

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made this the .....  
Day of ..... 2025 (Two Thousand and Twenty Five)

**B E T W E E N**

**SRI RATAN CHATTREJEE @ RATAN CHATTOPADHYAY** PAN – AVWPC3283C, Aadhaar No. 9320 0749 7558 son of Late Lalit Mohan Chattopadhyay, by faith – Hindu, by Nationality – Indian, by occupation – Retired, residing at 79, Eashan Mitra Lane, Rajpur, Post Office – Rajpur, Police Station – Sonarpur, Kolkata – 700 149, District: 24 Parganas (South) and **SRI TAPAS CHATTERJEE @ TAPAS CHATTOPADHYA** PAN – ACQPC1653D, Aadhaar No. 2049 3612 8436 son of Late Abani Chatterjee by faith – Hindu, by Nationality – Indian, by Occupation – Service Retired from, Residing at C-33, Panchasayar, P. O. and Police Station – Panchasayar, Kolkata - 700094, District: South 24 Parganas, hereinafter jointly called and referred to as “**LANDOWNERS/ 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, executors, administrators, successors, legal representatives and assigns) of the **FIRST PART**, being represented by its constituted attorney **MR. SUMAN DEB SARKAR & MS. SHILPA SINHA**, designated partners of **ADONIS RIVIERE LLP**, A Limited Liability Partnership Company having its registered office at 208/8, Rashbehari Avenue, Kolkata – 700029, P.S. Gariahat.

**AND**

**ADONIS RIVIERE LLP**, LLPIN: AAQ - 5305, PAN: ABPFA9301C, A Limited Liability Partnership Company having its registered office at 208/8, Rashbehari Avenue, P.S. Gariahat, Kolkata - 700029, being Represented by it's Designated Partners **MR. SUMAN DEB SARKAR** PAN - ADSPD9719Q, Aadhaar No. 6849 9449 5961, Son of Late Arun Deb Sarkar, Residing at 44/C Netaji Subhas Road, P.O. Behala, P.S. - Parnasree, District - South 24 Parganas, Kolkata - 700034, and **MS. SHILPA SINHA**, PAN - DIOPS4420M, Aadhaar No. 8054 5465 0023,

daughter of Sri Subhasish Sinha, residing at 26/1B, Gariahat Road South, Kolkata - 700031, P.O - Dhakuria, P.S. - Lake, District - South 24 Parganas, hereinafter called and referred to as the “**DEVELOPER**” (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, successors in-interest, administrators, legal representatives and assigns) of the **SECOND PART**.

**AND**

**MR / MRS.** .....,PAN: ....., Adhaar No:.....,Son / Daughter of Sri ....., Residing

at.....,

P.O: .....P.S: .....

District:....., hereinafter referred to as the “Allottee/Purchaser” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, legal representatives, and permitted assignees) of the **THIRD PART**:

**TITLE OF THE PROPERTY:**

**WHEREAS** the Owners / First Party are lawfully seized and possessed of or otherwise well and sufficiently entitled to ALL THAT Bastu Land measuring 19 Decimals equivalent to more or less 11 Cottahs 8 Chittaks 04 Sq.Ft along with structure standing thereon lying and situate at Mouza – Rajpur, J.L. No. 55, R.S.No.109, Touzi No. 261, R.S. Dag No. 808, R.S. Khatian No. 1033, Police Station Sonarpur, Holding No. 79, Eshan Mitra Lane, within the local jurisdiction of Rajpur - Sonarpur Municipality, Ward No. 17, District: 24 Parganas (South)(hereinafter called the said premises) more fully and particularly described in the “**SCHEDULE A**” hereunder by inheritance and purchase.

**AND WHEREAS** One Lalit Mohan Chattopadhyay purchased the land measuring 19 decimals in Mouza Rajpur, J.L.No. 55, Dag No. 808, Khatian No. 1033, on 01-03-1949 from Shibdasi Dasi and Khuki alias Lakshmi JanardhanDasi, Registered at D.R. Alipore and recorded in Book No. I, Volume No. 27, Pages 75 to 79, Being no. 787 for the Year 1949.

**AND WHEREAS** the said Lalit Mohan Chattopadhyay, son of Late Madan Mohan Chattopadhyay died intestate on 29-08-1960 leaving behind him surviving his wife Smt. Usha Rani Chattopadhyay and five sons namely Sri Ratan Chattopadhyay, Sri Kali Mohan Chattopadhyay, Sri Chand Mohan Chattopadhyay, Sri Haridas Chattopadhyay, and Abani Mohan Chattopadhyay as his sole legal heirs and successors and each having got 1/6<sup>th</sup> undivided share of the total property of Late Lalit Mohan Chattopadhyay.

**AND WHEREAS** the said Abani Mohan Chattopadhyay son of Late Lalit Mohan Chattopadhyay died intestate leaving him surviving his wife Smt. Bani Chattopadhyay and three sons namely Sri Tapas Chattopadhyay, Sri Arup Chattopadhyay and Sri Dipak Chattopadhyay as his sole legal heirs and successors and each having got 1/4<sup>th</sup> undivided share of Late Abani Mohan Chattopadhyay.

**AND WHEREAS** the said Chand Mohan Chattopadhyay executed a special power of attorney regarding his 1/6<sup>th</sup> undivided share on 16-11-1989 in favour of his Nephew Sri Arup Chattopadhyay, Registered at S.R. Office at Siliguri and recorded in Book No. IV, Being No. 382 for the year 1989.

**AND WHEREAS** the said Haridas Chattopadhyay, Sri Chand Mohan Chattopadhyay, Sri Arup Chattopadhyay, Smt. Bani Chattopadhyay and Sri Dipak Chattopadhyay jointly sold their undivided share i.e. more or less 8.7080 decimals at Mouza - Rajpur, J.L. No. 55, Dag No. 808 on 21-02-1990 to Sri Tapas Chattopadhyay, Registered at A.D.S.R Sonarpur and Recorded in Book No. I, Volume No. 21, Pages – 242 to 250, Being No.1126 for the year 1990.

**AND WHEREAS** thus the said Sri Tapas Chattopadhyay became the absolute Owner of the land measuring more or less 9.4996 decimals out of 19 decimals at Mouza Rajpur R.S. Dag No. 808, R.S Khatian No. 1033, J.L. No. 55, Police Station – Sonarpur, District: 24 Parganas (South) by inheritance and purchase and also he got the property recorded in his name Rajpur – Sonarpur Municipality, Ward No. 17, vide Holding No. 79, Eashan Mitra Lane, Kolkata – 700149.

**AND WHEREAS** the said Smt. Usha Rani Chattopadhyay sold her undivided 1/6<sup>th</sup> share i.e more or less 3.1666 decimals at Mouza - Rajpur, J.L. No. 55, R.S. Dag No. 808, R.S Khatian No. 1033 on 21-05-1990 to Sri Ratan Chattopadhyay Registered at A.D.S.R. Sonarpur and recorded in Book No. I, Volume No. 21, Pages 256 to 260 Being No. 1128 for the year 1990.

**AND WHEREAS** the said Kali Mohan Chattopadhyay sold his undivided 1/6<sup>th</sup> share i.e more or less 3.1666 decimals at Mouza - Rajpur, J.L. No. 55, R.S. Dag No. 808, R.S Khatian No. 1033 on 21-05-1990 to Sri Ratan Chattopadhyay, Registered at Office of the A.D.S.R. at Sonarpur and Recorded in Book No. I, Volume No. 211, Pages 261 to 265 Being No. 1129 for the year 1990.

**AND WHEREAS** thus the said Sri Ratan Chattopadhyay became the absolute owner of the land measuring more or less 9.5004 decimals out of 19 decimals at Mouza Rajpur, J.L. No. 55, R.S. Dag No. 808, R.S Khatian No. 1033 Police Station – Sonarpur, District: 24 Parganas (South) by inheritance and purchase and also he got the property recorded his name in BL&LRO Sonarpur, and assessment record of Rajpur – Sonarpur Municipality, Ward No. 17, Holding No. 31, Eshan Mitra Lane, Kolkata – 700149, Police Station Sonarpur.

**AND WHEREAS** in the manner aforesaid said Sri Ratan Chattopadhyay and Sri Tapas Chattopadhyay became the joint Owners of All That piece and parcel of land measuring more or less 19 decimals equivalent to more or less 11 Cottahs 8 Chittaks 04 Sq.Ft along with structure standing thereon lying and situate at Mouza - Rajpur, J.L. No. 55, R.S. No. 109, Touzi No. 261, R.S. Dag No. 808 R.S. Khatian No. 1033 and for their greater interests and benefits the Owners have amalgamated the said two premises into one singular Premises and jointly got their names recorded in the office of the B.L.&L.R.O Sonarpur, in R.S Dag No. 808. R.S Khatian No. 1033 and the present Owners also got their names jointly mutated in the Assessment recorded of Rajpur - Sonarpur Municipality, Ward No. 17, and since then the said property is being known and numbered as 79, Eashan Mitra Lane, Kolkata – 700149. Police Station Sonarpur, and possessing and enjoying the same by paying rates and taxes to the appropriate authority concerned.

**AND WHEREAS** Said Sri Ratan Chattopadhyay and Sri Tapas Chattopadhyay the Owner herein, entered into an registered Memorandum of agreement Dated 25<sup>th</sup> Day of February 2015, with

the Developer herein for construction of a multi storied building at the said premises and the said agreement was duly registered at the office of the D.S.R. - IV, Alipore and recorded in its Book No. 1, CD Volume No. 6, Pages from 564 to 590, Being No. 01497, for the year 2015, (hereinafter called the Development Agreement) and on the even date the Owner has also executed a General Power of Attorney in favour of the Developer which was also duly registered at the office of the D.S.R. IV, Alipore and recorded in its Book No. 1, Volume No. 6, Pages from 591 to 604, Being No. 01498, for the year 2015,

**AND WHEREAS** in terms of the said Development agreement the Developer has already obtained a G+III storied Residential building plan from the office of the Rajpur - Sonarpur Municipality vide Sanction Building Plan No. 237/CB/17/34. Dated: 29-01-2019 (hereinafter called and referred to as the said Plan), consisting of several self contained independent flats, shops, and car parking spaces of the said proposed new building at the said premises. But for the betterment of the project the Developer has further submitted a fresh G + IV storied building plan with some changes before the Rajpur - Sonarpur Municipality and obtained a new sanctioned building plan vide Revised Plan No. Revised Plan No. 175/Rev/CB/17/10, Dated 14.01.2022, (hereinafter called and referred to as the said Plan), consisting of several self contained independent flats, shops, and car parking spaces of the said proposed new building at the said refereed premises.

**AND WHEREAS** due to some misunderstanding some disputes had arisen between the land owners and said Developer SANDAS COMPANY and after several discussions between the parties said Registered Development Agreement Being No. 01497, for the year 2015 and General Power of Attorney Being No. 01498, for the year 2015, was

cancelled on 28-03-2025, and said cancellation of Development Agreement registered at the office of the D.S.R. IV, Alipore and recorded in its Book No. I, Volume No. 1604-2025, Pages from 77177 to 77194, Being No. 160403010, for the year 2025, and Revocation of General Power of Attorney registered at the office of the D.S.R. IV, Alipore and recorded in its Book No. I, Volume No. 1604-2025, 77210 to 77221, Being No. 160403011, for the year 2025,

**AND WHEREAS** After cancellation of the above said Development Agreement and Revocation of General Power of Attorney Said Sri Ratan Chattopadhyay and Sri Tapas Chattopadhyay the Owners herein , entered into a new Registered Development Agreement cum General Power of Attorney Dated 28<sup>th</sup> Day of March 2025, with the Developer herein for construction of a multi storied building at the said premises and the said agreement was duly registered at the office of the D.S.R. - IV, Alipore and recorded in its Book No. I, Volume No. 1604-2025, Pages from 77222 to 77274 , Being No. 160403012 , for the year 2025, (hereinafter called the Development Agreement cum General Power of Attorney ),

**AND WHEREAS** the Developer has started the construction work of the said Building at the said premises and the Developer, on the basis of the said registered agreement and registered power of attorney and unregistered supplementary Agreement executed by the Vendor, has acquired the right and liberty to enter into any Agreement with the Intending Purchasers/s for sale including execution of Deed of Conveyance/s together with undivided proportionate share of land including the common rights in the new building at the said premises.

**AND WHEREAS** in pursuance of the said development agreement and the supplementary agreement the Vendor has attained the full right and absolute authority to sale the entire flats, shops and car parking space in the building and upon receiving the entire consideration money from the intending Purchasers, the Developer shall pay and will disburse sale value to the Vendor in terms of supplementary agreement and remaining sale value of the consideration will be retain by the Developer.

THE VENDOR AND THE DEVELOPER HAVE REPRESENTED AND GUARANTEED THE PURCHASERS as follows:

(A) In pursuance of the Agreement and by the strength of the said Sanction Building Plan the Developer has already Completed construction of the new building , hereafter called as "**ADONIS ALEYA**" consisting of several self - contained residential flats, shops and Car parking spaces etc., In the building aforesaid the Developer is now entitled inter - alia ALL THAT the residential Flat, being identified as **Flat No. ....**, on the ..... Floor, WBHIRA Area \_\_\_\_\_ square feet, Balcony Area of ..... Sq.Ft. Built up Area ..... Sq.Ft. Area including Proportionate share of common area ..... Sq.Ft. , Area to be registered ..... Sq.Ft on the, ..... side of the Building "**ADONIS ALEYA**" at Premises/Holding No. 79 Eashan Mitra Lane, Kolkata - 700149 which is more fully and particularly mentioned in the **SECOND SCHEDULE** hereinafter collectively called 'The Unit' including undivided proportionate share in the common areas and facilities in the building more fully and particularly mentioned in the Part I & II of the **THIRD SCHEDULE** (hereinafter called the easement) together with undivided proportionate share of land at the said premises which is more fully mentioned in the **FIRST SCHEDULE** hereunder written ( the

common parts, easements, and the land share hereinafter collectively called rights and properties appurtenant thereto) free from charges, mortgages, claims, demands, liens, lispendens, attachments, acquisition, requisition, vesting, thika tenancy, leases, agreement, arrangements, and/or other encumbrances and/or alienation whatsoever.

(B) The Vendor and the Developer have not entered into any Agreement and/or Arrangement and/or have not done any act, or thing whereby the Vendor's title in respect of the unit and rights and properties appurtenant thereto may get alienated and/or encumbered.

(C) There is no statutory, Judicial and/or quasi Judicial and/or Departmental Order and /or restrictions which may prevent the Vendor and the Developer from transferring and/or conveying the Unit and rights and properties appurtenant thereto to the Purchasers free from all encumbrances.

(D) The Vendor and the Developer have confirmed and guaranteed that upon purchase, the Purchasers shall acquire a clear and marketable title in respect of the said Unit and the rights and the properties appurtenant thereto free from all encumbrances whatsoever and the Vendor further declare that the developer by the strength of the said Power and authority and in terms of the development agreement and subsequent supplementary agreement has acquired the right and liberty to receive the cost of the said unit together with the undivided share of land at the said premises.

(E) The Purchasers herein, after thorough inspection, have been satisfied in all respect regarding papers and documents of title,

materials used with all necessary fittings and fixtures about the Building comprising of several self-contained independent flats, shops and spaces and the Purchasers in terms of a agreement for sale dated ....  
..... agreed to purchase one flat being **Flat No.** ..... on the .... Floor, WBHIRA Area \_\_\_\_\_ square feet, Balcony Area of ..... Sq.Ft., Built up Area ..... Sq.Ft. Area including Proportionate share of common area ..... Sq.Ft. , Area to be registered ..... Sq.Ft. on the, ..... side of the Building "**ADONIS ALEYA**" (as was shown in the said sale agreement on approximate basis) at and for a lump sum of price or consideration of **Rs.** .....- (Rupees ..... Only).and the Purchasers in terms of the sale agreement has time to time paid the aforesaid consideration to the Developer. The Architect of the Developer has taken final measurement of the said area of the **Flat No.** ....., on the ... Floor, WBHIRA Area \_\_\_\_\_ square feet, Balcony Area of ..... Sq.Ft., Built up Area ..... Sq.Ft. Area including Proportionate share of common area ..... Sq.Ft. , Area to be registered ..... Sq.Ft. on the, ..... side including the common areas and as per final measurement the area of the said flat No. ....., in the ... Floor, appears more or less the same area measuring more or less ..... Sq. Ft. salable area and the Purchasers have also agreed and being satisfied to the present final measurement of the said flat no. ....., in the .... Floor, and hereby give their express consent to the same and undertake not to raise any question or create any dispute in connection with the measurement of the said flat in future and the Developer and the Vendor in their turn with the execution of these presents has agreed to hand over vacant possession of the said unit and the rights and properties appurtenant thereto as booked by the Purchasers complete in all respect at the entire satisfaction of the Purchasers and the Purchasers also with the execution of this deed of

conveyance have taken peaceful possession of the said unit and the rights and properties appurtenant thereto and in pursuance whereof the Vendor hereby selling, conveying and transferring the said **Flat No. ....**, in the ..... Floor, and the rights and properties appurtenant thereto and the Developer hereby confirms the same by executing this Deed of Conveyance unto and in favour of the Purchasers forever.

**NOW THIS INDENTURE WITNESSETH** as follows:-

1. That in pursuance of the said Agreement and in consideration of the said total sum of **Rs. ....**/- (Rupees ..... Only) being the lawful money of the Union of India which is truly paid by the Purchasers on or before execution of these presents to the Developer the receipt whereof the Developer hereby and also by the memo, hereunder written, admit and acknowledge and of and from the payment of the same and every part thereof, the Developer as well as the Vendor forever release, discharge acquit and exonerate the Purchasers and the property hereby granted, transferred and conveyed, the Developer and the Vendor do hereby grant, sell, transfer, convey, assign and assure the same unto and in favour of the Purchasers ALL THAT the Flat No. ..., in the ... Floor, WBHIRA Area \_\_\_\_\_ square feet, Balcony Area of ..... Sq.Ft., Built up Area ..... Sq.Ft. Area including Proportionate share of common area ..... Sq.Ft. Area to be registered ..... Sq.Ft. on the, ..... side of the Building “**ADONIS ALEYA**” together with undivided proportionate share in the land which is more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder and the rights and properties appurtenant thereto which inter - alia include the proportionate undivided share or interest in the land at the said premises described in

the **FIRST SCHEDULE** hereunder and also the undivided proportionate share or interest in the common parts and/or portions of the Building and also the easement, more fully described in PART - I and II of the **THIRD SCHEDULE** hereto TOGETHER WITH the rights of exclusive use and enjoyment of all other rights and liberties or at any time hereafter was situated, butted, bounded, called, known, numbered, described and distinguished AND ALL THAT the estate, right, title, and/or interest of the Vendor and the Developer in the aforesaid properties and all deeds, pattahs, muniments of title whatsoever exclusively relating to the properties aforesaid TOGETHER WITH proportionate right and/or share in roof, all passages, sewers, drains, pipes, benefits, advantages of all manner of former or other rights, liberties, privileges, appendages and appurtenances thereto the easements and/or quasi-easement and other stipulations and/or provisions in connection with the beneficial use and enjoyment of the properties fall hereafter collectively called ("the property") free from all encumbrances and or alienation whatsoever TO HAVE AND TO HOLD the property including the Units and Rights and properties appurtenant thereto and each and every part thereof unto and to the use of the Purchasers absolutely and forever as heritable and transferable immovable properties within the meaning of any law for the time being in force subject to the payment of all taxes, assessment, rates dues and duties now chargeable upon the same or which may hereafter become payable in respect thereof to the GOVERNMENT OF WEST BENGAL, RAJPUR SONARPUR MUNICIPALITY or any other concerned authorities and subject to the conditions that the said flat will be used only for residential purpose.

2. THE VENDOR AND THE DEVELOPER HEREBY COVENANT WITH THE PURCHASERS as follows :-

(i) That the interest which the Vendor hereby profess, transfer, subsists and the Vendor have good right, title, full power and absolute authority to grant, convey, transfer, assign and assure the property hereby granted, sold, conveyed, transferred, assigned and assured and the Developer hereby confirms the same unto and in favour of the Purchasers absolutely and forever.

(ii) AND THAT the Vendor and the Developer have not at any time done or executed or knowingly suppressed any deeds, documents or writing whereby the Property i.e. the unit and the rights and properties appurtenant thereto or any part thereof can or may be impeached, encumbered or affected in title.

(iii) AND THAT the property (i.e. the unit, the land share and the rights and interest appurtenant thereto) is free from all charges, mortgages, liens, attachments, leases, acquisition, requisitions, restrictions, litigations, lispendens, covenants, uses, debutter, trusts, made or suffered by the Vendor and the Developer or any person or persons arising or lawfully rightfully and/or equitably claiming any estate or interest therein from under or in trust for the Vendor and the Developer.

(iv) AND THAT The Purchasers shall and may at all times hereafter peacefully enter upon and hold, occupy, possess and enjoy exclusively the property i.e. the Unit together with undivided proportionate share of land and also enjoy the facilities commonly with others in respect of common areas in the Building and every part thereof and/or receive the rents, issues and profits thereof for his own use, without any suit, lawful eviction, interruption, disturbance, claims or demands whatsoever from or by the Vendor and the Developer or any person or persons lawfully claiming or to claim through under or in

trust for the Vendor and the Developer and all persons having or lawfully claiming any estate, right, or interest whatsoever at law for the property hereby granted, sold, conveyed, expressed by the Vendor and the Developer.

(v) AND THAT the Vendor and the Developer shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchasers make, do, acknowledge, execute and perform all such further and other lawful and reasonable acts, deeds, conveyance, matters and things whatsoever for further betterment or more perfectly assuring and absolutely granting the property and every part thereof hereby granted and sold, unto and to the use of the purpose.

(vi) AND THAT the Unit and the rights and properties appurtenant thereto is freely, clearly and absolutely acquitted, exonerated, released and forever discharged from and by the Vendor and the Developer unto and in favour of the Purchasers.

(vii) AND THAT The Purchasers shall hereafter have the right to mutate his name in the Records of the Rajpur - Sonarpur Municipality, B.L. & L.R.O. Office or any other authority or authorities concerned, as sole owner of the Unit, rights and properties appurtenant thereto and also to pay the Municipal Rates and Taxes as may be assessed or imposed in respect of the unit, rights and properties appurtenant thereto and until and unless the unit is separately assessed the Purchasers will pay proportionate share of rates and taxes.

(vii) AND THAT The Purchasers shall be entitled to all rights, privileges, vertical and lateral supports, easements, quasi-easements,

appendages and appurtenances whatsoever belonging or in any way appertaining to the unit or therewith held, used, occupied or enjoyed or reputed or known as part and parcel thereof or appertaining thereto which is more fully and particularly mentioned in PART I and II of the THIRD SCHEDULE hereunder written.

(ix) AND THAT unless prevented by fire or some other irresistible accident the Vendor / Developer shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchasers or at any hearing, suit, to the Purchasers and/or the agent/s of the Purchasers or at any hearing, suit, commission, examination or otherwise as occasions shall require the original documents and writings in respect of the Premises which the Vendor or the Developer as the case may be, shall keep all such documents safe and shall not use any of such document for alienating and/or encumbering the unit, rights and properties in any manner whatsoever.

(x) AND THAT It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Developer's to rectify such defects within 30 days from the receipt of intimation from the purchaser without further charge.

3. THE PURCHASERS DO HEREBY COVENANT WITH THE VENDOR AND THE DEVELOPER as follows :-

- i) The Purchasers shall observe, fulfill and perform all the covenants hereunder written including those for the common purposes and shall regularly and punctually pay and discharge all taxes and impositions on the unit wholly and common expenses and all other outgoings proportionately as described in the FOURTH SCHEDULE hereunder.
  
- ii) The Purchasers shall not raise any unreasonable objection in respect of the said unit and put any requisition concerning the nature, scope and extent thereof.
  
- iii) The Purchasers shall regularly and punctually pay and discharge all rates, taxes, surcharge, common expenses impositions and all other outgoings in respect of the unit and the rights and properties appurtenant thereto from the date of delivery of possession of the unit and the rights and properties.
  
- iv) The Purchasers shall apply for and have the Unit, rights, and properties mutated in their names and separately assessed for the purpose of assessment of Municipal rates and taxes.
  
- v) Until such time the unit and the rights and properties in the Building be not separately assessed and/or mutated in respect of Municipal rates and taxes or impositions the Purchasers shall deposit the same with the Developer, until the Association is formed by the Developer and takes over actual maintenance and management of the common parts, the proportionate amount as may be required from time to time towards maintenance and management of the common parts and payments of Municipal rates and taxes.

vi) Upon separation and mutation of the unit and the rights and properties for the purpose of liability of Municipal Rates and taxes and impositions the Purchasers shall pay such Tax, impositions as may be assessed in respect of the said Unit and the rights and properties directly to the Rajpur - Sonarpur Municipality.

vii) The Purchasers shall also bear and pay all other taxes and impositions as are levied or may be levied further including multi-storied Building Tax, Urban Land Tax, if any, Water tax etc. in respect of the Building and the unit proportionately.

viii) The Purchasers shall also be liable to pay the penalty, interests, costs, charges and expenses and in respect of any such taxes or impositions, proportionately, wholly as the case may be in respect of the same be imposed or charged due to the default of the Purchasers in complying with their obligations, hereunder concerning the payments and/or deposit or amounts towards taxes and impositions reserved hereby or otherwise, the liability of such payment by the Purchasers will accrue with effect from the date of delivery of possession of the said unit and the rights and properties by the Developer to the Purchasers.

ix) The Purchasers hereby undertake to enter as a member of flat Owners' Association to be formed by the Developer in the newly constructed Building appurtenant thereto for the purpose of proper management, control of the common parts and do all acts, deeds and things as may be necessary or expedient for the common purposes and the Purchasers undertake that until the Association is formed and takes the maintenance and management of the common portion, the Purchasers shall co-operate with the Developer and

thereafter with the Owners' Association and pay their proportionate share of Municipal rates and taxes along with proportionate share of common expenses.

x) The Association and the Co - Owners in the Building shall remain liable to indemnify and keep indemnified the Developer for all liabilities due to non - fulfillment of their respective obligation hereunder.

xi) The Purchasers shall at their own costs and expenses be entitled to repair, addition, alterations, modifications, Plaster, white washing, painting, of the inside wall of the said unit along with, fittings and fixtures therein and shall be kept in a neat and clean decent condition for residential purpose.

xii) If any structural defect and /or damage is/are caused by the instant of the Purchasers at any point of time in that event the developer and/or owners shall not be held responsible in any manner whatsoever. The Purchasers shall be liable to mend such defect forthwith at his own cost without any reference thereto.

4. THE PURCHASERS SHALL NOT DO THE FOLLOWING IN CONNECTION WITH THE USE AND ENJOYMENT OF THE UNIT AND COMMON PARTS THERE OF:

i) To interfere with or hinder or obstruct the developer in any manner whatsoever in the construction of the said Building or any part thereof.

ii) To do anything whereby the Developer is prejudicially affected.

- iii) To throw any rubbish or store any article or combustible goods in the common parts.
- iv) To carry on any obnoxious, noisy, offensive, illegal or immoral activity in the said unit or any part thereof.
- v) To cause any nuisance or annoyance to the co-Purchasers and/or occupants of the other portions of the said Building and/or unit.
- vi) To decorate or paint or otherwise alter the exterior wall of the said unit or common parts of the said Building in any manner.
- vii) To obstruct in any manner the Developer in transferring any right in or on the land, building or other units.
- viii) To claim any partition or sub-division of the said land or the common parts.
- ix) To obstruct the Developer/Association and its surveyors or agents at all reasonable time and upon 48 hours previous notice in writing to the Purchasers to enter upon the said unit and every part thereof to inspect the state and condition thereof and of all defects, decay and after assessing the repairs required to be carried out, to give notice to the Purchasers to repair the defects within 7(seven) days of such notice the repairs/defects should be made good at the cost of the Purchasers.
- x) To use or allow user of the unit or any portion thereof for the purpose of Restaurant, Hotel, Boarding, Guest House, School, Nursing Home, Hospital, Theatrical performance including Video Parlor or for

carrying on such other similar activities or for any business or Trade of any manner, save and except the unit for residential purpose.

**THE FIRST SCHEDULE REFERRED TO:**

**ALL THAT** piece and parcel of bastu land measuring 19 Decimals equivalent to more or less 11 Cottahs 8 Chittaks 04 square feet along with structure standing thereon lying and situate at Mouza – Rajpur, J.L. No. 55, R.S. No. 109, Touzi No. 261, Pargana Medanmolla, comprising in R.S. Dag No. 808 appertaining to R.S. Khatian No. 1033, within the local jurisdiction of Rajpur - Sonarpur Municipality, Ward No. 17, Premises/Holding No. 79, Eashan Mitra Lane, Kolkata – 700149, Police Station - Sonarpur, District: 24 Parganas (South). which is butted and bounded as Follows:-

On the North: Land of Prabhas Ghosh & Others.  
On the South: Eashan Mitra Lane.  
On the East: Land of Kamalabala Devi.  
On the West: Land of B. Nath.

**THE SECOND SCHEDULE REFERRED TO:**

**ALL THAT** Piece and Parcel of the Flat being Flat No. ...., having WBHIRA Area ..... Square Feet, Built up Area ..... Sq. Ft. Area including Proportionate share of common area ..... Sq. Ft. Area to be Registered ....., Sq. Ft. be the same a little more or less consisting of Two Bed Room, One Kitchen, Living Cum - Dining , Two Toilet, One Balcony including common areas on the ..... Floor, on the .....side in the Building “**ADONIS ALEYA**” together with undivided variable proportionate share of land attributable thereto

more fully mentioned in the **First Schedule** herein above with in the local limits of Rajpur - Sonarpur Municipality, being the part and portion of Premises/Holding No. 79, Eashan Mitra Lane, Kolkata - 700149 District 24 Parganas (South). which is more fully delineated in the site sketch map or plan depicted with **RED** border lines attached hereto.

**THE THIRD SCHEDULE REFERRED TO:**

**PART – I**

(Common Parts)

1. Land on which the building is situated and all easements, rights and appurtenance belonging to the said land and the building.
2. The common passage on the ground floor, save and except Car Parking Space and other space on the ground floor unless specifically mentioned.
3. Water Pump, Water Pipes, Overhead water tank, deep – tube well or underground water reservoir and other common plumbing installations.
4. Lift
5. Lift Well.
6. Lift Room.
7. Drainage and Sewers.
8. Septic Tank
9. Boundary Walls and Main & Other Gates.
10. Staircase, Stairs Landings, Roof.
11. Ventilation Duct.
12. Transformer

13. Such other common parts, areas, equipment, installations, fixture fittings and spaces in or about the said building as are necessary for passage to user and occupancy of the unit in common and as are specified by the Developer expressly to be the common parts after completion of construction of the building.

**PART – II**

(The Easements)

1. The right in common with other Purchasers for the use of the common parts for ingress and egress.
2. The right of passage in common with other Purchasers to get electricity, Water connection from and to any other unit or common parts through or over the said unit as far as may be reasonably necessary for the beneficial use and occupation of the other parts of the Building.
3. None of the parties will be entitled to block any passage or to alter any common passage at the said premises.

**THE FOURTH SCHEDULE REFERRED TO:**

(i.e. common expenses and maintenance of the Building)

1. All costs of maintenance, white washing, repairing, redecorating, painting, repainting, renovating, and replacing the common parts and also the outer walls of the said Building.
2. Insurance premium for insuring the said Building against earthquake, lightning, riot, fire, damage etc.

3. All charges and deposits for supplies for common utilities and taxes.
4. Costs of getting electricity connection / Generator and any other statutory expenses.
5. All litigation expenses for protecting the title of the said land and Building.
6. All expenses and outgoings as may be deemed by the Developer and/or association/committee to be formed by the Developer to protect the interests/rights of the Purchases/Owner.
7. All expenses referred to above shall be borne and paid proportionately by the Purchasers, Owner on and from the date of taking possession of their respective unit.

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

SIGNED SEALED AND DELIVERED

IN THE PRESENCE OF:

WITNESSES:

1.

\_\_\_\_\_  
**SIGNATURE OF THE ATTORNEYS  
OF THE VENDOR**

2.

\_\_\_\_\_  
**SIGNATURE OF THE DEVELOPER**

\_\_\_\_\_  
**SIGNATURE OF THE PURCHASERS**

Drafted and prepared from the office of:

Malay Saha  
Advocate  
Alipore Court, Kolkata-700027  
Enrolment No: F-274/250/90

