

DRAFT DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and Eighteen (2018 A.D.).

BETWEEN

(1) M/S. SHRIK PROPERTY PVT. LTD, holding PAN : AAECM1860B, (2) M/S. NIRMAL COMPLEX PVT. LTD, holding PAN : AACCN0832G, (3) M/S. NAWHAL FINANCIAL AND SERVICES PVT. LTD, holding PAN : AADCN1220B, (4) M/S. MAINK HOUSING PVT. LTD, holding PAN : AAECM1850D, (5) M/S. CALVIN MARKETING PVT. LTD, holding PAN : AAHC186KA, (6) M/S. DYNASTY VANIYA PVT. LTD, holding PAN : AABCD1171E, (7) M/S. MADHUR ENCLAVE PVT. LTD, holding PAN : AAECM1851C, (8) M/S. MEMORY ESTATE PVT. LTD, holding PAN : AAECM1852B, (9) M/S. PURNIMA PROMOTERS PVT. LTD, holding PAN : AADP1540E, (10) M/S. OLIVER ENCLAVE PVT. LTD, holding PAN : AAACD7383F, (11) M/S. BITHAL COMPLEX PVT. LTD, holding PAN : AACCR9742H, (12) M/S. LARIKA TRADECOM PVT. LTD, holding PAN : AAACL5341F, (13) M/S. SWAGATAM DISTRIBUTOR PVT. LTD, holding PAN : AADCN0821L, (14) M/S. RAINCOM GOODS PVT. LTD , holding PAN : AADH8581M, (15) M/S. AZAD DEALERS PVT. LTD holding PAN : AACCA5415G , (16) M/S. NITRAJ DEALERS PVT. LTD, holding PAN : AADCN0371M, (17) M/S. BIRENDABAN ENCLAVE PVT. LTD, holding PAN : AACCR7619C, (18) M/S. BRIJBHUMI CONSTRUCTION PVT. LTD, holding PAN : AACCR7609K, (19) M/S. KASTURI MERCANTILE PVT. LTD, holding PAN : AADH89024G, (20) M/S. BAJRANG MANSION PVT. LTD, holding PAN : AADCH4549B, having their respective Registered Offices at (17), Landowne Terrace, Kolkata -700 026, P. S. - Lake and (21) M/S. HEVANDERP TRADING COMPANY PVT. LTD, , holding PAN : AAACJ7744E, a Private Limited Companies within the meaning of the Companies Act, 1956 or extended by the Companies Act, 2013, having its Registered Offices at (10/12, Syed Sulley Lane, 1<sup>st</sup> Floor, P. S. Barabazar, Kolkata - 700013) all Private Limited Companies, within the meaning of Companies Act, 2013, having their respective Offices at (17), Landowne Terrace, P. S. - Lake, Kolkata -700 026 represented by their Authorized Signatory, Mr. Aditya Agarwal, son of Mr. Sanil Agarwal, holding PAN : AFEPA7678B, and presently residing at (10/1, Palm Avenue, Kolkata - 700 019, P. S. - Karmya, hereinafter, jointly called and referred to as the "FIRST PARTY/OWNER" (which expression shall unless otherwise excluded by or repugnant to the subject or context shall be deemed to mean and include their successors or successors-in-office and/or assignee(s) of the FIRST PARTY,

AND

M/S. EDEN RICHMOND PARK LLP (PAN : AAVFAD641A ) a Limited Liability Partnership incorporated in accordance with the provisions of the Limited Liability Partnership Act 2008, having its Registered Office at 17/1, Landowners Terrace, P. O. Kalighat, P. S. - Lake, Kolkata 700 026 represented by its Authorized Signatory Mr. Aditya Agarwal, son of Mr. Satil Agarwal, holding PAN : AFEPA7638D, and presently residing at 10/1, Palm Avenue, Kolkata - 700 019, P. S. - Karmya, hereinafter called and referred to as the "DEVELOPER" (which expression shall unless otherwise excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or assigns (in office and/or assigns etc.) of the SECOND PART,

AND

(1) \_\_\_\_\_, son of Mr. \_\_\_\_\_, aged about \_\_\_\_\_ years, holding PAN: \_\_\_\_\_, by Occupation \_\_\_\_\_ & (2) \_\_\_\_\_, wife of \_\_\_\_\_, aged about \_\_\_\_\_ years, holding PAN: \_\_\_\_\_, by Occupation \_\_\_\_\_, both are by Maritally \_\_\_\_\_, by Faith \_\_\_\_\_, and presently residing at \_\_\_\_\_,

hereinafter, jointly, called & referred to as the "PURCHASERS" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their heirs, successors, executors and/or assigns etc.) of the THIRD PART,

PART- I (DEFINITIONS)

- (1) Unless, in these presents, there is something contrary or repugnant to the subject or context
- (i) "Said Premises" shall mean the land comprised in and situated in and being the Premises now known as "EDEN TOLLY CASCADES" situate lying at and being premises No. at 8947, Ranchandrapur Golpia Road, Kolkata 700104, under Mouza - Ranchandrapur, within Kolkata Municipal Corporation Ward No. - 142, P. S. - Bandrupur ( Formerly known as Thakurpukur, Dist - within the limits of South 24 Parganas, West Bengal, containing an area of more or less 62 (Sixty Two) Kattaks 10 (Ten) Chhataks , more or less, morefully and particularly mentioned and described in the FIRST SCHEDULE hereunder written and wherever the context so permits or intends shall include the New Building thereon
- (ii) "New Building" shall mean the new building being constructed and completed at the premises by the Vendor.

- iii) "Co-Owners" according to the context shall mean all the buyers/owners who from time to time have purchased or agreed to purchase and taken possession of any Unit including the Vendor for those units, spaces, areas, parking areas etc. not allotted or agreed to be allotted by the Vendor.
- iv) "Common Areas and Installations" shall mean and include the areas of installations and facilities appertaining to the said Premises as mentioned and specified in the THIRD SCHEDULE hereunder written and expressed or intended by the Vendor for common use and enjoyment of the Co-owners but shall not include any open terrace on any floor of the New Building attached to any flat/unit and also shall not include the parking spaces at or within the premises which the vendor may use or permit to be used for parking of motor cars and other vehicles and the vendor shall have the absolute right to deal with the same, as which the purchaser hereby assents.
- v) "Common Expenses" shall mean and include all expenses for the maintenance, management, upkeep and administration of the building complex and in particular the common areas and installations and holding of external services in common to the co-owners and all other expenses for the common purposes including those mentioned in the FOURTH SCHEDULE hereunder written to be contributed, borne, paid and shared by the co-owners.
- vi) "Common Purposes" shall mean and include the purposes of managing, maintaining, up-keeping and administering the said building complex and in particular the common areas and installations, rendering services in common to the co-owners, collection and disbursement of the common expenses and dealing with the matters of common interest of the co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the common areas and installations in common.
- vii) "Units" shall mean the independent and self-contained flats and other constructed unseizable spaces in the new building at the said premises capable of being exclusively held or occupied by a person.
- viii) "Parking Spaces" shall mean spaces at or portions of the ground floor of the new building and also spaces on the open compound at the ground level of the premises for parking of motor cars, two wheelers and other vehicles permitted by the vendor.
- ix) "Super -Built-Up Area" according to the context shall in relation to the said Unit or any other unit in the new building mean and include
- ai) the covered plinth built-up area of such unit and include the thickness of the external and internal walls thereof and columns therein PROVIDED THAT if any wall or

columns be common between two units, then one half of the area under such wall or column shall be included in the area of each such unit and if any open terrace is attached to any unit and transferred by the vendor with such unit then the area of such open terrace

- (i) Proportional share of the area of the common areas and installations.
- (ii) Overhead water tank
- (iii) Underground water reservoir
- (iv) Septic tank
- (v) Lift machine room
- (vi) Plumbing ducts
- (vii) Boundary wall

(i) "Proportionate" or "Proportionately" or "Proportionate Share" according to the apportion shall mean the proportion in which the super built up area of any unit may bear to the super built up area of all units in the new building PROVIDED THAT where it refers to the share of the purchase or any amount in any rates and/or Sales Tax, VAT, Service Tax amongst the common expenses then such share of the whole shall be determined on the basis of such rates and/or Sales Tax, VAT, Service Tax are being respectively levied.

(ii) "Said Unit" shall mean the Unit being a Flat or a portion of the New Building respectively and particularly mentioned and described in the SECOND SCHEDULE hereunder written TOGETHER WITH the open terrace, if any, attached thereto and if so specifically mentioned in the SECOND SCHEDULE hereunder written AND TOGETHER WITH proportionate, undivided, indivisible, imperible and variable share in the Common Areas and Installations and wherever the context so includes or permits shall include the right of parking one motor car if purchased at the Parking Space at the said premises as mentioned and described in the within stated SECOND SCHEDULE and wherever the context so intends or permits shall also include the said share in the said premises.

(iii) "Said share in the said premises" shall mean proportionate, undivided, indivisible, imperible, variable share in the land comprised in the said premises attributable to the said Flat comprised in the said Unit.

(iv) "Building Permit" shall mean the plan for construction of the New Building sanctioned by Kollata Municipality bearing Building Plan No. 2017164330, dated - 22.02.2018 and shall include

modifications thereto and/or alterations thereof as may be made by the Vendor with the approval of the Architect and/or the Kolkata Municipality, South 24 Parganas.

(vi) Words importing 'Singular Number' shall include the 'Plural Number' and vice versa. Words importing 'Masculine Gender' shall include the 'Feminine Gender' and 'Neuter Gender' as the case may be; similarly words importing 'Feminine Gender' shall include 'Masculine Gender' and 'Neuter Gender' as the case may be; Likewise 'Neuter Gender' shall include 'Masculine Gender' and 'Feminine Gender' as the case may be.

(vii) "HOLDING ORGANISATION" shall mean the Association or the Holding Organisation of all flat holders of the Building. The flat owners of all the flats of the building including the said purchaser as the Owner of the said flat hereby to be sold shall form and will join and be members of the said organization. The said Holding Organisation/Association shall be formed by the said vendor herein upon sale and transfer of all the flats in all the buildings and on payment of all amounts due and payable by the flat purchasers in the respective buildings payable towards the price of the said flat and also other deposits and security in terms of this Agreement and also upon all flat purchasers in the building having taken possession of the respective flats and/or will be deemed to have taken possession of the said flats and the said Holding Organisation/Association shall take over management and maintenance and administration and repairs of the common portions of the respective buildings and also of the common portions in the complex AND the Holding Organisation/Association shall remain in control management maintenance and administration thereof. The purchaser shall pay proportionately to the said Association the proportionate share of the costs and expenses for the management, maintenance and administration, repairing and up-keeping of the common portion and other expenses necessary in respect of the said Building.

### PART-II: RECITALS

WHEREAS One (1) SMT. CHABI @ CHABIRANI PATRA, wife of Late Radha Krishna Patra AND (2) SMT. SONALI PATRA @ MONDAL, wife of Shri Parvat Mondal and daughter of Late Radha Krishna Patra, jointly, became the absolute owners in respect of 26<sup>th</sup> undivided share in 24 Katta No 05 Chittala Ln., 11 Katta No 07 Chittala 01 Square Feet of land lying in Manca - Ramchandrapur, Pargana - Alagata, R. S. No. 334, Torij No. 01601, J.L. No. 11, H.S. Dag No. 112 under E.S. Khatian No. 122, corresponding to L.R. Dag No. 550 under L.R. Khatian Numbers 188 & 146, P.S. - Haridepur, District 24 Parganas (South) by virtue of inheritance and succession.

AND WHEREAS the aforesaid owners while enjoying right, title, interest and possession in respect of their schedule property measuring more or less 31 Kattahs 07 Chuttaks 01 Square Feet, sold conveyed and transferred their aforesaid undivided share in the said land to M/s. Misk Property Pvt. Ltd. & Others, the Owners herein, in pursuance to sell by virtue of a 'Deed of Conveyance', which was registered in the office of A.R.A. - I, Kollam on 28.08.2014, and duly recorded in Book no. - C CD Volume No. 18, written in pages from 6905 to 6929 being Deed No. 8068 for the year 2014.

AND WHEREAS One SHRI SITANATH PATRA, son of Late Bijay Kumar Patra became the absolute owner of 1/8<sup>th</sup> undivided share in 34 Kattah 05 Chuttaks i.e., 04 Kattah 14 Chuttaks 19 Square Feet of land lying in Mizam - Barachandrapur, Pargana - Magara, R.S. No. 234, Tola No. 41611, S.L. No. 31, R.S. Dng No. 112 under R.S. Khatian No. 122 corresponding to L.R. Dng No. 80 under L.R. Khatian No. 808, P. S. - Haridevpur, District 24 Parganas (South) by virtue of inheritance and succession from his father.

AND WHEREAS while enjoying the right, title, interest and possession in respect of his schedule property measuring more or less 64 Kattah 14 Chuttaks 19 Square Feet of land, SHRI SITANATH PATRA, son of Late Bijay Kumar Patra, sold conveyed and transferred a part land of about 01 Kattah 14 Chuttaks 19 Square Feet to M/s. Misk Property Pvt. Ltd. & Others, the Owners herein, in pursuance of sell by virtue of a 'Deed of Conveyance' which was registered in the office of A.R.A. - Kollam on 26.08.2014, and duly recorded in Book no. - C CD Volume No. - 18, written in pages from 6950 to 6972 being Deed No. 8070 for the year 2014 and he retained the balance land of about 3 Kattah with him.

AND WHEREAS One SHRI SHIVAMAL PATRA son of Late Radha Krishna Patra became the absolute owner of 1/8<sup>th</sup> undivided share in 34 Kattah 05 Chuttaks i.e., 05 Kattah 11 Chuttaks 23 Square Feet of land lying in Mizam - Barachandrapur, pargana - Magara, R.S. No. 234, Tola No. 41611, S.L. No. 31, R.S. Dng No. 112 under R.S. Khatian No. 122, corresponding to L.R. Dng No. 80 under L.R. Khatian No. 1290, P.S. Haridevpur, District 24 Parganas (South) by virtue of inheritance and succession from his father.

AND WHEREAS while enjoying the right, title, interest and possession in respect of his schedule property measuring more or less, 05 Kattahs 11 Chuttaks 23 Square Feet of land, SHRI SHIVAMAL PATRA son of Late Radha Krishna Patra sold conveyed and his aforesaid undivided share in the said

land to M/s. Misk Property Pvt. Ltd. & Others, the Owners herein, in pursuance of sell by virtue of a 'Deed of Conveyance' which was registered in the office of A.R.A. I, Kolkata on 28.08.2014, and duly recorded in Book no. - I, CD Volume No. 19, pages from 6948 to 7011, Deed No. 8071 for the year 2014.

AND WHEREAS One SHRI SASHINATH @ KASHINATH PATRA son of Late Radha Krishna Patra became the absolute owner of 1/6<sup>th</sup> undivided share in 14 Kattah 05 Chuttaka i.e., 85 Kattah 11 Chuttaka 23 Square Feet of land lying in Moosa - Ranchhatrapur, pargana - Magura, R.S. No. 334, Toraj No. 416B1, J.L. No. 31, R.S. Dag No. 312 under R.S. Khatian No. 122, corresponding to L.R. Dag No. 590 under L.R. Khatian No. 245, P.S. Harolepur, District 24 Pargana (South) by virtue of inheritance and succession from his father.

AND WHEREAS while enjoying the right, title, interest and possession in respect of his schedule property amounting more or less, 02 Kattah 13 Chuttaka 23 Square Feet of land SHRI SASHINATH @ KASHINATH PATRA son of Late Radha Krishna Patra sold conveyed and transferred a part land of about 02 Kattah 11 Chuttaka 23 Square Feet to M/s. Misk Property Pvt. Ltd. & Others, the Owners herein, in pursuance of sell by virtue of a 'Deed of Conveyance' which was registered in the office of A.R.A. I, Kolkata on 26.08.2014, and duly recorded in Book no. I, Deed No. 8072 for the year 2014 and he retained the balance land of about 3 Kattah with him.

AND WHEREAS One USMET, RADHARANI PATRA wife of Late Bijay Kumar Patra, 2) SHRI FARANATH PATRA son of Late Bijay Kumar Patra and 3) SMT. BRAUPADI JELE wife of Shri Parap Jele and daughter of Late Bijay Kumar Patra became the absolute joint owners of 1/7<sup>th</sup> undivided share in 14 Kattah 05 Chuttaka i.e., 14 Kattah 11 Chuttaka 12 Square Feet of land lying in Moosa - Ranchhatrapur, pargana - Magura, R.S. No. 334, Toraj No. 416B1, J.L. No. 31, R.S. Dag No. 312 under R.S. Khatian No. 122, corresponding to L.R. Dag No. 590 under L.R. Khatian No. 245, P.S. Harolepur, District 24 Pargana (South) by virtue of inheritance and succession.

AND WHEREAS while enjoying the right, title, interest and possession in respect of their schedule property amounting more or less 14 Kattah 11 Chuttaka 12 Square Feet sold conveyed and transferred their absolute undivided share in the said land to M/s. Misk Property Pvt. Ltd. & Others, the Owners herein, in pursuance of sell by virtue of a 'Deed of Conveyance', which was registered in the office of A.R.A. - I, Kolkata on 28.08.2014, and duly recorded in Book no. I, CD Volume No. 19, pages from 7024 to 7060, Deed No. 8073 for the year 2014.

AND WHEREAS One 1) SMT. PROJAPATI PATRA, daughter of Late Bijay Kumar Patra, 2) SMT. MINATI MONDAL, wife of Palash Mondal and daughter of Late Bijay Kumar Patra and 3) SMT. LAPATI MONDAL, wife of Shri Bhawanath Mondal and daughter of Late Bijay Kumar Patra became the absolute joint owners of 37<sup>th</sup> undivided share in 34 Kattaha 05 Chattaka i.e., 14 Kattaha 11 Chattaka 12 Square Feet of land lying at Moam – Rarochandrapur, pargana – Magura, R.S. No. 334, Tangi No. 41441, J.L. No. 33, R.S. Dag No. 312 under R.S. Khata No. 122, corresponding to L.R. Dag No. 550 under L.R. Khata No. 108, P.S. Haridevpur, District 24 Pargana (South) by virtue of inheritance and succession.

AND WHEREAS while enjoying the right, title, interest and possession in respect of their schedule property measuring more or less 14 Kattaha 11 Chattaka 12 Square Feet and conveyed and transferred their aforesaid undivided share in the said land to M/s. Mirik Property Pvt. Ltd. & Others, the Owners herein, in pursuance to sell by virtue of a 'Deed of Conveyance', which was registered in the office of A.R.A. - I, Kollata on 28.08.2014, and duly recorded in Book no. 1, CD Volume No. 19, pages from 7061 to 7085, Deed No. 8074 for the year 2014.

AND WHEREAS One 1) SMT. SHEFALI MAKHAL, wife of Shri Basu Makhel and daughter of Late Radha Krishna Patra and 2) SMT. INPALI BORA, wife of Shri Joydev Bor and Daughter of Late Radha Krishna Patra became the absolute owner of 2-6<sup>th</sup> undivided share in 34 Kattaha 05 Chattaka i.e., 11 Kattaha 07 Chattaka of land lying in Moam – Rarochandrapur, pargana – Magura, R.S. No. 334, Tangi No. 41441, J.L. No. 31, R.S. Dag No. 312 under R.S. Khata No. 122, corresponding to L.R. Dag No. 550, P.S. Haridevpur, District 24 Pargana (South) by virtue of inheritance and succession.

AND WHEREAS while enjoying the right, title, interest and possession in respect of their schedule property measuring more or less 11 Kattaha 07 Chattaka and transferred their aforesaid undivided share in the said land to M/s. Mirik Property Pvt. Ltd. & Others, the Owners herein, in pursuance to sell by virtue of a 'Deed of Conveyance', which was registered in the office of A.R.A. - I, Kollata on 28.08.2014, and duly recorded in Book no. 1, CD Volume No. 19, pages from 7086 to 7110, Deed No. 8075 for the year 2014.

AND WHEREAS by virtue of aforesaid seven numbers 'Deeds of Conveyance' mentioned hereinafore in PART – I to PART – VII and M/s. Mirik Property Pvt. Ltd. & Others



became joint owners, occupants, seized and possessed of schedule property measuring 62 Kattah 10 Chattraks appertaining to R.S. Dag No. 312 corresponding to L. R. Dag No. 350 under L. R. Section No. 3675 to 3694 in Mouza - Ramchandrapur, J. L. No. - 21; new location - Premises No. 8947 Ramchandrapur (Jalpa Road), P. S. - Haridwarpur, (formerly known as Thakurpukur), Kolkata - 700 104, within K.M.C. Ward No. - 142 minutely and particularly described in the FIRST SCHEDULE hereunder written and hereinafter referred to as the SAID PLOT/PROPERTY and the said owners have been paying their Khajna before local B.L. & L.R.O. authority regularly.

AND WHEREAS the Vendors, herein, jointly, are absolutely seized and possessed of or otherwise well and sufficiently entitled to All That piece and parcel of land measuring more or less 62 (Sixty Two) Kattahs 10 (Ten) Chattraks more fully and particularly described in the First Schedule hereunder written and hereinafter for the sake of brevity referred to as the said property, free from all encumbrances, charges, liens, dependencies, attachments, trusts,

AND WHEREAS the entirety of the said premises is presently under the occupation of the aforesaid Vendors, After being lawfully owner of the said landed property measuring 62 (Sixty Two) Kattahs 10 (Ten) Chattraks, more or less, the said Vendors had intimated their name in the office of Rajpur Sonarpur Municipality as recorded owner in respect of the said property stated hereinabove and had been numbered as being municipal premises No. Premises No. 8947, Ramchandrapur (Jalpa Road), Kolkata 700104 within the limits of Rajpur Sonarpur Municipality under ward no. 26.

AND WHEREAS in consideration of what is hereinafter appearing the Owners have agreed to grant the exclusive right of Development in respect of the said total land unto and in favour of the Developer herein and the Developer has agreed to undertake development of the said land and to incur all costs charges and expenses in connection therewith including the cost of preparation and sanction of the plan ( hereinafter referred to as the CONSTRUCTION COST) and to cause new building/s and/or a decent Housing Complex to be constructed on the said land ( hereinafter referred to as the HOUSING COMPLEX) and thereafter to sell and transfer the various flats, units, apartments constructed spaces and car parking spaces forming part of the said Housing Complex to the intending purchasers.

AND WHEREAS on the request of the said Vendors, the Developer herein had agreed to develop the said property and to commercially exploit the same for the consideration and on the terms and conditions hereinafter appearing.

AND WHEREAS the said Developer had undertaken the construction of the building on the plot of land owned by the said Vendor and Developer particulars of which are described in FIRST SCHEDULE hereunder written and hereinafter called the said land and had obtained a building plan duly sanctioned from Kulkarni Municipality vide 20/7140380 dated 22/02/2018.

AND WHEREAS that the Developer at their cost and expenses constructed and developed the building having well contained residential flats/ units on the schedule property in accordance with the building plan sanctioned by the Competent authority and such specification as recommended by the Architect from time to time appointed for the purposes.

AND WHEREAS by an Agreement dated 06-11-2017, entered into between the Vendor and the Developer, the Vendor's have granted the exclusive right of development in respect of the said property units and in favour of the Developer herein for the consideration and subject to the terms and conditions ascertained and recorded in the said Agreement ( hereinafter referred to as the JOINT DEVELOPMENT AGREEMENT) and the said Development Agreement was duly registered at the D. T. R. - II, South-24 Parganas, West Bengal, recorded in Book No. I, Volume No. - 1602-2017, written in Page No. - 295362 to 295315, being Deed No. - 160209879 for the year 2017.

AND WHEREAS by and under the said Joint Development Agreement it has been agreed between the parties thereto that the Various Flats units apartments constructed spaces will be sold and transferred by the Developer and the total revenue accruing there from shall be shared between the Vendor and the Developer in the manner as provided for in the said Development Agreement.

AND WHEREAS Vendors have given a Registered Power of Attorney dated 10-11-2017, duly registered at the Office of - at the Office of Additional Registrar of DSR - II, South-24 Parganas, Kulkarni recorded in Book No. - I, Volume No. 1602-2017, written in Page No. 200060 to 200120, being Deed No. - 160210031 for the year 2017 in favour of the Developer granting the several powers therein stated and to effectuate and implement the construction of the Building Complex at the said premises in a better and more expeditious manner and to share the sale proceeds among themselves. The Vendor agreed to use power upon the Developer in respect of certain additional responsibilities more fully mentioned therein.

AND WHEREAS for the sake of convenience of use and enjoyment of the said respective building to be built by developer, the Vendor and Developer have agreed to provide passages to be used in common by the Occupiers/ Owners of the respective flats of the respective buildings and also to provide common conveniences for ingress to and egress to from the respective building through the areas of common passages agreed to be provided by the said Vendor and Developer.

AND WHEREAS the said Vendor and Developer have obtained building plan duly sanctioned by Rajmundry Municipality and they have also decided to construct building on the above said plot of land owned by them with the intention to sell and transfer the same to the intending purchasers and to deal with the respective flats of the respective building without any objection, claim, dispute by the others save that the respective flat holders of the respective building to be constructed by the Developer and also would be given the rights and benefits to use in common passage and paths agreed to be provided by the Vendor and Developer for the convenience of enjoyment and use and benefits of the flat holders of the respective building.

AND WHEREAS the said Vendor and Developer have jointly agreed to sell flats available to the respective purchasers/ holders of the respective buildings to be constructed by the said Developer. The rights of access to and from the respective flats of the respective buildings to be respectively purchased by the respective purchasers including the above stated purchaser from through and along the pathways and passages provided to lay out on the ground floor of the said Complex for better enjoyment facilities and use and convenience of ingress and egress from the main public Municipal Road up to the pieces of the respective buildings in the said complex.

AND WHEREAS the Purchaser has considered the sanction plan of the said building and is desirous of acquiring on ownership basis all that flat/ unit as mentioned and particularly mentioned and described in SECOND SCHEDULE hereunder written being constructed by the Developer on the land of the said Plot mentioned herein above together with proportionate indivisible undivided share in the land below the said building together with the proportionate undivided indivisible share in common parts of the said building attributable to the area of the said flat mentioned in the SECOND SCHEDULE hereunder written under construction on the land of the said plot at the price and on the terms and conditions hereinafter stated.

AND WHEREAS by an agreement dated \_\_\_\_\_ made between the said Vendor of the FIRST PART, The Developer of the SECOND PART and the Purchaser of the THIRD PART, the Vendor/ Developer have agreed to sell all that Unit in or portion of the building being Unit/Flat No. "\_\_\_\_" on the \_\_\_\_\_ FLOOR, in BLOCK - "\_\_\_\_" measuring area about \_\_\_\_\_ Sq. Ft. (Super built up) more

or less TOGETHER WITH right to park ONE small/medium sized motor car on the CAR PARKING SPACE of the said Premises now known as 'EDEN TULLY CASCADES' situate being at and being Premises No. 5967, Ramchandrapur (Julpie Road), Kolkata 700104 in Mouza - Ramchandrapur, Police Station - Haridevpur ( Formerly known as Thakurpukur), under Kolkata Municipality Ward No. 142, within the limit of District - South 24 Parganas, West Bengal, more fully described in the SECOND SCHEDULE hereunder written TOGETHER WITH proportionate undivided indivisible share in common areas and installation and also TOGETHER WITH proportionate undivided share of land comprised in the said premises hereunder written at a valuable consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) and on the terms and conditions covenants and stipulations stated in the said agreement to the Purchaser.

AND WHEREAS the said Purchaser has from time to time after the date of the said agreement paid the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) being the consideration amount in full to the vendor.

AND WHEREAS the Vendor has good, clear and marketable title in respect of the said flat as described in the SECOND SCHEDULE.

AND WHEREAS the Vendor has also duly made over possession of the said Unit to the said purchaser on the date of this presents and the purchaser have duly satisfied themselves about the construction of the said Unit and materials used and also about the further features of the said flat.

### PART-III. WITNESSETH

1. NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) paid by the purchaser to the Developer at or before the execution hereof (the receipt whereof the Developer do hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof hereby forever release discharge and acquit the Purchaser and the said Unit) the Developer do hereby grant sell convey transfer assign and assure ALL THAT the said Unit being the FLAT NO. '\_\_\_\_\_' on a portion on the \_\_\_\_\_ FLOOR at BLOCK - '\_\_\_\_\_' of the New Building at the said premises TOGETHER WITH right to park ONE small/medium sized motor car on the COVERED CAR PARKING SPACE at the said premises and more fully mentioned and described in the SECOND SCHEDULE hereunder written TOGETHER WITH the said share in the said premises being proportionate, undivided, impartible,

including and variable share in the land comprised in the said premises fully described in the FIRST SCHEDULE hereunder written attributable and appertaining to the said unit AND TOGETHER WITH the proportions, undivided, impartible, indivisible and variable share in the common Areas and Installations fully mentioned and described in the THIRD SCHEDULE hereunder written attributable to the said unit AND TOGETHER WITH the right to use and enjoy the Common Areas and Installations in connection with the other occupants AND covenants or reservations remainder or remainders and the rents issues and profits of and in connection with the said Unit AND all the estate right title interest property claim and demand whatsoever of the Vendor in to or upon the said Unit TOGETHER WITH easements quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit belonging to the Purchaser as set out in the FIFTH SCHEDULE hereunder written BUT EXCEPTING AND RESERVING unto the Vendor and other persons deriving title under the Vendor such easements quasi-easements and other stipulations and rights as set out in the SIXTH SCHEDULE hereunder written AND ALSO EXCEPTING AND RESERVING the properties and rights as lawfully stated hereunder TO HAVE AND TO HOLD the said Unit unto and to the use of the Purchaser absolutely and forever BUT SUBJECT NEVERTHELESS TO the Purchaser's covenants and agreements hereunder contained and on the part of the Purchaser to be observed, fulfilled and performed (including the restrictions, conditions, covenants and obligations set forth in the SEVENTH SCHEDULE hereunder written) AND SUBJECT TO the Purchaser paying and discharging municipal and all other rates, taxes, impositions and all other outgoings on and in respect of the said Unit wholly and the Common Expenses and all municipal and other rates, taxes and impositions and other outgoings on and in respect of the said premises and in particular the common Areas and Installations proportionately.

**2. THE VENDOR DO HEREBY COVENANT WITH THE PURCHASER as follows:-**

2.1 The interest which the Vendor do hereby profess to transfer absolute and that the Vendor have good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Purchaser the said Unit in the manner aforesaid.

2.2 It shall be lawful for the Purchaser, from time to time and at all times hereafter to peacefully and quietly but subject nevertheless to the provisions herein contained, to hold use and enjoy the said Unit and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever done or by the Vendor or any of them or any person or persons claiming through under or in trust for the Vendor or any of them AND freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever save only those as are expressly mentioned herein.

2.3 The Vendor shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser make the acknowledge execute and perform all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assenting the said Unit hereby granted sold conveyed and transferred unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser.

2.4 The Vendor, unless prevented by fire or some other irresistible force, shall upon reasonable request and at the costs of the Purchaser produce or cause to be produced to the Purchaser or to his attorney-at-law for inspection the title deeds in connection with the said premises and also shall, at the like requests and costs of the Purchaser, deliver to the Purchaser attested or Xerox copies thereof as the Purchaser may require and will, in the meantime, unless prevented as aforesaid, keep the same safe, not obliterated and unencumbered.

3. **THE PURCHASER DOETH HEREBY COVENANT WITH THE VENDOR as follows:-**

3.1 The Purchaser, or as to bind himself to the Vendor and the other co-owners and so that this covenant shall be for the benefit of the New Building and the other Unit therein and every part thereof hereby covenants with the Vendor and with all the other co-owners that the Purchaser and all other persons deriving title under him will at all times hereafter observe the restrictions set forth in the SCHEDULE HEREIN.

3.2 Before the execution of these presents, the Purchaser has examined and fully satisfied himself as to the following:

(i) The purchaser has examined and got himself fully satisfied about the title of the Vendor to the said Unit and the said share in the said premises and accepted the same. The Purchaser has also accepted such title to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection with regard thereto or make any requisition in connection therewith.

(ii) The Purchaser has also inspected the building permit sanctioned by the Rajpur- Sonarpur Municipality, South 24 Parganas in respect of the New Building and the said Unit and also satisfied himself about the purpose, nature of use and the area of the said Unit as stipulated herein and agrees and covenants not to raise any objection or dispute with regard thereto.

(iii) The Purchaser has examined the workmanship and quality of construction of the said Unit and the New Building and the Common Areas and Installations and the fittings and fixtures provided therein and has fully satisfied himself with regard thereto and confirms that the same are to his full satisfaction and

shall not raise any question or objection or make any claim or demand whatsoever against the Vendor with regard thereto or otherwise.

1.1. The Purchaser binds himself to pay regularly and punctually the following amounts and outgoings:

(a) Municipal rates and taxes and water tax, if any, assessed on or in respect of the said Unit directly to the Rajaraj-Sourgar Municipality, South 24 Parganas / Kolkata Municipal Corporation. Provided that as long as the said Unit is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Vendor the proportionate share of all such rates and taxes assessed on the said premises.

(b) All other rates, taxes, impositions, levies, dues and outgoings (including Building tax under the West Bengal Building Tax Act, 1996, if payable) whether existing or as may be imposed or levied at any time in future on or in respect of the said Unit or the New Building or the said premises and whether levied from or payable by the Purchaser or the Vendor, and the same shall be paid by the Purchaser wholly in case the same relates to the said Unit and proportionately in case the same relates to the New Building or the said premises.

(c) Electricity charges for electricity consumed in or relating to the said Unit and the same shall be paid to the Vendor till the formation of the Association based on the reading shown in the sub-meter provided for the said Unit by the Vendor at such rate at which the Vendor are liable to pay the same to the CEFC Limited / WSPCL.

(d) Charges for using, enjoying and/or availing any other utility or facility, if exclusively in or for the said Unit, wholly and, if in common with the other co-owners, proportionately to the Vendor or the appropriate authorities as the case may be.

(e) Proportionate share of all common Expenses (including those mentioned in FOURTH SCHEDULE hereunder written) to the Vendor from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Vendor or the Association, upon its formation, maintenance and proportionate share of the Common Expenses per month on the basis of super built-up area of the said Unit for a period of one year from the date of issue of The Completion Certificate or the date of Deemed or actual possession, whichever is earlier. The said Minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Vendor or the Association, upon its formation at their sole and absolute discretion after taking into consideration the common services provided.

10. All penalty, recharge, interest, costs, charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates, taxes, impositions, and obligations wholly or proportionately as the case may be.

11.1 The liability of the Purchaser for payment of all or any of the amounts specified in clause 3.5 and its sub-clauses herewith shall be accrued from the date of delivery of possession of the said Unit to the Purchaser and unless otherwise expressly mentioned elsewhere herein, all payments mentioned hereunder shall be made within 7<sup>th</sup> day of the English Calendar month for which the same be due in case of monthly payment and otherwise due of other payments herein mentioned shall be made within 7 days of a demand being made by the Vendor or the Association, upon its formation PROVIDED THAT any amount payable by the Purchaser directly to any authority shall always be paid by the Purchaser within the stipulated due date in respect thereof. The bills and demands for the amounts payable by the purchaser shall be deemed to have been served upon the Purchaser, in case the same is left in the said Unit or at the letter box in the ground floor of the said building and earmarked for the said unit.

11.2 Any appointment of the liability of the Purchaser in respect of any item of expenses tax, duty, levy or outgoings payable by the Purchaser and other co-owners shall be so done by the Vendor or the Association, upon its formation, whose decision shall be final and binding on the Purchaser. Further, so long as the Vendor or any of them look after the maintenance, the Purchaser shall not hold the Vendor liable for retaining any accounts or explanation of any expenses incurred by the Vendor in its acts relating to the Common Purpose nor shall the purchaser be entitled to hold the Vendor or any of them responsible in favour of any accounts vouchers, bills, documents etc. in any manner.

12. If at any time hereafter there be imposition of any new or enhancement in any tax or levy or betterment fee or development charges or levies under any Statute, Rules and Regulations in the said premises and/or the said Unit or on the transfer thereof or any part thereof, the same shall be borne and paid by the Purchaser partly or wholly, as the case may be, within 7 days of demand being made by the Vendor or the Association, upon its formation without raising any objection thereto.

13. The Purchaser shall in case already not so done, within 6 months from the date hereof apply for and obtain separate assessment of the said Unit from The Hapur - Sonapat Municipal Corporation / Sonapat Municipal Corporation.

14. Until separate assessment of the said Unit for the Purpose of municipal rates and taxes, the Purchaser shall let out or part with the possession of the said Unit only after prior information in writing to the Vendor of the full particulars of the occupant and rent and all other charges and benefits receivable



by the Purchaser in respect thereof to the extent necessary for assessment of the liability for taxes, taxes and other obligations.

1.7 The Purchaser shall permit the Vendor and the Association, upon its formation, and its/their authorized representatives, surveyors or agents with or without workmen and others at all reasonable times upon 48 hours prior notice, except in case of emergency, to enter into and upon the said Unit and every part thereof for the purpose of repairing, reinstating, refurbishing, cleaning, lighting and keeping in order and good condition the sewers, drains, pipes, cables, water courses, gutters, wires, conduits, structures and other accessories belonging to or serving or use for the New Building and/or the Building Complex and also for the purpose of laying down, reinstating, repairing, and testing drainage and water pipes and electric wires and cables and for similar purpose and other common purposes and also to view and examine the state and condition of the said Unit and the Purchaser shall make good all defects, leakages and want of repairs within 7 days from the date of receiving notice in writing from the Vendor or the Association, upon its formation.

1.8 The purchaser shall

(i) Use the said Unit only for the purpose of private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Vendor first had and obtained;

(ii) Use the Parking Space granted in the Purchaser hereunder and mentioned in the SECOND SCHEDULE hereunder written only for the Purpose of parking of his one motor car and not park or allow or permit to be parked by his agents, visitors, guests etc. any motor car, two wheeler or any other vehicle at any other place in the New Building and/or the said premises (including in the open space at the said premises).

(iii) Use the Common Areas and Installations only to the extent required for ingress to and egress from the said Unit of men materials and utilities.

(iv) Use the common areas and Installations in common with the Vendor and all the other concerned Co-owners and not to use the Common Areas and Installations and in particular the roof of the said building for any undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Co-owners.

(v) Keep the Common Areas, open spaces, parking areas, paths, passage ways, lobbies, landings etc. in the premises free from obstructions or encroachments and in a clean and orderly manner and not store

or allow anyone to store any goods, articles or things therein or in any other common areas of the Building Complex.

1.9 In using the water, electricity, drainage, sewerage, lift and other utilities and facilities in the New Building and the said premises, the Purchaser shall abide by and observe and perform all the relevant norms, conditions, rules and regulations and shall indemnify and keep the Vendor, the Association, upon its formation and the other co-owners saved harmless and indemnified from all losses, damages, costs, claims, demands, actions and proceedings that they or any of them may suffer or incur due to any default or negligence on the part of the Purchaser.

1.8 The Purchaser shall cooperate with the Vendor or the association, upon its formation in the management and maintenance of the Building Complex and other common purposes and formation of the Association and observe and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the Building Complex and in particular the common Areas and Installation.

1.10 The Purchaser shall not claim any partition or sub-division of the land comprised in the premises or the common Areas and Installation and not to partition the said Unit in small sizes by meters and boards.

1.11 The Purchaser shall observe all the terms and conditions of the agreement for sale entered upon by and between the parties hereto and also all other covenants as be deemed reasonable from time to time by the Vendor or the Association, upon its formation, for the Common Purposes.

1.12 The said Flat/Unit/Apartment is being constructed in accordance with the said Plan duly sanctioned by the authorities concerned with such modifications or alterations as may be deemed fit and proper by the Vendor or the Architect or as may be required by the authorities concerned and the Purchaser hereby consents to the same and hereby further agree not to have or raise any objection in the Vendor and / or the Architect making such alterations or additions. The present Building Plan may from time to time be altered and/or modified from time to time in the event of any addition of development on adjoining land or addition of further floors in the various blocks and the Purchaser will be deemed to have consented to the same.

1.13 The Vendor shall be entitled to acquire any contiguous or adjacent lands to the present project, in which event such acquired land will be amalgamated with the existing land contained in the project and thereafter, the Vendor shall be entitled to construct other building or buildings on such acquired land and the systems of the Apartment of such Buildings will also be entitled to the benefits of all the internal roads, driveways, passages, green areas, facilities, utilities and Common

Portions of the Project and the Purchaser of the existing project shall be deemed to have consented to the same.

14. The Purchaser shall not do any act or thing whereby the construction or development of the said premises is in any way hindered or impeded with.

4. THE PURCHASER BOTH HEREBY FURTHER AGREE ACCEPT COVENANT AND DECLARE as follows:

4.1 Notwithstanding anything to the contrary elsewhere herein contained, it is expressly agreed and understood by and between the parties herein as follows:-

(i) All open and covered spaces and rooms in the ground floor of the New Building and all open and covered spaces surrounding the New Building at the said premises including the Parking Spaces (have only the space for one motor car at the said Parking Space granted to the Purchaser hereunder and mentioned in the SECOND SCHEDULE hereunder written and save only those areas categorically expressed to be a common Area in the THIRD SCHEDULE and the amenities provided on the ground floor of the said building expressly hereunder written shall belong to and remain the exclusive property of the Vendor and the same shall for all intents and purposes be deemed to have always been excepted and reserved into the Vendor and the Vendor shall have the full free and exclusive right and liberty to use the same in such manner and for such purposes as the Vendor may in their absolute discretion deem fit and proper and to deal with, grant, transfer, sell and/or part with possession of the same in one or more lots to any person for such purpose and on such terms and conditions as the Vendor in their absolute discretion shall think fit and proper and appropriate the said proceeds arising thereby and in particular and without prejudice to the generality of the foregoing:-

(i) to sell or transfer the rooms/covered spaces in the ground floor servant's Quarter' and/or rooms or otherwise;

(ii) to grant sell or transfer to any person the right to park car or two wheeler or otherwise use and enjoy for any other purposes, the open and covered spaces in the ground floor of the New Building and all open and covered spaces surrounding the New Building at the said premises in such manner as the Vendor shall in their absolute discretion think fit and proper;

(iii) The Vendor shall be at liberty to have the building Permit modified and/or alter and/or to obtain any other permission or regularization for construction reconstruction addition and/or alteration to the New Building or the said premises or any part thereof (save and except the said Unit) and/or for any

change of use of any Unit (other than the said Unit) and the Purchaser doth hereby accord his consent and confirmation to the same.

(ii) The Vendor shall be at liberty to change or to change the occupancy group in respect of any Unit other than the said Unit to any purpose and to rent use enjoy and/or transfer the same as per such changed occupancy group without any hindrance obstruction objection or claim by the Purchaser.

(iii) Save the said Unit the Purchaser shall have no nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or unconstructed areas or any other part or portion in the Building Complex.

(iv) The proportionate share of the Purchaser in various matters referred herein shall be such as be determined by the Vendor and the Purchaser shall accept the same notwithstanding there being minor variations thereof for the sake of convenience.

4.1.1 The Purchaser hereby consents to and accepts and acknowledges the proprietary benefits and rights of the Vendor under clause 4.1 and its sub clauses hereinafore and agrees not to obstruct or hinder or raise any objection not to claim any right of whatsoever nature over and in respect of the said properties benefits and rights belonging to the Vendor exclusively.

4.2 The Vendor shall have the full free and unfettered right to complete the unfinished works of the New Building and do all acts and things including erecting of scaffoldings and storing of building materials in the common areas and other portions of the said premises) therefore notwithstanding any temporary inconvenience to the Purchaser in using and enjoyment of the said Unit and the Purchaser shall not in any manner raise any objection obstruction interference or interruption in connection therewith nor shall at any time hereafter do or omit to be done anything whereby such construction or development is in any way hindered or impeded with nor shall in any way contravene breach of any of the terms and conditions herein contained.

**5 AND IT IS HEREBY FURTHER MUTUALLY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO as follows:**

5.1 That as a matter of necessity the Purchaser shall and will own use and enjoy the said Unit consistent with the interests rights and interests of the Co-owners lawfully entitled to the other Units in the New Building and shall and will use all sewers, drains, water courses etc., available to the Purchaser hereunder now or upon or hereafter may be erected and installed in the said Unit hereby conveyed or any part thereof in common with the said Co-owners to the extent applicable and permit freely to run and

provide and well through the same or any of them and share with the said Co-owners and other persons the cost of repairing and maintaining such sewers and drains and water courses etc. in terms hereof and use the same as aforesaid in accordance with the By-laws Rules Regulations and terms as be framed by the Vendor or the Association upon its formation.

5.2 The properties and rights hereby conveyed unto and in favour of the Purchaser are and shall be one lot and shall not be demarcated in part or parts save with the consent of the Vendor in writing. It is agreed and understood that the Purchaser shall not be entitled to let out transfer or part with the Parking Space granted to the Purchaser hereinafter independent of the said Unit nor vice versa. It is further agreed and understood that any transfer of the said Unit by the Purchaser shall not be in any manner inconsistent herewith and the covenants herein shall run with the land, and the transferee of the Purchaser shall also be bound to become a member of the Association.

5.3 Notwithstanding anything elsewhere in the contract herein contained, it is expressly agreed and understood by and between the parties herein that the Purchaser shall not be entitled to let out, sell, transfer or part with possession of the said Unit until all the charges outgoings dues payable by the Purchaser to the Vendor or the Association, upon its formation are fully paid up.

5.4 Until the expiry of six months of a notice in writing given by the Vendor to the Purchaser and the other Co-owners to take over charge of the acts relating to the Common Purposes, the Vendor or their transferee shall look after the Common Purposes and the Purchaser undertakes to regularly and punctually pay to the Vendor or their transferee the maintenance charges and other amounts payable by the Purchaser hereinafter.

5.5 Upon transfer of all the Units to the Co-owners or at the sole discretion of the Vendor, either, an Association (by way of Association or Holding Organisation or Company or any other society or institution) shall be formed under West Bengal Apartment Ownership Act' 1972, of the Co-owners for the Common Purposes and the Co-owners shall be made the members thereof each having voting rights herein equivalent to one vote per Unit, it being clarified that in case there be more than one Purchaser of one Unit then only one of such Purchaser who is nominated amongst them shall be entitled to have voting right equivalent to one vote.

5.6 The Purchaser shall sign and execute all papers, documents and applications for the purpose of formation of the Association and also execute all deeds and declarations as may be deemed proper or necessary for the Common Purposes including the declaration of membership and the right and interest of

the Commoners in the said premises including in the New Building and/or Common Areas and Installations and when the occasion will arise.

9.7. Upon formation of the Association, it shall be responsible and liable for all responsibilities and obligations with regard to the Common Purpose (without however prejudice to the rights and authorities expressly or intended to be reserved by the Vendor hereunder or otherwise) whatsoever only the Association shall be entitled thereon and obliged therefore, it being expressly agreed and clarified that in case on the day of expiry of the notice period specified in clause 5.4 hereinabove, the Association is not formed then all such rights responsibilities and obligations with regard Common Purpose shall be deemed as on such date to have been transferred by the Vendor to all the Co-owners for the time being of the Building without any further act on the part of the Vendor and whatsoever only the Co-owners as the case may be shall be entitled thereto and obliged therefore. All references to the Vendor herein with regard to the Common Purpose shall therefore be deemed to be reference to the Association or the Co-owners as the case may be.

9.8. As the case of standing over the charge in the Association or to the Co-owners, as the case may be, the Vendor may either refer to the Purchaser or to transfer to the Association or the Co-owners, as the case may be, the residue then remaining of the deposits made by the Purchaser for the Common Purpose after deducting all amounts then remaining due and payable by the Purchaser and the amounts thus transferred shall be held by the Association or the Co-owners to the Account of the Co-owners respectively for the purpose thereof and the Purchaser and the other Co-owners and the Association shall remain liable to indemnify the Vendor for all liabilities due to non fulfillment of their respective obligations by the Purchaser and/or the other Co-owners and/or the Association and also for all liabilities claims and demands arising in course of the maintenance management upkeep and administration of the building by the Association and/or Co-owners (including those on account of loss of life or property due to operation and maintenance of lift and/or other installations in the said Building Complex).

9.9. The rules and regulations and/or bye laws of the said Association or Holding Organisation shall not be inconsistent herewith but be such as would affect or prejudice any property benefit or right of the Vendor.

9.10. In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the statutory charges, municipal rates and taxes, common expenses or any other amounts payable by the Purchaser under these presents and/or in observing and performing the covenants terms and conditions of the Purchaser hereunder, then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Vendor interest at the rate of 2% per

except on all the amounts in arrears and without prejudice to the aforesaid, the Vendor shall be entitled to withhold and stop all other utilities and facilities (including lift, generator etc.) to the Purchaser and his guests, visitors, employees, agents, tenants or licensees and/or the said Units.

5.11 The Purchaser shall be and remain responsible for and to indemnify the Vendor against all damages, costs, claims, demands, actions and proceedings incurred by the said premises or any other part of the New Building or in any person due to negligence or any act, deed or thing made done or occasioned by the Purchaser and shall also indemnify the Vendor against all actions, claims, proceedings, costs, expenses and demands made against or suffered by the Vendor as a result of:

- (i) Any act, omission or negligence of the Purchaser or his servants, agents, licensees or invitees and;
- (ii) Any breach or non-compliance by the Purchaser of the Purchaser's covenants and other terms herein.

5.12 The Building Complex shall bear the name 'EBEN TOLLY CASCADES' or such other name as be decided solely by the Vendor.

5.13 Any delay or indulgence by the Vendor in enforcing their rights and entitlements hereunder or any forbearance or giving of time by it shall not be construed as a waiver of any breach or non-compliance of the terms and conditions of these presents by the Purchaser nor shall be the same in any manner prejudice the rights and entitlements of the Vendor.

5.14 Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties to the other shall without prejudice to any other mode of service available be deemed to have been served on the fourth day of the date of dispatch of such notice by prepaid registered post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the aforesaid sent by registered post without the same being served. It is expressly agreed and made clear that for all intents and purposes hereunder, all notices sent by or to M/S. EBEN RICHMOND PARK LLP, the Developer, shall be sufficient notice sent by or to all the Vendor herein. None of the parties shall raise any objection as to the service of notice deemed to have been served as aforesaid.

THE FIRST SCHEDULE ABOVE REFERRED TO

(THE SAID PREMISES)



ALL THAT piece and parcel of land measuring more or less 62 (Sixty Two) Katha 10 (Ten) Chataka being Premises No. 8947, Ramchandrapur (Julpia Road), Kolkata 700104 commonly known as "EDEN TOLLY CASCADES" comprised in R. S. Dag no. - 312, under R. S. Khata no - 122, in Mouza - Ramchandrapur, Police Station - Haridevpur ( Formerly known as Thakergokary), under Kolkata Municipality Ward No. 142, within the limit of District South 24 Parganas, West Bengal and delineated in the plan annexed hereto duly bordered thereon as "BLUE" and bounded and bounded as follows:-

ON THE SOUTH :- Part Land of R. S. Dag No. 199 & 200

ON THE SOUTH :- Land of R. S. Dag No. 357 and Land of Kumbhuth Patra and Sitmath Patra and 13 Ft. Wide KMC Road.

ON THE EAST :- Part Land of R.S. Dag No. 312, Land of R.S. Dag No. 357 & 311 and 13 Ft. Wide KMC Road

ON THE WEST :- Part Land of R. S. Dag No. 312 & land of Sabinath Patra

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated bounded bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO

(THE SAID FLAT AND THE PROPERTIES APPURTENANT THERETO)

ALL THAT the Unit is or portion of the New Building being UNIT NO. "-----" on the ----- FLOOR containing a Super-Balloon Area of ----- SQUARE FEET more or less in the New Building at the said premises, now known as "EDEN TOLLY CASCADES" at 8947, Ramchandrapur (Julpia Road), Kolkata 700104 and shown in the plan annexed hereto duly bounded in "RED" (together TOGETHER WITH right to park ----- small/treadless motor car on the ----- CAR PARKING SPACE at the said premises as shown in the plan annexed hereto duly bordered thereon in "GREEN" TOGETHER WITH proportionate individual and an demarcated indivisible separable share in the Common Areas and installations mentioned and described in the THIRD SCHEDULE hereunder written attributable to the said Unit AND



TOGETHER WITH proportionate undivided an demarcated indivisible impartible share in the land comprised in the said premises described and mentioned in the FIRST SCHEDULE herinaabove written attributable to the said Unit.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Parts and Portions)

1. The foundation and other braced support corridors lobbies stair stairways landings entrance exits and pathways.
2. Lobbies and passages for use of domestic drivers, maintenance staff of the premises.
3. The cleaners & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
4. Transformer electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (including those as may be needed for any particular Flat/Unit/Apartment and spaces required therefore).
5. Windows doors grills and other fittings of the common area of the premises.
6. Passenger lift with all machineries accessories and equipments (including lift machine room) and lift wells for installing the same and lift lobbies on all floors.
7. Electrical Sub-Station, Electrical Control Panels and accessories, subject to necessary permissions.
8. Water Pump and automatic pumping installations for pumping of water from underground water tanks to the reservoirs on the roof.
9. Standby diesel generator set for common lights as well as for operation of lifts and pumps during power failure and room space therefore.
10. Drainage and Sewerage excavation pipes from the Units to drains and sewers common to the New Building.
11. Outer walls of the New Building, foundation walls, Boundary Walls and Main gate to the New Building and the premises.
12. Overhead Water Tank and underground water reservoir with distribution pipes there from connecting to different Units, if any, and from the underground water reservoir to the roof-head water tanks.

13. Such other common parts areas equipments installations fixtures fittings covered and open space in or about the said Premises and / or the building as are necessary for passage to or use and occupancy of the Flat/ (in Apartment as the case may be).

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(Common Expenses)**

1. **MAINTENANCE:** All costs and expenses for maintaining, white-washing, painting, repairing, servicing, furnishing, modernizing, re-labouring and replacing the main structure, all the Common Areas and Transitions common fixtures, equipments installations and accessories for common services utilities and utilities (including the outer walls of the New Building) gutters and water pipes, drains and electric cables and wires in or on the New Building, staircase of the New Building and the boundary walls of the New Building.
2. **OPERATIONAL:** All expenses for running and operating, working and maintenance of all installations, equipments, installations and accessories for common facilities and utilities (including generator, lift, water pump with motor etc.) and all costs of cleaning and lighting the main entrance passage, landings, staircase and other common areas of the New Building and keeping the adjoining side space in good and repaired condition.
3. **STAFF:** The salaries of and all other expenses on the staff (including Janitors/officers, clerks, bill-collector, liftman, chowkies, sweepers, caretakers, electrician plumber and other persons) to be employed for the Common Purposes (including bonus and other emoluments and benefits).
4. **ASSOCIATION:** Establishment and all other expenses of the association or holding organisation (including its formation) and also similar expenses of the Vendor or any agency looking after the Common Purposes until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, Sales Tax, VAT, Service Tax and other taxes and levies and all other charges in respect of the said premises (save those assessed separately in respect of any unit).
6. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereon.
7. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.

\_\_\_\_\_

*[Signature]*

5. 40 HOURS: All other expenses and/or outgoings including litigation expenses as are incurred by the Vendor and/or the Association or Holding Organisation for the Common Purposes.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

(Easements Granted to the Purchaser)

The Purchaser shall be entitled to the easements, quasi-easements appendages and appurtenances belonging or appertaining to the said Unit which are hereinafter specified **Excepting and Reserving UNTO AND TO THE** vendor and other persons deriving right, title and/or permission from the Vendor and the Association, upon its formation, the rights, easements, quasi easements, privileges and appurtenances hereinafter more particularly set forth in the Sixth Schedule hereunder written:

- (i) The right of access and use of the Common Areas and Installations in common with the Vendor and other Co-owners of the New Building or the said premises and all persons permitted by the Vendor as the law may be and for normal domestic purposes connected with the use of the said Unit.
- (ii) The right of protection of the said Unit by and from all other parts of the New Building so far as they may protect the same.
- (iii) The right of flow or diversion as appertains of electricity, water, drainage, sewerage and other common utilities from and/or to the said Unit through pipes, conduits, cables and wires lying or being in use or over the other parts of the New Building and/or the said premises so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the said Unit.
- (iv) The right of the Purchaser with or without workmen and necessary materials to enter from time to time upon the other parts of the said premises for the purpose of rebuilding, repairing, replacing or clearing, so far as may be necessary, as aforesaid insofar as such rebuilding, repairing as aforesaid cannot be usefully carried out without such entry and in all such cases, excepting in emergent situation, upon giving forty-eight hours previous notice in writing of the Purchaser's intention so to enter to the Vendor or the Association, upon its formation and the Co-owner affected thereby.

All the above easements are subject to and conditional upon the Purchaser paying and depositing the maintenance charges, municipal rates and taxes, Common Expenses, Electricity charges or any other amount or outgoings payable by the Purchaser under these presents within due dates and observing and performing the covenants terms and conditions on the part of the Purchaser to be observed and performed hereunder.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:****(Easements Reserved by the Vendor)**

The under-mentioned rights easements good-easements and privileges appertaining to the said premises shall be excepted and reserved for the Vendor and other persons deriving right title and/or permission from the Vendor and the Association, upon its formation:

1. The right of access and use of the Common Areas and Installations in common with the Purchaser and/or other person or persons entitled to the other part or parts or share or shares of the said premises.
2. The right of flow or overflow with the Purchaser and other person or persons as aforesaid of stormy water waste or soil from and/or in any part or parts (other than the said Units of the said Premises) through pipes, drains, conduits, cables or wires lying or being in, under through or over the said Unit as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the said Premises.
3. The right of protection of other part or parts of the said premises by all parts of the said Unit as the nature of or also normally protect.
4. The right as might otherwise become vested in the Purchaser by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the said premises.
5. The right with or without workmen and necessary materials to enter from time to time upon the said Unit for the purpose of rebuilding, repairing, replacing or clearing, so far as may be necessary, such pipes, drains, conduits, cables and wires as aforesaid and also for the purpose rebuilding or repairing any part or parts of the New Building (including any Common Areas and Installations) insofar as such building/repairing cannot be reasonably carried out without such entry provided always that the Vendor or the Association, upon its formation and/or other Co-owners of other part or parts of the said premises shall excepting an urgent situation, give to the Purchaser a prior forty-eight hours' written notice of its or their intention for such entry as aforesaid.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:****(Restrictions imposed on the purchaser)**

1. The Purchaser shall not cause or make obstruction or interference with the free ingress to and egress from the said premises by the Vendor and all other persons entitled thereto.

2. The Purchaser shall keep the said Unit and party walls, sewers, drains pipes, cables, wires, conduits and main structure serving any other Unit in the said building or in the Building Complex in good and substantial repair and condition so as to support, shelter and protect and keep habitable the other Units Parts of the New Building and not to do or cause to be done anything in or around the said Unit which may cause or tend to cause or necessitate to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the said Unit and to carry out all works of repair/maintenance as may be required by the Vendor or the Association, upon its formation. In particular and without prejudice to the generality of the foregoing, the purchaser doth hereby covenant that the Purchaser shall not make any form of alteration in the beams and columns passing through the said Unit or the common areas for the purpose of making, changing or repairing the concealed wiring and piping or otherwise.

3. The Purchaser shall not open any new window nor to break open or repair any wall or walls of the said Unit nor to install any apparatus protruding outside the exterior of the said Unit. Provided That nothing contained herein shall prevent the Purchaser to install air conditioners within the said Unit.

4. The Purchaser shall not do or permit to be done any act deed or thing which may render void or voidable any insurance Policy on any unit or any part of the Building Complex or may cause any increase in its premium payable in respect thereof.

5. The Purchaser shall maintain the said Unit at his own costs and abide by and observe and perform all relevant laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act, 1910 and the rules made there under) of the Government, Kanchi Panchayat, Dda Parishad, Rajpur - Sonarpur Municipality, The Kolkata Municipal Corporation, Kolkata Improvement Trust, Kolkata Metropolitan Development Authority, CESC Limited, Fire Brigade, Authorised Officer under the West Bengal (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1941, The Officer under The West Bengal Building Tax Act, 1986 and/or any statutory authority and/or local body with regard to the use and maintenance of the said Unit and/or the Building Complex and to make such additions and alterations in or about or relating to the said Unit and/or the Building Complex as are required to be carried out by them or any of them, independently or in common with the other Co-owners, as the case may be, without holding the Vendor in any manner liable or responsible therefore and to pay all costs and expenses therefore wholly or proportionately, as the case

man shall be answerable and responsible for deviation or violation of any of their conditions, rules, by-laws, etc.

6. The Purchaser shall not do or permit to be done any act or thing which is likely to cause nuisance, annoyance or danger to the Co-owners and occupants of other portions in the New Building and/or the said premises.

7. The Purchaser shall not change or alter the inside color scheme, elevation or facade of the New Building or the said Unit nor shall decorate the exterior of the said Unit otherwise than in a manner prescribed by the Vendor or the Association, upon its formation or in the manner as near as may be in which it is presently decorated.

8. The Purchaser shall not commit or permit to be committed any alterations or changes in pipes, conduits, cables, wires, fixtures and fittings serving the said Unit and other Units in the New Building or the Building Complex.

9. The Purchaser shall not 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 New Building or any part thereof. Further, the Purchaser shall not injure harm or damage the Common Areas and Installations or any other Unit in the New Building by making any alteration or withdrawing any support or making any construction whatsoever in the said Unit or otherwise.

10. The Purchaser shall not put any nameplate or letter box or neon sign or board in the common areas or on the outside wall of the New Building save at the place as be expressly approved or provided by the Vendor. **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Purchaser to put a discreet nameplate outside the main gate of his Unit.

11. The Purchaser shall not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste on the roof, staircase, lobby, landings, pathways, passages, driveways, or in any other common area or portions of the Building Complex or in Parking Spaces or into lavatories, cisterns, water or soil pipes in or for the said Unit or otherwise serving the New Building or the Building Complex nor allow or permit any one to do so.

12. The Purchaser shall not store or allow anyone to store any goods articles or things on the staircases, lobbies landings or other common areas or portions of the Building Complex nor to use the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Co-owners.

13. The Purchaser shall not carry on or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral activity in or through the said Unit.

14. The Purchaser shall not do any act deed or thing whereby the Vendor are prevented from granting, selling, transferring, assigning or disposing of the other Units, Parking Spaces and other available spaces in the Building Complex.

15. The Purchaser shall not allow or draw any new pipes, conduits, cables or wires from and to or through any of the common areas or outside walls of the New Building or other Units.

16. The Purchaser shall not install or keep or operate any generator in the said Unit or in the corridor, landing, lobby or passage of the floor in which the said Unit is situated or in any other common areas of the New Building or the said premises save the factory operated inverter inside his Unit.

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 SEALED AND DELIVERED**

to the presence of:

1.

\_\_\_\_\_  
SIGNATURE OF THE VENDOR

EDEN Digital Limited



\_\_\_\_\_  
SIGNATURE OF DEVELOPER

\_\_\_\_\_  
SIGNATURE OF THE PURCHASER

Created by me on the basis of information furnished by the Parties hereto

RECEIVED of and from the within named purchaser within mentioned sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) being the consideration amount in full as per memo below:

MEMO OF CONSIDERATION

1.	_____ of Cheque No. _____ dated _____ Drawn on _____	Rs. _____-00
2.	_____ of Cheque No. _____ dated _____ Drawn on _____	Rs. _____-00
3.	_____ of Cheque No. _____ dated _____ Drawn on _____	Rs. _____-00
4.	_____ of Cheque No. _____ dated _____ Drawn on _____	Rs. _____-00
5.	_____ of Cheque No. _____ dated _____ Drawn on _____	Rs. _____-00



Witness

DATED      DAY OF      2018

DEED OF CONVEYANCE

BETWEEN

M/S. MIRIK PROPERTY PVT. LTD  
& OTHERS  
----- VENDOR

AND

M/S. EDEN RICHMOND PARK LLP  
----- DEVELOPER



AND

Mr. \_\_\_\_\_

Mrs. \_\_\_\_\_

\_\_\_\_\_ PURCHASERS

FLAT NO. \_\_\_\_\_

FLOOR \_\_\_\_\_

BLOCK \_\_\_\_\_

'EDEN TOLLY CASCADES'

  
EDEN TOLLY CASCADES  
APARTMENT OFFICE