

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this the day of

2020(Two Thousand and Twenty)

B E T W E E N

M/S. EVER RIGHT CONSTRUCTION, a registered PARTNERSHIP FIRM , PAN – AACFE1504B, having its office at 2, Sibdas Bhaduri Road, Kolkata – 700004, P.S – Shyampukur, P.O. Shyambazar, District - North 24 Parganas, being represented by its Partners: - **1) SRI. UTTAM KUNDU**, PAN - AFVPK2386P, Aadhaar No. 4122 1607 5361, Son of Late Kanai Lal Kundu, Residing at B- 174, Survey Park, Santoshpur, Kolkata-700075, P.O. Survey Park, P.S - Survey Park, District - South 24 Parganas, **2) SRI NANI GOPAL PAUL**, PAN – AFVPP4204R, Aadhaar No. 7280 2149 4328, Son of Late Paresh Chandra Paul, Residing at BB -171, Salt Lake City, Kolkata – 700064, P.S – Bidhan Nagar, P.O. Bidhan Nagar North, District - North 24 Parganas, **3) SRI. PARTHA DEY**, PAN – AFTPD7027E, Aadhaar No. 9190 2897 5720, Son of Sri. Ashim Kumar Dey, Residing at AA-42, Salt Lake City, Kolkata – 700064, P.S – Bidhan Nagar , P.O Bidhan Nagar North, District - North 24 Parganas, **4) SRI NILAY KUNDU**, PAN – AFXPK7489M, Aadhaar No. 5695 6120 0698, Son of Sri. Ramesh Chandra Kundu, Residing at 79/10, K. K. Majumder Road, Kolkata – 700075, P.S – Santoshpur, P.O. Survey Park, District - South 24 Parganas hereinafter referred to as the “**OWNER**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors administrators, legal representatives and assigns) of the **FIRST PART**, being represented by its constituted attorney 1. **MR. SUMAN DEB SARKAR** 2. **MISS. SHILPA SINHA**, Designated Partners of **ADONIS RIVIERE LLP**, LLPIN: AAQ - 5305, A Limited Liability Partnership Company having its registered office at 208/8, Rashbehari Avenue, P.S. Gariahat, Kolkata-700029.

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 1. **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. 2. **MISS. 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: Sarat Bose Road, P.S. – Lake , District – South 24 Parganas, hereinafter called and referred to as the **“DEVELOPER”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, successors in-interest, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

....., PAN – ABVPB1731B, S/O. Late Son of , -----

 -----, hereinafter called and referred to as the PURCHASERS / PURCHASERSS (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his/ her/ their heirs, executors, administrators, legal representatives and/or assigns) of the **THIRD PART**.

WHEREAS:

1) That by virtue of a Deed of Gift executed on 07.01.2004 one Narendra Narayan Das aias Naren Das, and his son Sri Tamal Das, unconditionally and forever conveyed and transferred their respective

2/3 undivided share (1/3 + 1/3) and thereby relinquished all their right, title and interest over the said land unto and in favour of Sri Tanmoy Das being the son and brother respectively out of the total and measuring 7 cottahs more or less lying and situated at Mouza – Panchpota, Parganas – Medan Molla, Touzi No. 150, J. L. No. 42, R.S. No. 11, comprised in C.S. Khatian No. 36, appertaining to C.S. Dag No. 157, corresponding to R.S. Khatian No. 43, appertaining to R.S. Dag No. 174, which is locally known as Scheme plot No. 4 under Police Station and S.R.O (now A.D.S.R.O) Sonarpur District South 24 Parganas and delivered peaceful vacant khas possession in his favour and thus said Sri Tanmoy Das by virtue of inheritance and by virtue of Deed of Gift became the absolute of owner of entire 7 Cottahs of land at Mouza-Panchpota.

(2) That Said Deed of Gift was registered with the office of the D.R. South 24 Parganas at Alipore on 07.01.2004 recorded in Book No. – I, Volume No. 1, pages from 1067 to 1082, Being No. 00071 for the year, 2004.

(3)That one Smt. Krishna Roy by and under a registered Deed of Gift dated 03/03/2005 registered with the office of the District sub Registrar South 24 Parganas at Alipore, recorded in Book No. I, Volume No. 6, pages from 2941 to 2960, Being No. 00982 for the year, 2005, gifted All That piece and parcel of Land measuring more or less 7(seven) Cottahs unto and in favour of Sri Tamal Das, son of Narendra Narayan Das aias Naren Das, in Scheme Plot No. 5 comprised in Mouza – Panchpota, Parganas – Medan Molla,Touzi No. 150, J.L. No. 42, R.S. No. 11, comprised in C.S. Khatian No. 36, appertaining to C.S. Dag No. 157, corresponding to R.S. Khatian No. 43, appertaining to R.S. Dag No. 174,

which is locally known as Scheme plot No. 5 under Police Station and S.R.O (now A.D.S.R.O) Sonarpur District South 24 Parganas at present under Rajpur Sonarpur Municipality within the District of South 24 Parganas.

AND WHEREAS in the manner aforesaid said Sri Tamal Das and Sri Tanmoy Das became the absolute rightful joint Owner of All That piece and parcel of land measuring more or less 14 Cottahs lying and situated at Mouza – Panchpota, Parganas – Medan Molla, Touzi No. 150, J.L. No. 42, R.S. No. 11, comprised in C.S. Khatian No. 36, appertaining to C.S. Dag No. 157, corresponding to R.S. Khatian No. 43, appertaining to R.S. Dag No. 174, which is locally known as Scheme plot No. 4 under Police Station and S.R.O (now A.D.S.R.O) Sonarpur District South 24 Parganas and got their names separately mutated in the office of the BL&LRO Sonarpur and during their possession while said Sri Tamal Das and Sri Tanmoy Das took up measurement of their land to ascertain actual area of land it was found physically the land area comes to an area measuring more less 13 Cottahs 4 Chittaks out of 14 Cottahs of land and said Sri Tamal Das and Sri Tanmoy Das while were possessing the said two plot Nos. 5 and 4, having an area more less 13 Cottahs 4 Chittaks they by virtue of a Deed of Conveyance excuted on 16th day of August 2013, sold conveyed and transferred All That piece and parcel of land measuring more or less 13 Cottahs 4 Chittaks lying and situated at Mouza – Panchpota, Parganas – Medan Molla, Touzi No. 150, J. L. No. 42, R.S. No. 11, comprised in C.S. Khatian No. 36, appertaining to C.S. Dag No. 157, Corresponding to R.S. Khatian No. 43, Appertaining to R.S. Dag No. 174, under Police Station and S.R.O (now A.D.S.R.O) Sonarpur District South 24 Parganas, unto and infavour of **M/S. EVER RIGHT CONSTRUCTION** , a partnership firm and the

said Deed of Conveyance was duly registered at the office of the D.S.R. IV, Alipore and Recorded on its Book No. I, C. D Volume No. 35, Pages from 1324 to 1356, Being No. 06740 for the year 2013.

AND WHEREAS after the aforesaid purchase the said firm became the absolute owner of the aforesaid property and got the firm's name mutated in the office of the B L & L R O Sonarpur and also recorded the Firm's name in the assessment record of Rajpur - Sonarpur Municipality and since then the said property is being known and numbered as 2399, Panchpota and the said firm has been possessing and enjoying the said property by paying rates and taxes to the appropriate authority concerned.

AND WHEREAS Said **M/S. EVER RIGHT CONSTRUCTION**, the Owner herein , entered into an registered Memorandum of agreement Dated 20th Day of January 2020, with the Developer herein for construction of a G + 4-storied building at the said premises and the said agreement was duly registered at the office of the D.S.R. II, Alipore and recorded in its Book No. 1, Volume No. 1602-2020, Pages from 26114 to 26176 , Being No. 160200495 , for the year 2020, (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. II, Alipore and recorded in its Book No. 1, Volume No. 1602-2020, Pages from 27077 to 27109 , Being No.160200512 , for the year 2020,

AND WHEREAS prior to the agreement a G + 4 storied building plan had been submitted by the Owner herein and the said building plan duly sanctioned by the Rajpur Sonarpur Municipality vide sanction plan No. 245/CB/03/88, Dated 26.12.2019, and entire costs and expenses for

such sanction building plan was born by the Developer herein, Be it mentioned here that the Developer upon obtaining sanction plan No. 245/CB/03/88, Dated 26.12.2019, has further submitted a fresh G + 4 storied building plan with some changes before the Rajpur - Sonarpur Municipality and obtained necessary new sanction vide revised plan No.294/Rev/CB/03/68, Dated 14/02/2020, (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.

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 38% of sale value to the Vendor in terms of supplementary agreement and remaining 62% of the 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 AHONA**” 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. measuring more or less, on the, side of the Building “**ADONIS AHONA**” at Premises/Holding No. 2933, Panchpota 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
.....2020 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. measuring more or less on the,
..... side of the Building "**ADONIS AHONA**" (as was shown in the said

sale agreement on approximate basis) at and for a lump sum of price or consideration of **Rs. .. ,00,000/-** (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. more or less 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 as stated herein above 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. ..,00,000/-** (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. more or less Sq. Ft. on the, side of the Building "**ADONIS AHONA**" 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) 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) That the Vendor and the Developer shall from time to time and at all times hereafter upon every reasonable requests 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) 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.

(viii) 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 FURTHER 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) 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 and the purchaser shall also agreed to abide all the restrictive covenants for enjoyment and all other rules and by-laws as stated in the registered agreement.

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 ABOVE REFERRED TO:

ALL THAT piece and parcel of Bastu land measuring more or less 13 Thirteen Cottahs 4 Four Chittaks be the same a little more or less along with Tine Shed structure standing thereon measuring an area 1200 Sq.Ft. lying and or situate at Mouza- Panchpota, J.L. No. 42, R.S. No. 11, Touzi No. 150, Pargana – Medan Molla, comprised in C.S. Khatian No. 36, appertaining to C.S. Dag No.157, corresponding to R.S Khatian No. 43, R.S. Dag No.174, L.R. Khatian No. 3080, L.R. Dag No. 194, under P.S. Narendrapur, Sub Registry office - previously Sonarpur, at present Mahamyapur, Now being known and numbered as Premises/Holding No. 2399, Panchpota, under the local jurisdiction of Rajpupr Sonarpur Municipality, Ward No. 3, in the District of 24 Parganas (S), which is more specifically delineated in the site sketch map or plan depicted with Red border line attached hereto and which is butted and bounded as Follows:-

ON THE NORTH: Partly by Scheme Plot No. 6 and Partly Private Passage.

ON THE SOUTH: Scheme Plot No.3.

ON THE EAST: Part of R. S. Dag No. 176.

ON THE WEST: 30' Wide Municipal Road. (Panchpota)

THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT complete Flat being identified as **Flat No.....**, in the ... Floor, on the, side, 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. measuring more or
less Sq. Ft. on the ----- side of the new building consisting of Two
Bed Rooms, One Kitchen, Drawing Cum – Dinning, Two Toilets, One
Balcony in the New Building “**ADONIS RESIDENCY**” together with
undivided proportionate share of land as mentioned in the First
Schedule herein above including undivided interest in the common
area and facilities along with all necessary fittings and fixtures attached
therein and thereto in the said Building being the part and portion of
Premises/Holding No. 2399, Panchpota, under the local jurisdiction of
Rajpupr Sonarpur Municipality, Ward No. 3, in the District of 24
Parganas (S). which is more specifically delineated in the sketch map
or Plan depicted in **RED** Border lines attached hereto being the part of
this Indenture.

THE THIRD SCHEDULE ABOVE REFERRED TO:

PART – I

(Common Parts)

- Septic Tank
- Common generators, its installation and its allied accessories,
lighting of the common areas, pumps and common utilities.
- Roads, installations, -and security arrangements not exclusive to
any segment.
- Drains and sewers from the premises to the Municipal Duct.
- Water sewerage and drainage connection pipes from the Units
to drains and sewers common to the premises.
- Boundary walls of the premises including outer side of the walls of
the building and main gates.

- Water pump and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto
- Transformer(if required), electrical wiring meters and fittings and fixtures for lighting common areas
- Management/Maintenance Office
- Round the Clock Security arrangements with CCTV and intercom
- Main entrance Gate
- Fire Fighting Equipment and Extinguishers and Protection system
- 24Hrs water supply
- Dedicated communication system for telephone if any
- The water pump, the pump room, water reservoir, , and distribution pipes
- Durwans Room
- Cable connection
- Landscaped Garden and Central lawn, if any
- Separate area for elderly people like ADDA Zone, Party Zone, Yoga & Meditation Zone if any.
- The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
- Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
- Visitors Car Parking with Car Wash provision if any
- The lobbies on each of its floors and the staircases from the ground floor up to the terrace and also the ultimate roof of the tower.
- Earmarked area of Roof demarcated for common use
- Overhead Water Tank.
- Lifts and their accessories installations and spaces required therefore.
- Servants/Drivers Toilet and shower room on the Ground Floor .

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 ABOVE REFERRED TO:

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

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the Housing Complex and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Apex Association/ Maintenance body) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Project and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the Project as usually are or ought to be.
3. Keeping the gardens and grounds of the Project generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining

repairing and where necessary reinstating any boundary wall hedge or fence.

4. Keeping the road in good repair, clean and tidy and edged where necessary and clearing the road when necessary.

5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the Project as well as the entire Housing Complex.

6. Paying such workers as may be necessary in connection with the upkeep of the Project.

7. Insuring any risks.

8. Cleaning as necessary the external walls and windows (not forming part of any Apartment) in the Project as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.

9. Cleaning as necessary of the areas forming parts of the Project.

10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained Project and providing such additional lighting apparatus as the Developer may think fit.

11. Maintaining and operating the lifts.

12. Providing and arranging for the emptying receptacles for rubbish.

13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual Owners/Lessees/ occupiers of any Apartment.

14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the

same is not the liability of or attributable to the Apartment of any individual lessee of any Apartment.

15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Apartments.

16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.

17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made there under relating to the building excepting those which are the responsibility of the Owner/Lessee/occupier of any Apartment

18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common equipment as the Developer may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.

19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.

20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management company/Apex Association it is reasonable to provide.

21. The charges / fees of any professional Company / Agency appointed to carry out maintenance and supervision of the building complex.

22. Any other expense for common Purpose

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

Drafted by me:

SIGNATURE OF THE PURCHASERS

Drafted and prepared from the office of:

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

Memo of Receipt

Received a sum of **Rs. ...,00,000/-** (Rupees Only) from within named Purchasers being the full and final consideration of this conveyance in the manner as per memo below:-

MEMO:

In presence of

WITNESSES:

1.

2.

SIGNATURE OF THE DEVELOPER