

THIS INDENTURE made on this day of , 2018

BETWEEN M/S. AARTI HIGHRISE PRIVATE LIMITED (PAN), a Company incorporated under the Companies Act, 1956 and is an existing Company within the meaning of the companies Act, 2013 and having its registered office at 9A, Lord Sinha Road, Kolkata-700 071, **AND M/S. ABHILASHA HEIGHTS PRIVATE LIMITED** (PAN), a Company incorporated under the Companies Act, 1956 and is an existing Company within the meaning of the companies Act, 2013 and having its registered office at 9A, Lord Sinha Road, Kolkata - 700 071, both represented by its Authorised Signatory **MR. MUKESH KUMAR SHARMA (PAN-ARKPS6485Q)**, son of Shri Mahesh Kumar Sharma, Citizen – Indian, working for gain at No. 9A, Lord Sinha Road, P.O. – Middleton Row, P.S. – Shakespeare Sarani, Kolkata – 700 071, hereinafter jointly referred to as the **OWNERS/VENDORS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successor-in-interest and assigns) of the **FIRST PART AND**

 hereinafter jointly referred to as the **PURCHASERS** (which terms or expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives executors, administrators and assigns) of the **SECOND PART.**

WHEREAS :

- A. The Owners are the recorded Owners each having undivided equal share in **ALL THAT** the piece or parcel of land measuring an area of about 7.25 Acres being part land in L.R. Dag No. 187

and L.R. Khatian No. 1449 and 1450 in J.L. No. 34, Mouza Jagat Berh, Ward No. 16, Municipal Premises No. 320, Vivekanand College Road, Burdwan within the limit of Burdwan Municipality, Police Station and District Burdwan, more fully described in the **FIRST SCHEDULE** hereunder written (hereinafter referred to as the said PREMISES). The Short details of title of the said premises will appear in **EIGHTH SCHEDULE** hereunder written.

- B. Thus by virtue of the aforesaid Deed of Conveyances the said M/s. Aarti Highrise Private Limited and M/s. Abhilasha Heights Private Limited became the Owners of ALL THAT the piece and parcel of land measuring an aggregate area of 7.25 Acres being part of Municipal Holding/ Premises No. 320, Vivekanand College Road, District Burdwan (hereinafter referred to as the entire premises) and submitted the building plan for construction of the multistoried building on the said premises to the Burdwan Municipality morefully and particularly described in the First Schedule hereinafter written and hereinafter referred to as the said premises.
- C. For the betterment and smooth functioning and for keeping proper accounts and to deal with the various persons, contractors, workers, statutory authorities, as well as the intending purchasers and other concerns, the other co-owner namely Abhilasha Heights Private Limited has authorized and entered into an Agreement and given a General Power of Attorney to the Developer/Owner being **M/S. AARTI HIGHRISE PRIVATE LIMITED** the First Party herein to act for and on behalf of and on account of co-owner and to sign and execute all the papers and documents, to make and receive payments on their behalf as well as to enter into agreement for sale and other

agreement as well as to sign and register the Deed of Conveyance.

D. The Vendors declare that the said premises is free from all encumbrances, charges, lien, mortgage and attachment.

E. The Purchaser before entering into the Agreement for Sale:

i) has collected the photocopies of all the necessary papers, deeds, documents etc. regarding the title of the land described in the First Schedule written hereunder and the sanctioned building plan and all other connected documents from the Vendors;

ii) has made inspection of all the original paper, deeds, documents, plans and other documents sitting at the office of Vendors by himself/herself personally and/or through his nominated Advocate/Solicitor and has made all necessary searches and enquiries thereof at the office and Record at appropriate Forum;

iii) the Owners/Vendors have answered all the requisitions of title in respect of the land described in the Part-II of the First Schedule hereunder written asked by the Purchaser and his/her/ its Advocate;

iv) And on being fully satisfied about the title of the Owners/Vendors in respect of the land described in the First Schedule here under written and sanctioned building plan the purchaser has entered into this Agreement;

v) And therefore the Purchaser hereby agrees and

undertakes not to raise any further question with regard to the title of the Owners/Vendors in respect of the land described in the First Schedule hereunder written and thus keeping the Vendors saved and harmless against any liability arising thereof whatsoever and however.

F. At or before the execution of this Deed the purchaser has fully satisfied himself/themselves as to :-

- a) The title of the Owners/Vendors in respect of the said premises.
- b) The construction made in the said premises which has been duly constructed save and except the finishing works and other works.
- c) The plan, elevation, structural stability of the said building.
- d) About the workmanship and materials used or to be used in the construction of the new building at the said premises.
- e) The user of the open space, front space, open or covered parking space or covered stack area and area for other user.
- f) Covered Area and the Super built up area of the said Flat/Unit and not to raise any objection thereto.
- g) The Specification and Common Portions of the Project.
- h) The right of the other space Owners/Occupants/Flat

Owners in the said building and have agreed not to raise any objection in respect thereof whatsoever or howsoever.

- i) The right of the Owners/Vendors to make further construction and Development in the said premises including over the roof and adjacent land.
- j) Not to raise any objection in respect of amenities/ facilities provided by the Vendors in the said building Complex.
- k) The Purchasers undertake and covenants with the Vendors not to raise any requisition or objection regarding to the above or claim any objection or damages for delay or in complete work and also waive his/her/its rights if any, to do so.

G. That the Vendors have agreed to sell and the purchasers have agreed to acquire and/or purchase being the Agreement dated the said Unit/Flat being **Residential** Unit No. “...” on the Floor in the Block No. “....” together with proportionate undivided impartiable share in the land beneath the building attributable to the said unit as fully described in the Second Schedule and in the manner and on the terms and conditions as mentioned herein.

NOW THIS INDENTURE WITNESSETH :-

I. That in pursuance of the said Agreement and in consideration of a sum of **Rs.....** (Rupees) only of the lawful money of the Union of India well and truly paid by the Purchasers to the M/s. Aarti Highrise Private Limited for and on behalf of both the vendors as per Co-Vendor authorization at or before the execution of these

presents (the receipt whereof the Developer/Vendors do and each of them doth hereby and also by the receipt hereunder written admit and acknowledge to have been received for itself as well as on behalf of the Co-Vendor and confirmed by signing the Memo of Consideration written hereunder) and of and from the payment of the same and every part thereof the Vendors do and each one of them doth hereby acquit release and discharge the Purchasers and also the said unit and the Properties Appurtenant thereto hereby intended to be sold and transferred and the vendors do and each one of them doth hereby sell transfer convey assure and assign **FIRSTLY ALL THAT** the **Residential** Unit No. on the **Floor**, in **Block No.** having a super built up area of Sq.ft. (be the same a little more or less) morefully described in the **SECOND SCHEDULE** hereunder written of the new Buildings Complex comprised in the portion of the said premises morefully described in the **FIRST SCHEDULE** hereunder written **AND SECONDLY ALL THAT** the undivided proportionate share or interest in the common areas parts portions and/or amenities comprised in the said particular Building in which the unit is situated (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written) **AND THIRDLY** for the purpose of beneficial use and enjoyment of the said unit and the properties Appurtenant thereto the Vendors hereby release relinquish and disclaim all their respective right title interest into or upon **ALL THAT** the undivided impartible proportionate share in the land comprised under and below said Building at the said premises attributable to the said unit and the properties Appurtenant Thereto (hereinafter referred to as the said **UNDIVIDED SHARE**) **AND** the said Unit and the undivided share are hereinafter collectively referred to as the **SAID UNIT AND THE PROPERTIES APPURTENANT THERETO** (more fully

and particular mentioned and described in the **SECOND SCHEDULE** hereunder written) **AND ALSO** the right to use the common entrance, common passage and staircases and other common parts and portions in common with the occupants of the said particular new building **TO HAVE AND TO HOLD** the said **UNIT AND THE PROPERTIES APPURTENANT THERETO** absolutely and forever free from all encumbrances charges liens lispendense attachments trusts whatsoever or howsoever **AND TOGETHER WITH** the right to use the common areas installations and facilities in common with the vendors/ Developer, Co-Purchaser and the owners and other lawful occupants of the new building **BUT EXCEPTING AND RESERVING** such rights easements quasi-easements privileges reserved for the Vendors and/or the Society and/or Association of Co-owners **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions as provided for in connection with the beneficial use and enjoyment of the said Unit and the Properties Appurtenant thereto (more fully and particularly mentioned and described in the **FIFTH SCHEDULE** hereunder written) **TO HAVE AND TO HOLD THE SAID UNIT AND THE PROPERTIES APPURTENANT THERETO** hereby sold transferred and conveyed and every part or parts thereof unto and to the use of the Purchasers **SUBJECT TO** the restrictions (more fully and particularly mentioned and described in the **SIXTH SCHEDULE** hereunder written) **AND ALSO SUBJECT TO** the Purchasers making payment of the maintenance charges and other charges (hereinafter referred to as the **MAINTENANCE CHARGES** more fully and particularly mentioned and described in the **SEVENTH SCHEDULE** hereunder written).

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

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

(a) **THAT** notwithstanding any act deed matter or thing whatsoever done by the Vendors or executed or knowingly suffered to the contrary the vendors are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said unit And the Properties Appurtenant thereto hereby granted sold conveyed transferred assigned or intended so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner or conditions use trust encumbrances or make void the same.

(b) **THAT** the said Unit 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 lispentence debuttar or trust made or suffered by the vendors or any person or persons having

lawfully or equitably claiming any estate or interest therein through under or in trust for the Vendors.

- (c) **THAT** the Purchasers shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said Unit And The Properties Appurtenant thereto and shall be entitled to receive all the rents issues and profits thereof without any lawful evictions interruption claims or demands whatsoever by the Vendors or any person or persons having lawfully or equitably claiming as aforesaid.
- (d) **THAT** the Purchasers shall be freed cleared and absolutely discharged saved kept harmless and indemnified against all estate charges encumbrances liens attachments lispense debuttar or trust or claim and demands whatsoever created occasioned or made by the Vendors or any person or persons lawfully or equitably claiming as aforesaid.
- (e) **AND FURTHER THAT** the Vendors and all persons having any lawfully or equitably claiming any estate or interest in the said unit 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 Purchasers make do and execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the said unit And The Properties Appurtenant thereto and every part thereof unto and to the use of the Purchasers in the manner as aforesaid as shall or may be reasonably required.
- (f) The buildings and the premises shall be initially managed and maintained by the First Vendor. The Vendors, after completion

of the building and sale of such number of units as may be decided by the Vendors, in its absolute discretion, shall hand over the maintenance of the building to a Holding Organization to be formed by the Vendors.

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

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

- (a) That the Purchasers and all other persons deriving title under it/his/her shall and will at all times hereafter shall observe the restrictions regarding the users set forth in the **SIXTH SCHEDULE** hereunder written.

- (b) **THAT** the Purchasers shall at all times hereafter (from the date of notice for possession) regularly and punctually make payment of all the municipal rates and taxes and other outgoings including cesses, multi-storied building tax, Water tax, Urban Land Tax, if any, and other levies impositions and outgoing including maintenance and service charges which may from time to time be imposed or become payable in respect of the said unit and proportionately for the Building Complex as a whole and for the common parts and portions.
- (c) The Purchasers shall apply for and obtain mutation of its/his/her name as the Owners of the said unit from the Burdwan Municipality and shall also obtain separate assessment of the said unit and so long the said unit is not separately assessed the Purchasers shall pay the proportionate share of the municipal tax and other taxes and impositions payable in respect of the New Building, such amount to be determined in its absolute discretion by the Vendors and upon formation of the Association by such Association/Society/Service Company.
- (d) Purchasers aware that the said project commence in two phases. In the First Phase Block No. 4, 5 and 6 has been constructed. The work of Second Phase on the balance area is still under construction and it takes years to complete the same. The Vendors, their servants and agents, contractors etc., are entitled to use the common entrance, common passage, other utilities and facilities. The right of the Purchasers restricted to the First Phase of the project being Block No. 4, 5 and 6 and the land below the same more fully describe in the Part II of the First Schedule hereunder written. There is a temporary boundary wall of the said First Phase project. The purchasers

however entitle to use of the Club House and Common Passage as and when complete and open for uses of the entire complex.

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

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

After completion of the execution and registration of these presents in favour of the Purchasers the Purchasers may deal

with or dispose off or assign or alienate the said Flat/Unit subject to the following conditions :-

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

proportionate share of the Purchasers in the Land and the Common Portion.

- (f) The Vendors shall be entitled to erect, maintain and/or to permit and/or grant rights to outside/third parties to erect and maintain hoardings, display-signs, communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas etc. on the roofs of the Buildings and/or other areas in the Buildings and/or the Premises without being required to pay any charges for the same to the Unit Owners or anyone claiming through them. Neither the Unit Owners (including the Purchasers) nor the Association nor any other entity shall be entitled to object or to hinder the same in any manner whatsoever.
- (g) The Purchasers and/or subsequent transferee and/or subsequent Purchasers agrees and undertakes that the Vendors and after formation of the Maintenance Agency/Holding Organisation, such Agency shall be entitled to charge 1% of the consideration amount for each transfer of the every unit in future. However, the transfer charges will not be applicable in case of transfers between Joint Owners, blood relations, partners of the partnership firm (in case Purchasers is a partnership firm). It is further noted that the Maintenance Agency/Holding organization can relax the transfer charges in case where it feels there is a sufficient genuine reason for such relaxation.
- (h) The transfer of the said Flat/Unit by the Purchasers shall not be in any manner inconsistent with this Deed of Conveyance and the covenants contained herein and/or shall run with the said flat and/or subsequent transfer. The person(s) to whom the

Purchasers may transfer/alienate the said Flat/Unit, shall enter into a Deed of Adherence for being bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Purchasers by law and/or by virtue of this Deed of Conveyance.

- (i) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, municipal corporation taxes and other taxes etc. relating to the said Flat/Unit payable to the Vendors or the Maintenance Agency /Association and the Municipal Corporation are duly paid by the Purchasers in full prior to the proposed transfer/ alienation by the Purchasers. Such dues, if any, shall in any event, run with such proposed transfer.
- (j) At or before entering into these presents the Purchasers has made itself/herself/himself aware that the said Unit is a part of the residential complex of the said new building and the Purchasers agree to maintain the decency of the said **NEW BUILDING** and shall not do any act deed or thing nor permit any act deed or thing to be done which is likely to adversely affect the decency of the said residential complex.
- (k) The Purchasers shall make arrangements for obtaining separate electricity meter in his/her name for the said Unit from the concern authorities and the Purchasers shall be liable and agree to regularly and punctually make payment of the electricity charges directly to concern authorities.
- (l) The Vendors are entitled to and authorized to sale or use the open space surrounding to the building including user as car parking space save and except common passage.

- (m) The vendors will have the exclusive and unfettered right to exploit the open spaces of the said new building or any other open parts and portions of the said premises vertically or horizontally and the Purchasers hereby consent to the same.

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

- i) Until the formation of the Holding Organization/Association/Society which may include a Service Company the Vendors or any person authorized by the Vendors shall continue to provide maintenance and services for the common parts and portions and security of the said new building **SUBJECT HOWEVER** to the Purchasers regularly and punctually making payment of the maintenance and service charges to the Vendors more fully and particularly mentioned and described in the **SEVENTH SCHEDULE** hereunder written.
- ii) The Vendors alone shall be entitled and the Purchasers hereby authorise the Vendors to form the Holding Organization/Association/Society and/or service company with such rules and regulations as the Vendors shall think fit and proper and the Purchasers hereby further commits herself/himself/itself to become a member of the said Holding Organization and to abide by the rules and regulations as may be framed from time to time.
- iii) The maintenance charges shall be paid by the Purchasers regularly and punctually and in the event of any default on the part of the Purchasers in making payment of such maintenance

charges the Purchasers shall be liable to pay interest at the rate of 18% per annum **PROVIDED HOWEVER** if the said default continues for a period of more than 90 days from due date of payment becoming then and in that event the vendors and/or the Holding Organization/Association / Society service company as the case may be shall :-

- (a) discontinue the use of common services.
 - (b) discontinue the supply of water.
 - (c) prevent use of the lifts and Generators and such services shall not be restored until all the amounts together with interest shall be fully paid and shall be liable to pay such expenses for such disconnection period as well as reconnection charges as may be decided by the Vendors and/or the Holding Organization.
- iv) The amounts, if any, deposited by the Purchasers as and by way of Sinking Fund/Development Fund shall continue to remain with the First Vendor until such time the Holding Organization/ Association/Society/Service company takes over and the said Sinking Fund/Development Fund shall be applied towards the capital expenditures as and when becoming necessary. It being expressly agreed and declared by and between the parties hereto that in no event the Purchasers shall be entitled to cause the said Sinking Fund/Development Fund to be adjusted towards arrears of municipal rates taxes and other outgoings including maintenance charges.
- v) The right of the Purchasers shall remain restricted to the said unit and in no event the Purchasers or any person claiming

through him/her/themselves shall be entitled to stretch or expand its claims over and in respect of the other parts of the building AND the Purchasers hereby further covenant and assure that he/she/they shall not interfere with the rights of the vendors in selling transferring leasing out or letting out the remaining unsold units and to carry out repairs renovations and improvements in the said new building.

FIRST SCHEDULE ABOVE REFERRED TO:

DETAILS OF THE LAND

PART I

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

PART II

ALL THAT Acres of demarcated land on which the building No. 4, 5 and 6 has been constructed being portion of the entire premise more fully described in Part I of the First Schedule hereinabove written.

SECOND SCHEDULE ABOVE REFERRED TO:

- A) **ALL THAT** the **Flat No. on Floor** of the New Building being Block No. “.....” containing by admeasurements **Square Feet super built up area** now in course of construction in a portion of the said Premises commonly known as **NATURAL**

CITY (be the same a little more or less) **TOGETHER WITH** the proportionate share in common parts portions areas and facilities and **TOGETHER WITH** the undivided proportionate share in the demarcated land underneath the building comprised in the portion of the said premises attributable thereto being Block Nos. 4, 5 and 6 more fully describe in Part-II of the First Schedule hereinabove written.

B) **One Covered/Open medium size Car Parking Space.**

THIRD SCHEDULE ABOVE REFERRED TO:

(The Common Parts)

(Common Areas)

1. The entrance lobby demarcated by the Vendors and Lobbies and staircase on every floor up to the upper floor.
2. A room for the office of the person maintaining and managing the residential Complex and the Common parts and facilities of the Co-owners of the New Building/s.
3. The outer walls of the New Building/s and the Boundary walls and gates to the premises.
4. Durwan room and place of installation of pump Generator, Electric meter of the Building.
5. Common staff toilet.
6. Lift pits, chute and machine room of the lifts comprised in the Building.
7. The space required for installing the electrical sub-station, Transformer, distribution cables and their accessories.

8. Generator for the common parts and/or for supply to different Flat/s of the New Building's together with the space required for installing the generator.

FOURTH SCHEDULE ABOVE REFERRED TO:

(Common Equipments)

1. **WATER AND PLUMBING:**
 - a) Water pump, water reservoir, overhead water tank, deep tube-well and distribution pipes from over-head water tank to different Flat/s and from reservoir to the tank (save those inside any Unit).
 - b) Water filtration and softening plant, if any.
2. **ELECTRICAL AND MISCELLANEOUS INSTALLATIONS:**
 - a) Electrical wirings and fittings and fixtures for lighting the staircase lobby and other common areas and for operating the lift, water pump and motor and from the ground floor to the Flat/s respectively and main switch and meter and also the transformer and the electrical sub-station.
 - b) Pump and motor.
 - c) Lift and lift machinery of the Building.
 - d) Intercom system.
 - e) Dish Antenna.

FIFTH SCHEDULE ABOVE REFERRED TO:

(The Common Easements)

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

1. The right of ingress to and egress from the said Unit/Flat over the common passages and other Common Areas;
2. The right of passage of wires, cables and other equipments of utilities including connections for water electricity and Telephone, through each and every portion of the proposed Building/s including the Flat/s;
3. Right of support, shelter and protection of each portion of the proposed Building/s by other and/or others thereof.
4. The right of user over the Common Parts subject to the terms and conditions herein contained.
5. Such rights supports easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the Unit/Flat or necessary for the use and/or enjoyment thereof subject however to the Common Rules; and
6. The right to enter or have access with or without workmen and necessary materials to enter into any part of the proposed Building/s including the Unit/Flat for repairs or others reasonable works for Common Parts or other Unit(s)/Flat(s) and/or their appurtenances and/or utilities upon giving 48 hours' previous notice in writing to the Co-Owners of the Unit(s)/Flat(s) affected thereby provided that such notice will

not be required in case of emergency and/or urgent circumstances.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(Covenants and Restrictions)

1. Not to physically sub-divide the said Unit.
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 Purchasers' 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 any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the said building or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner.
5. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the said building or any part thereof.
6. Not to fix or install air-conditioners in the said Unit 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 of the said Unit which in the opinion of the Vendors have any affect the elevation in respect of the exterior walls of the said new building.
10. Not to do nor permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Unit 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 with the sanctioned of the concerned authorities.

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

17. No name writing, drawing sign board plate or placard of any kind shall be put on in any window on the exterior of the said unit so as to be visible from outside the said unit.
18. No cloths or other articles shall be hung or exposed outside the said unit nor there shall be any exhibition of ugly or objectionable articles that might be visible from outside. No mat or any other articles shall be taken out of the windows of the said unit. In the event of such cloths, articles or things being hung or exposed the Society/Maintenance organisation shall have right to pull out or remove such clothes, articles and things and all costs, charges and expenses incurred in respect thereof shall be paid borne and discharged by the Purchaser/s.
19. No animals or pets which may cause annoyance to any other Owners/occupiers of the other unit in the said building shall be kept in the said unit.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

(The Common Expenses)

1. The expenses of maintaining repairing, re-decorating etc. of the building gutters and rain water pipes of the building, tube well, if any water pipes sanitary pipes gas pipes and electric pipes wires and installations including T.V. Antenna in under or upon the building and enjoyed or used by the Purchaser/s in common with the Vendors and other occupiers/owners and the main entrances passages landings and staircases of the building as enjoyed by the Purchaser/s or used by the Purchaser/s in common as aforesaid and the boundary walls of the premises and its compounds etc.

2. The costs of cleaning and lighting the passages landings, staircases and other parts of the building as enjoyed or used by the Purchaser/s in common as aforesaid.
3. The costs of decorating the exterior of the building.
4. The costs of the salaries of caretakers, clerks, bills, collectors, chowkidar, sweepers, Mallis, Mistries etc.
5. The costs of working and maintenance of lights, generator and common lights.
6. The costs of working and maintenance of pump, tube-well equipments, intercoms installations, gas installations, T.V. Antenna etc.
7. Municipal and other taxes and/or outgoings.
8. Insurance of the said building and installations like lift, pump, tube-well against all types of risks.
9. Capital or recurring expenditure for replacement of all or any item comprised in the general common parts and portion and common facilities.
10. Capital or recurring expenditure of replacement and/or repair of such common utilities such as overhead tank, tube-well, pump motor and other equipments whatsoever which are or may be installed or situated in any portion of the said building.

11. Such other expenses as are deemed necessary for and incidental for the maintenance and up-keep of the said building and/or the common parts and portions.
12. The Purchaser/s will pay the maintenance charges on the area as mentioned in the Indenture together with proportionate maintenance charges for common areas with effect from the date of issue of Notice of possession letter in favour of the Purchaser/s and the bill for maintenance charges for each and every month shall be paid by the Purchaser/s without making any objection in respect thereof.

EIGHTH SCHEDULE ABOVE REFERRED TO

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

- C. By a registered Deed of Conveyance dated 2nd June, 2011 and made by and between Swarnalata Karfa & Ors. therein referred to as the Vendors of the First Part and Abhilasha Heights Private Limited & Anr. therein referred to as the Purchaser of the Second Part and Subinoy Karfa therein referred to as the Confirming Party of the Third Part and registered at the office of the Additional District Sub Registrar Burdwan in Book No. I, C.D. Volume No. 13, Pages 5023 to 5077 being No. 04348 for the year 2011 the Vendors therein for the Consideration and on the terms mention therein duly sold conveyed to the Purchaser therein All That divided and demarcated 0.690% of the land out of 7.40 Acres i.e. equivalent to 0.0511 Acres of the Said Property.
- D. By registered Agreement for Sale dated 11.3.2008 made by and between Subinoy Karfa therein referred to as the Purchaser of the One Part and Brojonath Samanta & Co. and its partner Sri Ekkari Karfa therein referred to as the Vendors of the Other Part and registered at the office of Additional District Sub Registrar Burdwan in Book No. I, C.D. Volume No. 6, Pages 318 to 327, being No. 01672 for the year 2009 the vendors therein for the consideration and on the terms mentioned therein duly sold and conveyed to the Purchaser therein All That divided and demarcated 2.610% of land out of 7.40 Acres i.e., equivalent to 0.1931 Acres or 19.31 Satak of the Said Property.
- E. By registered Deed of Conveyance dated 2nd June, 2011 and made by and between Brojonath Samanta & Co. and its partner Sri Ekkari Karfa therein referred to as the Vendors of the First Part and Abhilasha Heights Private Limited & Anr. therein referred to as the Purchasers of the Second Part and Subinoy Karfa therein referred to as the Confirming Party of the Third

Part and registered at the office of Additional District Sub Registrar Burdwan in Book No. I, Volume No. 14, Pages 1 to 58, Being No. 04349 for the year 2011, the Vendors therein for the Consideration and on the terms mention therein duly sold conveyed to the Purchasers therein All That divided and demarcated 2.610% of land out of 7.40 Acres i.e., equivalent to 0.1931 Acres or 19.31 Satak of the Said Property.

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

G. By registered Deed of Conveyance dated 11th June, 2011 and made by and between Siddhartha Samanta & Ors. therein referred to as the Vendors of the First Part and Abhilasha Heights Private Limited & Anr. therein referred to as the Purchasers of the Second Part and Subinoy Karfa therein referred to as the Confirming Party of the Third Part and Bhakti Samanta therein referred to as the another Confirming Party of the Fourth Part and registered at the office of Additional Registrar of Assurances III Kolkata in Book No. I, Volume No. 2, Pages 8759 to 8815, Being No. 01085 for the year 2011, the

Vendors therein for the Consideration and on the terms mention therein duly sold conveyed to the Purchasers therein All That divided and demarcated 8.333% of land out of 7.40 Acres i.e., equivalent to 0.6166 Acres of the Said Property.

- H. By registered Deed of Conveyance dated 2nd July, 2011 and made by and between Kali Sankar Karfa & Ors. therein referred to as the Vendors of the First Part and Abhilasha Heights Private Limited & Anr. therein referred to as the Purchasers of the Second Part and Subinoy Karfa therein referred to as the Confirming Party of the Third Part and registered at the office of Additional Registrar of Assurances III Kolkata in Book No. I, C. D. Volume No. 3, Pages 2252 to 2306, Being No. 1236 for the year 2011, the Vendors therein for the Consideration and on the terms mention therein duly sold conveyed to the Purchasers therein All That divided and demarcated 8.590% of land out of 7.40 Acres i.e., equivalent to 0.6357 Acres of the Said Property.
- I. By a registered Deed of Conveyance dated 24th July, 2011 and made by and between Sailendra Kumar Roy & Ors. therein referred to as the Vendors of the First Part and Abhilasha Heights Private Limited & Anr. therein referred to as the Purchasers of the Second Part and Subinoy Karfa therein referred to as the Confirming Party of the Third Part and registered at the Office of Additional Registrar of Assurances III Kolkata in Book No. I, C. D. Volume No.3, Pages 4684 to 4741 being No. 01425 for the year, 2011, the Vendors therein for the consideration and on the terms mention therein duly sold conveyed to the Purchasers therein All That divided and demarcated 4.300% of land out of 7.40 Acres i.e., equivalent to 0.3182 Acres of the said Property.

- J. By virtue of the aforesaid Deed of Conveyance the Purchasers namely **(1) M/S. ABHILASHA HEIGHTS PRIVATE LIMITED AND (2) M/S. AARTI HIGHRISE PRIVATE LIMITED** became the absolute Owners of the said Property included the land morefully described in the **PARAGRAPH 24** hereinabove written.
- K. After Purchase the said ABHILASHA HEIGHTS PRIVATE LIMITED AND AARTI HIGHRISE PRIVATE LIMITED have their name mutated in the record of B.L. & L.R.O. each having separate Khatian Number and each having 3.625 Acres recorded in their names aggregating to 7.25 Acres morefully and particularly described in the First Schedule hereunder written and hereinafter referred to as the said entire premises. Both the said owners have also mutated their name with the Burdwan Municipality.

Drafted by

Awani Kumar Roy
Advocate
WB/1927/1978

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

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

Authorised Signatory

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

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

Advocate

Typed by :

Arup Kumar Basak

MEMO

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

Rs./-

MEMO OF CONSIDERATION

Rs.

Rs.

Rupees

WITNESSES :

1.

2.

