

THIS INDENTURE OF CONVEYANCE is made at Kolkata on this the _____day ----- **TWO THOUSAND AND TWENTY THREE**

BETWEEN

(1) SANJAY ATHA also known as SANJAY KUMAR ATHA (PAN ADAPA3091Q) (AADHAR No. 4233 5276 3275) son of Sri Ramniklal Khatau residing at No. 7/1B Sunny Park, Kolkata 700 019 P.S. & P.O. Ballygunge, Kolkata 700 019 AND **(2) KAUSHIK KUMAR ATHA (PAN ABMPA3152C) (AADHAR NO. 7136 9388 3040)** adopted son of Natwar Lal Atta and natural **born** son of Late Lalji Khatau Atha residing at 15 DX2, LOCH Tower, Hiland Park, 1925 Chakgaria P.S. Survey Park P.O. Panchyasar, Kolkata – 700 094 hereinafter collectively referred to as the **VENDORS/OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, exsecutors, administrators and assigns) of the **FIRST PART**

AND

EUPHORIA GREENS PROJECTS LLP (PAN AAGFE9531N) a Limited Liabilities Partnership Firm having its registered office situated at 53C, Mirza Ghalib Street, Kolkata – 700 016 P.S. & P.O Park Street and represented by one of its designated partners **Shri ASHOK KUMAR JAIN (PAN ACFPJ8518D) (AADHAR No. 3670 2055 5055)** son of Late T.C. Jain working for gain at 53C, Mirza Ghalib Street, Kolkata – 700 016 P.S. & P.O Park Street hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners and their respective heirs legal representatives, executors, administrators and assigns) of the **SECOND PART**

AND

(In the case of an individual)

----- **(PAN-----) (AADHAR No.-----)**
-----) son/daughter/wife of-----
residing at ----- P.S.----- P.O.-
----- hereinafter referred to as the **PURCHASER**
(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her heirs, legal

representatives, executors, administrators and assigns) of the **THIRD PART**

(in the case of a company)

----- **CO PVT LTD (PAN-----)** a company within the meaning of the Companies Act 2013 having its registered office situated at ----- P.S. ----- P.O.----- and represented by its Director Shri ----- (PAN-----) (AADHAR No.-----) son/daughter/wife of ----- working for gain at ----- P.S. ----- P.O.----- hereinafter referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **THIRD PART**

(in the case of a partnership firm)

----- (**PAN-----**) a partnership firm carrying on business at ----- P.S. ----- P.O.----- and represented by one of its partners Shri ----- (PAN-----) (AADHAR No.-----) son/daughter/wife of ----- working for gain at ----- P.S. ----- P.O.----- hereinafter referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners and their respective heirs, legal representatives executors administrators and assigns) of the **THIRD PART**

WHEREAS:

- A)** By an Indenture dated 24th November 1965 and made between Smt. Indu Probha Bhattacharya therein referred to as the Vendor of the One Part and (1) Lalji Khatau Atha (2) Natwarlal Khatau Atha and (3) Ramniklal Khatau Atha therein collectively referred to as the Purchasers of the Other Part and registered at the office of the Sub Registrar, Sealdah in Book No. I Volume No. 55 Pages 202 to 210 Being No. 2603 for the year 1965 the said Indu Probha Bhattacharya for the consideration therein mentioned sold transferred and conveyed unto and in favour of the said (1) Lalji Khatau Atha (2) Natwarlal Khatau Atha and (3) Ramniklal Khatau Atha ALL THAT the Municipal Premises No. 2 Beck Bagan Row, Kolkata 700 017 (hereinafter referred to as the said **PREMISES**)

each of the said Purchasers acquiring undivided one third share or interest into or upon the said Premises

- B)** The said Premises had several C. I. sheds and structures and was being used as a Motor Garage and as such the said Premises was known as a "Garage"
- C)** By a registered Deed of Lease dated 15th June 1968 and made between (1) Lalji Khatau Atha (2) Natwarlal Khatau Atha and (3) Ramniklal Khatau Atha therein collectively referred to as the Lessors of the One Part and Misrilal Properties (P) Ltd therein referred to as the Lessee of the Other Part and registered at the office of Sub Registrar, Sealdah in Book No.1 Being Deed No. 1160 for the year 1968 the said Lessors granted a Lease in respect of the said Premises unto and in favour of the said Lessee for a term of 50 years together with the right to renew and/or extend the same for a further period of 10 years at the rent and subject to the terms and conditions contained and recorded in the said Deed of Lease
- D)** Though the said Deed of Lease was executed and registered the same had never been given effect to and as such the said Owners namely (1) Lalji Khatau Atha (2) Natwarlal Khatau Atha and (3) Ramniklal Khatau Atha continued to remain in exclusive possession and occupation of the entirety of the said Premises and in any event the said Deed of Lease has become inoperative by efflux of time.
- E)** By a registered Deed of Conveyance dated 23rd March 1974 and made between Ramniklal Khatau Atha therein referred to as the Vendor of the One Part and Lalji Khatau Atha therein referred to as the Purchaser of the Other Part and registered at the office of the Registrar of Assurances, Calcutta in Book No. 1 Volume No. 56 pages 188 to 199 Being No. 1683 for the year 1974 the said Ramniklal Khatau Atha for the consideration therein mentioned sold transferred and conveyed ALL THAT the undivided half share or interest out of his undivided one third share or interest that is to say undivided 1/6th share or interest into or upon the said Premises unto and in favour of the said Lalji Khatau Atha
- F)** By another registered Deed of Conveyance dated 27th March 1974 and made between Ramniklal Khatau Atha therein referred to as the Vendor of the One Part and Natwarlal Khatau Atha therein referred to as the Purchaser of the Other Part and registered at the office of the Registrar of Assurances, Calcutta in Book No. 1 Volume No.88 Being No. 1723 for the year 1974 the said Ramniklal Khatau Atha for the consideration therein mentioned sold transferred and conveyed ALL THAT the undivided half share or interest out of his undivided one third share or interest that is to say undivided 1/6th

share or interest into or upon the said Premises unto and in favour of the said Natwarlal Khatau Atha

- G)** In the events as recited hereinabove the said Lalji Khatau Atha and the said Natawarlal Khatau Atha thus became entitled to the entirety of the said Premises each one of them being entitled to undivided half share or interest into or upon the said Premises
- H)** The said Lalji Khatau Atha died intestate on 4th December 2003 leaving him surviving his wife Smt. Dhirajben Atha, three sons namely (1) Mahesh Atha (2) Gautam Atha and (3) Kaushik Atha and his married daughter Smt. Sangita K Mawani as his only heirs and/or legal representatives who upon his death became entitled to his undivided half share or interest into or upon the said Premises
- I)** The said Smt. Dhirajben Atha widow of the said Late Lalji Khatau Atha also died intestate on 16th January 2013 leaving her surviving her three sons namely (1) Mahesh Atha (2) Gautam Atha and (3) Kaushik Atha and her married daughter Smt. Sangita K Mawani as her only heirs and/or legal representatives who upon her death became entitled to the undivided half share or interest into or upon the said Premises held and/or belonging to the said Late Lalji Khatau Atha each one of them being entitled to undivided 1/4th share or interest into or upon one half share or interest into or upon the said Premises that is to say undivided 12.50% share or interest into or upon the said Premises
- J)** The said Natwarlal Khatau also died on 27th October 2010 after having made and published his Last Will and Testament dated 20th May 2008 whereby and whereunder he gave bequeathed and devised his undivided half share or interest and/or the entirety of his right title interest into or upon the said Premises unto and in favour of Smt. Bharti Ramnik Atha absolutely and forever
- K)** In pursuance of an application for probate being filed in the Hon'ble High Court at Calcutta in its testamentary and intestate jurisdiction being PLA No.269 of 2012 probate in respect of the said Will has been granted and the estate of late Natwarlal Khatau has been fully administered and as such the said Smt. Bharti Ramnik Atha thus become entitled to undivided half share of interest into or upon the said Premises
- L)** The Owners and each one of them declare and confirm that the said Natwarlal Khatau during his lifetime was entitled to undivided half share or interest into or upon the said Premises and was legally competent to bequeath the same in favour of the said Smt. Bharti Ramnik Atha

- M)** By a registered Deed of Gift dated 29th November 2018 registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No.I Being Deed No.9153 for the year 2018, the said Smt. Bharti Ramnik Atha being entitled to undivided half share or interest into or upon the said Premises transferred the entirety of her right title interest into or upon the said Premises unto and in favour the said Sanjay Atha also known as Sanjay Kumar Atha who thus became entitled to undivided half share or interest into or upon the said Premises
- N)** By another registered Deed of Gift dated 29th November 2018 registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. I Being Deed No.9152 for the year 2018, the said Mahesh Atha being entitled to undivided 12.50% share or interest into or upon the said Premises transferred the entirety of his right title interest into or upon the said Premises unto and in favour of his brother, Kaushik Kumar Atha also known as Kaushik Atha absolutely and forever
- O)** By another registered Deed of Gift dated 29th November 2018 registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. I Being Deed No.9151 for the year 2018, the said Gautam Atha being entitled to undivided 12.50% share or interest into or upon the said Premises transferred the entirety of his right title interest into or upon the said Premises unto and in favour of his brother, Kaushik Kumar Atha also known as Kaushik Atha absolutely and forever
- P)** By another registered Deed of Gift also dated 29th November 2018 registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No.I Being Deed No.8948 for the year 2018, the said Smt. Sangita Mavani being entitled to undivided 12.50% share or interest into or upon the said Premises transferred the entirety of her right title interest into or upon the said Premises unto and in favour of her brother, Kaushik Kumar Atha also known as Kaushik Atha absolutely and forever
- Q)** In the events as recited hereinabove the said Sanjay Kumar Atha and Kaushik Kumar Atha (the Owners herein) thus absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the entirety of the said Premises each one of them being entitled to undivided half share or interest therein
- R)** By a Joint Development Agreement dated 19th December 2018 entered into between Sanjay Kumar Atha and Kaushik Atha therein collectively referred to as the Owners of the One Part and Euphoria

Green Projects LLP therein referred to as the Developer of the Other Part and registered at the office of the Additional Registrar of Assurances-1, Kolkata in Book No. I Volume No. 1901-2018 Pages 406958 to 407014 Being No. 190109586 for the year 2018 the Owners granted the right of development in respect of the said Premises unto and in favour of the Developer herein for the consideration and on the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the DEVELOPMENT AGREEMENT)

- S)** By a Deed of Declaration dated 27th April 2022 registered at the office of the Additional Registrar of Assurances-1 Kolkata in Book No. 1 Volume No. 1901-2022 Pages 187806 to 187818 being No. 190103735 for the year 2002 and made between Bharati Ramnik Atha therein referred to as the Donor of the One Part and Sanjay Kumar Atha therein referred to as the Donee of the Other Part certain mistakes which had occurred in the registered Deed of Gift dated 29th November 2022 had been rectified
- T)** The said Development Agreement inter alia provides as follows:

ARTICLE XII - REVENUE SHARING

- 12.1 In consideration of the above and keep in view the marketing expertise of the Developer it has been agreed that the entirety of the constructed area forming part of the development shall be sold and marketed by the Developer and that the Developer shall be entitled to enter into agreement for sale and transfer in respect of the various flats units constructed spaces and car parking spaces forming part of the development in its own name and to receive realize and collect the sale proceeds and the Owners shall be parties to any agreement if needed and/or required
- 12.2 For the purpose of sharing of revenue between the parties in terms of this agreement it has been agreed that out of the gross receipts after adjustment and appropriation of the Pass Through Charges as hereinbefore recited the net sale proceeds accruing consequent to sale and transfer of the development shall be shared between the parties hereto in a manner whereby.
- i) The Owner shall be entitled to 50% of the net sale proceeds (hereinafter referred to as the OWNER SHARE) and
 - ii) The Developer shall be entitled to retain for itself the remaining 50% of such net revenue (hereinafter referred to as the DEVELOPER'S SHARE)

12.3 In addition to the share of revenue to part form of the Developer's Share the Developer shall be entitled to retain all amounts paid by the intending purchasers on account of deposits and/or advances on account of municipal rates and taxes, Sinking Fund, Electricity Deposits and other amount and this will not be taken into account for the purpose of determination of net revenue. The aforesaid amounts on account of deposits and advances to be retained by the Developer shall be made over by the Developer to the Holding Organisation upon its formation.

U) For the purpose of undertaking the development of the said Premises the Developer caused to be prepared a map or plan and submitted the same to Kolkata Municipal Corporation for sanction but for the purpose of sanction of the said Plan an area of 16.64 sq.ft. of land forming of the said Premises was to be transferred in favour of Kolkata Municipal Corporation (KMC) and as such by Deed of Gift dated 12th April 2022 registered at the office of the Additional Registrar of Assurances-IV (ARA IV) , Kolkata IN Book No. 1 Volume No. 1904-2022 pages 469456 to 469467 Being No. 190406557 for the year 2022 and area of land forming part of the said Premises admeasuring an area of 16.64 sq.ft. (more or less) was transferred in favour of KMC and consequent to transfer of gift of the said 16.64 sq.ft in favour of KMC the Owners continued to remain as the Owners of Municipal Premises No. 2 Beck Bagan Row, Kolkata 700 017 containing by estimation an area of 7 cottahs 8 chittacks 31.36 sq.ft. (more or less) (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written and hereinafter referred to as the said PREMISES)

V) The said Plan was ultimately sanctioned by Kolkata Municipal Corporation being No.2022080061dated 30th July 2022 (hereinafter referred to as the said PLAN) whereby the Developer has become entitled to construct erect and complete a new building comprising of ground plus four upper floors at the said Premises comprising of 8 (eight) units out of which 6 (six) units are intended for residential purposes (hereinafter referred to as the RESIDENTIAL UNITS) and the remaining 2 (two) Units on the first floor of the said building are meant for commercial purposes (hereinafter referred to as the COMMERCIAL UNITS)

W) The Developer (being the Promoter) caused the Project to be registered in accordance with the provisions of the West Bengal Housing Industry Regulation Act 2017 and the rules framed thereunder (hereinafter referred to as the said ACT) with the West Bengal Housing Industry Regulatory Authority at Kolkata on -----
----- under Registration No. -----

X) By and under the said Development Agreement the Developer has

been authorized and empowered to enter into agreements of sale for transfer of the various units forming part of the development and to receive realize and collect all amounts which may become payable and/or receivable in terms of the sale agreements to be entered into with the various intending purchasers

- Y)** By and Agreement dated ----- entered into between the parties hereto the Purchaser has agreed to purchase and acquire on ownership basis **FIRSTLY** ALL THAT the Residential/Commercial Unit No.----- on the ----- floor of the said new building containing by estimation an area of ----- sq.ft. (built-up) equivalent to -----(super built-up) (more or less) AND **SECONDLY** ALL THAT the one covered car parking space being G..... in the ground floor of the Building AND **THIRDLY** ALL THAT the undivided indivisible impartible proportionate share or interest in all common parts and portions (more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written) AND **FOURTHLY** ALL THAT the undivided proportionate indivisible impartible share or interest in the land underneath the Building appurtenant and/or allocable thereto (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written and hereinafter referred to as the said UNIT AND THE PROPERTIES APPURTENANT THERETO) for the consideration and subject to the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the said **SALE AGREEMENT**)
- Z)** In pursuance of the said Sale Agreement the Purchaser from time to time made full payment of the amount of consideration and other amounts payable in terms of the said Sale Agreement
- AA)** Upon completion of the said new building at the said Premises, Kolkata Municipal Corporation has granted completion certificate on ----- day of ----- and upon receipt of such Completion Certificate the Developer has put the Purchaser in possession of the said Unit and the Properties Appurtenant Thereto
- BB)** The Purchaser has now requested the Developer to execute or cause to be executed the Deed of Conveyance and/or transfer in respect of the said Unit and the Properties Appurtenant Thereto and the Owners have agreed to join these presents for the purpose of perfecting the title of the Purchaser

NOW THIS INDENTURE WITNESSETH AND IT IS AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows

ARTICLE I - DEFINITIONS

- 1.1 In this Deed unless the context otherwise provides the following expressions shall have the meanings assigned to them as under:
- 1.1 **ARCHITECT** shall mean ----- of -----
-----, Kolkata 700 -----
- 1.2 **AGREEMENT** shall mean the said Sale Agreement dated -----
----- entered into between the parties hereto
- 1.3 **ASSOCIATION** shall mean any Association or Registered Society that may be formed by the Purchasers for the common purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Vendor in its absolute discretion
- 1.4 **ADVOCATE** shall mean R.L. Gaggar, Solicitor & Advocate of No. 6 Old Post Office Street, 3rd floor, Kolkata 700 001 appointed by the Vendor
- 1.5 **BALCONY** shall mean such extended part or portion of any particular flat/unit which shall form an integral part of a particular flat/unit
- 1.6 **CARPET AREA** shall mean the net useable floor area of an Unit excluding the area covered by the external walls, area under service shafts, exclusive balcony or verandah and exclusive open terrace but includes the area covered by the internal partition walls of the Unit/unit

- 1.7 **CAR PARKING SPACE** shall mean ALL THAT the 1 (one) open/covered car parking space on the ground floor intended to be acquired by the Purchaser

- 1.8 **COMMON AREA MAINTENANCE CHARGES (CAM CHARGES)** shall mean the proportionate share of common expenses to be paid borne and contributed by the Purchaser inter alia for maintenance of the Unit/Building/Property, costs of insurances and supervisory expenses but shall not include property taxes payable in respect of the various units but will include property taxes payable for the common parts and portions briefly described in the SIXTH SCHEDULE hereunder written.

- 1.9 **COMMON PARTS, PORTIONS AREAS AND INSTALLATIONS** shall mean the common areas installations and facilities more fully and particularly mentioned and described in the Third Schedule hereunder written

- 1.10 **COMMON ROOF** shall mean a part or portion of the ultimate roof as determined by the Developer shall form part of the common parts and portions and shall be available for common use and enjoyment of all owners and occupiers of the said complex

- 1.11 **PLAN** shall mean the plan sanctioned by Kolkata Municipal Corporation being No.2022080061dated 30th July 2022 (hereinafter referred to as the said PLAN) and shall include all modifications and/or variations made by the Developer and regularized by the concerned authorities

- 1.12 **OCCUPATION CERTIFICATE** shall mean the Certificate of Occupancy granted by Kolkata Municipal Corporation on -----

- 1.13 **PREMISES** shall mean ALL THAT the Municipal Premises No. 2 Beck Bagan Row, Kolkata 700 017 (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written)
- 1.14 **PURCHASERS** shall mean the said -----
----- and shall include his/her heirs, legal representatives, executors, administrators and assigns
- 1.15 **SUPER BUILT-UP AREA** shall mean the saleable area including the area of verandahs, balconies, windows in the area of the periphery of the Unit, columns of the walls, area utilized for services, area occupied by the staircase, under the staircase, common walls, corridors, lobbies and refuse areas etc and such super built-up area shall be final and binding on the Purchaser.
- 1.16 **SINKING FUND/RESERVE FUND** shall mean the fund to be paid and/or contributed by each of the Unit owner including the Purchaser herein towards maintenance fund which shall be held by the Developer and after the said new building is completed and possession is made over and upon formation of the Association the said amount shall be transferred by the Developer to such Association.
- 1.17 **SERVICE INSTALLATIONS** shall mean sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, and tanks and any other apparatus for the supply of water electricity or telephone or for the disposal of foul or surface water
- 1.18 **THE SAID UNIT AND THE PROPERTIES APPURTENANT THERETO** shall mean **FIRSTLY** ALL THAT the Residential/Commercial Unit No.----- on the ----- floor

of the said new building containing by estimation an area of -----
 ----- sq.ft. (built-up) equivalent to -----(super built-up)
 (more or less) AND **SECONDLY** ALL THAT the one covered car
 parking space being G..... in the ground floor of the Building
 AND **THIRDLY** ALL THAT the undivided indivisible impartible
 proportionate share or interest in all common parts and portions
 (more fully and particularly mentioned and described in the THIRD
 SCHEDULE hereunder written) AND **FOURTHLY** ALL THAT the
 undivided proportionate indivisible impartible share or interest in
 the land underneath the Building appurtenant and/or allocable
 thereto (more fully and particularly mentioned and described in
 the SECOND SCHEDULE hereunder written and hereinafter
 referred to as the said UNIT AND THE PROPERTIES APPURTENANT
 THERETO)

**SECTION II - ACKNOWLEDGEMENT, CONFIRMATION AND
 DISCLAIMER**

- 2.1 At or before execution of this Deed the Purchaser has satisfied
 itself/themselves:
- i) As to the title of the Vendors
 - ii) The right of the Developer under the said Development
 Agreement
 - iii) Received copies of the title deeds and other documents
 pertaining to the title of the Vendors in respect of the said
 Premises
 - iv) Have inspected the said Plan
 - v) Are fully satisfied as to the total super built up area
 comprised in the said Unit
 - vi) Are fully satisfied as to the materials/specification used in
 construction of the said Unit and/or building

- vii) Are fully satisfied as to the carpet area and built up area forming part of the said Unit
- viii) Confirms and acknowledges that they have no claim against the Vendors and/or the Developer on any account whatsoever or howsoever
- ix) Acknowledges that the Purchaser shall be liable for making payment of the proportionate share of CAM Charges and have further assured the Developer to abide by the House Rules as may be made applicable to all owners and occupiers of the complex

SECTION III - SALE AND TRANSFER

3.1 THAT in consideration of the said **Sale Agreement dated** -----
 ----- **AND** in further consideration of a sum of **Rs.**-----
 ----- **/(Rupees** -----
 ----- **only)** of the lawful money of the Union of India well and truly paid by the Purchaser to the Developer (the receipt whereof the Developer doth hereby and also by the receipt hereunder written doth admit and acknowledge to have been received and of and from the payment of the same and every part thereof) the Developer with the consent and concurrence of the Vendors doth hereby sell transfer convey assure assign and grant unto and in favour of the Purchaser **FIRSTLY** ALL THAT the Residential/Commercial Unit No.----- on the ----- floor of the said new building containing by estimation an area of ----- sq.ft. (built-up) equivalent to -----(super built-up) (more or less) **AND SECONDLY** ALL THAT the one covered car parking space being G..... in the ground floor of the Building **AND THIRDLY** ALL THAT the undivided indivisible impartible proportionate share or interest in all common parts and portions

(more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written) AND **FOURTHLY** ALL THAT the undivided proportionate indivisible impartible share or interest in the land underneath the Building appurtenant and/or allocable thereto (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written and hereinafter referred to as the said UNIT AND THE PROPERTIES APPURTENANT THERETO situation whereof is shown and delineated in the map or plan annexed hereto and bordered in RED thereon) **TOGETHER WITH** the right to use the common areas installations and facilities in common with the other co-Purchasers and the owners and the other lawful occupants of the Building and/or Complex (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written) **BUT EXCEPTING AND RESERVING** such rights easements quasi- easements privileges reserved for any particular Flat/ unit and/or the Society and/or Association of Co-owners (more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written) **AND TOGETHER WITH** all easements or quasi-easements and provisions in connection with the beneficial use and enjoyment of the Said Unit and the Properties Appurtenant Thereto (more fully and particularly mentioned and the and described in the **FIFTH SCHEDULE** hereunder written) **TO HAVE AND TO HOLD** the said UNIT hereby sold transferred and conveyed and every part or parts or parts thereof unto and to the use of the Purchasers **SUBJECT TO** the House Rules and the restrictions (more fully and particularly mentioned and the and described in the **SIXTH SCHEDULE** hereunder written) AND also subject to Purchaser making payment of the proportionate share of common area maintenance charges (hereinafter referred to as the CAM CHARGES) payable in respect of the Said Unit and the Properties

Appurtenant Thereto (such Maintenance charges more fully and particularly mentioned and described in the **SEVENTH SCHEDULE** hereunder written)

- 3.2 AND THE VENDORS and each one of them doth hereby sell transfer assure and convey unto and in favour of the Purchasers ALL THAT the undivided proportionate share in the land comprised in the said Premises attributable and/or allocable to the said Unit (hereinafter referred to as the UNDIVIDED SHARE) TO HOLD the said Undivided Share unto and to the Purchaser absolutely and forever

SECTION – IV

4. AND THE VENDOR COVENANT WITH THE PURCHASERS as follows:

- a) **THAT** notwithstanding any act deed or matter or thing whatsoever done by the Vendor or executed or knowingly suffered to the contrary the Vendor is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Said Unit and the Properties Appurtenant Thereto hereby granted sold conveyed transferred assigned or intended do to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.
- b) **THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the Vendor has now in itself good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Unit and the Properties Appurtenant Thereto hereby sold conveyed transferred or expressed so to be unto and to the use of the Purchasers in the manner aforesaid.

- c) **THAT** the Said Unit hereby sold granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments, lis-pendens debuttar or trusts made or suffered by the Vendor or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Vendor.
- d) **THAT** the Purchasers shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Unit and may receive all rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Vendor or any person or persons having or lawfully or equitably claiming as aforesaid.
- e) **THAT** the Purchasers shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates charges encumbrances liens attachments, lispensens debuttar or trust or claims and demands whatsoever created occasioned or made by the Vendor or any person or persons having or lawfully or equitably claiming as aforesaid.
- f) **THAT the** Vendor and all persons having or lawfully or equitable claiming any estate or interest in the Said Unit or any part thereof through under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and cost of the Purchasers make do and execute or cause to made done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Unit and every part thereof unto and to the use of the Purchasers in the manner as aforesaid as shall or may be reasonably required.

- g) **THAT** the Vendor has not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the Said Unit hereby granted transferred and conveyed or expressed so to be or any part thereof can or may be impeached encumbered or affected in title or otherwise.

SECTION V – PURCHASERS’ COVENANTS

5. AND THE PURCHASERS AND EACH OF THEM HEREBY COVENANT WITH THE VENDOR AS FOLLOWS:

- i) **THAT** the Purchasers and all other persons deriving title under them shall and will at all times hereafter shall observe the restrictions/House Rules regarding the user of the said Unit and also the obligations set forth in the **SIXTH SCHEDULE** hereunder written and acknowledges that observance of such rules and regulations are for the common benefit of all the owners and occupiers of the said Building.
- ii) **THAT** the Purchasers shall within three months from the date of execution of these presents at his/her cost shall apply for obtaining mutation of his/her name as the owner and until Unit is not separately assessed the Purchasers shall pay the proportionate share of the assessed municipal tax and other taxes and impositions payable in respect of the Building, as may be determined and fixed by the Vendor and/or the Association as the case may be without raising any objection whatsoever.
- iii) **THAT** the Purchasers shall at all times from the date of possession regularly and punctually make payment of all the municipal rates and taxes and other outgoings including cesses, multi-storied

building tax, if any, water tax, Urban Land Tax, and other levies impositions and outgoings whether presently payable or which may become payable in future (hereinafter referred to as the **RATES AND TAXES**) which may from time to time be imposed or become payable in respect of the said Unit and Proportionately for the Building as a whole and proportionately for the common parts and portions and until the mutation is effected in the name of the Purchasers, the Purchasers shall be liable to make payment of such Rates and Taxes to the Vendor and shall also pay based on the estimates for providing the services (including insurance) during the year (hereinafter referred to as Maintenance Charges Estimates) and such Charges may be revised during the year by the Association as the Association shall deem fit and proper

SECTION VI – OTHER COVENANTS

6. AND IT IS HEREBY FURTHER AGREED AND ALSO DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- i) **THAT** the Undivided share in the land attributable to the said Unit and the proportionate share in Common parts and portions hereby sold and transferred and attributable to the said Unit shall always remain impartible.

- ii) **THE** right of the Purchasers shall remain restricted to the said Unit and proportionate share or interest in the common parts, portions, areas, facilities and/or amenities comprised in the Building.

- iii) **THE** said building constructed at the said Premises shall always be known as “-----”.
- iv) The Purchasers shall observe all rules and regulations and maintain the decency of the said Building and shall not do or permit to be done any act deed or thing which is likely to affect the decency of the said Building and/or the rights of the other owners and occupiers of the said Housing Complex and for the aforesaid purpose shall not only observe the rules and regulations which may be framed from time to time but will also regularly and punctually make payment of the proportionate share of common area maintenance (hereinafter referred to as the CAM CHARGES)
- v) The Purchasers shall obtain separate electricity meter for the said Unit in its/his/her name at own cost/expenses for that the Vendor shall offer the necessary assistance. The PURCHASERS agrees to regularly and punctually make payment of the electricity charges and further agree not to withhold the same on any account whatsoever or howsoever.
- vi) The Purchasers further acknowledge that in the event of the Purchasers committing breach of any of the said rules and regulations or failing to make payment of the proportionate share of CAM Charges then and in that event the other Unit owners and/or occupiers of the said Housing Complex will independently be entitled to enforce the same against the Purchasers.

SECTION VII – POSSESSION

7.1 It is hereby confirmed recorded and declared that the Vendor has put the Purchasers in vacant possession of the said Unit on day of -

----- 2023 (hereinafter referred to as **POSSESSION DATE**) and the Purchasers acknowledge having received the possession of the said Unit.

8.2 On and from the said Possession Date the Purchasers have agreed and shall be liable to:

- i) Regularly and punctually make payment of the proportionate share of municipal rates taxes and other outgoings of whatsoever nature payable in respect of the said Unit and Properties Appurtenant Thereto as a whole and proportionately for the building and common parts.
- ii) Regularly and punctually make payment of the common area maintenance charges (hereinafter referred to as the CAM CHARGES)
- iii) Hold the said Flat/Unit as the absolute owner thereof and shall abide by the rules and regulations as may be framed by the Vendor and upon incorporation of the Association/Holding Organisation by such Association and/or Holding Organisation

SECTION IX – CONTROL OF THE COMMON PARTS AND PORTIONS

9.1 The common parts and portions of the said building (more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written) shall be held by the Purchasers in common with the other owners and occupiers of the various other flats /Units of the said new building

9.2 In accordance with the provisions of the West Bengal Housing Industry Regulation Act 2017 (hereinafter referred to as the said

Act) and the Rules framed thereunder (hereinafter referred to as the said Rules) the common parts and portions of the said new building shall automatically stand vested in the Association/Holding Organisation without any further act deed or thing and until formation of such Association the same shall remain under the control and management of the Vendor

SECTION X – PAYMENT OF MAINTENANCE CHARGES

- 10.1 The Purchasers shall regularly and punctually make payment of the common area maintenance charges (hereinafter referred to as the CAM CHARGES more fully and particularly mentioned and described in the SEVENTH SCHEDULE hereunder written) without raising any objection whatsoever or howsoever to the Association upon its incorporation and until such time such Association is incorporated to the Vendor and/or to the persons entitled to receive the same
- 10.2 The said CAM Charges shall be paid within 7 (seven) days from the date of submission of bill by the Vendor and upon incorporation of the Association by such Association and time for payment shall always remain as the essence of the contract
- 10.3 Timely payment of CAM Charges is a must and non payment thereof is likely to adversely affect the services in the said building and/or may cause prejudice to the other owners and/or occupiers of the said building
- 10.4 It has been agreed by and between the parties hereto that until such time such Association is formed the Vendor shall be responsible for rendition of common services and the Purchasers shall be liable to make payment of common area maintenance charges to be calculated at the rate of Rs. 5/- (Rupees five only) per

square foot on the total super built up area forming part of the said Flat and the Purchasers acknowledges that the same is fair and reasonable and shall not be entitled to dispute the same

- 10.5 After formation and/or incorporation of the Association/Holding Organisation the Purchasers shall be liable to make payment of the proportionate share of common area maintenance charges as may be determined by the Association.

SECTION XI – CONSEQUENCES OF NON PAYMENT OF CAM CHARGES AND ENFORCEMENT THEREOF-

11.1 The Purchasers acknowledges that the right to receive the common services is subject to the Purchasers regularly and punctually making payment of the CAM Charges and if such CAM Charges shall remain in arrears for a period of 2 (two) months then and in that event the right to receive such services shall cease and the Vendor and/or the Association upon its incorporation shall be entitled to and the Purchasers hereby consents:

- i) To discontinue the services of lift to Purchasers and/or their visitors and associates
- ii) To withdraw the supply of Electricity
- iii) To discontinue the supply of water

For the purpose of such disconnection/withdrawal it shall not be obligatory on the part of the Vendor and/or the Association as the case may be to give any notice and in any event the Purchasers waive their right to receive such notice

11.2 The right to receive the common services is dependent upon the Purchasers regularly and punctually making payment of the CAM Charges and such services shall not be restored until such time the Purchasers have made payment of all amounts lying in arrears

together with interest at the rate of 15% per annum and an amount of Rs. 5000/- (Rupees five thousand only) as and by way of restoration charges.

ARTICLE XII – FORMATION OF ASSOCIATION/HOLDING ORGANISATION

- 12.1 Upon sale of all the flat/Units in the said new building the Vendor shall assist the purchasers and shall cause an Association to be formed and/or incorporated in accordance with the provisions of the West Bengal Ownership Act 1972 or any other co-operative body/Syndicate as the Vendor in its absolute discretion may deem fit and proper
- 12.2 The Vendor shall sign and execute all applications papers deeds documents and instruments as may be necessary and/or required for formation of such Association and in any event the Vendor in its absolute discretion as the constituted attorney of the Purchasers shall be entitled to sign such applications papers deeds documents and instruments as may be necessary and/or required for formation of such Association and the Purchasers hereby consent to the same.
- 12.3 The Purchasers shall become a member of the said Association and in the event of the Purchasers failing to become members of the said Association the Purchasers agree to abide by the rules and regulations which may be framed by the Association from time to time
- 12.4 All costs charges and expenses for formation of such Association shall be paid proportionately by the Purchasers

SECTION XIII – ROOF – RIGHTS RESERVED BY THE VENDOR

- 13.1 The Vendor has reserved for itself the right to make further and/or additional constructions on the existing roof of the said new

building (hereinafter referred to as the ADDITIONAL CONSTRUCTION) and to connect such additional constructions with the facilities/utilities presently existing in the said building it being expressly agreed that the ultimate roof of the said building shall form part of the common parts and portions

13.2 The Vendor shall be entitled to and the Purchasers hereby consents that the Vendor shall be entitled to put up hoardings and shall also be entitled to display the name of Euphoria Group on the exterior and/or roof of the Roof of the said new building as the Vendor may deem fit and proper and the Purchasers hereby consents to the same and the Vendor shall be entitled to receive realize and collect all rents issues and profits arising therefrom and the Purchasers hereby agree not to cause any hindrance nor raise any objection on any account whatsoever or howsoever

13.3 The water tank and other utilities shall be situated on a part or portion of the said Ulterior Roof and the Purchasers agrees not to encroach upon the Roof of the said building nor prevent any person from having access to the said Roof

SECTION XIV – DEFECT LIABILITY

14.1 In the event of there being any structural defect in construction of the said Flat/Unit and if detected within a period of five years from the date of issuance of occupancy certificate and certified so by the Architect for the time being and not occasioned by any act of negligence and/or latches on the part or the Purchasers or any persons claiming through or under them then and in that event the Vendor shall cause such defects to be remedied and/or cured at its own Cost

SECTION XV – EXTRA PAYMENTS

15.1 Simultaneously with the execution of this Deed the Purchasers have made payment of the following amounts as and by way of advances and/or deposits:

- i) Non Refundable deposits :
 - a) Rs. -----/= (Rupees thirty thousand only) payable to Mr. R.L. Gaggar on account of legal fees.
- ii) Adjustable Deposits (Interest free)
 - a) Sinking Fund - Rs.
 - b) Maintenance Deposits - Rs.

15.2 In the event of any part or portion of the said Adjustable Deposits being adjusted and/or appropriated because of any default on the part of the Purchasers, the Purchasers shall be liable and agrees to replenish the amount with the intent and object that it shall be the obligation of the Purchasers to secure the amount payable on account of the Adjustable Deposits.

15.3 The Purchasers shall also be liable to make payment of the amount due and payable on account of stamp duty, registration charges and other incidental expenses for execution and registration of this Deed

15.4 The Purchasers shall also be liable and agrees to make payment of the all rates taxes cess and other outgoings imposed by the statutory authorities for the time being in force

**THE FIRST SCHEDULE ABOVE REFERRED TO
(THE PREMISES)**

ALL THAT the Municipal Premises No.2 Beckbagan Row, P.S. Ballygunge Kolkata 700 019 containing by admeasurement an area of 07 cottahs 15 chittacks 17 sq.ft. (more or less) but upon actual measurement found to

contained an area of 7 cottahs 9 chittacks 3 sq.ft. (more or less) but after an area of 16.64 sq.ft. having been gifted to K.M.C. presently containing by estimation an area of 7 cottahs 8 chittacks and 31.36 sq.ft. (more or less) together C.I. shed structures measuring 2024 sq.ft. more or less standing thereon within the Municipal Limits of Kolkata Municipal Corporation under Ward No. 69 and butted and bounded as follows:

ON THE NORTH : By Beck Bagan Row
ON THE SOUTH : By Premises No. 1 Ahiripukur 1st Lane
ON THE EAST : By Premises No. 8/6, Beck Bagan Row
ON THE WEST : By Ahiripukur 1st Lane

**THE SECOND SCHEDULE ABOVE REFERRED TO
 (UNIT AND THE PROPERTIES APPURTENANT THERETO)**

FIRSTLY ALL THAT the Residential/Commercial Unit No.----- on the ----- floor of the said new building containing by estimation an area of ----- sq.ft. (built-up) equivalent to ----- sq.ft. (super built-up) (more or less) and **SECONDLY** ALL THAT the One covered car parking space being No in the ground floor of the Building **AND** **THIRDLY** ALL THAT the undivided indivisible impartible proportionate share or interest in all common parts and portions (more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written) **AND** **FOURTHLY** ALL THAT the undivided proportionate indivisible impartible share or interest in the land underneath the Building appurtenant and/or allocable thereto (situation whereof is shown and delineated in the map or plan annexed hereto and bordered in RED thereon)

**THE THIRD SCHEDULE ABOVE REFERRED TO
 (Common Parts and Portions)**

1. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
2. Paths passages and open spaces in the building other than those to be intended to be reserved for parking of motor cars or marked by the Seller for use of any co-owner.
3. Driveway in the ground floor of the said premises.
4. Boundary walls of the premises including outer side of the walls of the building and main gates.

5. Staircase including landing on all the floors of the said building upto top floor.
6. Lifts and their accessories installations and spaces required therefore.
7. Standby diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump and for supply of power in the said flat/unit to the extent allocated to the owners herein and/or in the other Flat/Units during power failure and generator room in the ground floor of the building complex.
8. Transformer 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.
9. Water pump and motor with installation and with water supply pipes to overhead water tank and with distribution pipes there from connecting to different flats/units.
10. Underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
11. Water sewerage and drainage connection pipes from the Flats to drains and sewers to the municipal drain.
12. Common toilets in the ground floor of the premises.
13. Room for darwan/security guard, caretaker's office in the ground floor of the premises.
14. Requisite arrangement of intercom/EPABX with connections to each individual flat from the reception in the ground floor.
15. Windows/doors and other fittings of the common area of the properties.
16. Boundary Walls.
17. Ultimate Roof and demarcated portion of the roof of the podium as well.

18. Fire Fighting system/control room.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Easements or Quasi - Easements)

The under mentioned rights easements and quasi easements privileges and appurtenances shall be reserved for Vendors/Confirming Party and/or the Holding Organization.

1. The right in common with the Purchasers and/or other person or persons entitled to the other part or parts of the Building as aforesaid for the ownership and use of common part or parts of the Building including its installations staircases open spaces in ground floor covered spaces electrical installations and other passages.
2. The right of passage in common with the Purchasers and other person or persons as aforesaid for electricity water and soil from and to any part (other than the said Unit) of the other part or parts of the Building through pipes, drains, wires, conduits lying or being under through or over the Said Unit so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the Building for all purposes whatsoever.
3. The right of protection for other portion or portions of the Building by all parts of the Said Unit as far as they now protect the same or as may otherwise become vested in the Purchasers by means of structural alterations to the Said Unit or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the Building.

4. The right for the Holding Organization and / or occupier or occupiers of other part or parts of the Building for the purpose of ingress and egress to and from such other Part or parts of the Building, the front entrances staircase, electrical installation open and covered space and other common passages or paths of the Building.
5. The right of the Holding Organization or its authorized agents 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 such pipes drains wires and conduit underground/ overhead Reservoir, fire fighting equipment as aforesaid.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(Easements or Quasi - Easements)

The under mentioned rights easements and quasi easements privileges of the Purchasers to be enjoyed along with other co-occupiers.

- i) The Purchasers shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the Said Unit or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING UNTO THE holding Organization the rights easements quasi easements privileges and appurtenances hereinafter more particularly set forth in the FOURTH SCHEDULE HERETO.

- ii) The right of access and passage in common with the Holding Organization and/or the co-owners and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, tubewell, lifts and electrical installations and all other covered common areas installations and facilities in the Building and the Said Premises.
- iii) The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Unit with or without vehicles over and along the drive-ways and pathways excepting area which are reserved and PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchasers or any person deriving title under the Purchasers or the servants agents employees and invitees of the Purchasers to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Co-owners and the Holding Organization along such drive way and path ways as aforesaid.
- iv) The right of support shelter and protection of the Said Unit by or from all parts of the Block so far they now support shelter or protect the same.
- v) The right of passage in common as aforesaid electricity water and soil from and to the Said Unit through pipes drains wires and conduits lying or being in under through or over the Building and the Said Premises so as far as may be reasonable necessary for the beneficial occupation of the Said Unit and for all purposes whatsoever.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(HOUSE RULES/USER)

As from the Possession Date by way of separate covenant the Purchasers have agreed:

- a) TO CO-OPERATE with the other co-Purchasers and/or co-buyers and the Vendor in the management and maintenance of the said building.
- b) TO OBSERVE the rules framed from time to time by the Vendor and upon incorporation and/or formation of the Association by such Association
- c) TO ALLOW the Vendor and/or its authorized representative to enter into the said Unit and/or common parts and areas including the Utility Room, for the purpose of maintenance and repairs.
- d) TO PAY and bear the common expenses and other outgoing and expenses since the date of possession and also the rates and taxes for and/or in respect of the said Building including those mentioned in the SEVENTH SCHEDULE hereunder written proportionately for the building and/or common parts/areas and wholly for the said Unit and / or to make deposits on account thereof in the manner mentioned hereunder to or with the Vendor and upon incorporation of the Association to such Association. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the said Unit has been taken or not by the Purchasers.
- e) TO DEPOSIT the amounts reasonably required with the Vendor and/or the Association as the case may be towards the liability for the rates and taxes and other outgoings.
- f) TO PAY charges for electricity in or relating to the said Unit wholly and proportionately relating to the common parts.

- g) To use the said Unit for residential purposes only and for no other purpose whatsoever or howsoever
- h) To pay and discharge all existing and future rates and water charges, taxes, duties, charges, assessments, impositions and outgoings whatsoever which now are or at any time in future may be charged, levied, rated, assessed or imposed in respect of the said Unit
- i) From time to time and at all times to repair and maintain and keep in good and substantial repair and condition the said Unit
- j) To keep the said Unit in a clean and tidy condition and to clean both sides of all windows and window frames and all other glass and other panels in the said Unit

The Purchasers hereby further covenants by way of negative covenants as follows:

- a) NOT TO sub-divide the said Unit and / or the Parking space or any portion thereof.
- b) NOT TO do any act deed or thing or obstruct the construction and completion of the said building in any manner whatsoever and notwithstanding any temporary obstruction in the Purchasers enjoyment of the said Unit.
- c) NOT TO throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and / or compound or any portion of the building except in the space for garbage to be provided in the ground floor of the said building.
- d) 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 too heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.

- e) NOT TO hang from attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- f) NOT TO fix or install air conditioners in the said Unit save and except at the places, which have been specified in the said Unit for such installation.
- g) NOT to allow goods, articles or materials of any description to be stored, stocked or displayed on any of the building common parts or otherwise other than in suitable bins and/or receptacles provided for such purpose.
- h) NOT to do or cause anything to be done in or around the said Unit which may cause or tend to cause or that amount 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 rights and enjoyment thereof or any open passages or amenities available for common use.
- i) NOT to use the said Unit or any part or portion thereof for any political meeting nor for any dangerous noxious or offensive trade or business
- j) NOT to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said residential complex
- k) NOT to permit any sale by auction or public meeting or exhibition or display to be held upon the Unit nor to permit or suffered to be done into or upon the said Unit or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other owners and/or occupiers.

- l) NOT to keep in the said Unit any article or thing which is or might become dangerous, offensive, combustible, inflammable radio active or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Unit and/or any other Unit in the said residential complex
- m) NOT to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex
- n) NOT TO create hindrance/obstruction in any manner whatsoever to occupiers of the other blocks particularly regarding use of Common Parts and Portions.
- o) NOT TO damage or demolish or cause to be damaged or demolished the said Unit or any part thereof or the fittings and fixtures affixed thereto.
- p) NOT TO close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said Unit which in the opinion of the Vendor /Association differs from the colour scheme of the building or deviation or which in the opinion of the Vendor/Association may affect the elevation in respect of the exterior walls of the said building.
- q) NOT TO install grills which are protruding the windows, such grills to be fitted only inside the windows and shall be of such as shall be approved by the Vendor and / or the Architect and the place where such grills are to be put up shall be as designated or identified by the Vendor / Architect / Association.

- r) NOT TO do or 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 building is insured.
- s) NOT TO make in the said Unit any structural addition and / or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the Vendor/Association and / or any concerned authority.
- t) THE PURCHASERS shall not fix or install any window antenna on the roof or terrace of the said building nor shall fix any antenna
- u) The Purchasers shall not object to the sale of any unsold stock such as the Servant's Quarter, car parking space by the Vendor to any other person and/or persons as the Vendor in their absolute discretion may deem fit and proper .
- v) NOT TO use the said Unit or permit the same to be used for any purpose whatsoever other than residential purpose 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 purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutchra or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before,

Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

- w) NOT TO use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car
- x) NOT TO park car on the pathway or open spaces of the building or at any other spaces except the space allotted to it and shall use the pathways as would be decided by the Vendor/ Association.
- y) NOT TO display or permit any person to display raw meat or sacrificing of animals on the common parts or portions of the said building or at the said premises.
- z) NOT TO do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.

CAR PARKING SPACE/S:

- a. Parking of Car will be permitted only if specifically allotted. No parking of Two-wheeler(s) will be permitted unless such space is purchased from the Vendor. Allotment of such Two-wheeler/Car parking space is absolutely at the discretion of the Vendor.
- b. THE said Parking Space/s shall be used only for the Purpose of Parking of car (s).
- c. THE Purchasers shall not permit anybody to reside in the said Parking Space/s or use the same for any other purpose other than parking of cars.
- d. THE Purchasers shall not park nor shall permit anybody to park the car(s) in the said Parking Space(s) in a manner, which may obstruct the movement of other car(s) /Two-wheeler(s).
- e. THE Purchasers shall not be entitled to cover up and / or make any construction on the said Parking Space(s) and / or open spaces.

- f. NOT to store nor permit anybody to store any articles or things into or upon the said Parking Space(s).
 - g. TO abide by all the rules and regulations as may be made applicable for the use of the Parking Space(s) from time to time by the Association.
 - h. MUST NOT let, or part with possession of the Car Parking Space excepting as a whole with the said Unit to anyone else excepting to a person who owns a Unit in the building and the Purchasers will give an undertaking and sign a document of adherence that the Car Parking space will be held only for the parking of cars.
- 10.3 The aforesaid negative covenants are independent of each other and are capable of being enforced independently

**THE SEVENTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)**

- 1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
- 2. Painting with quality paint as often as may (in the opinion of the Holding Organisation) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.
- 3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
- 4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.

5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the property.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming parts of the property.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Seller may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owners/ occupiers of any Units
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual lessee of any Unit.
15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.

17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the owner/occupier of any Units
18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Seller may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management company/Holding Organisation it is reasonable to provide.
21. In such time to be fixed annually as shall be estimated by the Holding Organisation (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organisation for the owners of the Units and shall only be applied in accordance with unanimous or majority decision of the members of the Holding Organisation and with the terms of this Schedule.

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

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

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

SIGNED AND DELIVERED by the
PURCHASER at Kolkata in the
presence of :

**DRAFTED AND PREPARED
IN MY OFFICE:**

**AJAY GAGGAR
ADVOCATE,
HIGH COURT, CALCUTTA
Enrolment No.1160/2003**

RECEIVED of and from the within named Purchaser a sum of **Rs. -----/= (Rupees -----) including GST and all other taxes being the amount payable in terms of this Agreement.**

MEMO OF CONSIDERATION

Date	Cheque/ RTGS	In favour of	Amount
		TDS	
		TOTAL	

(Rupees. ----- only)

WITNESS

(VENDOR)

@@
DATED THIS _____ DAY OF _____ 2023
@@

BETWEEN
SANJAY ATHA & ANR
.... VENDORS
A N D
EUPHORIA GREENS PROJECTS LLP
.... DEVELOPER

A N D

..... PURCHASER

CONVEYANCE
Unit No. ----- FLOOR
2 BECK BAGAN ROW
KOLKATA 700017

GAGGAR & CO. LLP
SOLICITORS & ADVOCATES
6 OLD POST OFFICE STREET
KOLKATA 700001