

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

**VENDORS :**

(1) **SRI PARTHA SARATHI MITRA** (PAN AGZPM9722A), son of Late Girija Bhusan Mitra; (2) **SRI AMITAVA MITRA** (PAN AFGPM3743M), son of Late Girija Bhusan Mitra; (3) **SRI TIRTHANKAR MITRA** (PAN AFCPM1099L), son of Late Kanailal Mitra; (4) **SMT. ALOKA MITRA** (PAN BEZPM9446N), wife of Late Kanailal Mitra; (5) **SRI DIPANKAR MITRA** (PAN BHRPM8762Q), son of Late Kanailal Mitra, all are residing at 1A and 1C, Chandi Ghosh Road, P.S Regent Park, Kolkata-700040. (6) **SMT. KRISHNA RANI MITRA** (PAN DFCPM0186M), wife of Late Sunit Kumar Mitra, (7) **SHRI SUBHENDU MITRA** (PAN AHCPM8075E), son of Late Sunit Kumar Mitra, both residing at 33/1, Ram Dulal Sarkar Street, Police Station Girish Park, Kolkata-700006, (8) **SHRI SWAPAN KUMAR MITRA** (PAN BKKPM4273N), (9) **SHRI SANDIP KUMAR MITRA** (PAN ADPPM0561L), (10) **SHRI SUBRATA MITRA** (PAN AERPM9832P), all the three sons are of Late Chandra Sekhar Mitra all are residing at premises No.1B, Chandi Ghosh Road, Police Station Regent Park, Kolkata-700040, District South 24-Parganas, all the above duly represented by their Constituted Attorney **MANISH KUMAR SHARMA (PAN ARKPS6486P)**, son of Sri M. K. Sharma working for gain at 9A, Lord Sinha Road, Kolkata-700071, hereinafter collectively called "the **OWNERS/VENDORS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their and each of their respective heirs

executors administrators and legal representatives and assigns) of the

**FIRST PART**

**AND**

**M/S. JAGANNATH HEIGHTS PRIVATE LIMITED** (PAN AACCCJ6385N), a company incorporated under the Companies Act, 1956 and is an existing Company within the meaning of Companies Act, 2003 and having its registered office at 9A, Lord Sinha Road, P.S. Shakespeare Sarani, P.O. Middleton Row, Kolkata-700071 the above duly represented by its' Director **MANISH KUMAR SHARMA (PAN ARKPS6486P)**, son of Sri M. K. Sharma working for gain at 9A, Lord Sinha Road, Kolkata-700071, hereinafter referred to as the **PROMOTER** (which term or expression shall unless excluded by or repugnant to subject or context be deemed to include it's successor or successor-in-interest and/or permitted 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:-**

- A. The Owners are the absolute and lawful Owners and as per physical possession of inter alia **ALL THAT** the piece or parcel of land measuring 6.4607 Acres situated in different Dag numbers in L.R. Khatian No. 90, 137, 171, 662 situated at Mouza Dhakhindari being Municipal premises No. 1204, Dhakhindari Road, P.S. – Lake Town, Kolkata-700048 more fully and particularly described in the **FIRST SCHEDULE** hereinafter written (hereinafter referred to as the Said Land). The short details of Title of the said Land will appear in ..... Schedule hereinunder written.
- B. The said land is earmarked for the purpose of building a mainly residential and partly commercial project, comprising of multistoried apartment buildings and Car Parking Space and the said project shall be known as **‘NATURAL CITY LAKE TOWN’**.
- C. The Owners by five several 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 South Dum Dum Municipality has granted the commencement certificate to develop the Project vide approval dated 25.09.2017 bearing no. 540. Notice of commencement under the West Bengal Municipal Act 1993 was submitted vide letter dated ..... 2017 by Architect of the Project intimating the date of commencement as ..... 2017;
- 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 South Dum Dum Municipality. 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 duly constructed the multistoried building in the said premises in accordance with the plan duly sanctioned by the South Dum Dum Municipality.
- G. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_ on \_\_\_\_\_ under registration No. \_\_\_\_\_.
- H. The Allottee/Purchaser (s) has taken inspection of all the title deeds and plans and has made all necessary searches and is fully satisfied about the representation, plan right and title of the Vendors/Owners and the Promoter, and the Allottee/ Purchaser shall not be entitled to and agree not to raise any objection and/or make any query with regard thereto.
- I. By an Agreement for Sale dated \_\_\_\_\_ (“Agreement”) the Vendors/Promoter have agreed to sell and

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

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

**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/OR SUBJECT TO the easements quasi-easements and other stipulations and provisions in favour of the Allottee/Purchaser and the Promoter/Vendors as are set out in the (morefully and particularly described in the FIFTH SCHEDULE written hereunder) hereto 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 THE VENDORS AND PROMOTER DO AND EACH ONE OF THEM DOTH HEREBY COVENANT WITH THE ALLOTTEE/PURCHASER S** as follows:-

- (a) THAT notwithstanding any act deed matter or thing whatsoever done by the Vendors and Promoter or executed or knowingly suffered to the contrary the Vendors and Promoter are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Unit/Designated Apartment And the Properties Appurtenant thereto hereby granted sold conveyed transferred assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any

manner or conditions trust encumbrances which 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 lispendences debutters or trust made or suffered by the Vendors and Promoter or any person or persons having lawfully or equitably claiming any estate or interest therein through under or in trust for the Vendors and Promoter.
- c) **THAT** the right to use the car park as mentioned in the schedule is transferable in the same manner as it has been given to the Allottee/Purchaser .
- d) THAT the Allottee/Purchaser s shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said Unit/Designated Apartment And The Properties Appurtenant thereto, and shall be entitled to receive all the rents issues and profits thereof without any lawful evictions interruption claims or demands whatsoever by the Vendors and Promoter or any person or persons having lawfully or equitably claiming as aforesaid.

- e) THAT the Allottee/Purchaser s shall be freed cleared and absolutely discharged saved kept harmless and indemnified against all estate charges encumbrances liens attachments lispences, debutters or trust or claim and demands whatsoever created occasioned or made by the Vendors and Promoter or any person or persons lawfully or equitably claiming as aforesaid.
- f) AND FURTHER THAT the Vendors and Promoter and all persons having lawfully or equitably claiming any estate or interest in the said Unit/Designated Apartment And The Properties Appurtenant thereto or any part thereof through under or in trust for the Vendors, shall and will, from time to time and at all times hereafter at the request and cost of the Allottee/Purchaser s,. 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/Purchaser s in the manner as aforesaid as shall or may be reasonably required.
- g) Initially the Promoter shall look after the Maintenance and for this purpose the Allottee/Purchaser s shall pay to the

Promoter 'Supervision Charges' calculated @ 15% on total CAM (Common Area Maintenance) Cost per month for looking after the maintenance of the Project.

- h) The Promoter, after completion of the building and sale of such number of units/apartments as may be decided by the Promoter in its absolute discretion, shall pursuant to Section 17 of the Said Act hand over the maintenance of the building and convey the undivided proportionate share in the common areas to a Holding Organization formed by the Promoter within a reasonable time, to which Maintenance Organization, the Allottee/Purchaser will become the member after execution of Sale-Deed in his favour. On such handing over, the Promoter after deducting its dues and claims if any, shall hand over the maintenance deposit of the various unit owners to such Association/Holding Organization. The PROMOTER shall give a notice of handover of the project and the Maintenance Association shall within a period of 30 (thirty) days thereof take the handover of the Project. Failure on the part of the Maintenance Association in taking the handover the Project shall attract penalty in the form of supervision charges, which shall be payable by the Allottee/Purchaser s, amounting to 25% of total CAM Cost per month from the

expiry of the above period of 30 (thirty) days till the date of taking the handover of the Project.

- i) THAT the vendors and each one of them do hereby further covenant with the Allottee/Purchaser that unless prevented by fire or some other irresistible force, they shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee/Purchaser, produce or cause to be produced to the Allottee/Purchaser or to its/his/her attorney/s or agents at or before any trial examination or commission for inspection or otherwise as occasion may arise, the title deeds in connection with the said Premises and also shall at the like request and costs of the Allottee/Purchaser deliver to the Allottee/Purchaser such attested or other true copies or extracts therefrom as the Allottee/Purchaser s may require and will in the meantime unless prevented as aforesaid keep the same un-obliterated and un-cancelled.

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

- (a) That the Allottee/Purchaser s and all other persons deriving title under it/his/her shall and will at all times hereafter shall

observe the restrictions regarding the uses set forth in the SIXTH SCHEDULE hereunder written.

- (b) THAT the Allottee/Purchaser shall at all times hereafter (from the date of notice for possession) regularly and punctually make payment of all the municipal rates and taxes and other outgoings including cess, multi-storied building tax, Water tax, Urban Land Tax, if any, and other levies impositions and outgoing including maintenance charges which may from time to time be imposed or become payable in respect of the said Unit/Designated Apartment and proportionately for the new building as a whole and for the common parts and portions.
- (c) The Allottee/Purchaser shall within six months from the date of execution of these presents shall apply for and obtain mutation of its/his/her name as the owner of the said unit from the Kolkata Municipal Corporation and shall also obtain separate assessment of the said unit and so long the said unit is not separately assessed the Allottee/Purchaser shall pay the proportionate share of the assessed municipal tax and other taxes and impositions payable in respect of the New Building, such amount to be determined in its absolute discretion by the Promoter and upon formation of the

Association by such Association/Society/Maintenance Company.

- d) The Allottee/Purchaser(s) or any one claiming through its undertakes not to do any act deed or thing which may present or delay in completion of projects or obtaining completion of the projects or obtaining completion certificate. The Allottee/Purchaser(s) aware that completion certificate has not yet been received and this registration was made at the request of the Allottee/Purchaser (s) only.
- e) The Allottee/Purchaser shall neither use nor transfer any other space, portion and common portion other than the flat, space, common portion and common right only being transferred by the OWNERS herein in favour of the ALLOTTEE/PURCHASER vide this Deed of Conveyance mentioned in the Second schedule and proportionate right of user as mentioned in the Fourth schedule. The Allottee/Purchaser has no right, title, interest and claim in respect of other spaces.

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

After completion of the execution and registration of the Deed of Conveyance in favour of the Allottee/Purchaser, the Allottee/



Purchaser may deal with or dispose of or assign or alienate the said Unit/Designated Apartment subject to the following conditions:

- a) Pursuant to Section 17 of the said Act and at the instance of the Allottee/Purchaser, the Association shall be conveyed the undivided proportionate share in the Common Area.
- b) the Allottee/Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect. It is clarified that the Promoter has handed over the Common areas to the Association.
- c) The said Unit/Designated Apartment shall be impartible, indivisible and in one lot, and the same shall not and cannot be partitioned in case of sale of the said Unit/Designated Apartment in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.
- d) The proportionate share of the Allottee/Purchaser in respect of any matter referred to under this Conveyance

shall be such as may be determined by the Promoter and the Allottee/Purchaser agrees and undertakes to accept the same notwithstanding there being minor variations;

- e) The said project shall always be known as “NATURAL CITY LAKETOWN” and the Allottee/Purchaser undertakes not to change the name at any point of time.
- f) The right of the Allottee/Purchaser regarding the Undivided Share shall be variable depending on further/additional constructions and development, if any, that may be made by the Promoter from time to time in future and the Allottee/Purchaser hereby consents to the same. Any such variation shall not affect the Agreed Consideration and no claim or objection can or shall be raised regarding the same by the Allottee/Purchaser under any circumstances including in the event of reduction of the proportionate share of the Allottee/Purchaser in the Land and the Common Portion.
- g) The Promoter shall be entitled to erect, maintain and/or to permit and/or grant rights to outside/third parties to erect and maintain hoardings, display-signs, communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas etc. on the roofs of the Buildings and/or other areas in the Buildings

and/or the Premises without being required to pay any charges for the same to the Unit/Designated Apartment Owners or anyone claiming through them. Neither the Unit Owners (including the Allottee/Purchaser) nor the Association nor any other entity shall be entitled to object or to hinder the same in any manner whatsoever.

- h) Any subsequent transfer of the said Unit/Designated Apartment by the Allottee/Purchaser shall not be in any manner inconsistent with this Deed of Conveyance and the covenants contained herein and/or in the Deed of Conveyance, shall run with the said Unit/Designated Apartment and/or subsequent transfer. The person(s) to whom the Allottee/Purchaser may transfer/alienate the said Unit/Designated Apartment, shall enter into a Deed of Adherence for being bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Allottee/Purchaser by law and/or by virtue of this Deed of Conveyance.
- i) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges and other taxes etc. relating to the said Unit/Designated Apartment payable to the Promoter or the Maintenance Agency/ Association and the Municipal Corporation are duly paid

by the Allottee/Purchaser in full prior to the proposed transfer/alienation by the Allottee/Purchaser. Such dues, if any, shall in any event, run with such proposed transfer.

- j) At or before entering into these presents the Allottee/Purchaser s has made itself/herself/himself aware that the said Unit/Designated Apartment is a part of the residential complex of the said new building and the Allottee/Purchaser s agree to maintain the decency of the said NEW BUILDING and shall not do any act deed or thing nor permit any act deed or thing to be done which is likely to adversely affect the decency of the said residential complex.

**VI. AND THE ALLOTTEE/PURCHASER DO HEREBY FURTHER AGREE AND COVENANT WITH THE OWNERS/VENDORS AND PROMOTER AND EACH ONE OF THEM RESPECTIVELY** as follows:-

- i) The Allottee/Purchaser has already entered into a COMPLEX MANAGEMENT with the Promoter and the “Maintenance Company” and hereby agrees and undertakes to abide by all the rules and regulations as laid down in the said Agreement.

- ii) The said Unit/Designated Apartment is ready for delivery for possession. The Promoter shall issue a 15 days' notice to the Allottee/Purchaser calling upon the Allottee/ Purchaser to take possession of the said Unit/Designated Apartment upon making payment of all dues complying with all other outstanding obligations of the Allottee/Purchaser at the relevant time.
  
- iii) The Allottee/Purchaser shall be liable to pay proportionate monthly common expenses and corporation taxes from the expiry of the period of notice of possession as mentioned above. In the event of the Allottee/Purchaser not taking over possession of the said Unit/Designated Apartment within the time as mentioned in the said notice, the Allottee/Purchaser shall become liable, with effect from the date of expiry of the period of such notice, to pay proportionate common expenses, and also a fine/guarding charge of Rs.20,000/- per month up to the date of actual physical possession by the Allottee/Purchaser herein. However, the Promoter at its discretion can provide a maximum relief of six months from levy of the guarding charges if there is sufficient genuine reason for the delay on the Allottee/Purchaser 's part.
  
- iv) Subject to the entitlement of the Promoter and as per provisions of the Act the Allottee/Purchaser(s) hereby records

his/their consent that the Vendors/Promoter shall be entitled to all future vertical and horizontal exploitation of the Buildings and/or the Premises by way of additional/further construction or otherwise on any part of the Land comprised in the Premises and/or raising of any additional floors/stories /construction over the roofs of the buildings and shall at their absolute discretion be entitled to make from time to time additions or alterations to the building and/or the Common Portions and shall be entitled to deal with and dispose of any or all of the above in any manner whatsoever. The Allottee/ Purchaser shall not be entitled to raise any objection, hindrance or claim in respect of the same.

**THE FIRST SCHEDULE ABOVE REFERRED TO :**

**Details of the Land**

**ALL THAT** a portion of land measuring 14 Bigha 11 Kottah more or less out of total Land situated at Mouza Dhakindari owned by the legal heirs of (1) Girija Bhushan Mitra, (2) Kanailal Mitra, (3) Sunit Kumar Mitra and (4) Chandra Sekhar Mitra in J.L. No. 25, Touzi No. 9 within the South Dum Dum Municipality, P.S. Lake Town, North 24-Parganas, L.R. Dag Nos. 876, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 946, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 970/1009, 917/1010, 921/1012, 972/1011, 1203/4615 etc., comprising of L.R. Khatian No.

90, 137, 171, 662 having an area of 6.4607 Acres as recorded in L.R.

Records of Rights and butted and bounded as follows : -

**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 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 (including Balcony) of \_\_\_\_\_ Square Feet more or less on the \_\_\_\_\_ floor of the Tower \_\_\_ 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:**  
**Specification Amenities Common Areas and Installations**  
**(which are part of the Project)**

**Common Portions**

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

- a) The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
- b) Drains and sewers from the premises to the Municipal Duct.
- c) Water sewerage and drainage connection pipes from the Flats to drains and sewers common to the premises.
- d) Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
- e) The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
- f) Boundary walls of the premises including outer side of the walls of the building and main gates.
- g) Fire pump and motor with installation.
- h) Tube well water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
- i) Transformer if applicable electrical wiring meters and fittings and fixtures for lighting the staircase lobby and



other common areas (excluding those as are installed for any particular Flat) and spaces required therefore.

- j) Windows/doors/grills and other fittings of the common area of the premises.
- k) Generator its installations and its allied accessories.
- l) Lifts and their accessories installations and spaces required therefore.
- m) Such other common parts areas equipments installations fixtures and fittings covered and open space in or about the said Premises and/or the building as are necessary for passage to or use and occupancy of the Flats as are necessary.

#### Common Amenities

- a) Landscaped Garden
- b) Community Hall
- c) Club House
- d) Gym / Health Club
- e) Children play Area
- f) Joggers Track in Open Space
- g) Well-Lit-Roads, cemented road
- h) Block wise 2 Automatic Lift
- i) Surveillance System
- j) Round the clock Security

k) Back-up-Generator as mention

l) Fire Fighting System

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

(Easements, Quasi-easement and Privileges Reserved)

The under mentioned rights easements and quasi-easements privileges and appurtenances shall be reserved for the Vendors and Promoter and/or the society.

1. The right to use the common passage (excluding open Car Parking Space) for free ingress to and egress from Road.
2. The right of passage in common with the Allottee/Purchaser s/s and other person or persons as aforesaid of electricity, water and soil from and to any part other than the said unit or parts or the said building through pipes, drains, wires conduits, lying or being in under through or over the said unit so far as may be reasonably necessary for the beneficial use and occupation of the other part or portions of the said building for all purpose whatsoever.
3. The right of protection for other portion or portions of the said constructed building by all parts of the said unit as far as they now protect become vested which shall not be disturbed by the Allottee/Purchaser s/s by means of structural alterations to the said unit or otherwise in any manner to lesson or diminish the support at present enjoyed by other part or parts of the said building.
4. The right by the Vendors and/or occupier or occupiers of any the part or parts of the building for the purpose of ingress and egress including the front entrances, staircase electrical installations open and covered space and other common passages or paths of the said building.

5. The right of vendors with or without workmen and necessary materials to enter from time to time upon the said unit for the purpose of repairing so far as may be necessary for such pipes, sanitation, drains wires, cables walls, roofs and conduits lights as aforesaid **PROVIDED ALWAYS** the vendors and other person or persons shall give to the Allottee/ Purchaser/s twenty-four hours prior notice in writing of their intention for such entry as aforesaid.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

(Covenants and Restrictions)

1. Not to physically sub-divide the said Unit.
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/ Purchaser's enjoyment of the said unit.
3. Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said Unit 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 or in and around the staircase, lobby, landings or other common areas or installations of the Building any goods articles or things including 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 save and except at the places which have been provided in the said unit for such installation.
7. Not to do or cause anything to be done in or around the said Unit which may cause or intend to cause or tantamount to cause or affect any damage to any flooring or ceiling of the said unit or adjacent to the said unit 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 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 or grill box or ledge or cover or any other apparatus protruding outside the exterior of the said Unit which in the opinion of the Vendor 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 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 structural addition and/or alteration such as beams, columns, partition walls, etc. except with the prior approval in writing of the Vendors and/or Promoter with the sanctioned of the concerned authorities.
12. Not to commit or permit to be committed any alteration or charges in pipes, conduits, cables and other fixtures and fittings surviving the other flats in the building.

13. The Allottee/Purchaser/s shall not fix or install any antenna on the roof or terrace of the said building.
14. Not to use the said unit 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 neighboring 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 and 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.
15. Not to let out or part with possession of the parking space if so agreed to be acquired by the Allottee/Purchaser, independent of the said flat and not to use the parking space or permit the same to be used for any purpose whatsoever other than parking car.
16. 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.
17. 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.
18. No name writing, letter box, drawing sign board plate neo-sign board or placard of any kind shall be put on in any window on the exterior of the said unit or on the outside wall of the Buildings so as to be visible from outside the said unit. Save at the place as be approved or provided by the Promoter Provided however nothing contained herein shall prevent the

Allottee/Purchaser to put a decent name plate on the outface of the main door of the said flat or unit.

19. No cloths or other articles shall be hung or exposed outside the said unit nor there 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. In the event of such cloths, articles or things being hung or exposed the Society 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.
20. No animals or pets which may cause annoyance to any other owner/occupiers of the other unit in the said building shall be kept in the said unit.
21. The Project contains open, basement 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.
22. 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.

23. 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 Kolkata Municipal Corporation and upon complying with the applicable provisions of the Act and/or Rules.
24. 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.
25. 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 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.
26. 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.

27. 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.
28. Save the said Unit the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units 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.

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-owners/occupiers of the said Premises of the Common Areas Installations and Facilities comprised in such adjoining/ contiguous property.

29. The ownership and enjoyment of the Designated Apartment by the Allottee shall be Subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules as stipulated hereto.
30. The Allottee shall be and remain responsible for and indemnify the Owner and the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Premises or any other part of the New Building/s or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owner and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owner and the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.
31. In case any mechanical parking system is installed at any place in the said Premises, the same shall be managed maintained and upkept by and at the costs and expenses of the allottee thereof.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**  
**(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) 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.

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 EIGHTH SCHEDULE ABOVE REFERRED TO**  
**(Devolution of Title)**

**Short Description of title of Premises No. 1204 Dhakhindari Road, Kolkata-700048, District North 24-Parganas.**

- A. One Girija Bhusan Mitra, was the full and absolute owner of **All That 2.6195 Acres** of land comprised in several Dags as noted below, corresponding to L.R. Khatian No.137, Sabek Khatian No.612, in Mouza Dhakhindari, J.L.No.25 of the South Dum Dum Municipality, P.S. Lake Town, North 24-Parganas:
- B. After the death of the said Girija Bhusan Mitra on 11<sup>th</sup> April 1979, the Owners herein, being his sons and only heirs and legal representatives, inherited and acquired the said Premises in equal undivided shares.

- C. By a Development Agreement dated 14<sup>th</sup> September, 2016 made by and between (1) Amitava Mitra, (2) Partha Sarathi Mitra, both are sons of Late Girija Bhusan Mitra, therein jointly referred to as the Owners of the One Part and M/s. Jagannath Heights Private Limited, therein referred to as the Developer of the Other Part, duly registered in the Office of the Additional Registrar of Assurances IV, Kolkata in Book No. I, Volume No. 1904-2016, pages from 328193 to 328277 being No. 190408816 for the year 2016 in respect to the All That 2.6195 Acres of Land comprised in several Dag Nos. corresponding to L.R. Khatian No. 137, Sabek Khatian No. 612 in Mouza – Dhakhindari, J.L. No. 25 of South Dum Dum Municipality, P.S. Lake Town, North 24-Parganas.
- D. One Kanai Lal Mitra, a Hindu inhabitant governed by Dayabhaga Bengal School of Hindu Law, son of Late Satish Chandra Mitra, owned and possessed several Dags of the Schedule mentioned land area. Subsequently the said Kanai Lal Mitra recorded his name for the above mentioned land area in the office of Block Land and Land Reform Office, North 24-Parganas. After the death of said Kanai Lal Mitra who died intestate on 17<sup>th</sup> January, 2014, his wife Smt. Aloka Mitra and two sons Sri Tirthankar Mitra and Sri Dipankar Mitra collectively inherited his all properties including the land area comprising of various Dag Nos. measuring 1.0729 Acre each one having undivided 1/3<sup>rd</sup> share in the said property.
- E. That Sri Dipankar Mitra, Smt. Aloka Mitra and Sri Tirthankar Mitra were seized and possessed of and/or otherwise well and sufficiently entitled to as the sole and absolute owners of **ALL THAT** the piece and parcel of land measuring an area of **1.0729 Acres**, comprised in several L.R. Dags corresponding to L.R. Khatian numbers in Mouza Dhakhindari, J.L. No. 25 of the

South Dum Dum Municipality, P.S. Lake Town, North 24-Parganas, absolutely and forever.

- F. By a Development Agreement dated 1<sup>st</sup> September, 2016 made by and between (1) Smt. Aloka Mitra, wife of Late Kanai Lal Mitra and (2) Sri Tirthankar Mitra, son of Late Kanai Lal Mitra, therein jointly referred to as the Owners of the One Part and M/s. Jagannath Heights Private Limited, therein referred to as the Developer of the Other Part, duly registered in the Office of the Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2016, pages from 370019 to 370099 being No. 190409865 for the year 2016 in respect to the All That undivided 2/3<sup>rd</sup> share of total 1.0729 Acres of Land equivalent to 0.7153 Acres comprised in several Dags mention therein, corresponding to L.R. Khatian Numbers in Mouza – Dhakhindari, J.L. No. 25 of South Dum Dum Municipality, P.S. Lake Town, North 24-Parganas.
- G. By a Development Agreement dated 1<sup>st</sup> October, 2016 made by and between Sri Dipankar Mitra, son of Late Kanai Lal Mitra, therein referred to as the Owner of the One Part and M/s. Jagannath Heights Private Limited, therein referred to as the Developer duly registered in the Office of the Registrar of Assurances – IV, Kolkata in Book No. I, Volume No. 1904-2016, Pages from 370228 to 370305 being No. 190409881 for the year 2016 in respect to All That undivided 1/3<sup>rd</sup> share of total 1.0729 Acres of Land equivalent to 0.3576 Acres comprised in several L.R. Dag Nos. mention therein, corresponding to L.R. Khatian Numbers in Mouza – Dhakhindari, J.L. No. 25 of South Dum Dum Municipality, P.S. Lake Town, North 24-Parganas.
- H. One Sunit Kumar Mitra, was the full and absolute owner of **All That 0.9419 Acres** of land comprised in several Dags as mention therein corresponding to R.S. Khatian numbers in R.S.

Dag numbers in Mouza Dhakhindari, J.L. No. 25 of the South Dum Dum Municipality, P.S. Lake Town, North 24-Parganas, absolutely and forever.

- I. After the death of the said Sunit Kumar Mitra on 16<sup>th</sup> November 1989, who died intestate, Smt. Krishna Rani Mitra and Subhendu Mitra, being his wife and son are only heirs and legal representatives, inherited and acquired the said Premises in equal undivided shares.
  
- J. By a Development Agreement dated 1<sup>st</sup> September, 2016 made by and between (1) Smt. Krishna Rani Mitra, wife of Late Sunit Kumar Mitra and (2) Sri Subhendu Mitra, son of Late Sunit Kumar Mitra, therein jointly referred to as the Owners of the One Part and M/s. Jagannath Heights Private Limited, therein referred to as the Developer of the Other Part, duly registered in the Office of the Additional Registrar of Assurances IV, Kolkata in Book No. I, Volume No. 1904-2016, pages from 369940 to 370018 being No. 190409864 for the year 2016 in respect to the All That piece and parcel of land measuring an area of 0.9419 Acres of Land comprised in several Dag Nos. as mention therein, corresponding to R.S. Khatian No. in R.S. Dag Nos. in Mouza – Dhakhindari, J.L. No. 25 of South Dum Dum Municipality, P.S. Lake Town, North 24-Parganas.
  
- K. One Chandra Sekhar Mitra, a Hindu inhabitant governed by Dayabhaga Bengal School of Hindu Law, son of Late Satish Chandra Mitra, owned and possessed several Dags of the Schedule mentioned land area. Subsequently the said Chandra Sekhar Mitra recorded his name for the above mentioned land area in the office of Block Land and Land Reform Office, North 24-Parganas. After the death of said Chandra Sekhar Mitra who died intestate on 04.06.2000, leaving behind his wife Smt. Satu Rani Mitra and three sons Sri Swapan Kumar Mitra, Sri

Subrata Mitra and Sri Sandip Kumar Mitra as his only heirs and legal representative who collectively inherited his all properties including the land area comprises of various Das Nos. measuring 1.2007 Acre. Subsequently the said Satu Rani Mitra, wife of Late Chandra Sekhar Mitra died intestate on 20.12.2010 leaving behind her three sons Sri Swapan Kumar Mitra, Sri Subrata Mitra and Sri Sandip Kumar Mitra as her only heirs and legal representative who collectively inherited all properties including the land area comprises of various Dag Nos. measuring 1.2007 Acre each one having undivided 1/3<sup>rd</sup> share in the said property.

- L. Thus Sri Swapan Kumar Mitra, Sri Subrata Mitra and Sri Sandip Kumar Mitra were seized and possessed of and/or otherwise well and sufficiently entitled to as the absolute owners **ALL THAT** the piece and parcel of land measuring an area of **1.2007 Acre**, comprised in several R.S. Dags, corresponding to R.S. Khatian numbers in Mouza Dhakhindari, J.L. No. 25 of the South Dum Dum Municipality, P.S. Lake Town, North 24-Parganas, absolutely and forever.
- M. By a Development Agreement dated 25<sup>th</sup> October, 2016 made by and between (1) Sri Swapan Kumar Mitra, (2) Sri Subrata Mitra and (3) Sri Sandip Kumar Mitra, all are sons of Late Chandra Sekhar Mitra, therein collectively referred to as the Owners and M/s. Jagannath Heights Private Limited, therein referred to as the Developer, duly registered in the Office of the Additional Registrar of Assurance – IV, Kolkata in Book No. I, Volume No. 1904-2016, Pages from 380882 to 380950 being No. 190410288 for the year 2016 in respect to All That undivided 1.2007 Acres of Land comprised in several Dag Nos. corresponding to R.S. Khatian Numbers in Mouza – Dhakhindari, J.L. No. 25 of South Dum Dum Municipality, P.S. Lake Town, North 24-Parganas.

- N. The plans for construction of the said Buildings has been sanctioned by the South Dum Dum Municipality vide Building Permit No. 540 dated 25.09.2017 and as modified on \_\_\_\_\_

**THE NINTH 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 Designated 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 Designated 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 Designated 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 Designated 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 Community Hall for hosting his private functions or ceremonies, if permitted by the Promoter or the Maintenance In-Charge in writing and the Promoter or the Maintenance In-Charge shall be at liberty to refuse the same without assigning any reason thereof.
- 5. The use of the Common Areas including but not limited to the recreation Facility shall be done by the Allottee using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas (including the Club Facility) and appoint agencies for maintenance of the same. The Allottee shall not hold the Owners or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any recreation other Facilities by the Allottee or his family members or any other persons. In doing and carrying out the said fit out works, the Allottee shall be obliged to adhere to the following :

6. Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation or water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
7. Not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
8. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated 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 Designated 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 Designated Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
10. Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or

changes in the Designated Apartment or in the beams, columns, pillars of the Said Buildings passing through the Designated 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 Units 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 Designated apartment then the same shall be a right appurtenant to such Designated apartment and the right of use and enjoyment thereof shall always travel with such Designated 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 Designated 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 Designated Apartment or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Designated 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 units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Designated Apartment in the Buildings in good and

substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Buildings and not to do or cause to be done anything in or around their respective units 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 units. 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 units 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 Designated 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 Designated 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 Designated 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 Designated Apartment free from all hazards relating to fire.
22. To keep the Designated 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 in the Project in good and substantial repair and conditions so as to support shelter and protect the other units/parts of the Said Buildings and not to do or cause to be done anything in or around the Designated 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 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 Designated Apartment and any other Unit 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 Designated 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, Kolkata Municipal Corporation, CESC Limited, Fire Service Authorities, Pollution Control Authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated 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(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 Shamianas etc.
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 Designated Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.
34. To allow and permit the Promoter the following rights and authorities : -
  - i) The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the Owners, suppliers and providers of

facilities including but not limited to setting upon 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 there from by the Owners/suppliers/service provider) against applicable charges and terms and conditions there for. 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 Designated Apartment and Appurtenances directly to the Kolkata Municipal Corporation and any other appropriate authority Provided That so long as the Designated 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 Designated 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 Designated 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 Designated 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 units, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units 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 units 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 Designated 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 Designated 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 Designated 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 units 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 units, 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 7<sup>th</sup> 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 Designated 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-fulfillment 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 have set and subscribed their hands and seals on the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED**

by the **VENDORS/OWNERS** at the  
Kolkata in the presence of:

- (1) **SRI PARTHA SARATHI MITRA;**
- (2) **SRI AMITAVA MITRA;**
- (3) **SRI TIRTHANKAR MITRA;**
- (4) **SMT. ALOKA MITRA;**
- (5) **SRI DIPANKAR MITRA;**
- (6) **SMT. KRISHNA RANI MITRA;**
- (7) **SHRI SUBHENDU MITRA;**
- (8) **SHRI SWAPAN KUMAR MITRA;**
- (9) **SHRI SANDIP KUMAR MITRA;**
- (10) **SHRI SUBRATA MITRA**

All by their Constituted Attorney

**(MANISH KUMAR SHARMA)**

**SIGNED SEALED AND DELIVERED**

by the **ALLOTTEE/PURCHASER (S)**  
at Kolkata in present of :



**SIGNED SEALED AND DELIVERED**

by the **PROMOTER** at Kolkata

in present of :

**M/S. JAGANNATH HEIGHTS PRIVATE  
LIMITED  
Director**

**(MANISH KUMAR SHARMA)**

As per Xerox copy of the document supplied by the parties and believing upon the documents and as per instruction of Allottee/Purchaser (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 within named  
Allottee/Purchaser the within mentioned sum  
of **Rs.**\_\_\_\_\_/- (Rupees

\_\_\_\_\_  
\_\_\_\_\_) only being the  
full consideration money as per memo below :-

**Rs.** \_\_\_\_\_/-

**MEMO OF CONSIDERATION**

By Various Cheques

**Rs.** \_\_\_\_\_/-

-----  
**Rs.** \_\_\_\_\_/-

=====

(Rupees \_\_\_\_\_)  
only

**WITNESSES:**

1.

2.



**DATED THIS DAY OF , 2018**

**BETWEEN**

**PARTHA SARATHI MITRA & ORS.  
....VENDORS/OWNERS**

**AND**

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

**AND**

**M/S. JAGANNATH HEIGHTS  
PRIVATE LIMITED  
..... PROMOTER**

**I N D E N T U R E**

**AWANI KUMAR ROY,**  
Advocate  
10, Kiron Shankar Roy Road,  
Kolkata -700 001.