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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AA 203491

Q-1358984/18

*Certified that the Endorsement Sheet's and the Signature Sheet's attached to this document are part of the Document!*

Additional District Sub-Registrar  
BURDWAN

27 AUG 2018

**DEVELOPMENT/JOINT VENTURE AGREEMENT**

**THIS MODIFIED DEVELOPMENT/JOINT VENTURE AGREEMENT** made on this 27<sup>th</sup> day of August, 2018

**BETWEEN ABHILASHA HEIGHTS PRIVATE LIMITED** (PAN AAICA9682P), a company incorporated under the Companies Act 1956 and having its registered office at 9A, Lord Sinha Road, Kolkata - 700 071, represented by its Director **SRI MANISH KUMAR SHARMA (PAN ARKPS6486P)**, son of Sri Mahesh Kumar Sharma, Citizen - Indian, working for gain at 9A, Lord Sinha Road, Kolkata - 700 071, hereinafter referred to as the **CO-OWNER** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successor-in-interest and assigns) of the **SECOND PART AND AARTI HIGHRISE PRIVATE LIMITED** (PAN AAICA9681Q), a company incorporated under the Companies Act 1956 and having its registered office at 9A, Lord Sinha Road, Kolkata - 700 071, represented by its Director **SRI MAHESH KUMAR SHARMA (PAN ALBPS2444Q)**, son of Late Satya Narayan Sharma, Citizen - Indian, working for gain at 9A, Lord Sinha Road, Kolkata - 700 071, hereinafter referred to as the **DEVELOPER/CO-OWNER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successor-in-interest and assigns) of the **SECOND PART**.

**WHEREAS :**

- 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.
- B. By a registered Deed of Conveyance dated 31<sup>st</sup> day of May, 2011 and made by and between Basanta Kumar Samanta & Ors. therein collectively referred to as the Vendors of the First Part and Abhilasha Heights Private Limited & Anr. therein jointly referred to as the 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, CD 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 Purchaser therein All That divided and demarcated 60.723% of land out of 7.40 Acres i.e., equivalent to 4.4935 Acres morefully and particularly described in the Schedule mentioned therein.

- C. By a registered Deed of Conveyance dated 2<sup>nd</sup> June, 2011 and made by and between Swarnalata Karfa & Ors. therein collectively referred to as the Vendors of the First Part and Abhilasha Heights Private Limited & Anr. therein jointly referred to as the 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 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 Purchaser therein All That divided and demarcated 0.690% of the land out of 7.40 Acres i.e. equivalent to 0.0511 Acres morefully and particularly described in the Schedule mentioned therein.
- D. By registered Agreement for Sale dated 11.3.2008 made by and between Subinoy Karfa therein referred to as the Purchaser of the One Part and Brojonath Samanta & Co. (Rice Mill) presently known as M/s. Jagat Berh Rice Mill and its partner Sri Ekkari Karfa therein jointly 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 vendor therein for the consideration and on the terms mentioned therein duly sold and conveyed to the 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 morefully and particularly described in the Schedule mentioned therein.

- E. By registered Deed of Conveyance dated 2<sup>nd</sup> June, 2011 and made by and between Brojonath Samanta & Co. (Rice Mill) presently known as M/s. Jagat Berh Rice Mill and its partner Sri Ekkari Karfa therein jointly referred to as the Vendor of the First Part and Abhilasha Heights Private Limited & Anr. therein jointly referred to as the 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, CD 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 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 Sataks morefully and particularly described in the Schedule mentioned therein.
- F. By registered Deed of Conveyance dated 11<sup>th</sup> June, 2011 and made by and between Sumit Kumar Samanta & Ors. therein collectively referred to as the Vendors of the First Part and Abhilasha Heights Private Limited & Anr. therein jointly referred to as the 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, CD 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 Purchaser therein All That divided and demarcated 12.844% of land out of 7.40 Acres i.e., equivalent to 0.9505 Acres morefully and particularly described in the Schedule mentioned therein.

- G. By registered Deed of Conveyance dated 11<sup>th</sup> June, 2011 and made by and between Siddhartha Samanta & Ors. therein collectively referred to as the Vendors of the First Part and Abhilasha Heights Private Limited & Anr. therein jointly referred to as the 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 Purchaser therein All That divided and demarcated 8.333% of land out of 7.40 Acres i.e., equivalent to 0.6166 Acres morefully and particularly described in the Schedule mentioned therein.
- H. By registered Deed of Conveyance dated 2<sup>nd</sup> July, 2011 and made by and between Kali Sankar Karfa & Ors. therein collectively referred to as the Vendors of the First Part and Abhilasha Heights Private Limited & Anr. therein jointly referred to as the 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. 01236 for the year 2011, the Vendors therein for the Consideration and on the terms mention therein duly sold conveyed to the Purchaser therein





All That divided and demarcated 8.590% of land out of 7.40 Acres i.e., equivalent to 0.6357 Acres morefully and particularly described in the Schedule mentioned therein.

- I. By a registered Deed of Conveyance dated 24<sup>th</sup> July, 2011 and made by and between Sailendra Kumar Roy & Ors. therein collectively referred to as the Vendors of the First Part and Abhilasha Heights Private Limited & Anr. therein jointly referred to as the 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 there duly sold conveyed to the Purchasers therein All That divided and demarcated 4.300% of land out of 7.40 Acres i.e., equivalent to 0.3182 Acres morefully and particularly described in the Schedule mentioned therein.
- J. By virtue of the aforesaid Deed of Conveyance the 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 including the land morefully described in the **FIRST SCHEDULE** hereunder written.
- K. After Purchasing the aforesaid land **ABHILASHA HEIGHTS PRIVATE LIMITED AND AARTI HIGHRISE PRIVATE LIMITED** have duly mutated their names in the record of B.L. & L. R.O. each having separate Khatian Number. 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. The owners obtained the conversion of 5.25 Acres of land to Bastu Land under the provisions of West Bengal Land Reforms Act, 1955 and subsequently obtained a Building Plan for construction on 5.25 Acres of land.

- L. By a registered Development/Joint Venture Agreement dated 9<sup>th</sup> January, 2015 made by and between **M/S. AARTI HIGHRISE PRIVATE LIMITED** therein referred as the Developer/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. 1, 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. Subsequently the owners obtained the conversion of 2 Acres of land to Bastu Land under the provisions of West Bengal Land Reforms Act, 1955 and thereafter submitted a revised plan for sanction which was duly sanctioned and this the Owners and Co-Owners were entitled to make construction of the said two Acres of land (which is commonly called as Phase-II).



- N. The Owners duly demarcated an area of 2 Acres out of their own allocation which was duly converted as Bastu Land and thereafter submitted a revised building Plan. The revised Building Plan has been duly sanctioned for the entire area of 7.25 Acres including the said 2 Acre of land. In view of the same both the parties decided that the Development Agreement has to be modified and a fresh and/or modified Development Agreement to be made incorporating all the terms and condition to be agreed by and between the parties had the building plan duly sanctioned including land by the Burdwan Municipality and commence the construction therein. Subsequently in order to avoid all legal dilemma the present Co-owners together and jointly purchased 1.41 (One point Four One) Cents/Decimal out of 17 (Seventeen) Cents/Decimal comprising in R.S. Plot No. 138 (One Hundred Thirty Eight), L.R. Plot No. 187 (One Hundred Eighty Seven) appertaining to R.S. Khatian No. 37 (Thirty Seven), lying and situate at Mouza Jagat Berh, J.L. No. 34 (Thirty Four) within the jurisdiction of Burdwan Municipality, A.D.S.R. Office Burdwan, P.S. Burdwan Sadar, District Burdwan (now Purbo Barddhaman), in the State of West Bengal from Smt. Ratna Samanta, Smt. Swati Roy and Smt. Susmita Samanta @ Smt. Susmita Samanta Kesh by virtue of registered Deed of Sale registered at the Office of ADSR, Burdwan in Book No. I, Volume No. 203-2018, Pages 111643 to 111680 being No. 06303 for the year 2018.
- O. It is made quite clear that the Co-owners herein have not entered into any partnership amongst themselves and each one of them have their respective independent right, title and interest in the said premises and in the construction made therein. This arrangement as recorded in this Agreement has been made only for the purpose of smooth implementation and






marketing of the said project as well as for the purpose of betterment and proper maintenance of accounts thereof.

- P. By virtue of a mutual arrangement and/or agreement by and between the Co-owner, the said Co-owner authorized and empowered as well as granted General Power of Attorney to the said **M/S. AARTI HIGHRISE PRIVATE LIMITED** one of the Co-owner to act for and on behalf of the other Co-owner and to make the construction at the said **PROJECT AREA** and subsequently to the adjacent area in the name of **M/S. AARTI HIGHRISE PRIVATE LIMITED** strictly for and on behalf of the Co-owner and also to bear all expenditure in respect thereof as well as to receive the money for consideration for sale of the various portions of the constructed units together with the proportionate share in the land underneath the building from the intending purchaser(s) and to sign and execute all the papers and documents to make payment on their behalf and to do all acts, deeds, matters and things as may be necessary for smooth construction of the block of buildings at the said premises as well as to sell and dispose of the various portions thereof.
- Q. The consideration payable as well as benefits/arrangements to be made for such offer inasmuch as the terms and conditions for such promotion of the building and providing allotted portions and selling the constructed area by the Developer consisting of flats, Car Parking etc. of the proposed blocks of building by the Developer to the intending purchasers have been agreed upon by and between the parties.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO** as follows:



**ARTICLE -I : DEFINITIONS.**

In these presents unless contrary and/or repugnant thereto the following expression shall have the following meaning as mention hereunder:

- 1.1 **DEVELOPER** shall mean **M/S. AARTI HIGHRISE PRIVATE LIMITED** and its successor or successors-in-interest or assigns.
- 1.2 **CO-OWNER** shall mean **M/S. ABHILASHA HEIGHTS PRIVATE LIMITED** and its successor or successors-in-interest or assigns.
- 1.3. **PREMISES** shall mean the demarcated piece and parcel of land having an area of 2 Acres out of the land mentioned in the **FIRST SCHEDULE** morefully and particularly mentioned in the **SECOND SCHEDULE** hereunder written on which initially the block of buildings proposed to be constructed commonly known as "**NATURAL CITY**".
- 1.4. **NEW BUILDING/BUILDINGS** shall mean and include the proposed building or buildings to be constructed erected and completed by the Developer in accordance with the map or plan duly sanctioned by BURDWAN MUNICIPALITY on the said premises or any modification thereof or any fresh plan to be sanctioned.
- 1.5. **COMMON FACILITIES AND AMENITIES** shall mean and include the areas and utilities in the said Project which has been allotted for common user and shall be common for all the Unit holders and all the its expenses including those in maintenance, operation, repairing, renovating, painting,



rebuilding, reconstructing, decorating, replacing and administration shall be borne by the owners of each individual unit in the complex proportionately.

- 1.6. **SALEABLE SPACE** shall mean the all constructed space of the entire area and rights in size, location advantage and marked value of the said Project and/or Buildings forming part of the said premises available in such part or size or dimension for independent use and occupation and will include the undivided impartible proportionate share in all common parts, portions, lands areas and facilities after making due provisions for the space required for common facilities and amenities.
- 1.7. **ARCHITECT** shall mean the person or persons who may be appointed by the Developer for designing and planning of the said Project.
- 1.8. **BUILDING PLAN** would mean such plan or plans prepared by the Architect for the construction of the said Project and sanctioned by the Burdwan Municipality together with any modifications and/or alterations or fresh plan which may be necessary and/or required.
- 1.9. **PROJECT** shall mean the Project undertaken by the Developer on the said premises to be constructed erected and completed in the buildings to have various self contained units apartments and car parking spaces capable of being held and/or enjoyed independently of each other.



- 1.10. **SPECIFICATION** shall mean the specifications required for the purpose of construction of the said New Buildings or Commercial Project as may be decided by the Architect.
- 1.11. **TRANSFER** with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multi storied building to the intending purchasers/ Lessee/Tenants.
- 1.12. **TRANSFeree** shall mean a person firm, limited company, association of persons to whom any space in the said Project has been transferred.
- 1.13. Words importing singular shall include plural and vice versa.
- 1.14. Words importing masculine gender shall include Feminine and Neuter genders like wise words imparting feminine general shall include masculine and neuter genders and similarly words imparting Neuter gender shall include masculine and feminine genders.

#### **ARTICLE-II (COMMENCEMENT)**

- 2.1. This Agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of execution hereof.
- 2.2 Unless terminated in the manner as hereinafter appearing or by mutual consent this agreement shall remain in full force and effect until such time the said project is completed.

#### **ARTICLE-III : CO-OWNER'S RIGHT AND REPRESENTATION**



3.1. At or before entering into this Agreement the Co-Owner have assured and represented the Developer as follows:-

- i) That the co-owner has not entered into any agreement for sale transfer lease and/or development nor has created any interest of a third party into or upon the said premises or any part or portion thereof.
- ii) That there is no suit or legal proceeding pending before any of the Courts nor there is any threat of any legal proceedings being initiated against the co-owner in respect of the said premises on any account whatsoever or howsoever.

#### **ARTICLE -IV : DEVELOPER'S RIGHTS**

4.1. In pursuance of the mutual obligations and also subject to the various terms and conditions herein contained and on the part of the Developer to be paid performed and observed the co-owner has agreed to grant the exclusive right of development and commercial exploitation in respect of the said premises unto and in favour of the Developer to undertake development of the said premises whereby the Developer shall be entitled to undertake the said project and construct erect and complete the multistoried buildings comprising of several self contained units apartments and car parking spaces to be held and/or enjoyed independently of each other.

4.2. **NOTHING** in this presents shall be construed as a demise or assignment or conveyance in law by the co-owner of the said premises or any part thereof to the Developer or as treating of any right, title or interest in respect thereof of the Developer






other than an exclusive license to the Developer to commercially develop the same in terms hereof and to deal with the Developer's allocation in the new building in the manner hereinafter contained.

**ARTICLE -V :PLAN/PERMISSIONS**

- 5.1. For the purpose of undertaking development of the said premises the Developer will construct according to the sanctioned building plan duly sanctioned by the Burdwan Municipality and make construction of new building and/or buildings on the said premises as per the sanction building plan with such modification in accordance with law and the Developer shall engage and/or appoint Architect, Engineers and other agents for the said purpose and shall make payment of their fees and/or charges. The Developer undertakes that all future fees or other amounts payable in this connection will be paid by the Developer.
- 5.2. The Developer will take all steps to obtain all permissions approvals and/or sanctions as may be necessary and/or required and the owner hereby agree and undertake to sign all papers and/or documents as may be necessary and/or required.

**ARTICLE -VI: CONSIDERATION**

- 6.1. That in so far as necessary all dealings by the Developer in respect of the new building shall be in the name of the Developer and co-owner for which purpose the co-owner undertake to give the developer the power of attorney in a form and manner as is reasonably required. It being however agreed
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that such dealing shall not in any manner fasten or create any financial liability upon the co-owner.


- 6.2. That the co-owner undertake as per demand of Developer the co-owner shall execute the Deed of Conveyance or Conveyances or any other deed of like nature of transfer in favour of the developer or its nominee or nominee at the cost of the Developer or its nominee or nominees and the co-owner agree to join as Vendor in the said Deed of Conveyance to be executed in respect of the transfer of the undivided proportionate share of the land underneath attributable to the Developer's allocation in favour of the transferee and the Developer shall join as confirming party in the said Deed of Conveyance.

**ARTICLE -VII OBLIGATION OF THE DEVELOPER  
AND INDEMNITY:**

7.1. The Developer shall :

- i) take such steps as are necessary to divert all pipes, wires, cables or other conducting media in, under or above the project or any adjoining or neighbouring premises and which need to be diverted as a result of the development.
- ii) install all electricity, gas, water, telecom-munications, services and surface and soil water drainage to the premises and shall ensure that the same connect directly to the mains.



- iii) Serve such notices and enter into such agreements with statutory undertakings or other companies as may be necessary to install the services.
  - iv) give all necessary or usual notices under any statute affecting the demolition and clearance of the premises and the development, give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said premises and pay all costs, fees and outgoings incidental to or consequential, on any such notice and indemnified the owner from and against all costs charges claims actions suits and proceedings.
  - v) remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in constructions which may not be in accordance with the plan.
  - vi) remain responsible for any accident and/or mishap taking place while undertaking demolition and/or clearance of the site and also while constructing erecting and completing the said project and/or new building and/or buildings in accordance with the said plan and has agreed to keep the owner and the co-owners save harmless and fully indemnified from and against all costs charges claims actions suit and proceedings.
  - vii) incur all costs charges and expenses for the purpose of constructing erecting and completing the said new buildings in accordance with the said plan.
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- viii) not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said premises or any part or portion thereof.
- ix) not expose the co-owner to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, Engineer and other agents as may be necessary and /or required for the purpose of construction erection and completion of the said project.

#### 7.2 **INDEMNITY**

- i) That the Developer hereby undertakes to keep the co-owner indemnified against all third party claims and actions arising out of any sort of act or commission of the Developer in or relative to the construction of the said New building.
- ii) That the Developer hereby undertakes to keep the co-owner indemnified against all actions, suits, costs and proceedings and claims that may arise out of the Developer actions with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect herein. For any matter raised under this clause, only developer will be responsible to solve the matter legally.

#### **ARTICLE-VIII : COMMENCEMENT OF CONSTRUCTION AND REIMBURSEMENT**



- 8.1. For the purpose of determination of the date of commencement of construction, the certificate of the Architect for the time being in respect of the said project shall be final conclusive and binding on the parties.

**ARTICLE-XI: COMPLETION**

- 9.1 Unless prevented by circumstances beyond the control of the Developer and/or circumstances amounting, to force majeure as hereinafter appearing the said project shall be constructed erected and completed within and period of five years from the date of commencement of the work of construction in accordance with the said plan (hereinafter referred to as the COMPLETION DATE). For the purpose of completion the certificate of the Architect shall be final conclusive and binding on the parties and similarly the common facilities and/or utilities will also be completed.

**ARTICLE X: MISCELLENEOUS.**

- 10.1. The Co-Owner will deposit all the original title deeds, purchas and other documents relating to the title of the said premises with the Developer who retain the same.
- 10.2. The Co-Owner and the Developer decided to sale the various portions of the new construction jointly. The Co-Owner hereby authorised the Developer to sale all the portions. However all cost, charges and expenses relating to project including construction, sanction and all the expenses incurred in purchasing the said land and its development, conversion, legal expenses including for sale of the constructed area, Brouchers, Advertisement, Brokarage, maintenance etc. will be adjusted from the Sale price and net sale price will be





distributed equally between the parties as mentioned in the Fourth and Fifth Schedule hereunder written.

- 10.3. The parties hereto will be identified their respective allocation of the balance area if any remain after the joint sale. If the Owner' agree then the Owners and Developer can jointly rent out or leased out or other deal with any portion of the Constructed area on the terms and conditions as may be mutually agreed upon.
- 10.4. The Developer will finalise such deals and terms and conditions thereof and in case of outright sale after deducting all the expenses including providing additional amenities and facilities which may include providing space for Transformer, Generator, Disc Antenna, shifting of Lift or staircase etc. the net sale proceeds will be shared between the Owners and Developer in equal share. However in case of Lease/Rent/or Licencees or Franchisee such monthly/ quarterly rent, premium/licencee fees as agreed between the parties after the deduction of the expenses as aforesaid be shared in accordance with their respective area.
- 10.5. The Developer shall be entitled to enter into agreements for sale transfer and/or long term lease in respect of the constructed area but it shall be the obligation on the part of the intending purchasers of their respective allocation of the parties hereto shall be liable to contribute various amounts on account of proportionate share or contribution towards transformer and electric connections, H.T. and L.T. lines, deposits for electric meter, costs for stand by generator, capital cost for equipment and development, maintenance



deposits and documentation charges and Municipal rates and taxes.

- 10.6. The Developer is entitled to obtain loans from Banks and/or Financial Institutions and/or Private Finances towards the cost of construction of the said project or any other loan or overdraft facilities and if necessary can create a mortgage on the land and construction. However it is the sole responsibility of the Developer to pay such loan.

Similarly any intending purchasers can also create a charge or mortgage in respect of area/Unit intending to purchase to any Bank financial Institution or private financiers to obtain loan and both such cases the co-owner will give full cooperation and sign such papers as may be required by the Bank or Financial Institution or Private Financiers. However it is made clear that co-owner will under no circumstances will be liable to pay such loans or any portion thereof.

- 10.7. **AND IT IS HEREBY EXPRESSLY BY AND BETWEEN** the parties hereto that the Developer shall be entitled to enter into agreements for sale, transfer and/or lease in respect of the constructed portion in its own name and it will not be obligatory for the co-owner to be confirming parties and in any event by this Agreement the co-owner hereby consent to the same.

- 10.8. All disputes, and differences arising out of or in relation this agreement shall be referred to arbitration under the provision of Arbitration and Conciliation Act, 1996 or any statutory modification thereof for the time being to force.



10.9. Courts of Kolkata alone shall have the jurisdiction to entertain try all action, suits, proceedings arising out of this agreement.

**ARTICLE- XIII CO-OWNER'S OBLIGATIONS**

11. The Co-Owner has agreed:

- i) To co-operate with the Developer in all respect for development of the said premises in term of this agreement.
- ii) To execute all deeds documents and instruments as may be necessary and/or required from time to time.
- iii) For the purpose of obtaining all permissions approvals and/or sanctions to sign and execute all deeds documents and instruments as may be necessary and/or required to enable the Developer undertake construction of the project and/or Buildings in accordance with the said plan.
- iv) To execute a General Power of Attorney in favour of the Developer or its nominee and/or nominees.
- v) To execute the Deed of Conveyance/Lease in respect of the Constructed area in favour of the intending purchaser acquiring units apartments constructed spaces and car parking spaces in the new building.

**ARTICLE XII: PROCEDURE.**

12. The Co-Owner shall execute a General Power of Attorney in favour of the Developer and/or its nominee and/or nominee as any be required for the purpose of obtaining necessary



permission approvals and sanctions from different authorities in connection with the construction of the said new buildings and also for pursuing and following up the matter with the Burdwan Municipality, Fire Department, West Bengal Building (Construction and Transfer) by promoter Act, Pollution and Environment Control Authorities, Directorate of Electricity, for obtaining Lift Licence, Permission for Generator, for obtaining Sewerage Connection, Water, Electricity supply and/or modification and changes of the plan and for obtaining the completion and Occupancy Certificates and other Authorities and for booking and/or entering into agreement for sale of saleable area out of Developer's allocation.

#### **ARTICLE XIII : BUILDING**

- 13.1. The Developer shall at its own costs construct erect and complete the Project on the said premises in accordance with the sanctioned plan as per the specifications described in the Third Schedule hereunder written and the common facilities and amenities hereinbefore mentioned with first class materials as may be certified by the Architect of the said Project and the same shall be completed within the said Completion date.
- 13.2. Subject as a foresaid the decision of the Architect regarding the quality of the materials shall be final and binding between the parties hereto and the said project will be constructed erected and completed in accordance with the specifications details whereof are mentioned in the fifth schedule hereunder written.
- 13.3. It is made clear that the Co-Owner and/or all unit buyers thereof shall share in common the proportionate charges for



payments, deposits made to W.B.S.E.B. for H.T./L.T.Line charges, all cable installations, contractor's remuneration, transformer, meters, sub-meters and cables and their installation charges and accessories and payment in respect thereof shall be made to the Developer.

13.4. The Developer shall be authorized in the name of the Co-Owner in so far as necessary to apply for and obtain quota entitlement and other allocation of or for cement, iron bricks, sand other building materials allocable to the Co-Owner for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity, power, drainage, sewerage and/or gas to the project and other inputs and facilities required for the construction or for the better enjoyment of the building for which purpose the Co-Owner shall execute in favour of the Developer or its nominee or nominees as power of Attorney and other authorities as shall be required by the Developer. Power of Attorney will remain in force until the Municipality or statutory authorities issues of completion Building Certificate and all the conveyance of the various Unit Holder are executed and registered.

13.5. The Developer shall at its own costs and expenses and without creating any financial and other liability on the Co-Owner construct and complete the Project and various units and/or apartments therein in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by the Developer.





- 13.6. All costs charges and expenses including Architect's Structural Engineers' fees shall be discharged by the Developer and the Co-Owner shall bear no responsibility in this context.
- 13.7. The Co-owner shall not cause any obstruction or interference in the Developer continuing with the construction erection and completion of the said Project as well as ensure that no one else claiming any right title interest through or behalf of the Co-Owner will obstruct or create any problem or difficulty in such construction.

**THE FIRST SCHEDULE ABOVE REFERRED TO :**

**ALL THAT** demarcated piece and parcel of land measuring about 7.25 acres being part land in R.S. Dag Nos. 136, 137, 138, 121, 134, 139, 140, 142, 143, 144, 145, 146, 147, 148, 149, 150, L. R. Dag No. 187, R. S. Khatian Nos. 37, 42, 43, 44, 45, 46, 47, 149 & L. R. Khatian No. 1449 and 1450 in J.L. No. 34 Mouza-Jagat Berh, Ward No. 16, Municipal Premises No. 320, Vivekanand Road, Burdwan within the limit of Burdwan Municipality Police Station District Burdwan. *Being "Bastu" class of Land.*

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**Amenities**

- Landscaped Garden
- Community Hall
- Club House
- Covered Swimming Pool
- Gym / Health Club
- Children play Area
- Joggers Track



Well-Lit-Roads  
 Blockwise 2 Automatic Lift  
 Surveillance System  
 24 Hours Security  
 Car Parking  
 Back-up-Generator  
 Fire Fighting System

### **Specifications**

Structure: R.C.C. framed structure, standard brickwork & plaster.

Flooring: Vitrified flooring with 4" skirting.

Doors: Good quality flush doors

Widows: Aluminium sliding widows with glass panel.

Kitchen: Kitchen with Granite slab & 2 feet dado above the platform and stainless steel sink shall be provided.

Toilet: Western type commode (with colour in both toilets), white wash basin in common toilet, adequate water connection, geyser point in one toilet with C P fittings of essco or equivalent brand, 6 feet dado above the skirting.

Staircase: Staircase will be of Marble & lobby will be of designer vitrified tiles.

Water: Suitable electric pump will be provided for 24 Hrs

supply: steady water supply.

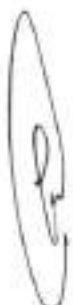
Electrical: AC point in master bedroom. Fire resistant concealed branded switches PVC conduit pipe & sufficient power points.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**  
**(CO-OWNER'S ALLOCATION)**

**ALL THAT** the 50% of the net sale proceed after meeting all the expenditure in the project.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**(DEVELOPER'S ALLOCATION)**

**ALL THAT** the 50% of the net sale proceed after meeting all the expenditure in the project.



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

SIGNED, SEALED AND DELIVERED  
by the CO-OWNER at Kolkata in the  
presence of: BURDWAN

1. Abhijit Ghosh

2) Ajoy Samerjee

For ABHILASHA HEIGHTS (P) LTD



Director

For AARTI HIGHRISE (P) LTD.

M. K. Sharma

Director

---

SIGNATURE OF THE CO-OWNER

SIGNED, SEALED AND DELIVERED  
by the DEVELOPER at Kolkata in the  
presence of: BURDWAN

1) Abhijit Ghosh.

S/o - Ananta Ghosh,  
Shabani Traukur Lane,  
P.O. Rajbati, Burdwan,  
Pin - 713104.

2) Ajoy Samerjee

Burdwan

For AARTI HIGHRISE (P) LTD.

M. K. Sharma

Director

---

SIGNATURE OF THE DEVELOPER



Rajdeep Goswami  
Advocate  
B.A.L.L.B. (Hons.), LL.M. (Corporate Law-NLUJ)  
Burdwan Dist. Judges' Court  
Enrollment No. F/1922/1694/2011

# SPECIMEN FORM FOR TEN FINGERPRINTS



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



### Major Information of the Deed

Deed No :	I-0203-07130/2018	Date of Registration	27/08/2018
Query No / Year	0203-0001358924/2018	Office where deed is registered	
Query Date	26/08/2018 6:38:10 PM	A.D.S.R. BURDWAN, District: Burdwan	
Applicant Name, Address & Other Details	RAJDEEP GOSWAMI 2 No Dhopapara Lane, Jhapantala, Burdwan, Thana : Bardhaman Sadar, District : Burdwan, WEST BENGAL, PIN - 713104, Mobile No. : 9002354575, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1]		
Set Forth value	Market Value		
	Rs. 36,73,33,142/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,010/- (Article:48(g))	Rs. 14/- (Article:E, E)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assesment slip.(Urban area)		

#### Land Details :

District: Burdwan, P.S:- Bardhaman, Municipality: BURDWAN, Road: Vivekananda college Rd, Mouza: Jagatber

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-187	LR-1449	Bastu	Bastu	3.625 Acre		18,36,66,571/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
L2	LR-187	LR-1450	Bastu	Bastu	3.625 Acre		18,36,66,571/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
		<b>TOTAL :</b>			<b>725Dec</b>	<b>0 /-</b>	<b>3673,33,142 /-</b>	
	<b>Grand Total :</b>				<b>725Dec</b>	<b>0 /-</b>	<b>3673,33,142 /-</b>	

#### Land Lord Details :



















Sl No	Name,Address,Photo,Finger print and Signature
1	<b>ABHILASHA HEIGHTS PRIVATE LIMITED</b> 9A, Lord Sinha Road, Kolkata - , P.O:- Middleton Road, P.S:- Shakespeare Sarani, Kolkata, District:Kolkata, West Bengal, India, PIN - 700071 , PAN No.:: AAICA9682P, Status :Organization, Executed by: Representative, Executed by: Representative
2	<b>AARTI HIGHRISE PRIVATE LIMITED</b> 9A, Lord Sinha Road, P.O:- MIDDLETON ROAD, P.S:- Shakespeare Sarani, Kolkata, District:Kolkata, West Bengal, India, PIN - 700071 , PAN No.:: AAICA9681Q, Status :Organization, Executed by: Representative, Executed by: Representative

Major Information of the Deed :- I-0203-07130/2018-27/08/2018


**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>AARTI HIGHRISE PRIVATE LIMITED</b> 9A, Lord Sinha Road, P.O:- Middleton Road, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071 , PAN No.:: AAICA9681Q, Status :Organization, Executed by: Representative

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature											
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Mr MANISH KUMAR SHARMA</b>                      Son of Mr Mahesh Kumar Sharma                      Date of Execution - 27/08/2018, , Admitted by: Self, Date of Admission: 27/08/2018, Place of Admission of Execution: Office                 </td> <td>                       Aug 27 2018 2:41PM                 </td> <td>                       LTI                      27/08/2018                 </td> <td>                       27/08/2018                 </td> </tr> </tbody> </table> <p>9A, Lord Sinha Road, P.O:- Middleton Road, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ARKPS6486P Status ; Representative, Representative of : ABHILASHA HEIGHTS PRIVATE LIMITED (as Director)</p>	Name	Photo	Finger Print	Signature	<b>Mr MANISH KUMAR SHARMA</b> Son of Mr Mahesh Kumar Sharma Date of Execution - 27/08/2018, , Admitted by: Self, Date of Admission: 27/08/2018, Place of Admission of Execution: Office	 Aug 27 2018 2:41PM	 LTI 27/08/2018	 27/08/2018			
Name	Photo	Finger Print	Signature									
<b>Mr MANISH KUMAR SHARMA</b> Son of Mr Mahesh Kumar Sharma Date of Execution - 27/08/2018, , Admitted by: Self, Date of Admission: 27/08/2018, Place of Admission of Execution: Office	 Aug 27 2018 2:41PM	 LTI 27/08/2018	 27/08/2018									
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Mr MAHESH KUMAR SHARMA (Presentant )</b>                      Son of Late Satya Narayan Sharma                      Date of Execution - 27/08/2018, , Admitted by: Self, Date of Admission: 27/08/2018, Place of Admission of Execution: Office                 </td> <td>                       Aug 27 2018 2:48PM                 </td> <td>                       LTI                      27/08/2018                 </td> <td>                       27/08/2018                 </td> </tr> </tbody> </table> <p>9A, Lord Sinha Road, P.O:- Middleton Road, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALBPS2444Q Status : Representative, Representative of : AARTI HIGHRISE PRIVATE LIMITED (as Director), AARTI HIGHRISE PRIVATE LIMITED (as Director)</p>	Name	Photo	Finger Print	Signature	<b>Mr MAHESH KUMAR SHARMA (Presentant )</b> Son of Late Satya Narayan Sharma Date of Execution - 27/08/2018, , Admitted by: Self, Date of Admission: 27/08/2018, Place of Admission of Execution: Office	 Aug 27 2018 2:48PM	 LTI 27/08/2018	 27/08/2018			
Name	Photo	Finger Print	Signature									
<b>Mr MAHESH KUMAR SHARMA (Presentant )</b> Son of Late Satya Narayan Sharma Date of Execution - 27/08/2018, , Admitted by: Self, Date of Admission: 27/08/2018, Place of Admission of Execution: Office	 Aug 27 2018 2:48PM	 LTI 27/08/2018	 27/08/2018									

**Identifier Details :**

Name & address	
Mr ABHIJIT GHOSH Son of Mr ANANTA GHOSH Bhabanithakurlane, Mithapukur, P.O:- RAJBATI, P.S:- Burdwan, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713104, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, , Identifier Of Mr MANISH KUMAR SHARMA, Mr MAHESH KUMAR SHARMA	27/08/2018
	

Major Information of the Deed :- I-0203-07130/2018-27/08/2018

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	ABHILASHA HEIGHTS PRIVATE LIMITED	AARTI HIGHRISE PRIVATE LIMITED-362.5 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	AARTI HIGHRISE PRIVATE LIMITED	AARTI HIGHRISE PRIVATE LIMITED-362.5 Dec

## Land Details as per Land Record

District: Burdwan, P.S:- Barddhaman, Municipality: BURDWAN, Road: Vivekananda college Rd, Mouza: Jagatber

Sch No	Plot & Khatian Number	Details Of Land
L1	LR Plot No:- 187(Corresponding RS Plot No:- 134/ 136/ 137/ 138/ 139/ 140/ 142/ 143/ 144/ 145/ 146/ 147/ 148/ 149/ 150), LR Khatian No:- 1449	Owner:অভিলাষা হাইটস প্রাঃ লিঃ, Gurdian:পঞ্চ ডিরেক্টর, Address:নিজ, Classification:চাউলকল, Area:3.62500000 Acre,
L2	LR Plot No:- 187(Corresponding RS Plot No:- 134/ 136/ 137/ 138/ 139/ 140/ 142/ 143/ 144/ 145/ 146/ 147/ 148/ 149/ 150), LR Khatian No:- 1450	Owner:আরতি হাইরাইস প্রাঃ লিঃ, Gurdian:পঞ্চ ডিরেক্টর, Address:নিজ, Classification:চাউলকল, Area:3.62500000 Acre,

Endorsement For Deed Number : I - 020307130 / 2018

**On 27-08-2018**

**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

**Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 14:24 hrs on 27-08-2018, at the Office of the A.D.S.R. BURDWAN by Mr MAHESH KUMAR SHARMA .

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 36,73,33,142/-

**Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 ) [Representative]**

Execution is admitted on 27-08-2018 by Mr MANISH KUMAR SHARMA, Director, ABHILASHA HEIGHTS PRIVATE LIMITED (Private Limited Company), 9A, Lord Sinha Road, Kolkata -, P.O:- Middleton Road, P.S:- Shakespeare Sarani, Kolkata, District:Kolkata, West Bengal, India, PIN - 700071

Indetified by Mr ABHIJIT GHOSH, , Son of Mr ANANTA GHOSH, Bhabanithakurtane, Mithapukur, P.O: RAJBATI, Thana: Burdwan, , City/Town: BURDWAN, Burdwan, WEST BENGAL, India, PIN - 713104, by caste Hindu, by profession Others

Major Information of the Deed :- I-0203-07130/2018-27/08/2018

Execution is admitted on 27-08-2018 by Mr MAHESH KUMAR SHARMA, Director, AARTI HIGHRISE PRIVATE LIMITED (Private Limited Company), 9A, Lord Sinha Road, P.O:- Middleton Road, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071; Director, AARTI HIGHRISE PRIVATE LIMITED (Private Limited Company), 9A, Lord Sinha Road, P.O:- MIDDLETON ROAD, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071

Indetified by Mr ABHIJIT GHOSH, . . Son of Mr ANANTA GHOSH, Bhabanithakurlane, Mithapukur, P.O: RAJBATI, Thana: Burdwan, . City/Town: BURDWAN, Burdwan, WEST BENGAL, India, PIN - 713104, by caste Hindu, by profession Others

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 14/- ( E = Rs 14/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 14/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/08/2018 11:51AM with Govt. Ref. No: 192018190278948801 on 27-08-2018, Amount Rs: 14/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 593135182 on 27-08-2018, Head of Account 0030-03-104-001-16


#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,010/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 74,910/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 4784, Amount: Rs.100/-, Date of Purchase: 27/08/2018, Vendor name: K Banerjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/08/2018 11:51AM with Govt. Ref. No: 192018190278948801 on 27-08-2018, Amount Rs: 74,910/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 593135182 on 27-08-2018, Head of Account 0030-02-103-003-02

  
**Kaushik Bhattacharya**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. BURDWAN**  
**Burdwan, West Bengal**

Major Information of the Deed :- I-0203-07130/2018-27/08/2018

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0203-2018, Page from 123889 to 123922  
being No 020307130 for the year 2018.



Digitally signed by KAUSHIK  
BHATTACHARYA  
Date: 2018.08.27 15:43:01 +05:30  
Reason: Digital Signing of Deed.

(Kaushik Bhattacharya) 8/27/2018 3:42:45 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BURDWAN  
West Bengal.



(This document is digitally signed.)