

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

VENDORS :

M/S. PODDAR PROJECTS LIMITED (PAN AACCP5704B), a Company incorporated under the Companies Act 1956 and having its registered office at 18, Rabindra Sarani, 9th Floor, Kolkata – 700 001, hereinafter referred to as the **VENDOR/OWNER** (which terms or expression shall unless excluded by or subject to the context be means and includes its successor, successor-in-interest and assigns) of the **FIRST PART**.

AND

GIRIDHAR PROMOTER PRIVATE LIMITED (PAN-AACCG0175H), a Company incorporated under the Companies Act 1956 and having its registered office at No. 9A, Lord Sinha Road, Kolkata 700017, hereinafter referred to as the **PROMOTER** (which terms or expression shall unless excluded by subject or repugnant to the context shall mean and includes its successor or successors –in-interest and assigns) of the **SECOND PART**.

AND**[If the 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 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 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 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 THE PROMOTER DECLARES THAT,-

- A. The M/s. Poddar Projects Limited is the absolute and lawful Owner of inter alia **ALL THAT** the piece and parcel of land measuring an area about 0.74 Acres more or less out of land measuring about 2 acres in R. S. Dag No. 775 of back side facing and an area of land measuring about 1.87 acres in R. S. Dag No. 774, 771, 768, 767, 766 and 761 in total aggregating about 2.61 acres in Mouza-Faridpur within Durgapur Municipal Corporation, Police Station - Faridpur, District - Durgapur (West Bengal). In a major portion comprise about 2 Acres of land the Promoter duly constructed three Segments of Buildings long ago sold the same and now occupied by Flat Owners. The said three Segment of building having four side

boundary wall and separated from the rest of the premises owned by the Owner. He Promoter intend to make construction of Block No. 7 having an area of 8 Cottahs 1 Chittacks 34 Square Feet and Block No. 4 is being 11 Cottahs 15 Chittacks 28 Square Feet being portion of the said project morefully and particularly described in the **FIRST SCHEDULE** (hereinafter referred to as the "**Said Land**") the short details of the said land will appear in **SEVENTH SCHEDULE** hereunder written.

- 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 HEIGHTS DURGAPUR PHASE II**'.
- C. The Owner by a 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 Durgapur Municipal Corporation has granted the commencement certificate to develop the Project vide approval

dated 17.11.2015 bearing no. CB/134/15. Notice of commencement under the West Bengal Municipality Act 1993 was submitted vide letter dated by Architect of the Project intimating the date of commencement as

- E. The promoter has obtained the final layout plan, sanctioned plan and approvals for the project and also for the apartment, Flat or building, as the case may be from Durgapur Municipal Corporation. The promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- F. The Promoter has been registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____2018 under registration no. _____ .
- G. 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.

- H. By an Agreement for Sale dated _____ (“Agreement”) the Vendors/Promoter have agreed to sell and Allottee/Purchaser(as Purchaser 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 HEIGHTS DURGAPUR PHASE II”** 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/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.**
- I. 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.

J. By an Agreement for Sale dated _____ (“Agreement”) the Vendors/Promoter have agreed to sell and Allottee/Purchaser (as Purchaser thereunder) has agreed to acquire and/or purchase **ALL THAT** the Unit/Designated Apartment No. “_____” on _____ **Floor** having _____ Sq.ft. carpet area of the building commonly known as “**NATURAL HEIGHTS DURGAPUR PHASE II**” 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/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.**

K. The Parties have gone through all the terms and conditions set out in this Deed and understood the mutual rights and obligations detailed herein.

L. 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.

- M. The Parties hereby confirm that they are signing this Deed with full knowledge of all the laws, rules, regulations, etc., applicable to the Project.

II. NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in pursuance of the said agreement and in consideration of the sum of Rs. _____/- (Rupees _____) only by the Allottee/Purchaser to the Promoter paid at or before the execution hereof (the receipt whereof the Vendors and the Promoter do hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and which sum includes the consideration towards the proportionate share in the land attributable to the Designated Apartment and of and from the payment of the same and every part thereof the Vendors and the Promoter do hereby forever release discharge and acquit the Allottee/Purchaser and the Designated Apartment and its appurtenances) the Promoter and the Vendors do and each one of

them hereby sell and transfer unto and to the Allottee/Purchaser their respective entitlements in ALL THAT the Designated Apartment being the _____ morefully and particularly mentioned and described in SECOND SCHEDULE hereto AND TOGETHER WITH right to use the Common Areas in common with the Vendors and Promoter and other persons permitted by them AND reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Designated Apartment AND all the estate right title interest property claim and demand whatsoever of the Promoter and the Vendors into or upon the Designated Apartment TO HAVE AND TO HOLD the Designated Apartment unto and to the use of the Allottee/ Purchaser absolutely and forever TOGETHER WITH AND SUBJECT TO the covenants, terms and conditions as contained in the Schedules hereto and on the part of the Allottee/ Purchaser to be observed, fulfilled and performed.

And in the premises 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 hereby sell and transfer to the

Association undivided proportionate title to the other Common Areas absolutely.

III. AND THIS DEED WITNESSETH and it is agreed and declared by and between the parties hereto that this Deed supersedes all previous representations and/or arrangements and/or understanding between the parties hereto in respect of the said Unit/Designated Apartment and properties Appurtenant thereto save and except the terms, conditions and covenants of the standard Agreement for sale of the respective Unit/Designated Apartments executed by the parties and respective flat owners which are binding upon the parties herein. The Promoter agreed not to make any construction in the open space between the said three towers.

Allottee/Purchaser agree and undertake that the Allottee/Purchaser shall not do any act deed or thing whereby the Vendor / Promoter is prevented from selling transferring and/or dealing with any other parts and portions of the said Premises except those conveyed to the flat owners and common facilities and passages and equipments.

IV. AND THE VENDOR DOTH HEREBY COVENANT WITH THE ALLOTTEE as follows :-

(a) **THAT** notwithstanding any act deed matter or thing whatsoever done by the Vendor or executed or knowingly suffered to the contrary the Vendor is 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 Vendor or any person or persons having lawfully or equitably claiming any estate or interest therein through under or in trust for the Vendor.
- (c) **THAT** the Allottee 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 receive all the rents issues and profits thereof without any lawful evictions interruption claims or demands whatsoever by the Vendor or any person or persons having lawfully or equitably claiming as aforesaid.
- (d) **AND FURTHER THAT** the Vendor and all persons having or 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 Vendor shall and will from time to time and at all times hereafter at the request and cost of the Allottee 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 in the manner as aforesaid as shall or may be reasonably required.

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

- (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 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 HEIGHTS DURGAPUR PHASE II**”.
- (d) The Promoter and Vendor are entitled to and authorized to sale or use the Cover/Open Car Parking Space to the flat owners and not outsider. It is also agreed that no flat owners or occupiers will be entitle to park the car inside the project area if they have not purchased the Car Parking space.
- (e) The Promoter and Vendor along with all other Flat Owners have the right over the common area, passage, water land/ultimate roof, lift and other common facilities.

VI. AND THE ALLOTTEES DO AND EACH ONE OF THEM DOTH HEREBY FURTHER AGREE AND COVENANT WITH THE VENDOR/PROMOTER 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 Promoter or any person authorized by the Promoter shall continue to provide maintenance and services for the common parts and portions and security of the said new building **SUBJECT HOWEVER** to the Allottees regularly and punctually making payment of the maintenance and service charges to the Promoter.

- ii) The right of the Allottees shall remain restricted to the said Unit/Designated Apartment and user of the common area for free ingress and egress and in no event the Allottees 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 or roof AND the Allottees hereby further covenant and assure that he/she/they shall not interfere with the rights of the Vendor/Promoter in selling transferring leasing out or letting out the remaining unsold Unit/Designated Apartments with user of all the common area and facilities and/or other spaces and to carry out repairs in the said building complex.

- iii) The maintenance charges shall be paid by the Allottees regularly and punctually and in the event of any default on the part of the Allottees in making payment of such maintenance charges the Allottees 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 60 days from the date of next payment becoming due then and in that event the Vendor and/or Promoter and/or

the Holding Organization/Association/Society service company as the case may be shall :-

(a) discontinue the use of common services.

THE FIRST SCHEDULE ABOVE REFERRED TO:

Details of the Land

BLOCK NO. 7 ALL THAT demarcated piece and parcel of land measuring about 8 Cottah 1 Chittack 34 Square Feet (Block 7) more or less being a portion of land in R.S. Dag No. 774, 775, 771, 768, 767, 766 and 761 in Mouza Faridpur within Durgapur Municipal Corporation, Police Station-Faridpur, District Burdwan (West Bengal) excluding the land on which petrol pump of Hindusthan Petroleum Corporation Ltd. as well as right of ownership over the roads and passage. The said premises has been number as Municipal Premises No. 242-N, Padampukur, Ward No. 21, Mouza – Faridpur, District Burdwan – 713 213

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

BLOCK NO. 4 ALL THAT demarcated piece and parcel of land measuring about 11 Cottah 15 Chittack 28 Square Feet (Block 4)

more or less being a portion of land in R.S. Dag No. 774, 775, 771, 768, 767, 766 and 761 in Mouza Faridpur within Durgapur Municipal Corporation, Police Station-Faridpur, District Burdwan (West Bengal) excluding the land on which petrol pump of Hindusthan Petroleum Corporation Ltd. as well as right of ownership over the roads and passage. The said premises has been number as Municipal Premises No. 242-N, Padampukur, Ward No.21, Mouza-Faridpur, District Burdwan-713213

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

THE SECOND SCHEDULE ABOVE REFERRED TO :

1. **DESIGNATED APARTMENT :** **ALL THAT** the flat 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 Block No. ___ of the Project at the said land.
2. **PARKING :** _____

2.1. **OPEN TERRACE :** _____

THE THIRD SCHEDULE ABOVE REFERRED TO:
(Floor Plan of the Apartment)

THE FOURTH SCHEDULE ABOVE REFERRED TO:
SEPECIFICATIONS, 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).

1. All land and premises described in the Second/Third Schedule herein above written whether improved or unimproved except the common passage and open space for car parks and land beneath the building.
2. All private driveways curves side walls and parking areas on the said premises.
3. Lawn areas shrubbery and exterior conduits utility lines under ground storage tanks.
4. Public connection and meters and rooms for gas electricity telephones and water not owned by public utility of other agencies for common purposes.

5. Exterior lighting and other facilities necessary to the upkeep and safety of the said building.
6. Overhead Water tank, underground water reservoir and other facilities located in the said building to serve of the benefit of more than one Unit/Designated Apartment.
7. Conduits, utility lines, telephones and electrical systems contained within the said building.
8. Installed the lift, lift room, lift cage, stair case, corridor, lobby, water pump and motor, pump room, Durwan room, common bath room and toilets.

THE FIFTH 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 kutchra 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 SIXTH SCHEDULE ABOVE REFERRED TO:
(Common Expenses)

- 1. Association / Maintenance Company:** Establishment and all other capital and operational expenses of the Association / Maintenance Company.

2. **Common Areas and Installations:** All charges and deposits for supply, operation and maintenance of common areas and installations.
3. **Electricity:** All charges for the electricity consumed for the operation of the common areas, machineries and installations.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas & Installations.
5. **Maintenance:** All costs and expenses for maintaining, cleaning, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas & Installations of the Premises, including the exterior or interior (but not inside any Unit/Designated Apartment) walls of the Building, and in particular the top roof (only to the extent of leakage and drainage to the upper floors).
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas & Installations of the Premises, including lifts, generator, changeover switches, fire-fighting equipments and accessories, CCTV, if any, EPABX if any, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas & Installations of the Premises, and also the costs of repairing renovating and replacing the same and also including the costs/charges incurred for entering into “Annual Maintenance Contracts” or other periodic maintenance contracts for the same.

7. **Rates and Taxes:** Municipal tax, surcharges, Multistoried Building Tax, Water Tax and other levies in respect of the Building and/or the Premises save those separately assessed in respect of any Unit/Designated Apartment.
8. **Insurance:** Insurance premium, if incurred for insurance of the Building and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured)
9. **Staff:** The salaries of and all other expenses of the staff to be employed for the Common Purposes, viz. maintenance personnel, administration personnel, manager, accountants, clerks, gardeners, sweepers, liftmen etc., including their perquisites, bonus and other emoluments and benefits.
10. **Reserves:** Creation of funds for replacement, renovation and/or other periodic expenses.
11. **Others:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:
(Devolution of Title)

- A. By a Deed of Conveyance dated 3rd August 2008 and made by and between M/s. Durgapur Automobiles therein referred to as the Vendor of the One Part and M/s. Poddar Projects Limited therein referred to as the Allottee of the Other Part and registered at the office of the Additional District Sub-Registrar, Durgapur, Burdwan in Book No. I Volume No. 1, C.D. Volume No. 14, Pages 3604 to 3629 Being No. 05770 for the year 2008

the Vendor therein for the consideration and on the terms as mention therein duly sold and delivered to the Allottee therein ALL THAT the piece and parcel of land measuring an area of 0.50 Acres of land in R.S. Dag No. 775, 0.74 Acres in R.S. Dag No. 775 and 1.87 Acres in R.S. Dag No. 774, 771, 768, 767, 766 and 761 in total aggregating about 3.11 Acres in Mouza Faridpur within Durgapur Municipal Corporation, Police Station Faridpur, District – Burdwan (West Bengal) morefully and particularly described in the Schedule thereunder written and hereinafter referred to as the said entire premises.

- B. The aforesaid Vendor/Owner entered into an agreement with Giridhar Promoters Pvt. Ltd. whereby and whereunder the Vendor/Owner appointed the said Promoter to make the construction in a portion of the said premises as well as to do all other activities as necessary for the purpose of construction, development and sale of the said premises. The said Promoter is also entitled to and empowered to sell various constructed spaces and receive the consideration amount.
- C. Out of the total area an area of about 2(Two) Acres excluding the other area has been taken as a Project land and three Towers has been constructed. The project is known as Natural Heights Phase I.
- D. The Confirming Party is the recorded Owner of **ALL THAT** the piece or parcel of land measuring an aggregate area of 0.74 acres of land in R.S. Dag No. 775 and an area of land measuring about 1.87 acres in R.S. Dag No. 774, 771, 768, 767, 766, and 761 aggregating 2.61 acres in Mouza Faridpur within Durgapur Municipal Corporation, Police Station : Faridpur, District Burdwan.

- E. By virtue of the aforesaid Deed of Conveyance the said Poddar Projects Limited the Owner herein became the Owner of the said entire premises (including the said premises) free from all encumbrances charges, lien and lispences but subject to the occupation in a portion of the Petrol Pump, which portion along with others are being excluded for the purpose of the instant project.
- F. The aforesaid Vendor/Confirming Party entered into an agreement with Giridhar Promoters Pvt. Ltd. whereby and whereunder the Vendor/Confirming Party appointed the said Promoter to make the construction at the said premises as well as to do all other activities as necessary for the purpose of construction, development and sale of the said premises. The said Promoter is also entitled to and empowered to sell various constructed spaces and receive the consideration amount.
- G. The building plan has been duly sanctioned by the Durgapur Municipal Corporation for construction of the multi-storied building complex at the said premises.
- H. That the confirming party duly appointed, authorised and empowered the Promoter to make construction at the said premises as well as to do all other things necessary for the purpose of construction at the said premises including appointment of various persons namely workers, architect engineer, purchase of building materials and make various representation to various statutory authorities including Durgapur Municipal Corporation and to sign, execute and register all papers and documents and to sell various constructed portion and/or open space and/or garage flat

together with proportionate share of land and to deal with the Allottees/intending Allottee and do all other matter and things as may be necessary for smooth construction of the building at the said premises as well as to sell and dispose of various portions thereof.

- I. It is made quite clear that the Promoter and the Confirming Party have not entered into any partnership/or any arrangement amongst themselves and/or anyone else and each of them have their independent right title and interest in the said premises (and in the construction made therein).
- J. The Confirming Party has granted general power of attorney in favour of the Promoter whereby Promoter is entitled to receive consideration from the intending Allottees as well as to sign execute and register the deed of conveyance, lease and/or agreement and make representation to various authorities concerned including Durgapur Municipal Corporation and other statutory authorities.
- K. In a portion of total premises there is in existing Petrol Pump and in a portion of demarcated land measuring about 2 Acres three Segment of the multistoried Building constructed long ago and fully occupied.
- L. The Promoter is now intended to construct two blocks of building being Block No. 4 and Block No. 7 on a portion of the land (excluding the land of Phase I Project) as per plan duly sanctioned by the Durgapur Municipal Corporation.

THE EIGHTH 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 Owner 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, Durgapur Municipal Corporation, WBSEB, 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 Owner, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, 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 Durgapur Municipal Corporation 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 **VENDOR**
in the presence of :

**SIGNED SEALED AND
DELIVERED** by the **PROMOTER**
in the presence of :

**SIGNED SEALED AND
DELIVERED** by the **ALLOTTEES**
in the presence of:

**SIGNED SEALED AND
DELIVERED** by the
CONFIRMING PARTY 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(s) 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 Confirming Parties to the Promoter the within mentioned sum of **Rs.36,91,600/-** (Rupees Thirty Six Lacs Ninety One Thousand and Six Hundred) only being the full consideration money as per memo below:-

Rs. 36,91,600/-

MEMO OF CONSIDERATION

By various cheques

Rs.36,91,600/-

Rs. 36,91,600/-
=====

(Rupees Thirty Six Lacs Ninety One Thousand and Six Hundred) only

WITNESSES :

1.

2.

MEMO

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

Rs. _____/-

MEMO OF CONSIDERATION

<u>Sl No.</u>	<u>Dated</u>	<u>Bank</u>	<u>Cheque No.</u>	<u>Amount (Rs.)</u>

(Rupees _____) only

WITNESSES :

1.

2.

CONFIRMING PARTY

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

B E T W E E N

**M/S. PODDAR PROJECTS
LIMITED**

.....VENDOR/OWNER

AND

**GIRIDHAR PROMOTER PRIVATE
LIMITED**

.....PROMOTER

AND

**.....
ALLOTTEE/PURCHASER(S)**

AND

**.....
.....CONFIRMING PARTY**

I N D E N T U R E

AWANI KUMAR ROY,
Advocate
10, Kiran Sankar Roy Road,
Kolkata -700 001.