

DEED OF SALE

THIS DEED OF SALE is made on this day of, 2026 **BETWEEN**

(1) SRI SANDEEP KUMAR PADIA, son of Sri Hari Ram Padia, by faith Hindu, by occupation Business, having its (PAN. AFTPP6003L), (Aadhaar No. 2343 5856 4197) residing at 2H, N.S. Road, Shantinagar Colony, BLDG No.13, Flat No-403, 4th floor, P.O & P.S Liluah- Howrah-711204 **(2) SRI ADITYA KUMAR RUNGTA**, son of Late Moti Lal Rungta, by faith Hindu, by occupation Business, having its (PAN-ADIPR7930H), (Aadhaar No.5652 3430 4319) residing at 105/1, Bidhan Nagar Road, Block -D. Flat Nos. D-405 and 406, Police Station Maniktalla, Kolkata -700067, hereinafter collectively and jointly called and referred to as the hereinafter collectively called and referred to as the "**OWNERS/VENDORS**" being represented by their true and lawful constituted attorney **N.B. HIGHRISE PRIVATE LIMITED** (PAN NO. AADCN8839N) having it office at 2, N.S. Road, Liluah, Howrah-711204 previously at 10/19, Guha Road, P.S- Ghosuri, P.S- Belur, Howrah-711107 represented by one of its director **LALIT KUMAR GOYAL** (PAN- AENPG8120N) (Aadhaar No. 2244 9188 4823) son of Sri Bajrang Lal Agarwal of GC-31 Sector-3, Saltlake, Bidhannagar (M), North 24 PGNS, WB-700106 (which term and expression shall unless excluded by and/or repugnant to the subject or context be deemed to mean and include their respective legal heirs, successors, representatives, nominees, executors, administrators and assign of the "**FIRST PART**").

AND

N.B. HIGHRISE PRIVATE LIMITED (PAN NO. AADCN8839N) having it office at 2, N.S. Road, Liluah, Howrah-711204 previously at 10/19, Guha Road, P.S- Ghosuri, P.S- Belur, Howrah-711107 represented by one of its director

N. B. HIGHRISE PVT. LTD

 Director

LALIT KUMAR GOYAL (PAN NO. AENPG8120N) (Aadhaar No. 2244 9188 4823) son of Sri Bajrang Lal Agarwal of GC-31 Sector-3, Saltlake, Bidhannagar (M), North 24 PGNS, WB-700106 hereinafter jointly called and referred to as the "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective Successor-in-office, legal representatives and assigns) of the "**SECOND PART**

AND

MR. son of (PAN.....) (Aadhaar No.....)y by occupation-, by faith Hindu, by Nationality Indian and are presently residing at, hereinafter jointly referred to and called the "**PURCHASER**" (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 assignees) of the "**THIRD PART**".

WHEREAS one Ganpatram Kayan and one Ramnarain Kayan were the Owners being seized and possessed of all that piece and parcel of land under Mouza Liluah, Police Station Bally, at present Liluah, District Howrah in R.S. Dag nos. 2342, 2347, 2343 & 2348, R.S. Khatian nos. 1083 & 4115, J.L. no 12 being premises No. 2, Kumar Para Lane, within Bally Municipality and enjoying the right, title and interest thereof free from all sorts of encumbrances, liens, lispenses, demands, claims, hindrances, attachments, debts, and requisitions whatsoever and, without any obstruction and disturbances in any manner whatsoever.

AND WHEREAS by a Deed of Partition dated 9th March, 1949 made between the said Ramnarain Kayan and the heirs of the said Ganpatram Kayan in respect various properties and consequently the said Premises No. 2, Kumar Para Lane, Liluah Howrah was allotted to Ramnarain Kayan.

AND WHEREAS the said Ramnarain Kayan died intestate on 16th day of March, 1960 leaving behind him surviving his widow and three sons namely Mani Devi Kayan, Jamnadhhar Kayan, Kesho Prasad Kayan and Biswanath Kayan as his legal heirs and successors and thus they became the joint Owners of the said Premises No. 2, Kumar Para Lane, Liluah Howrah as per the Law of inheritance.

AND WHEREAS the said Biswanath Kayan and Smt. Mani Devi Kayan, by an indenture of Sale dated 8th day of August, 1966 transferred and conveyed their undivided 1/2 share of land out of the total land measuring about 5 Bighas 3 Cottah 5 Chittaks in premises no. 2. Kumar Para Lane, Mouza - Liluah, within Bally Municipality, P.S. Bally (old), Dist. Howrah, to one Shree Vishnu Rolling Mills against valuable consideration mentioned in the said deed and the said Sale Deed was registered in the office of the Registrar of Assurance Calcutta and recorded the same in Book No. I, Volume No. 127, Pages 207 to 214 Being No. 4248 for the year 1966 and by virtue of the said purchase the aforesaid Shree Vishnu Rolling Mills became the absolute Owners and possessor of the said property by purchase.

AND WHEREAS the said Jamnadhhar Kayan, Kesho Prasad Kayan, by an Indenture of Sale dated 6th day of August, 1966 also sold, transferred and conveyed their undivided 1/2 share of land out of the land measuring about 5 Bighas 3 Cottahs 5 Chittaks of premises no. 2, Kumar Para Lane, Mouza-Liluah, within then Bally Municipality, P.S. Bally (old), Dist. Howrah, to and in favour of said Shree Vishnu Rolling Mills against valuable consideration mentioned in the said Deed and the said Sale Deed was registered in the office of the Registrar of Assurance Calcutta and recorded the same in Book No. I, Volume No.100, Pages 283 to 290 Being No.4237 for the year 1966 and by virtue of the said purchase the aforesaid Shree Vishnu Rolling Mills became the absolute Owners and possessor of the said property by purchase.

AND WHEREAS by the aforesaid two deeds of sale, said Shree Vishnu Rolling Mills became the sole and absolute Owners of all that piece and parcel of land hereditaments and premises measuring 5 Bighas 3 Cottalis 5 Chittaks of Mouza -Liluah, Police Station Bally, at present Liluah, District Howrah in R.S. Dag nos. 2342, 2347, 2343 & 2348, R.S. Khatian nos.1083 & 4115. J.L. No. 12 being Premises No. 2, Kumar Para Lane, Liluah Howrah within Bally Municipality.

ANDWHEREAS Shree Vishnu Roiling Mills now seized and possessed and/or sufficiently entitled to ALL THAT piece and parcel of land about an area a little more or less 5 Bighas 3 Cottahs 3 Chittaks lying Mouza - Liluah, Police Station Bally, at present Liluah, District Dag nos. 2342, 2347, 2343 & 2348 Khatian nos. 1083 & 4115, J.L. no. 12 being Premises No. 2, Kumar Para Lane, Liluah, Howrah within Bally Municipality, which is described in the Schedule "A" there under written and enjoying its right title and interest hereof free from all sorts of encumbrances, charges, demands, claims, hindrances, attachments, debts, dues, and requisitions without any obstruction disturbances in any manner whatsoever.

AND WHEREAS Shree Vishnu Rolling Mills therein agreed to sell and Purchasers therein that is the Vendors herein agreed to purchase a portion of land measuring an area a little more or less 6835 Sq.ft is equivalent to 9.49 Cottahs lying and situated at Mouza Liluah, Police Station- Bally, at present Liluah, District Howrah in R.S. Dag nos. 2347 admeasuring an area about 6835 sq.ft under R. S. Khatian nos. 1083 & 4115 (old) 6900 (new) J.L. no. 12 being Premises No. 2, Kumar Para Lane, along, with right to use and enjoy common passage within the Bally Municipality more fully described in the **SCHEDULE "B"** thereunder out of ALL THAT a piece and parcel of land measuring an area a little more or less 5 Bighas 3 Cottahs 5 Chittaks lying and situated at Mouza Liluah, Police Station Bally, at present Liluah, District Howrah in R.S. Dag nos.

2342, 2347, 2343 & 2348, R.S. Khatian nos. 1083 & 4115 (old) 6900 (new), J.L. no. 12 being Premises No.2, Kumar Para Lane, within the Bally Municipality, for a valuable consideration free from all sorts of encumbrances, charges., liens. Lispendense, Demands claims hindrances, attachments, debts, dues, acquisitions and requisitions without any obstruction, disturbances in any manner whatsoever by virtue of a Sale Deed being No, 04410 for the year 2013 executed and registered at the office of the A. R.A- I, Kolkata and delivered khas possession thereof in favour of the present Vendors herein, which hereinafter referred to as the said property more fully described in the FIRST SCHEDULE hereunder.

AND WHEREAS the Owners/Vendors intended to construct residential building on their Schedule land has entered into an Development Agreement dated 23.8.2017 with the DEVELOPER duly registered in the office of the ADSR - Howrah and recorded in Book No - I, Volume No - 0502-2017, Pages 153458 to 153507 being no - 050205213 for the year 2017 hereinafter called and referred to as the **Principal Development Agreement**, followed by Development Power of Attorney dated 01.09.2017 duly registered in the office of the ADSR - Howrah and recorded in Book No - I, Volume No - 0502-2017, Pages 162708 to 162729 being no-050205473 for the year 2017, hereinafter referred to as the said **Principal Development Power of Attorney**.

AND WHEREAS the said development agreement however become nonest due to efflux of time and thereafter on 6th day of July 2023 a supplementary development agreement held in between the parties which has been registered before the office of A.D.S.R - Howrah and recorded in Book No - I, Volume No - 0502-2023, Pages 224165 to 224182 being no - 050207202 for the year 2023 hereinafter called and referred to as the **Supplementary Development Power of Attorney**,

AND WHEREAS apart from holding No.2, Kumar Para Lane, Liluah Howrah there are other four plots of land within self same vicinity which known and numbered as holdings No.2/A, 2/B, 2/C and 2/D Kumar Para Lane, Liluah Howrah and more precisely all five plot of land though they have their separate entity but comprised in a common boundary wall as well as common egress and ingress.

AND WHERAEAS for proper and efficient use and enjoyment of all these (Five) plots of land the owners of land holders have also engaged a common promoter/Developer and the Developer for the purpose of undertaking development of the said Housing Project the Developer/Seller divided the said five Premises including the holding No.2, Kumar Para Lane, Liluah Howrah into several parts according to their existence for raising the various buildings/blocks to form part of the said Housing Project is to be commonly known as “VRINDAVAN GARDEN”.

AND WHERAEAS the said Residential Area is comprises of various blocks namely Block No. 1 Block No. 2, Block No. 3, Block No. 4, Block No. 5, Block No. 6, Block No.7, Block No.8, Block No.9, Block No.10, and each block/building to comprise of various self contained Flats/units/apartment, other constructed spaces, Car Parking space. Each block shall consists of certain amenities which is to be held and/or enjoyed by the unit holders of each block on payment of maintenance charges as it would be levied by the developer/ maintenance committee.

AND WHERAEAS holding No.2, Kumar Para Lane, Liluah Howrah, which forming the said the said Housing Project is more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written shall have two block viz. Block no. 09.

AND WHERAEAS the Developer has commenced the work of construction of the said Housing Project and the purchaser being desirous of acquiring a Flat/Unit/apartment described in the **SECOND SCHEDULE** hereunder written

forming part of the said Housing Project applied to the developer for allotment of a Flat/Unit/Apartment and in pursuance of the said application/agreement dated the Developer/Seller as well as attorney of the landlords has agreed to sell and transfer and the buyer has agreed to purchase and acquire **ALL THAT the Flat/Unit/Apartment no....., on the floor of the Building being Block no....., containing by estimation Sq.ft. (Super built up area) (be the same a little more or less) and/or Sq.ft. (Built up area) (be the same a little more or less) and/or Sq.ft. (Carpet area) (be the same a little more or less) together with/without Car parking space AND TOGETHER WITH the undivided proportionate share or interest in all common parts portions areas facilities and amenities AND TOGETHER WITH the undivided proportion share in the land comprised underneath the said Building/Block forming part of the said premises appurtenant thereto (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the said FLAT/UNIT/APARTMENT AND THE PROPERTIES APPURTENANT THERETO) for the consideration and subject to the terms and condition hereinafter appearing for total consideration amount Rs...../-(Rupees)**

only for the said flat and Rs...../- for the said car parking space and Purchaser has already paid entire consideration amount, as fully shown in memo of Consideration herein upon such payment the parties herein agreed to have a proper Deed of conveyance hence this indenture exist.

NOW THIS INDENTURE WITNESSETH as follows:-

That in pursuance of the said Agreement and in consideration of the sum of Rs...../-(Rupees)

only for the said flat and Rs...../- for the said one car parking space as total consideration money for the said Residential Flat and car parking space together with undivided proportionate variable impartible share or interest in the land corresponding to the said Residential Flat paid by the Purchaser, to developer the receipt whereof the Developer doth

hereby admit acknowledge and of and from the same and every part thereof release and discharge the purchaser/s and the property hereby intended to be transferred, assigned and assured unto the purchaser in the manner aforesaid and the Owner/Vendor/Developer doth hereby grant, convey, transfer, assured and assigned unto the Purchaser firstly **ALL THAT** the impartible undivided proportionate share or interest of/in the freehold interest held by the Owner/Vendor in the land appertaining to the Premises No.2, Kumar Para Lane, Liluah Howrah (more fully and particularly described in the “**SECOND SCHEDULE**” hereunder written) and **SECONDLY ALL THAT** a Residential **Flat being No. on Floor**, measuring about **..... Sq.ft.** Super built up area and/or sq.ft be the same a little more or less built up area and/or sq.ft be the same a little more or less Carpet area having tiles flooring, of the complex known as “**VRINDAVAN GARDEN**” as fully described in the “**SECOND SCHEDULE**” hereunder written situated at Bally Municipality Premises No.2, Kumar Para Lane, Liluah, District Howrah within the jurisdiction of the office of the District and Additional District Sub-Registrar, Howrah and more fully described in the “**SECOND SCHEDULE**” hereunder written and hereinafter called the said Residential Flat Together with all fittings and fixtures and appurtenances thereto having covenanted that the Purchaser/s to be observed and performed for the benefit and protection of the said building and binding upon the Purchaser/s or the person deriving title of the said Residential Flat as covenant running with land **TO HAVE AND TO HOLD** THE said Residential flat and Car parking hereby sold, granted, transferred and conveyed or expressed or intended so to be every part thereof unto the Purchaser absolutely and forever subject however to the saving exception and reservations herein contained and observance and performance of the covenant, conditions and agreements contained herein and also subject to the payment inter-alia of the service charges or any other sum as may be fixed by the

Association or Owner/ Vendor/Developer herein as the case may be as appearing in “**FOURTH SCHEDULE**” herein or written.

THE OWNER/VENDOR DO HEREBY COVENANT WITH THE PURCHASER as follows:-

- a) That notwithstanding any act, deed, matter or thing whatsoever herein before done committed or knowingly suffered by the Owner/Vendor for the contrary the Owner/Vendor has good right full power and absolute authority to sell, grant, transfer and convey the said Residential Flat and every part thereof unto and to the use of the Purchaser/s in the manner as aforesaid.
- b) That the Purchaser and his successor-in-interest shall and may at all time hereafter peaceably and quietly enter into hold possess occupy and enjoy the said Residential Flat and every part thereof and receive the rents issues and profits thereof without lawful eviction, interruptions, disturbances claims or demands whatsoever from or by the Owner/Vendor or any person or persons claiming from under or in trusts for them.
- c) That the Owner/Vendor and all persons having or lawfully or equitably claiming any estate, right, title and interest whatsoever in the said Residential Flat or any part thereof from under or in trust for the Owner/Vendor shall and will from time to time and at all times hereafter upon every personable request and at the cost of the Purchaser do and execute or cause to be done and executed all such acts, deeds, matters, things and assurances whatsoever for perfectly assuring the said Residential Flat and every part thereof unto and to the use of the Purchaser as shall or may be reasonably required.
- d) That taxes and rates or any other cess relating to the said property and other Urban Taxes including land revenue has not yet been determined by the appropriate authorities including present Bally Municipality up to the date of these presents and any such amount when determined shall be paid by the Purchaser and other unit holders and the same would pay to the Owner/

Vendor/Association/Society so formed from his/her/their respective date or taking possession of her/their respective flats, Parking space etc.,

e) That the Owner/Vendor has no objection whatsoever if the Purchaser/s shall become member of any society/association to be formed by the Owners for the purpose of safe guarding and maintaining all matters of common interest with respect to all common areas and portions in use by all the Co-owners of units in the said building including the lift etc. and for all other common amenities.

AND THE PURCHASER/S DOTH HEREBY COVENANT WITH THE OWNER/VENDOR/DEVELOPER as follows:-

a) That all the dues on account of proportionate Municipal tax shall be paid by the Purchaser/s whenever demanded by the Owner/Vendor/Bally Municipality office/Association of Owners.

b) That the Purchaser/s will not open any additional outlet door or window or affix any other apparatus outside any portion of the said building or close any existing door or window which will change the general outlook of the said building.

c) That the Purchaser/s will keep the Residential Flat and it's concerned partition walls, sewers, drains, pipes and other fittings fixtures and appurtenances thereto belonging in good conditions at his/their own costs and in particular so as to support the structures and protect the other parts of the said building and also the right and interest of the Owner/Vendor and also of the developer in respect of the other portions of the said building.

d) That the Purchaser/s will not do or suffer to be done anything into or to the said unit or to the common portion of the said building which may be contrary to or against the rules regulations and conditions or bye laws of the Bally Municipality or any other authority and shall abide by the laws and be responsible for any breach or misconduct thereof.

- e) That the Purchaser/s will not demolish or cause to be demolished any structure in the said building or any part or portion of the same nor will at any time make or cause to be made any new construction of whatsoever nature in or on the said Residential Flat of the building or any part thereof nor will make any addition or alteration in or to the said Residential Flat or change the outside colour scheme or elevation of the said building and the window projection and other portions of the said building.
- f) That the Purchaser/s shall not make or permit to be made any structural additions alteration or modifications of a permanent nature which will damage the outer wall or cause any obstruction or hindrance or interference in the free ingress or egress into or from the said premises for the Owner/Vendor and other unit holders/ owners.
- g) That the Purchaser/s shall not throw any rubbish or dirt or accumulate the same on the common spaces/portions of the building and shall also not keep any footwear racks, dust bin on the common spaces/portions of the building.
- h) That the proportionate right of the Purchaser/s in the land at the said premises including right in common portions and common facilities are impartible except roof right which he/she/they has/have not purchased. The other area of roof of the building which is not the subject matter of this indenture and parapet wall shall be absolute property of the Developer hereby give license to the Purchaser/s only to go to the roof for repairing plumbing, installations of antenna, repairing of water reservoir while using said residential flat. The Developer has exclusive right to raise further construction over the same against which the Purchaser/s shall neither claim any right over the same nor raise objection of any nature whatsoever.
- i) In case of further construction being made over and above top roof of the building the undivided proportionate indivisible impartible variable share in the land shall stand varied and reduced and the Purchaser/s do hereby accept such variation which may take place in such event. The Purchaser/s also agreed not

to raise any disputes or claim abatement in the consideration price in case the proportionate undivided share in the said land is reduced by reason of construction of future structures/additional stories made by the Vendor and the Purchaser/s is/are entering into this sale with full knowledge and understanding that such proportionate right in the said land are liable to vary and become less and reduce proportionately in the event further additional construction are made.

j) The landlord/vendor shall be entitled to get the building plans revised and/or modified from time to time without any objection from the Purchaser/s and without any consent from the Purchaser/s and although not required, the Purchaser/s doth here by accord his/her/their consent in this behalf. That the Purchaser/s has/have accepted and fully acknowledged that the top roof of the building shall not be construed within the meaning and scope of super built up area.

k) That all open spaces at ground floor will be the exclusive property of the vendor/developer who from time to time may construct any such construction or constructions over the same for which the Purchaser shall have no right to raise any objection over the same.

IT IS HEREBY AGREED BY AND BETWEEN THE VENDOR/DEVELOPER AND THE PURCHASER as follows:-

a) The undivided proportionate share in the land comprised in the said premises herein sold, transferred, conveyed, granted and assured unto and in favour of the Purchaser/s shall always remain impartible.

b) The Purchaser/s shall sign and execute all papers, documents and applications for the purposes of formation of the Association or Society and in the event of any executing such applications papers and documents including the bye-laws, rules and regulations then in that event the Developer as a constituted attorney of the Purchaser/s shall sign and execute such applications

papers and documents and this Power of Attorney empowered by the Purchaser/s in favour of the Vendor shall remain irrevocable and shall cease to have any effect immediately upon the incorporation and in formation of the said Society or Association of owners in the said building.

c) No maintenance will be given by the developer for his unsold flats after handing over the maintenance to the society.

d) Except as specifically provided herein, there are no warranties express or implied.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land admeasuring an area a little more or less 6835 Sq.ft is equivalent to 9.49 Cottahs alongwith R.T. Structures 150 sq.ft. lying and situated at Mouza Liluah, Police Station- Bally, at present Liluah, District Howrah in R.S. Dag nos. 2347 admeasuring an area about 6835 sq.ft under R. S. Khatian nos. 1083 & 4115 (old) 6900 (new) J.L. no. 12, under L.R. Khatian No.7473 and 7474, being Premises No. 2, Kumar Para Lane, at present under the Bally Municipality ward No.33, butted and bounded by

ON THE NORTH : R.S.Dag No.2342.

ON THE SOUTH ; Common passage.

ON THE EAST ; R.S DAG No 2342.

ON THE WEST : COMMON PASSAGE.

THE SECOND SCHEDULE ABOVE REFERRED TO

(The said Unit/Flat)

ALL THAT the Flat/Unit/Apartment no....., on the ... floor of the Building being Block no....., containing by estimation Sq.ft. (including super built up) (be the same a little more or less) and/or Sq.ft. (Built up area) (be the same a little more or less) and/or Sq.ft. (Carpet area) (be the same a little more or less) facing portion of the building commonly

known as “**VRINDAVAN GARDEN**”, having **tiles flooring, with lift facilities with/without a Parking space** all within holding no. 2, Kumar Para Lane, within Bally Municipal Ward No.33, and also lying and situated at Mouza in R.S. Dag no. 2347 admeasuring an area about 6835 sq.ft under R. S. Khatian nos. 1083 & 4115 (old) 6900 (new) J.L. no. 12, under L.R. Khatian No.7473 and 7474, TOGETHER WITH undivided proportionate share of land in First schedule property and the said unit/flat is comprises of ... bed rooms, leaving cum dining space, toilets,balcony, one kitchen along with the right to use the common parts and portions of the said building at the premises described under the **FIRST SCHEDULE** hereinabove written with all easements rights thereto. The Second Schedule mentioned flat under sale is shown in attached map/plan which would hence for the be treated as part and parcel of this deed and the same is butted and bounded in the manner as follows:-

On the North :

On the South :

On the East :

On the West :

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Easement)

PART-I

- a) The Purchaser/s shall be entitled to exercise all rights in common with the other Purchasers for the use of the common parts of the building for ingress in and egress out from the said Residential Flat.
- b) The right in common as aforesaid for getting electricity, water connection and telephone connection through pipes, drains, wires, conduits, lying or being in under through or over the said building and so far as may be reasonably

necessary for the beneficial use and enjoyment of the said Residential Flat or common areas of the said building.

c) The right of protection of other parts of the building by the Purchaser/s of the Residential Flat and parking space as it is necessary to protect the same.

d) The right of the Purchaser/s with or without workmen and necessary material to enter into from time to time upon the other parts of the said building for the purpose of repairing such pipes, drains, wires and conduits and aforesaid and/or for the purpose of repairing and repainting or cleaning any parts of the said Residential Flat in so far as such repairing or cleaning cannot be reasonably carried out without such entry provided always that save in case of emergency the Purchaser/s shall be given forty eight hours notice in writing of the intention for such entry as aforesaid to the owners' association or to the developer/vendor.

e) The Purchaser/s shall be entitled to all rights, privileges, easement, quasi-easement and appurtenances whatsoever belonging to or in any way appertaining to the said unit/said Residential Flat except ultimate roof of the building and open space at ground floor kept by the vendor for his use and occupation or it has not been expressly granted to the Purchasers/s.

f) The right of access in common with the Owner and the Purchaser and/or Purchasers of other residential flat owners, at all times for all normal and reasonable purpose connected with the passages or corridor as may required for the ingress and egress to and from the said residential flat.

g) The right of way in common as aforesaid at all times for all purpose connected with the reasonable use and enjoyment of the said Residential Flat along with the passage and/or path way comprised in the said building, provided it permit the Purchaser/s or servants, agents, employees and guest of the Purchaser/s without any obstruction and/or blocking with the materials, rubbish on the common passage of the said building.

h) The right to protect the said Residential Flat to or from other parts of the said building so far as he now protect the same. The Purchaser/s shall use sufficient deep tube water in his/her/their residential Flat (as it has been provided by the Vendor herein) upon payment of maintenance charges duly levied by the Vendor or the Owners' Association as the case may be and in case of non-payment of aforesaid maintenance charges the necessary and/or emergency supply of water etc, shall be disconnected and the Vendor/Association of Owners may take any other step or steps as they deem fit and proper for realization of the same.

PART-II

(To be used and enjoy by all flat owners of the Vrindavan Garden)

- 1) Garden,
- 2) Children's play area middle of block-10 and block- 09
- 3) Adda zone
- 4) Badminton Court area middle of Block-10 and block- 09
- 5) Indoor games room area 500 Sq. meter in block-02, on 2/A, Kumar Para Lane Liluah, Howrah.
- 6) Office room area 150 S.ft (approx) in block -02 on 2/A, Kumar Para Lane, Liluah, Howrah.
- 7) Community hall with kitchen and toilet measuring in total area 2000 Sq.ft in block-08 on 2/B, Kumar Para Lane, Liluah, Howrah.
- 8) Gym room area measuring 900 Sq.ft (approx) in block-09 in 2, Kumar Para Lane, Liluah, Howrah
- 9) Generator.
- 10) Water filters plant.
- 11) Modern lift.
- 12) C.C. T.V camera.
- 13) Intercom facility
- 14) 24 hours security.

- 15) Fire fighting system
- 16) Temple
- 17) Visitor's bye and car parking in block-01 on 2/D, Kumar Para Lane, Liluah, Howrah.
- 18) Complementary one two wheeler parking with every flat.
- 19) Toilet for servant and drivers
- 20) Decorated common passage and lobby.
- 21) Decorated roof.

Note : Car parking area of the purchaser/s will be separately Maintain by the respective car parking owners at their own cost and expenses apart from the general maintenance.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Super built-up and common area of the said building)

- 1) Staircases and landings and staircase room.
- 2) Lift, lift well and lift installation machine provided for residential flat owners.
- 3) Installation of common services such as water, sewerage system and other common services as available in the building etc.
- 4) Common passage and lobbies lying and attached with the said building.
- 5) Water pump, pump room and other plumbing installations of the building.
- 6) Electric wiring, electric meter and meter room in the said building.
- 7) Drainage, sewers and evaluation pipes and septic tank in the said building.
- 8) Overhead water tank of the said building.
- 9) Such other equipments for security purpose, other common areas/ facilities, installations, fixtures, fittings of the said building as it is available and to be exclusively used by Flat owners only.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(Common Expenses and Charges)

Following costs, expenses and outgoings and obligations for which all the owners are to be contributed proportionately according to his/her/their respective allotted portions or as per rules framed by the Vendor/Owners/Association.

- 1) All costs of maintenance, repairing, white washing, painting, decorating, rebuilding re-construction and lighting the common parts including staircases, lift, path, passage and other common facilities/amenities for the said building and/or complex.
- 2) The salaries, remuneration and other expenses of all persons employed for the common purpose of the said building including the care-taker, plumber, electrician, sweeper and other.
- 3) All charges and expenses for supplies of common facilities and utilities like common lights, security system, lifting of water etc.
- 4) The expenses particularly for drainage, rain water discharge arrangement, water supply system and for supply of electricity to all common areas mentioned in the Fourth and Fifth Schedule hereto.
- 5) Insurance premium for insuring the said building against earth-quake, fire, lightening, violence, damage etc.
- 6) Expenses and deposits for supply of common facilities and amenities to the Co-owners including common electricity, water supply etc.
- 7) Expenses for Municipal taxes and other taxes, rates impositions and levies and
all other outgoings in respect of said flat as well as building.
- 8) Costs and charges of establishment for maintenance of the said building and for watch and ward staff and for other security purpose installed in the building.

- 9) Costs and expenses of maintaining the water pump, water reservoir water tank and septic tank of the said building and such other expenses as necessary or incidental for maintaining and up keeping of the said Residential Flat and as well as said building and its common areas, facilities and amenities.
- 10) All litigation expenses incurred for the common purpose of the said building.
- 11) All other expenses and outgoings are deemed to be determined by the Owner and/or Owners Association upon its formation to be necessary or incidental for the common purpose and for the protecting of interest and right of the Purchaser/s.
- 12) All expenses referred to above which have direct nexus with the Purchaser/s or Purchaser/s herein relating to his/her/their use and enjoyment shall be proportionately borne by the Purchaser and/or Purchasers on and from the date of taking possession of his/her/their respective allotted areas and the Purchaser/s shall also pay for the other common expenses time to time when warranted though the same has not been specifically mentioned herein and the said payments and/or deposit shall be made within 7th (Seventh) day of month for which the same be due, in case of monthly payments and otherwise, within 8(Eight) day of the Developer's/owners' association demand.
- 13) Common easement as mentioned in Part-II of Third Schedule will be used and enjoy by all the flat owners of Vrindavan Garden on payment of maintenance charges.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(Restrictions)

- a) Not to use the said Residential Flat or any portion thereof for any illegal or immoral purpose.
- b) Not to carry on or permit to be carried on or upon the said Residential Flat or any part thereof, any offensive or unlawful business and also not to use to the said Unit for no other purposes (such as Guest House, Boarding &

Loading House, Hotel, Nursing Home, Meeting Place, club, Eating catering Center, Hobby Center or any commercial, manufacturing or processing work etc.) whatsoever without the consent in writing of the Developer first had and obtained.

c) Not to demolish or cause to be demolished or damaged the said Residential Flat or any part thereof.

d) Not to claim division or partition of the said land comprised in the said property and the Purchaser/s hereby agreed that the undivided interest of the Purchaser/s in the land shall always be impartibly.

e) Not to allow the storage of any goods, articles or things in the staircases, lobbies or other common parts or areas of the said building or any portion thereof.

f) Not to park any vehicle unless it is expressly granted and mentioned in the “**THIRD SCHEDULE**” (except one two wheeler which has been complementary granted and has been expressly marked the place where it will be parked) hereunder written, the Purchaser/s shall not park or allow or permit to be parked by their employees, agents, visitors, guests, customers etc. any motor car, two wheeler vehicle or any other vehicle at any place in the said premises (including at the open space surrounding the building).

g) Not to block or permit the blocking common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the premises free from obstructions or encroachments and in a clean and orderly manner and not store or allow anyone to store any goods article or things in the staircase, lobby, landing pathways, passages or in any other common areas of the premises.

h) Not to claim any absolute right over and in respect of any open and/or common space of the said building.

i) Not to claim any right in respect of the other parts of the said building save and except the right to use the common areas and facilities as may be

necessary for the ingress and egress of men and materials to and from the said Residential Flat.

j) Not to put any article including name plate and letter box save at the place if approved or provided by the vendor/developer.

MEMO OF CONSIDERATION

	<u>Mode of Payment</u>	<u>Bank</u>	<u>Amount (Rs.)</u>
		Total	
		Less: GST	
		Grand Total Rs.	

(Rupees : _____ only).

WITNESSES:-

1.

the/Vendor

2.

Signature of

/Developer

IN WITNESSES WHEREOF the Parties hereto set and subscribed their respective hands, signature and seal on the day, month and year first above written.

Signed, Sealed and Delivered
in presence of :-

WITNESSES:-

1)

M/S. SHREE VAISHNO DEVELOPERS

Being represented by its
constituted attorney N.B.
**HIGHRISE PRIVATE
LIMITED.**

Signature of the Owner/Vendor

N. B. HIGHRISE PVT. LTD.

[Signature]
Director

2)

Signature of the Developer

Signature of the

Purchaser/Vendee

*Drafted by me and prepared
in my Sheristha.*

N. B. HIGHRISE PVT. LTD.

[Signature]
Director

Advocate

Typed and printed by me