Designated Apartment, shall enter into a Deed of Adherence for being bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Allottee/Purchasers by law and/or by virtue of this Deed of Conveyance.
- (i) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, municipal corporation taxes and other taxes etc. relating to the said Flat/Unit/Designated Apartment payable to the Vendors or the Maintenance Agency/Association and the Municipal Corporation are duly paid by the Allottee/Purchasers in full prior to the proposed transfer/alienation by the Allottee/Purchasers. Such dues, if any, shall in any event, run with such proposed transfer.
- (j) At or before entering into these presents the Allottee/Purchasers has made itself/herself/himself aware that the said Unit/Designated Apartment is a part of the residential complex of the said new building and the Allottee/Purchasers agree to maintain the decency of the said **NEW BUILDING** and shall not do any act deed or thing nor permit any act deed or thing to be done which is likely to adversely affect the decency of the said residential complex.
- (k) The Allottee/Purchasers shall make arrangements for obtaining separate electricity meter in his/her name for the said

Unit/Designated Apartment from the concern authorities and the Allottee/Purchasers shall be liable and agree to regularly and punctually make payment of the electricity charges directly to concern authorities.

- (l) The Vendors are entitled to and authorized to sale or use the open space surrounding to the building including user as car parking space save and except common passage.
- (m) The vendors will have the exclusive and unfettered right to exploit the open spaces of the said new building or any other open parts and portions of the said premises vertically or horizontally and the Allottee/Purchasers hereby consent to the same.

VI. AND THE ALLOTTEE/PURCHASERS DOTH HEREBY FURTHER AGREES AND COVENANT WITH THE VENDORS AND EACH ONE OF THEM RESPECTIVELY as follows :-

- i) Until the formation of the Holding Organization/Association/Society which may include a Service Company the Vendors or any person authorized by the Vendors shall continue to provide maintenance and services for the common parts and portions and security of the said new building **SUBJECT HOWEVER** to the Allottee/Purchasers regularly and punctually making payment of the maintenance and service charges to the Vendors more fully and particularly mentioned and described in the **SEVENTH SCHEDULE** hereunder written.
- ii) The Vendors alone shall be entitled and the Allottee/Purchasers hereby authorise the Vendors to form the Holding Organization/ Association/Society and/or service company with such rules

and regulations as the Vendors shall think fit and proper and the Allottee/Purchasers hereby further commits herself/himself/itself to become a member of the said Holding Organization and to abide by the rules and regulations as may be framed from time to time.

- iii) The maintenance charges shall be paid by the Allottee/Purchasers regularly and punctually and in the event of any default on the part of the Allottee/Purchasers in making payment of such maintenance charges the Allottee/Purchasers shall be liable to pay interest at the rate of 18% per annum **PROVIDED HOWEVER** if the said default continues for a period of more than 90 days from due date of payment becoming then and in that event the vendors and/or the Holding Organization/Association / Society service company as the case may be shall :-
- (a) discontinue the use of common services.
 - (b) discontinue the supply of water.
 - (c) prevent use of the lifts and Generators and such services shall not be restored until all the amounts together with interest shall be fully paid and shall be liable to pay such expenses for such disconnection period as well as reconnection charges as may be decided by the Vendors and/or the Holding Organization.
- iv) The amounts, if any, deposited by the Allottee/Purchasers as and by way of Sinking Fund/Development Fund shall continue to remain with the First Vendor until such time the Holding Organization/ Association/Society/Service company takes over

and the said Sinking Fund/Development Fund shall be applied towards the capital expenditures as and when becoming necessary. It being expressly agreed and declared by and between the parties hereto that in no event the Allottee/Purchasers shall be entitled to cause the said Sinking Fund/Development Fund to be adjusted towards arrears of municipal rates taxes and other outgoings including maintenance charges.

- v) The right of the Allottee/Purchasers shall remain restricted to the said Unit/Designated Apartment and in no event the Allottee/Purchasers or any person claiming through him/her/themselves shall be entitled to stretch or expand its claims over and in respect of the other parts of the building AND the Allottee/Purchasers hereby further covenant and assure that he/she/they shall not interfere with the rights of the vendors in selling transferring leasing out or letting out the remaining unsold Unit/Designated Apartments and to carry out repairs renovations and improvements in the said new building.

FIRST SCHEDULE ABOVE REFERRED TO:

DETAILS OF THE LAND

1. **ALL THAT** demarcated piece and parcel of land out of total Land measuring about 7.25 acres being part land in L. R. Dag No. 187 & L. R. Khatian No. 1449 and 1450 in J.L. No. 34 Mouza Jagat Berh, Ward No. 16, Municipal Premises No. 320, Vivekananda College Road, Burdwan within the limit of Burdwan Municipality Police Station and District Burdwan.

ON THE NORTH : Road

ON THE SOUTH : Road

ON THE EAST : Vivekananda College
ON THE WEST : Buildings

2. Out of the above in a demarcated portion of 2 Acres of _____ Blocks of the Building duly constructed and completed and possession to various Flat Owners were delivered.
3. It is clarified that Three Blocks of the Building has been fully completed and occupied in a portion of the said premises commonly known as Block No. 4, 5 and 6 and Burdwan Municipality duly issued Completion Certified vide Memo No. 510/E/XII-6 dated 12.10.2018 for Block Nos. 4, 5 and 6 and thus these three Blocks are not part of this Agreement.
4. The construction work of the Block Nos. 1, 2 and 3 and Club House being Block No. 9 is in progress. The Club House as and when completed will be for the use of entire complex including the Allotted/Owners and occupiers of Block 4, 5 and 6 also who also entitled to utilize all the common services and facilities of the entire complex. The work of construction of Block No. 7 and 8 will be taken up later on and date of possession will be notified after commencement of the work.

SECOND SCHEDULE ABOVE REFERRED TO:

THE SAID DESIGNATED APARTMENT : ALL THAT the Apartment being Unit/Designated Apartment No. _____ containing a carpet area of _____ Square Feet more or less along with balcony with a carpet area of _____ Square Feet more or less and a total built-up area of Unit/Designated Apartment (including Balcony) of _____ Square Feet more or less on the _____ floor of the Tower ___ of the Project at the said land.

PARKING : _____

OPEN TERRACE : _____

THIRD SCHEDULE ABOVE REFERRED TO:

(Floor Plan of the Apartment)

FOURTH SCHEDULE ABOVE REFERRED TO:

[Specifications, Amenities, Facilities (which are part of the Project)]

Common Portions

(Common Areas and installations in respect whereof only right of use in common shall be granted)

- a) The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
- b) Drains and sewers from the premises to the Municipal Duct.
- c) Water sewerage and drainage connection pipes from the Flats to drains and sewers common to the premises.
- d) Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.

- e) The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
- f) Boundary walls of the premises including outer side of the walls of the building and main gates.
- g) Fire pump and motor with installation.
- h) Tube well water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
- i) 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 Flat) and spaces required therefore.
- j) Windows/doors/grills and other fittings of the common area of the premises.
- k) Generator its installations and its allied accessories.
- l) Lifts and their accessories installations and spaces required therefore.
- m) Such other common parts areas equipments installations fixtures and 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 Flats as are necessary.

Common Amenities

- a) Landscaped Garden
- b) CommUnit/Designated Apartmenty Hall
- c) Club House
- d) Gym / Health Club
- e) Children play Area
- f) Walk Way in Open Space
- g) Well-Lit-Roads
- h) Block wise 2 Automatic Lift
- i) Surveillance System
- j) Swimming Pool
- k) 24 Hours Security
- l) Back-up-Generator as mention
- m) Fire Fighting System

FIFTH SCHEDULE ABOVE REFERRED TO:
(The Common Easements)

The Allottee/Purchasers and other Co-owners shall allow each other the following rights, easements, quasi-easements, privileges and/or appurtenances :

1. The right of ingress to and egress from the said Unit/Designated

Apartment/Flat over the common passages and other Common Areas;

2. The right of passage of wires, cables and other equipments of utilities including connections for water electricity and Telephone, through each and every portion of the proposed Building/s including the Flat/s;
3. Right of support, shelter and protection of each portion of the proposed Building/s by other and/or others thereof.
4. The right of user over the Common Parts subject to the terms and conditions herein contained.
5. Such rights supports easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the Unit/Designated Apartment/Flat or necessary for the use and/or enjoyment thereof subject however to the Common Rules; and
6. The right to enter or have access with or without workmen and necessary materials to enter into any part of the proposed Building/s including the Unit/Designated Apartment/Flat for repairs or others reasonable works for Common Parts or other Unit/Designated Apartment(s)/Flat(s) and/or their appurtenances and/or utilities upon giving 48 hours' previous notice in writing to the Co-Owners of the Unit/Designated Apartment(s)/Flat(s) affected thereby provided that such notice will not be required in case of emergency and/or urgent circumstances.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(Covenants and Restrictions)

1. Not to physically sub-divide the said Unit/Designated Apartment.
2. Not to do any act, deed or thing or obstruct the construction and completion of the said building in any manner whatsoever notwithstanding any temporary obstruction in the Allottee/Purchasers' enjoyment of the said Unit/Designated Apartment.
3. Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said Unit/Designated Apartment or in the compound or any portion of the said building excepting in the spaces for garbage to be provided in the ground floor of the said building.
4. Not to store or bring and allow to be stored and brought in the said Unit/Designated Apartment any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the said building or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner.
5. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the said building or any part thereof.
6. Not to fix or install air-conditioners in the said Unit/Designated Apartment save and except at the places which have been provided in the said Unit/Designated Apartment for such installation.

7. Not to do or cause anything to be done in or around the said Unit/Designated Apartment which may cause or intend to cause or tantamount to cause or affect any damage to any flooring or ceiling of the said Unit/Designated Apartment or adjacent to the said Unit/Designated Apartment or in any manner interfere with the use and right and enjoyment of any open passage or amenities available for common use.
8. Not to damage or demolish or cause to be damaged or demolished the said Unit/Designated Apartment or the fittings and fixtures thereto or any part thereof at any time.
9. Not to close or permit the closing the verandahs or lounges or balconies and lobbies and common parts and portions and also not to alter or permit any alteration in the elevation and outside color scheme of the exposed walls of the verandahs, lounges or any external walls or the facade of external doors and window, including grill of the said Unit/Designated Apartment which in the opinion of the Vendors have any affect the elevation in respect of the exterior walls of the said new building.
10. Not to do nor permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Unit/Designated Apartment or any part of the said building or cause increased premium to be payable in respect thereof if the said building is insured.
11. Not to make in the said Unit/Designated Apartment structural addition and/or alteration such as beams, columns, partition walls, etc. except with the prior approval in writing of the Vendors with the sanctioned of the concerned authorities.

12. The Allottee/Purchaser/s shall not fix or install any antenna on the roof or terrace of the said building.
13. Not to use the said Unit/Designated Apartment or permit the same to be used for any purposes whatsoever other than residential purposes and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighbouring premises or for any illegal or immoral purposes or as a Board House, Guest House, Club House, Nursing Home, Amusement or entertainment Centre, Eating or catering place, Dispensary or a meeting place or for any industrial activities whatsoever. Similarly shall not keep in the parking space anything other than private motor car or motor cycle and shall not raise or put up any kutcha or pucca construction thereon or on any part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles of the car parking space shall not be allowed.
14. Not to use the parking space or permit the same to be used for any purpose whatsoever other than parking car.
15. Not to park any car on the pathway or open spaces of the said building or at any other place except the space allocated to him, if any.
16. Not to park cars either in the Car parking Spaces or in any other places in such way to obstruct the movement of other cars.

17. No name writing, drawing sign board plate or placard of any kind shall be put on in any window on the exterior of the said Unit/Designated Apartment so as to be visible from outside the said Unit/Designated Apartment.
18. No cloths or other articles shall be hung or exposed outside the said Unit/Designated Apartment nor there shall be any exhibition of ugly or objectionable articles that might be visible from outside. No mat or any other articles shall be taken out of the windows of the said Unit/Designated Apartment. In the event of such cloths, articles or things being hung or exposed the Society/Maintenance organisation shall have right to pull out or remove such clothes, articles and things and all costs, charges and expenses incurred in respect thereof shall be paid borne and discharged by the Allottee/Purchaser/s.
19. No animals or pets which may cause annoyance to any other Owners/occupiers of the other Unit/Designated Apartment in the said building shall be kept in the said Unit/Designated Apartment.
20. The Project contains open and covered parking spaces as per sanctioned plans ("Car Parking Areas"). In addition, the Project also contain open spaces which are not forming part of the amenities and facilities mentioned in FOURTH SCHEDULE and which can be used for parking "Open Parking Areas". For a regulated and disciplined use of these spaces, the Promoter has reserved rights to allot parking rights in these Open Parking Areas exclusively to the Allottees who need the same and apply for the same with preference being given by the Promoter to those Allottees who do not otherwise have parking space in the Project. The Allottee agrees and undertakes not to raise any

dispute or objection in respect of allotment of parking made by the Promoter in respect of the Open Parking Areas to any other allottee nor to disturb the use of the allotted parking space by the concerned allottee.

21. The Promoter duly explain and Allottee understand that as per law the extra F.A.R. is permissible apart from sanction plan and the allottee hereby grant consent and appoint the promoter as his/her/its authorized attorney to grant and sign all the paper and documents which may be necessary to obtain, modified or renewed Building Sanction Plan with extra available F.A.R. or comply with Green Building or other norms and authorized the promoter to make additional floors/addition or alteration in the Project with change in location of size and place of the Clubs, Lawn, Car Parking Space and amenities provided however, the carpet area of that Designated Apartment and Floor allotted to the allottee will remain unchanged.
22. The Allottee acknowledges and confirms that the Promoter shall have the exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by Burdwan and upon complying with the applicable provisions of the Act and/or Rules.
23. Upon construction of the Buildings the Promoter shall finally identify and demarcate portions of the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas.
24. In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the

Maintenance In-Charge, the Allottee shall not be entitled to let out, transfer or part with possession of the said Unit/Designated Apartment till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the Maintenance In-Charge, as applicable.

25. The Promoter shall have the right to grant to any person the exclusive right to park motor cars and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the buildings at the said Premises and also the covered spaces in the Buildings (including car parking spaces but not the one expressly provided for to the Allottee under this Agreement) in such manner as the Promoter shall in its absolute discretion think fit and proper.
26. The Owners/Promoter would convey proportionate undivided indivisible share in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise requires such sale to be carried out in favour of the Association, then such sale shall be carried out in favour of the Association, to which the Allottee hereby agrees.
27. Save the said Unit/Designated Apartment the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other Unit/Designated Apartments and spaces or constructed areas or car parking spaces at the said Premises and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter in its absolute discretion shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or

raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter and/or the Owners exclusively.

28. The Promoter may in its absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the owners/occupiers of any other property adjoining / contiguous to the said Premises thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities in the said Premises in lieu/exchange of such owners/occupiers of the such adjoining/contiguous property granting similar right of user and enjoyment to the Unit/Designated Apartment-owners/occupiers of the said Premises of the Common Areas Installations and Facilities comprised in such adjoining/contiguous property.
29. The ownership and enjoyment of the Designated Apartment by the Allottee shall be Subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules as stipulated hereto.
30. The Allottee shall be and remain responsible for and indemnify the Owner and the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Premises or any other part of the New Building/s or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owner and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owner and the Promoter as a result of any act omission or negligence of the Allottee or the servants agents

licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

31. In case any mechanical parking system is installed at any place in the said Premises, the same shall be managed maintained and upkept by and at the costs and expenses of the allottee thereof.

THE SEVENTH SCHEDULE ABOVE REFERRED TO
(The Common Expenses)

1. The expenses of maintaining repairing, re-decorating etc. of the building gutters and rain water pipes of the building, tube well, if any water pipes sanitary pipes gas pipes and electric pipes wires and installations including T.V. Antenna in under or upon the building and enjoyed or used by the Allottee/Purchaser/s in common with the Vendors and other occupiers/owners and the main entrances passages landings and staircases of the building as enjoyed by the Allottee/Purchaser/s or used by the Allottee/Purchaser/s in common as aforesaid and the boundary walls of the premises and its compounds etc.
2. The costs of cleaning and lighting the passages landings, staircases and other parts of the building as enjoyed or used by the Allottee/Purchaser/s in common as aforesaid.
3. The costs of decorating the exterior of the building.
4. The costs of the salaries of caretakers, clerks, bills, collectors, chowkidar, sweepers, Mallis, Mistries etc.

5. The costs of working and maintenance of lights, generator and common lights.
6. The costs of working and maintenance of pump, tube-well equipments, intercoms installations, gas installations, T.V. Antenna etc.
7. Municipal and other taxes and/or outgoings.
8. Insurance of the said building and installations like lift, pump, tube-well against all types of risks.
9. Capital or recurring expenditure for replacement of all or any item comprised in the general common parts and portion and common facilities.
10. Capital or recurring expenditure of replacement and/or repair of such common utilities such as overhead tank, tube-well, pump motor and other equipments whatsoever which are or may be installed or situated in any portion of the said building.
11. Such other expenses as are deemed necessary for and incidental for the maintenance and up-keep of the said building and/or the common parts and portions.
12. The Allottee/Purchaser/s will pay the maintenance charges on the area as mentioned in the Indenture together with proportionate maintenance charges for common areas with effect from the date of issue of Notice of possession letter in favour of the Allottee/Purchaser/s and the bill for maintenance charges for each and every month shall be paid by the

Allottee/Purchaser/s without making any objection in respect thereof.

EIGHTH SCHEDULE ABOVE REFERRED TO

- A. One B. N. Samanta & Co. and its partners were recorded as Owners in the R.S. Records of Right as well as in L. R. Records of Right having an area of 7.40 Acres hereinafter referred to as the said Property.
- B. By a registered Deed of Conveyance dated 31st day of May, 2011 and made by and between Basanta Kumar Samanta & Ors. therein referred to as the Vendors of the First Part and Abhilasha Heights Private Limited & Anr. therein referred to as the Allottee/Purchaser of the Second Part and Subinoy Karfa therein referred to as the Confirming Party of the Third Part and registered at the Office of Additional Registrar of Assurances III Kolkata in Book No. I, Volume No. 2, Pages 7221 to 7292 being No. 00987 for the year 2011, the Vendors therein for the Consideration and on the terms mention therein duly sold conveyed to the Allottee/Purchaser therein All That divided and demarcated 60.723% of land out of 7.40 Acres i.e., equivalent to 4.4935 Acres of the Said Property.
- C. By a registered Deed of Conveyance dated 2nd June, 2011 and made by and between Swarnalata Karfa & Ors. therein referred to as the Vendors of the First Part and Abhilasha Heights Private Limited & Anr. therein referred to as the Allottee/Purchaser of the Second Part and Subinoy Karfa therein referred to as the Confirming Party of the Third Part and registered at the office of the Additional District Sub Registrar Burdwan in Book No. I, C.D. Volume No. 13, Pages 5023 to 5077 being No. 04348 for the year 2011 the Vendors therein

for the Consideration and on the terms mention therein duly sold conveyed to the Allottee/Purchaser therein All That divided and demarcated 0.690% of the land out of 7.40 Acres i.e. equivalent to 0.0511 Acres of the Said Property.

- D. By registered Agreement for Sale dated 11.3.2008 made by and between Subinoy Karfa therein referred to as the Allottee/Purchaser of the One Part and Brojonath Samanta & Co. and its partner Sri Ekkari Karfa therein referred to as the Vendors of the Other Part and registered at the office of Additional District Sub Registrar Burdwan in Book No. I, C.D. Volume No. 6, Pages 318 to 327, being No. 01672 for the year 2009 the vendors therein for the consideration and on the terms mentioned therein duly sold and conveyed to the Allottee/Purchaser therein All That divided and demarcated 2.610% of land out of 7.40 Acres i.e., equivalent to 0.1931 Acres or 19.31 Satak of the Said Property.
- E. By registered Deed of Conveyance dated 2nd June, 2011 and made by and between Brojonath Samanta & Co. and its partner Sri Ekkari Karfa therein referred to as the Vendors of the First Part and Abhilasha Heights Private Limited & Anr. therein referred to as the Allottee/Purchasers of the Second Part and Subinoy Karfa therein referred to as the Confirming Party of the Third Part and registered at the office of Additional District Sub Registrar Burdwan in Book No. I, Volume No. 14, Pages 1 to 58, Being No. 04349 for the year 2011, the Vendors therein for the Consideration and on the terms mention therein duly sold conveyed to the Allottee/Purchasers therein All That divided and demarcated 2.610% of land out of 7.40 Acres i.e., equivalent to 0.1931 Acres or 19.31 Satak of the Said Property.

- F. By registered Deed of Conveyance dated 11th June, 2011 and made by and between Sumit Kumar Samanta & Ors. therein referred to as the Vendors of the First Part and Abhilasha Heights Private Limited & Anr. therein referred to as the Allottee/Purchasers of the Second Part and Subinoy Karfa therein referred to as the Confirming Party of the Third Part and registered at the office of Additional Registrar of Assurances III Kolkata in Book No. I, Volume No. 2, Pages 8816 to 8871, Being No. 01083 for the year 2011, the Vendors therein for the Consideration and on the terms mention therein duly sold conveyed to the Allottee/Purchasers therein All That divided and demarcated 12.844% of land out of 7.40 Acres i.e., equivalent to 0.9505 Acres of the Said Property.
- G. By registered Deed of Conveyance dated 11th June, 2011 and made by and between Siddhartha Samanta & Ors. therein referred to as the Vendors of the First Part and Abhilasha Heights Private Limited & Anr. therein referred to as the Allottee/Purchasers of the Second Part and Subinoy Karfa therein referred to as the Confirming Party of the Third Part and Bhakti Samanta therein referred to as the another Confirming Party of the Fourth Part and registered at the office of Additional Registrar of Assurances III Kolkata in Book No. I, Volume No. 2, Pages 8759 to 8815, Being No. 01085 for the year 2011, the Vendors therein for the Consideration and on the terms mention therein duly sold conveyed to the Allottee/Purchasers therein All That divided and demarcated 8.333% of land out of 7.40 Acres i.e., equivalent to 0.6166 Acres of the Said Property.
- H. By registered Deed of Conveyance dated 2nd July, 2011 and made by and between Kali Sankar Karfa & Ors. therein referred to as the Vendors of the First Part and Abhilasha Heights

Private Limited & Anr. therein referred to as the Allottee/Purchasers of the Second Part and Subinoy Karfa therein referred to as the Confirming Party of the Third Part and registered at the office of Additional Registrar of Assurances III Kolkata in Book No. I, C. D. Volume No. 3, Pages 2252 to 2306, Being No. 1236 for the year 2011, the Vendors therein for the Consideration and on the terms mention therein duly sold conveyed to the Allottee/Purchasers therein All That divided and demarcated 8.590% of land out of 7.40 Acres i.e., equivalent to 0.6357 Acres of the Said Property.

- I. By a registered Deed of Conveyance dated 24th July, 2011 and made by and between Sailendra Kumar Roy & Ors. therein referred to as the Vendors of the First Part and Abhilasha Heights Private Limited & Anr. therein referred to as the Allottee/Purchasers of the Second Part and Subinoy Karfa therein referred to as the Confirming Party of the Third Part and registered at the Office of Additional Registrar of Assurances III Kolkata in Book No. I, C. D. Volume No.3, Pages 4684 to 4741 being No. 01425 for the year, 2011, the Vendors therein for the consideration and on the terms mention therein duly sold conveyed to the Allottee/Purchasers therein All That divided and demarcated 4.300% of land out of 7.40 Acres i.e., equivalent to 0.3182 Acres of the said Property.

- J. By virtue of the aforesaid Deed of Conveyance the Allottee/Purchasers namely **(1) M/S. ABHILASHA HEIGHTS PRIVATE LIMITED AND (2) M/S. AARTI HIGHRISE PRIVATE LIMITED** became the absolute Owners of the said Property included the land morefully described in the **PARAGRAPH 24** hereinabove written.

- K. After Purchase the said ABHILASHA HEIGHTS PRIVATE LIMITED AND AARTI HIGHRISE PRIVATE LIMITED have their name mutated in the record of B.L. & L.R.O. each having separate Khatian Number and each having 3.625 Acres recorded in their names aggregating to 7.25 Acres morefully and particularly described in the First Schedule hereunder written and hereinafter referred to as the said entire premises. Both the said owners have also mutated their name with the Burdwan Municipality.
- L. By a registered Development/Joint Venture Agreement dated 9th January, 2015 made by and between **M/S. AARTI HIGHRISE PRIVATE LIMITED** therein referred as the Promoter/Co-Owner of the First Part and **M/S. ABHILASHA HEIGHTS PRIVATE LIMITED** therein referred to as the Co-Owner of the Second Part and registered at the office of Additional registrar of Assurance III, Kolkata, in Book No. I, C.D. Volume No. 1, Pages 1339 to 1377, being No. 00085 for the year 2015 the parties jointly agrees to developed the said demarcated 5.25 Acres of land which was initially stage on the terms and condition as recorded therein. However, although the said Development Agreement provide allocation of the area but both the parties agreed in superseding the area allotment the sale will be made jointly and after meeting all the expenditure of the Project at a later stage the profit will be share equally.
- M. By a modified Development/Joint Venture Agreement dated 27th August, 2018 and made by and between **M/S. ABHILASHA HEIGHTS PRIVATE LIMITED** therein referred to as the Co-owner of the First Part and **M/S. AARTI HIGHRISE PRIVATE LIMITED** therein referred to as the Promoter/ Co-owner of the

Second Part and registered at the Office at the Additional District Sub-Registrar Office, Burdwan in Book No. I, Volume No. 0203-2018, Pages No. 123889 to 123922, Being No. 020307130 for the year 2018, the owners and Promoter modified the terms and condition of the earlier Development Agreement and decided that the Project as sanctioned entire 7.25 Acres will be implement with joint sale.

- N. The Co-Owner also registered a General Power of Attorney dated 27th August, 2018 in favour of the Promoter to do all the acts as required from time to time in terms of the said Development Agreement. The said General of Power of Attorney is registered at the Office at the Additional District Sub-Registrar Office, Burdwan in Book No. I, Volume No. 0203-2018, Pages No. 123923 to 123939, Being No. 020307146 for the year 2018, the owners and Promoter modified the terms and condition of the earlier Development Agreement and decided that the Project as sanctioned entire 7.25 Acres will be implement with joint sale.
- O. The plans for construction of the said Buildings has been sanctioned by the Burdwan Municipality vide Building Permit No. 1317 dated 25.11.2016 and as modified on _____
- P. Out of the above in a demarcated portion of 2 Acres of _____ Blocks of the Building duly constructed and completed and possession to various Flat Owners were delivered.
- Q. It is clarified that Three Blocks of the Building has been fully completed and occupied in a portion of the said premises commonly known as Block No. 4, 5 and 6 and Burdwan

Municipality duly issued Completion Certified vide Memo No. 510/E/XII-6 dated 12.10.2018 for Block Nos. 4, 5 and 6 and thus these three Blocks are not part of this Agreement.

- R. The construction work of the Block Nos. 1, 2 and 3 and Club House being Block No. 9 is in progress. The Club House as and when completed will be for the use of entire complex including the Allotted/Owners and occupiers of Block 4, 5 and 6 also who also entitled to utilize all the common services and facilities of the entire complex. The work of construction of Block No. 7 and 8 will be taken up later on and date of possession will be notified after commencement of the work.

NINETH SCHEDULE ABOVE REFERRED TO:
(HOUSE RULES)

HOUSE RULES : The Allottee binds himself and covenants to abide by the following rules, regulations and restrictions (“House Rules”):

1. To use the Said Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Said Apartment or any activity which may cause nuisance or annoyance to the Co-owners.
2. That unless the right of parking is expressly granted and mentioned in Clause 2 of the Schedule A hereinabove written (“Parking Facility”), the Allottee shall not park any motor car, tow wheeler or any other vehicle at any place in the said Land

(including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever.

3. In case the Allottee has applied for and granted parking space, the facility of such parking shall be subject to the following conditions:-

- i) The Allottee shall pay the Parking Facility Maintenance Charges punctually and without any delay default.
- ii) The Allottee shall not park any motor car, two wheeler or any other vehicle at any other place in the said Project (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever;
- iii) The Allottee shall use the Parking Facility, only for the purposes of parking of his medium sized motor car that could comfortably fit in the allotted parking spaces and/or two wheeler as the case may be.
- iv) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep or servants, drivers or any person whatsoever.
- v) The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
- vi) The Allottee shall not grant transfer let out or part with the Parking Facility independent of the Said Apartment nor vice versa, with the only exception being that the

Allottee may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.

- vii) This right to use car parking space does not confer any right of ownership of the space on which such parking facility is provided.
- viii) In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Parking Facility at the space earmarked for the Allottee is not permissible, then the Allottee shall neither hold the Promoter and/or the Owner liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owner.
- ix) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Parking Facility.
- x) Any use of the Mechanical Parking System by the allottee Co-owners shall be subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and further that the Promoter and the Maintenance-in-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System.

4. In case the facilities pertaining to Play Area, gym and Plunge pool as if available and provided the Allottee binds himself and agrees as follows : -

- i) The said facilities may be used by the Allottee and its family members residing at the said Apartment in common with other persons who may be permitted by the Maintenance-in-Charge. In case any visitor or guest of the Allottee desires to avail the such facilities, the Allottee shall obtain a written consent from the Maintenance In-Charge who shall be at liberty to refuse the same or to levy such charges and/or conditions in respect of the same as the Maintenance In-charge may deem fit and proper.
- ii) The Allottee shall comply with all rules and regulations as framed by the Maintenance In-Charge for proper management and use thereof. It is expressly agreed and clarified that the use of the said facilities shall be done by the Allottee using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure and appoint agencies specializing in the relevant tasks. The Allottee shall not hold the Promoter liable in any manner for any accident or damage while enjoying any such facilities by the Allottee or his family members or any other person. In particular and without prejudice to the generality of the foregoing provisions, the Allottee shall also be liable to pay the separate additional charges as prescribed by the Promoter or the Maintenance In-Charge from time to time for use of the CommUnit/Designated Apartmenty Hall for hosting his private functions or ceremonies, if permitted by the

Promoter or the Maintenance In-Charge in writing and the Promoter or the Maintenance In-Charge shall be at liberty to refuse the same without assigning any reason thereof.

5. The use of the Common Areas including but not limited to the recreation Facility shall be done by the Allottee using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas (including the Club Facility) and appoint agencies for maintenance of the same. The Allottee shall not hold the Owners or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any recreation other Facilities by the Allottee or his family members or any other persons. In doing and carrying out the said fit out works, the Allottee shall be obliged to adhere to the following :
6. Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation or water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
7. Not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
8. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Said Apartment

PROVIDED HOWEVER THAT nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main gate of his Apartment. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the said Apartment save that the Allottee shall have the right install window/split air-conditioners at the place/s provided therefor in the said Apartment.

9. To apply for and obtain at his own costs separate assessment and mutation of the said Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
10. Not to partition or sub-divide the said Apartment nor to commit or permit to be committed any form of alteration or changes in the said Apartment or in the beams, columns, pillars of the Said Buildings passing through the said Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Unit/Designated Apartments in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Said Building or any part thereof.
11. Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the flat which in the opinion of the Promoter

or the Association differs from the colour scheme of the buildings or deviation of which in the opinion of the Promoter or the Association may affect the elevation in respect of the exterior walls of the buildings.

12. In case any Open Terrace be attached to any apartment then the same shall be a right appurtenant to such apartment and the right of use and enjoyment thereof shall always travel with such Apartment and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto.
 - i) The Allottee thereof shall not be entitled to sell convey transfer or assign such Open Terrace independently (i.e. independent of the Apartment owned by such Allottee in the said buildings).
 - ii) The Allottee thereof shall not make construction of any nature whatsoever (be it temporary or permanent) on such Open Terrace nor cover the same in any manner, including Shamianas etc.
 - iii) The Allottee thereof shall not install a tower or antenna of a mobile phone company or display hoardings or placards.
 - iv) Not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.

13. Not to use the ultimate roof of the Buildings or the Common Areas for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Co-owners.
14. Not to install or keep or operate any generator in the Said Apartment or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the said Apartment is situate or in any other common areas of the Said Building or the said Land save the battery operated inverter inside the said Apartment.
15. Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.
16. To keep their respective Unit/Designated Apartments and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Apartment in the Buildings in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Unit/Designated Apartments/parts of the Buildings and not to do or cause to be done anything in or around their respective Unit/Designated Apartments which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective Unit/Designated Apartments. In particulars and without prejudice to the generality to the foregoing, the Co-owners shall not make any form of alteration in the beams and columns passing through their respective Unit/Designated Apartments or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

17. Not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his Agents to sleep or squat in the common passage/lobby/terrace/ corridors/loft room/garden etc.
18. No bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
19. To allow the Maintenance In-Charge and its authorised representatives with or without workmen to enter into and upon the said Apartment at all reasonable times for construction and completion of the Said Buildings and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the said Apartment within seven days of giving of a notice in writing by the Maintenance In-Charge to the Allottee thereabout.
20. To use the Common Areas only to the extent required for ingress to and egress from the said Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Owner and the Promoter and all other persons entitled thereto.
21. To install fire fighting and sensing system gadgets and equipments as required under law and shall keep the said Apartment free from all hazards relating to fire.
22. To keep the said Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections

fittings and installations, entrance and main entrance serving any other Unit/Designated Apartment in the Project in good and substantial repair and conditions so as to support shelter and protect the other Unit/Designated Apartments/parts of the Said Buildings and not to do or cause to be done anything in or around the said Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Said Apartment.

23. Not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Unit/Designated Apartment or any part of the Said Building or may cause any increase in the premia payable in respect thereof.
24. Not to commit or permit to be committed any alteration or changes in, or draw from outside the Said Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the said Apartment and any other Unit/Designated Apartment in or portion of the Project.
25. To co-operate with the Maintenance In-Charge in the management maintenance control and administration of the Project and the said Land and other Common Purposes.
26. Keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any

rubbish or refuse or waster therein or in the Common Areas and the said Land.

27. To maintain at his own costs, the said Apartment and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Burdwan Municipality, WBSEE, Fire Service Authorities, Pollution Control Authority and/or any statutory authority and/or local body with regard to the user and maintenance of the said Apartment as well as the user operation and maintenance of lifts, generators tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
28. Not to alter the outer elevation or façade or colour scheme of the Said Buildings (including grills, verandahs, lounges, external doors and windows etc.) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned Unit/Designated Apartment(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other things on the exterior of the Said Building otherwise than in the manner agreed by the Maintenance In-Charge in writing or in the manner as near as may be in which it was previously decorated.
29. Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.

30. Not to slaughter or kill any animal in any area (including common areas/parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
31. Not to make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony/terraces etc., nor cover the same in any manner, including Shamianasetc.
32. Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
33. Not to use the said Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.
34. To allow and permit the Promoter the following rights and authorities : -
 - i) The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the Owners, suppliers and providers of facilities including but not limited to setting upn telecom, data transmission, television, internet, transfomer, compactor and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services therefrom by the Owners/suppliers/service provider) against applicable charges and terms and conditions therefor. The Promoter shall be

entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring, charges etc., is receivable from any such Owners/ suppliers/providers then any surplus arising upon excluding all costs, charges, and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.

35. The Allottee binds himself and covenants to bear and pay and discharge the following expenses and outgoings : -

- i) Property tax and/or Municipal rates and taxes and water tax, (if any), assessed on or in respect of the said Apartment and Appurtenances directly to the Burdwan Municipality and any other appropriate authority Provided That so long as the Said Apartment is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance In-Charge the proportionate share of all such rates and taxes assessed on the said Land.
- ii) All other taxes land revenues, impositions levies cess and outgoings, betterment fees development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the said Apartment or the Appurtenances or the Building or the said Land and

whether demanded from or payable by the Allottee or the Maintenance In-Charge and the same shall be paid by the Allottee wholly in case the same relates to the Said Apartment and/or the Appurtenances and proportionately in case the same relates to the Building or the said Land or any part thereof.

- iii) Electricity charges for electricity consumed in or relating to the Said Apartment and the Appurtenances (including any applicable minimum charges and proportionate share of transmission loss) and until a separate electric meters are obtained by the Co-owners for their respective Unit/Designated Apartments, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective Unit/Designated Apartments from their own existing sources and the Co-owners shall pay electricity charges to the Maintenance In-Charge based on the reading shown in the sub-meter provided for their respective Unit/Designated Apartments at the rate at which the Maintenance In-Charge shall be liable to pay the same to the concerned service provider.

- iv) Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Said Apartment and the Appurtenances against demands made by the concerned authorities and/or the Maintenance In-Charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Said Apartment and/or the Appurtenances, wholly and if in common with the other Co-owners,

proportionately to the Maintenance In-Charge or the appropriate authorities as the case may be.

- v) Proportionate share of all Common Expenses to the Maintenance In-Charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-Charge, recurring monthly maintenance charges calculated @ Rs.5/- (Rupees Five) only per Square foot per month of the carpet area of the Said Apartment and balcony/verandah/ open terrace. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-Charge at its sole and absolute discretion after taking into consideration the common services provided.

- vi) Proportionate share of the operation, fuel and maintenance cost of the generator, charges for enjoying and/or availing power equivalent to 1 (one) watt per Square Feet of built-up area of the respective Unit/Designated Apartments from the common Generator installed/to be installed and the same shall be payable to the Maintenance In-Charge at such rate as may prescribed from time to time (which is intended to take into account both fixed and variable costs, including diesel, consumables, and other stores, AMCs etc.); And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective Unit/Designated Apartments, wholly and if in common with the other Co-owners, proportionately to the Promoter the appropriate authorities as the case may be.

- vii) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- 35.1 All payments to be made by the Allottee shall, in case the same be monthly payments, be made to the Maintenance In-Charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-Charge leaving its bill for the same at the above address of the Allottee or in the letter box earmarked for the Said Apartment Provided That any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof and the Allottee shall bear and pay the same accordingly and without any delay, demur or default.
- 35.2 The liability of the Allottee to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Allottee to take possession.
- 35.3 In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance In-Charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-Charge, shall be entitled to withhold and stop all utilities and facilities (including

electricity, lifts, generators, water, etc.) to the Allottee and his employees customers agents tenants or licensees and/or the Said Apartment.

35.4 The Allottee shall be and remain responsible for and to indemnify the Owners, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Buildings at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and/or the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfilment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

35.5 The amount mentioned in clause 35(v) above does not include any payment or contribution towards the major repair, replacement, reinstatement etc., of the Common Areas and Installations and the Allottee shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance In-Charge from time to time. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is above to use all or any of the Common Areas and Installations and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee.

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hand and seals on the day, month and year first above written.

SIGNED SEALED AND DELIVERED by the **OWNERS/VENDORS** at Kolkata in the presence of :

Authorised Signatory

SIGNED SEALED AND DELIVERED by the **ALLOTTEE/PURCHASERS** at Kolkata in the presence of :

As per Xerox copy of the document supplied by the parties and believing upon the documents and as per instruction of Allottee/Purchaser the document have been drafted and prepared at my Office.

Awani Kumar Roy
Advocate
WB/1927/1978

Typed by :

Sanjeeb Kumar Behera

MEMO

RECEIVED of and from the withinnamed
Allottee/Purchasers the within mentioned sum
of **Rs...../-** (Rupees
.....) only being
the full consideration money as per memo
below:-

Rs./-

MEMO OF CONSIDERATION

Rs.

Rs.

Rupees

WITNESSES :

1.

2.

@@@@@@@@@@@@@@@@@@@@
DATED THIS DAY OF , 2018
@@@@@@@@@@@@@@@@@@@@

B E T W E E N

M/S. AARTI HIGHRISE PVT. LTD.

... CO-OWNER/PROMOTER

AND

M/S. ABHILASHA HEIGHTS PVT. LTD.

...CO-OWNER/CONFIRMING PARTY

A N D

.....
.....
.....

... ALLOTTEE/PURCHASER

SALE DEED IN RESPECT OF
UNIT/DESIGNATED APARTMENT NO.
.... ON FLOOR IN BLOCK NO.

MR. AWANI KUMAR ROY,

Advocate,
10, Kiran Shankar Roy Road,
First Floor, Kolkata 700001.