

DEED OF SALE

THIS DEED OF SALE is made on the day of
....., **2023** (Two Thousand Twenty Three) **BETWEEN** (1)
SRI SASWATA BASU (PAN - AGIPB8925H), son of Late Samir
Kumar Basu, by faith - Hindu, by occupation - Service, Citizen
of India, of 'Nirjhar' 3G, Hind Road, P.O. - Santoshpur, P.S. -
Survey Park, Kolkata - 700075, District - South 24 Parganas, (2)
SMT. SONALI BASU (PAN - AVJPB3150E), Wife of Sri Saswata
Basu, by faith - Hindu, by occupation - Housewife, Citizen of
India, of 'Nirjhar' 3G, Hind Road, P.O. - Santoshpur, P.S. -

GANGULY HOME SEARCH PRIVATE LIMITED
Sandip Pramanik
Authorised Signatory

Survey Park, Kolkata - 700075, District - South 24 Parganas, **(3) SRI SOURAV PAUL (PAN - AIQPP3520Q)**, Son of Sri Prabir Kumar Paul, by faith - Hindu, by occupation - Service, Citizen of India, of 'Shobhantari' Balia, Madhyapara Model Town Road, P.O. - Garia, P.S. - Narendrapur (previously Sonarpur), Kolkata - 700084, District - South 24 Parganas, **(4) SMT. ROUKMA PAUL (PAN - BNFPP8426E)**, Wife of Sri Sourav Paul, by faith - Hindu, by occupation - Housewife, Citizen of India, of 'Shobhantari' Balia, Madhyapara Model Town Road, P.O. - Garia, P.S. - Narendrapur (previously Sonarpur), Kolkata - 700084, District - South 24 Parganas, **(5) SRI UMASADHAN MUDLY (PAN - AHSPM8551F)**, Son of Sri Mukti Sadhan Mudly, by faith - Hindu, by occupation - Service, Citizen of India, of 'Ashirbad', Panchaneer, Nabapally, P.O. - Dhalua, P.S. - Narendrapur (previously Sonarpur), Kolkata - 700152, District - South 24 Parganas, **(6) SMT. SRABANI MAHAPATRA (MUDLY) (PAN - ALXPM8679H)**, wife of Sri Umasadhan Mudly, by faith - Hindu, by occupation - Service, Citizen of India, of 'Ashirbad', Panchaneer, Nabapally, P.O. - Dhalua, P.S. - Narendrapur (previously Sonarpur), Kolkata - 700152, District - South 24 Parganas, **(7) SRI MOTAMARRI APPANNA VEERRAJU nee M.A.V. RAJU (PAN - ADEPR1711Q)**, Son of Late Motamarri Nagabhushanam, by faith - Hindu, by occupation - Service, Citizen of India, of 26-D, Durga Prasanna Paramhansa Road, P.O. - Naktala, P.S. - Netaji Nagar, Kolkata - 700047, District - South 24 Parganas, **(8) SRI ATANU ROY (PAN - AJKPR2120H)**, Son of Ajoy Kumar Roy, by faith - Hindu, by occupation - Service, Citizen of India, of Biva Apartment, Flat No. B, 3rd Floor,

364/20, Netaji Subhas Chandra Bose Road, P.O. - Naktala, P.S. - Netaji Nagar, Kolkata - 700047, hereinafter jointly referred to as the "**LANDOWNERS/VENDORS**" represented by their lawful constituted Attorney **GANGULY HOME SEARCH PRIVATE LIMITED** (PAN NO-AADCG2860J) a Company incorporated under the Companies Act, 1956, and having its registered Office at- 167, Garia Station Road, P.O.- Garia, P.S.- Sonarpur, Kolkata- 700084 represented by its authorized signatory **SRI SANDIP PRAMANICK (PAN - APCPP5996B)** son of Sri Biswanath Pramanick, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- 14, Garia Place North, P.O.- Garia, P.S.- Narendrapur (Sonarpur), Kolkata- 700084,(which expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal representative, heirs, successors, executors and/or assigns) of the **FIRST PART**;

A N D

GANGULY HOME SEARCH PRIVATE LIMITED (PAN-AADCG2860J) a company incorporated under the provisions of Companies Act, 1956 having its registered office at 167, Garia Station Road, P.O- Garia, P.S.- Narendrapur, Kolkata- 700084 and represented by its authorized signatory **SRI SANDIP PRAMANICK (PAN - APCPP5996B)** son of Sri Biswanath Pramanick, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- 14, Garia Place North, P.O.- Garia, P.S.- Narendrapur (Sonarpur), Kolkata- 700084, hereinafter referred to as the "**DEVELOPER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor or successors in

GANGULY HOME SEARCH PRIVATE LIMITED
Sandip Pramanick
 Authorised Signatory

office nominee or nominees and/or assigns) of the **SECOND PART**;

AND

..... (PAN)
 (Aadhaar No.) son/daughter/wife of
, by faith- Hindu, by nationality - Indian, by
 occupation, residing at, India,
 hereinafter called the "**PURCHASER**" (which expression shall
 unless repugnant to the context or meaning thereof be deemed to
 mean and include his/her/their heirs, executors, administrators,
 successors-in-interest and permitted assigns) of the **THIRD**
PART;

The Developer and Purchaser/s shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A.** The Landowners/Vendors are the co-owners of the above mentioned **ALL THAT** piece and parcel of Sali Land measuring an area of about **16 Katha 05 Chittak 24 Sq. Ft.** be the same a little more or less within District - South 24 Parganas, P.S. - Narendrapur (previously Sonarpur), ADSR - Garia (previously Sonarpur), DR - Alipore, R.S. No.11, District Collector's Touzi No. 109, Pargana- Medanmalla, Mouza - Panchpota, J.L. No. 42, within RS Dag No. 3, L.R. Dag No. 3, 3/649 under R.S. Khatian No. 421 and 435 present LR Khatian Nos. 4191,

GANGULY HOME SEARCH PRIVATE LIMITED
 Sandip Pramanik,
 Authorised Signatory

4192, 4195, 4193, 4196, 4194, 3081, 3082, presently within Rajpur-Sonarpur Municipality, portion of Holding No. 2271 Panchpota, Ward No. 3, PIN - 700152, together with all easement, quasi-easement right and appurtenance thereto;

- B.** That, out of Total land measuring 85 decimal within Dag No. 3 of Mouza - Panchpota a specific demarcated land measuring 42 decimal was recorded and finally published in the name of Saudamini Chakraborty and Bireshwar Chakraborty having equal share under Khatian No. 421 and a specific demarcated land measuring 43 decimal under Khatian No. 435 in the name of Debendra Nath Mondal, son of Ramdas Mondal as Rayat having all transferable share over the same;
- C.** That, the said Soudamini Chakraborty and Bireshwar Chakraborty while owning and possessing their said property against valuable consideration price by executing a Deed of Sale dated 26-07-1974 sold the same unto and in favour of Sri Kalyan Kumar Roy and the said Deed was registered in the office of the SR Baruipur and recorded in Book No. 1, Volume No. 46, Pages 227 to 321 being No. 3205 for the year 1974;
- D.** That, after purchase, the said Kalyan Kumar Roy duly mutated his name in the BL & LRO and his name was duly recorded and finally published in respect of his said property in R.S. Dag no. 3, corresponding to L.R. Dag No. 3/649 under LR Khatian No. 59 of Mouza- Panchpota;
- E.** That, while possessing his said specific demarcated land, the said Kalyan Kumar Roy against valuable consideration price, by

executing a Deed of Sale dated 29-12-2010 sold, transferred and conveyed specific demarcated land measuring 3 Katha unto and in favour of Rajat Panja and the said Deed was registered in the office of the SR Baruipur and recorded in Book No. 1, Volume No. 33, Pages 1473 to 1489 being No. 09662 for the year 2010;

- F.** That, after the purchase, the said Rajat Panja duly mutated his name in the ROR under L.R. Khatian No. 2325 and the property was distinguished as Holding No. 2271 Panchpota within Rajpur-Sonarpur Municipality;
- G.** That, the said Kalyan Kumar Roy against valuable consideration price, executed a Deed of Sale dated 29-12-2010 and sold, transferred and conveyed specific demarcated land measuring 8 Katha 8 Chittak unto and in favour of Sri Shyamal Halder and the said Deed was registered in the office of the SR Baruipur and recorded in Book No. 1, Volume No. 33, Pages 1490 to 1507 being No. 09663 for the year 2010;
- H.** That, after the purchase, the said Sri Shyamal Halder duly mutated his name in the ROR under L.R. Khatian No. 2326 and the property was distinguished as Holding No. 2272 Panchpota within Rajpur-Sonarpur Municipality;
- I.** That, the said Rajat Panja and Sri Shyamal Halder while owning possessing their respective lands as aforesaid against valuable consideration price, by executing a Deed of Sale dated 17-07-2015 also sold, transferred and conveyed said specific demarcated land measuring 11 Katha 8 Chittak unto and in favour of Sri Bibhas Naskar and M/S Fashar Housing and Construction Pvt. Limited and the said Deed was registered in

the office of the DSR-IV, South 24 Parganas and recorded in Book No. 1, Volume No. 1604-2015, Pages 40870 to 40896 being No. 05509 for the year 2015;

- J.** That, the said Sri Bibhas Naskar and M/S Fashar Housing and Construction Pvt. Limited while owning possessing the said specific demarcated plot of land measuring 11 Katha 8 Chittak, against valuable consideration price, by executing a Deed of Sale dated 04-11-2016 also sold, transferred and conveyed the same unto and in favour of Sri Saswata Basu, Smt. Sonali Basu, Sri Sourav Paul, Smt. Roukma Paul, Sri Umasadhan Mudly and Smt. Srabani Mahapatra (Mudly), the Landowner No. 1 to 6 herein and the said Deed was registered in the office of the DSR-IV, South 24 Parganas and recorded in Book No. 1, Volume No. 1604-2016, Pages 201037 to 201073 being No. 07360 for the year 2016;
- K.** That, the said Sri Saswata Basu, Smt. Sonali Basu, Sri Sourav Paul, Smt. Roukma Paul, Sri Umasadhan Mudly and Smt. Srabani Mahapatra (Mudly), the Landowner No. 1 to 6 herein after purchasing the said land measuring 11 Katha 8 Chittak duly mutated their names in L.R. Dag No. 3/649 under L.R. Khatian No. 4191, 4192, 4193, 4194, 4195 & 4196 as Holding No. 2271, Panchpota, within the Rajpur-Sonarapur Municipality Ward No. 3, but presently after widening and building the adjacent Road by the Government, the Landowner No. 1 to 6 herein are now actually possessing land measuring 8 Katha 3 Chittak 43 Sq. Ft.;
- L.** That, the said Debendra Nath Mondal while owning and

possessing his specific demarcated plot of land measuring 43 decimal out of total land measuring 85 decimal of R.S. Dag No. 3 recorded under R.S. Khatian No.435 of Mouza – Panchpota as aforesaid, died intestate leaving behind his one son Bijoy Kumar Mondal and one daughter Umasashi Mondal (Roy), they each inherited $\frac{1}{2}$ share i.e. 21.5 decimal of land and for proper and better use and enjoyment separated their land mutually by metes and bounds. Thereafter said Umasashi Mondal (Roy) got a specific demarcated plot of land measuring 21.5 decimal and while possessing the same, she died intestate on 08.11.1982 leaving behind 4 (four) sons namely Sri Arabinda Roy Sarkar, Barindra Kumar Roy, Barid Baran Roy Sarkar and Amalendu Roy Sarkar and 4 (four) daughters namely Smt. Ashalata Mondal w/o Chittaranjan Mondal, Smt. Latika Naskar w/o Sri Anil Naskar, Smt. Tripti Rani Biswas, w/o Lt. Bhabendra Nath Biswas and Smt. Bimala Hazra w/o, Amulya Hazra as her only legal heirs and successors who jointly inherited the $\frac{1}{2}$ share of Late Umasashi Mondal (Roy) i.e. 21.5 decimal of land;

M. That, the said Amalendu Roy Sarkar, while possessing his $\frac{1}{8}^{\text{th}}$ share in the said 21.5 decimal of land died intestate on 14.04.2006 leaving behind his wife Smt. Moitri Roy Sarkar and his only son Biplab Roy and meanwhile said Biplab Roy also died on 29.05.2010 leaving behind his wife Smt. Ashima Roy Sarkar as his legal heirs and thus said Moitri Roy Sarkar and Ashima Roy Sarkar jointly inherited the $\frac{1}{8}^{\text{th}}$ share of Late Amalendu Roy Sarkar;

N. That said Bimala Hazra, daughter of Late Umasashi Mondal

(Roy), while owning and possessing her 1/8th share in the said 21.5 decimal of land, died intestate on 03.11.2010 leaving behind 5 (five) sons namely Parimal Hazra, Pijush Kanti Hazra, Sisir Kanti Hazra, Ramprasad Hazra and Kishalay Hazra and 3 (three) daughters namely Alta Mondal, Abha Halder and Saiba Naskar who inherited the 1/8th share of said Late Bimala Hazra;

- O. That, the said Barindra Kumar Roy, Barid Baran Roy Sarkar, Moitri Roy Sarkar, w/o Late Amalendu Roy Sarkar, Ashima Roy Sarkar, w/o Late Biplab Roy Sarkar, Smt. Ashalata Mondal w/o Chittaranjan Mondal, Smt. Latika Naskar w/o Sri Anil Naskar, Smt. Tripti Rani Biswas, w/o Lt. Bhabendra Nath Biswas, Parimal Hazra, Pijush Kanti Hazra, Sisir Kanti Hazra, Ramprasad Hazra, Kishalay Hazra jointly against valuable consideration price, by executing a Deed of Sale dated 25-01-2012 sold, transferred and conveyed specific demarcated land measuring 09 Katha 12 Chittak out of 21.5 decimal of land out of Total 85 decimal of land of RS Dag No. 3 of Mouza - Panchpota, unto and in favour of Sri Tapas Ganguly, Smt. Gopa Ganguly and Sri Nitya Ghosh and the said Deed was registered in the office of the ADSR-Sonarpur, and recorded in Book No. 1, CD Volume No. 3, Pages 1176 to 1197 being No. 00915 for the year 2012;
- P. That, the said Sri Tapas Ganguly, Smt. Gopa Ganguly and Sri Nitya Ghosh while owning possessing the said specific demarcated plot of land measuring 09 Katha 12 Chittak, in R.S. and L.R. Dag No. 3, duly mutated their names in the BL&LRO

and their names were recorded and finally publishes under LR Khatian No. 2814, 2815 and 2816 and then due to their need of money, against valuable consideration price, by executing a Deed of Sale dated 07-09-2013 also sold, transferred and conveyed the same unto and in favour of Sri Motamarri Appanna Veerraju nee M.A.V. Raju Son of Late Motamarri Nagabhushanam, and Sri Atanu Roy, Son of Ajoy Kumar Roy the Landowner No. 7 and 8 herein and the said Deed was registered in the office of the ARA-I Kolkata, and recorded in Book No. 1, CD Volume No. 17, Pages 94 to 118 being No. 08687 for the year 2013 ; It may be mentioned here that to effect the demarcation and extinguishing their right over the said demarcated land measuring 9 Katha 12 Chittak, Arabinda Roy Sarkar, son of Late Umasashi Mondal (Roy) and Alta Mondal, Abha Halder and Saiba Naskar, the daughters of Late Bimala Hazra, since deceased also joined in the said Deed as Confirming party;

- Q. That, the said Motamarri Appanna Veerraju nee M.A.V. Raju Son of Late Motamarri Nagabhushanam, and Sri Atanu Roy, Son of Ajoy Kumar Roy after purchasing the said land measuring 9 Katha 12 Chittak duly mutated and recorded their names under L.R. Khatian No. 3081 and 3082 in the Rajpur-Sonarpur Municipality as Holding No. 2571, Panchpota, Ward No. 3, but presently after widening and building the adjacent Road by the Government, the Landowner No. 7 and 8 herein are now actually possessing land measuring 8 Katha 1 Chittak 26 Sq. Ft.;

- R.** Thereafter, the Landowners jointly executed a Registered Boundary Declaration dated 12.02.2021, duly registered in the Office of A.D.S.R Garia, and recorded in Book No. I, Volume No. 1629-2021, Page from 46927 to 46951, being No. 162901027 for the year 2021 in respect of total land measuring 21 Cottah 04 Chittack 00 sq. ft. out of which 09 Cottah 12 Chittack 00 sq. ft. in R.S. and L.R. Dag No. 3, under L.R. Khatian No. 3081 and 3082 and land measuring 11 Cottah 08 Chittack 00 sq. ft. in R.S. Dag No. 3, L.R. Dag No. 3/649 under L.R. Khatian No. 4191, 4192, 4193, 4194, 4195 and 4196 and it was stated in the said Registered Boundary Declaration that the physical measurement of the said total land is 16 Cottah 5 Chittack 24 sq. ft. out of which land measuring 08 Cottah 01 Chittack 26 sq.ft. in R.S. and L.R. Dag No. 3, under L.R. Khatian No. 3081 and 3082 and land measuring 08 Cottah 03 Chittack 43 sq. ft. in R.S. Dag No. 3, L.R. Dag No. 3/649 under L.R. Khatian No. 4191, 4192, 4193, 4194, 4195 and 4196 due to widening the adjacent road by the Government;
- S.** Thereafter, the Landowners executed a Registered Deed of Exchange dated 28.10.2021, duly registered in the Office of D.S.R. III, Alipore, and recorded in Book No. I, Volume No. 1603-2021, Page from 273046 to 273074, being No. 160310514 for the year 2021 with regards to their respective lands in R.S. Dag No. 3 and L.R. Dag No. 3 and 3/649 under R.S. Khatian No. 421 and 435, corresponding to L.R. Khatian No. 4191, 4192, 4193, 4194, 4195, 4196 3081 and 3082, presently within Rajpur-

Sonarpur Municipality Ward No. 3, having Holding No. 2271 and 2571 Panchpota, PIN 700 152;

- T.** Thus, by virtue of the afore-stated Deed of Exchange being No. 160310514 for the year 2021, the Landowners herein became the absolute owners, title holders and are possessing the said Land measuring an area of about **16 Katha 05 Chittak 24 Sq. Ft.** be the same a little more or less within District - South 24 Parganas, P.S. - Narendrapur (previously Sonarpur), ADSR - Garia (previously Sonarpur), DR - Alipore, R.S. No.11, District Collector's Touzi No. 109, Pargana- Medanmalla, Mouza - Panchpota, J.L. No. 42, within RS Dag No. 3, L.R. Dag No. 3, 3/649 under R.S. Khatian No. 421 and 435 present LR Khatian Nos. 4191, 4192, 4195, 4193, 4196, 4194, 3081, 3082, presently within Rajpur-Sonarpur Municipality, Holding No. 2271, Panchpota, Ward No. 3, PIN - 700152;
- U.** That, thereafter the Landowners entered into separate Development Agreement with **GANGULY HOME SEARCH PRIVATE LIMITED** duly registered in the Office of ADSR Garia, and recorded in Book No. I, Volume No. 1629-2020, Page from 162598 to 162672 being No. 162904377 for the year 2020 and thereafter obtained sanctioned building Plan bearing No. **1254/CB/30/54 dated 19.11.2013** issued by Rajpur Sonarpur Municipality in respect of the said land;
- V.** The said Land is earmarked for the purpose of building a residential cum commercial building project comprising multi-storied Flat and the said project shall be known as "**4-Sight Desire**";

GANGULY HOME SEARCH PRIVATE LIMITED
Sandip Ranarik
 Authorised Signatory

- W.** Thereafter the Developer herein started construction of a G+7 storied building on the said land consisting of several flats, car-parking spaces etc. at its own costs and expenses in respect of the land as mentioned in the Schedule- A hereunder;
- X.** The Purchaser(s) herein after inspecting all the legal papers, sanctioned plan and position of the building approached the Developer herein to purchase the Flat Being No., at the Floor measuring about sq. ft. super built-up area along with car-parking space measuring about sq. ft. useable area at the of the said building complex named as “**4-Sight Desire**” and together with the undivided proportionate share of land as morefully described in Second Schedule hereunder and it has been inter alia agreed between the parties by an Agreement for Sale dated that the Developer would sale the aforesaid Flat and car-parking space to the Purchaser(s) herein for a consideration of Rs./- (Rupees) only with the undivided right, title and interest in the said land as described in First Schedule with all common facilities of ingress and egress as mentioned in Third Schedule hereunder and also taking the liabilities of the common expenses as mentioned in Fourth Schedule hereunder;

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

That in pursuance of the said Agreement for Sale dated, and in consideration of the said

GANGULY HOME SEARCH PRIVATE LIMITED
Sandip Pramanik,
 Authorised Signatory

total sum of Rs...../- (Rupees) only paid by the Purchaser(s) to the Developer by way of full and final payment for the price of the said flat and a car parking space to be credited in the Developer account and the price of the proportionate share of land and common spaces also to be credited to the account of the Developer and the rights and properties appurtenant thereto AND the Developer hereby as also by Memo of receipt hereunder admit and acknowledge and of and from the payment of the same the Developer forever release, discharge, acquit and exonerate the Purchaser(s) the said flat, one car parking space and undivided proportionate share in land and common parts hereby granted, sold transferred and conveyed to the Purchaser(s), the Developer do hereby grant, sell, transfer, convey, assign and assure AND the hereby confirms the said sale and transfer of the said properties unto and in favour of the Developer ALL THAT the Flat as stated in the Second Schedule Being Flat Being No....., at the Floor measuring about sq. ft. super built-up area along with car parking space at the of the said building named as "4-Sight Desire" together with undivided proportionate share in the land morefully and particularly mentioned and described in the Second Schedule hereunder and Together with 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 Third Schedule

hereto) hereinafter collectively called the PROPERTIES TOGETHER WITH the rights of use and enjoyment of all existing other rights and liberties AND which shall at any time hereafter be added and found therewith and which were and shall be howsoever at any time otherwise be situated, butted, bounded, called, known, numbered, described and distinguished AND ALL THAT the estate, right, title, and/or interest of the Developer in the aforesaid properties AND all deeds, paths, muniments of title whatsoever exclusively relating to the said Lands TOGETHER WITH proportionate right and/or share in roof, the said building and also together with like right/share in all passages, sewers, drains, pipes, benefits, advantages of all manner of former or other rights, liberties, privileges, appendages and appurtenances thereto and the easements and/or quasi-easement and other stipulations and/or provisions in connection with the beneficial use and enjoyment of the said properties all hereafter collectively called ("the property") free from all encumbrances charges and or alienation whatsoever TO HAVE AND TO HOLD the property including the flat and a car-parking space and Rights and properties appurtenant thereto and each and every part thereof unto and to the use of the Developer absolutely and forever as heritable and transferable immovable properties within the meaning of any law for the time being in force AND subject to the payment of all maintenance charges to the maintenance Association/agents engaged for carrying out the maintenance were and also all rents, taxes, assessments, rates dues and duties now chargeable upon the same or which may hereafter become payable in respect of the said properties 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 and also subject to the rights and obligations stated hereinafter.

THE VENDORS/DEVELOPER HEREBY COVENANT WITH THE PURCHASER(S) as follows:-

(i) That the interest which the Vendors/Developer and profess, transfer subsists and the Vendors/Developer and has 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 Vendors/Developer and hereby confirms the same unto and in favour of the Purchaser(s) absolutely and forever.

(ii) AND THAT the Vendors/Developer and has not at any time done or executed or knowingly suffered or been party or privy to any deeds, documents or writing whereby the property i.e. the said flat and a car parking space 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 said flat and a car parking space as stated in the Second Schedule, the land share and the rights and interest appurtenant thereto) is free from all charges, mortgages, liens, attachments, leases, acquisition, requisition, restrictions, litigations, lispendences, covenants, uses, trusts, made or suffered by the Vendors/Developer and 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 Vendors/Developer.

(iv) The Purchaser shall and may at all times hereafter peaceably and quietly enter upon and hold, occupy, possess and enjoy exclusively the property i.e. the said flat and car parking space as stated in the Second Schedule 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 her own use, without any suit, lawful eviction interruption, disturbance, claims or demands whatsoever from or by the Vendors/Developer and or any person or persons lawfully claiming or to claim through under or in trust for the Vendors/Developer and all persons having or lawfully claiming any estate, right, or interest whatsoever at law for the property hereby granted, sold, conveyed, expressed so to be by from under or in trust for the Vendors/Developer.

(v) That the Vendors/Developer and shall from time to time and at all times hereafter upon every reasonable requests and at all the cost of the Purchaser(s) 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 for ever discharged from and by the Vendors/Developer and unto and in favour of the Purchaser.

GANGULY HOME SEARCH PRIVATE LIMITED
Sandip Ramani
Authorised Signatory

(vii) The Purchaser, shall hereafter, has the right to mutate their name in the Records of the Rajpur Sonarpur Municipality or any other authority or authorities concerned, as owner of the said flat and a car parking space rights and properties appurtenant thereto and also to pay the Municipal Rates and Taxes as may be assessed or imposed in respect of the said flat and a car parking space, rights and properties appurtenant thereto and until and unless the unit is separately assessed the Purchaser will pay proportionate share of rates and taxes.

(viii) The Purchaser 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 Third Schedule hereunder written.

(ix) AND FURTHER THAT unless prevented by fire or some other irresistible accident the Vendors/Developer shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser or at any hearing, suit, to the Purchaser and/or the agent/s of the Purchaser 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/Developer as the case may be, shall keep all such documents safe whole un-obliterated and shall not use any of such document from alienating and/or encumbering the said flat and a car parking space rights and properties in any manner whatsoever.

AND IT IS HEREBY AGREED BY AND BETWEEN THE VENDOR/DEVELOPER AND AND THE PURCHASERS as follows:

(1) The Purchaser shall be entitled to all rights, privileges vertical and lateral supports, easements quasi-easements appendages and appurtenances whatsoever belong (or in any way appertaining to the said Flat and a car-parking space) or usually held used occupied or enjoyed or reputed so to be or know as part parcel thereof or appertaining thereto.

(2) The Purchaser shall be entitled to the right or access in common with the Vendor/Developer and and/or other occupiers of the said building at the time and for all normal purposes connected with the use and enjoyed or the said building.

(3) The Purchaser and their agent/s and nominees are also be entitled to the right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment as the said Flat and a car parking space and pathways comprised with the said building therein contained shall permit the Purchaser or any person deriving title under the Purchaser and/or servants, nominees, employees invites be obstructed in anyway by parking vehicles deposit or materials rubbish or otherwise shall have free passage by any person or persons.

(4) The Purchaser shall have the right of protection of the said Flat and a car parking space to be kept safe and perfect of all portions of the Flat including the entire premises.

(5) The Purchaser shall also be entitled to the right or passage in common as aforesaid of taking gas, electricity water through open spaces from and to the said Flat through pipes, drainage,

wires laying or being in under through or over of the said building and premises so far may be reasonable necessary for the beneficial occupation of the said Flat and a car-parking space for the purpose whatsoever.

(6) The Purchaser shall have the right with or without workmen and necessary materials to enter from time to time for the purpose of repairing so far as may be necessary, such pipes, drains etc. mentioned aforesaid and for the purpose of building repair or draining and part or parts of the said Flat in so far as such repairing or cleaning as aforesaid cannot be reasonable carried out without such entry.

THE PURCHASERS DO TH HEREBY COVENANT WITH THE VENDOR/DEVELOPER as follows:-

- i) The Purchaser 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 said flat, a car parking space and common expenses and all other outgoing described in the Fourth Schedule hereunder proportionately.
- ii) The Purchaser shall not raise any unreasonable objection in respect of the said flat, car parking space and put any requisition concerning the nature, scope and extent thereof.
- iii) The Purchaser shall regularly and punctually pay and discharge all rates, taxes, surcharge, common expenses impositions and all other outgoing in respect of the said flat and a car parking space after getting it completed through the Developer as an exclusive contractor and the rights and properties appurtenant thereto from the date of delivery of

possession of the said flat a car-parking space after its completion and the rights and properties.

iv) The Purchaser shall apply for and have the said flat a car-parking space, 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 said flat and a car-parking space the rights and properties in the Building be not separately assessed and/or mutated in respect of Municipal rates and taxes or impositions, the Purchaser shall deposit the same with the Owners /Developer, until the Association is formed by the Vendor/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 rates.

vi) Upon separation and/or mutation of the said flat, a Car parking space and the rights and properties for the purpose of liability of Municipal Rates and taxes and impositions the Purchaser shall pay such Tax, impositions as may be assessed in respect of the said flat and the rights and properties directly to the Rajpur Sonarpur Municipality.

vii) The Purchaser 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 said flat proportionately.

viii) The Purchaser 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 Purchaser 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 Purchaser will accrue with effect from the date of registration/possession (whichever is earlier) of the said flat and the rights and properties by the Owners /Developer to the Purchaser.

ix) The Purchaser hereby undertakes to enter as a member of the Flat Owners' Association to be formed by the Vendor/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 Purchaser undertakes that until the Association is formed and takes the maintenance and management of the common portion, the Purchaser shall co-operate with the Vendor/Developer and thereafter with the owners' Association and pay his 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 Owners /Developer for all liabilities due to non-fulfillment of her respective obligation hereunder.

xi) The Purchaser shall at their own costs and expenses be entitled to repair, addition, alterations, modifications, plaster, white washing, painting, inside wall of the said flat and shall

keep the said flat and every part thereof, fittings and fixtures therein or exclusively for the unit comprised therein, properly painted and in good repairs and in a neat and clean condition and as a decent and respectable place for residential purpose.

THE PURCHASER(S) SHALL NOT DO THE FOLLOWING IN CONNECTION WITH THE USE AND ENJOYMENT OF THE FLAT AND COMMON PARTS THEREOF:

- i.** Not to interfere with or hinder or obstruct in any manner whatsoever in the construction of the said Building or any part thereof by the Vendor/Developer.
- ii.** Not to refuse to pay from the time after completion /handing over of the said flat proportionate share of the common expenses as will be required.
- iii.** Not to do anything whereby the Vendor/Developer's right and liberty is affected.
- iv.** Not to throw any rubbish or stone or any article or combustible goods in the common parts.
- v.** Not to carry on any obnoxious, noisy offensive, illegal or immoral activities in the said flat and a car-parking space.
- vi.** Not to cause any nuisance or annoyance to the co-occupants of the other portions of the said Building.
- vii.** Not to decorate or paint or otherwise alter the exterior wall of the said flat or common parts of the buildings in any manner.
- viii.** Not to keep any personal belongings like shoe rakes, broken materials etc. in the common area or the common lobby.

- ix.** Not to fix or change the Air-conditioner on any other place other than the place designated for the same.
- x.** Not to put any different colour lights in balcony other than the predefined one for the purpose of harmony of elevation.
- xi.** Not to cover the balcony with the grill in order to maintain elevation harmony.
- xii.** Not to keep door mats in front of the flat door.
- xiii.** Not to use the car-parking area for any other purpose.
- xiv.** Not to hinder the dependent car parking owners in moving their cars and to cooperate them as and when required and keep the car keys with the common security guards for smooth movement of the cars.
- xv.** Not to engage any unregistered electrician or plumber for any common electrical or plumbing work.
- xvi.** Not to disturb the "Ganguly Group" signage which will remain forever on the top of the terrace to be maintained by "Ganguly Group" at its own cost.
- xvii.** Not to obstruct in any manner the Vendor/Developer in construction of other blocks or transferring any right in or on the land, building or other flat and a car-parking space etc.
- xviii.** Not to claim any partition or sub-division of the said land or the common parts.
- xix.** Not to block any common passage, so long the utility provided to the Purchaser and occupiers is not

obstructed and/or hampered in the event of ingress and egress.

THE VENDOR/DEVELOPER AND THE COVENANTS WITH THE PURCHASER THAT:-

- i. The Purchaser shall be entitled to all rights privileges vertical and lateral supports easements and quasi easements and appurtenances whatsoever belonging or in anywise appertaining to the said flat or therewith usually held occupied or enjoyed or refused or known as part and parcel of the said flat excepting the rights of easements and quasi easements reserving unto the Vendor.
- ii. The right of access in common with the Owners and other flat owners and occupiers of the building at all times for peaceful enjoyment possession and use of the said flat.
- iii. The right of protection of the said flat by or from all parts of the building so far as they now protect the same.
- iv. Right of passage in common as aforesaid of electricity, telephone, telex and common services from and to the said flat through the cables already laid by the Developer for the purpose and so far as shall be necessary for the beneficial enjoyment of the said flat and for all lawful purposes whatsoever.
- v. The Developer is also constructing buildings and developing the nearby lands and the common services of the project of 4 Sight Desire shall be available to be

provided to the occupiers/owners of flats/saleable areas of the said further buildings at the said nearby lands subject to responsibility of sharing the common expenses.

THE VENDORS/DEVELOPER TO HEREBY CONFIRM, RECORD AND DECLARE that the Developer's obligation to develop the respective share/portion of land stated /described in the respective development agreement entered with the respective vendor stand duly fulfilled and performed and claims and all kinds of rights and benefits and obligations of the respectively the Owners and the Developer under the said respective agreements of development stand duly consolidated upon the Developer having obtained the building plan sanctioned and having entered developed the said entire lands and having completed the construction of the contemplated building/s and the Vendors having agreed to the sale of the flats contained in the said buildings to the as herein stated AND neither the Developer nor the respective vendor has any dispute against each other under the said agreements also relating to the respective flats agreed to be sold to the as herein stated.

THE PURCHASER DOTH HEREBY CONFIRM AND DECLARE AND AGREE THAT :-

- (1) The Purchaser shall have and hold the said unit absolutely free from all claims of the Developer.
- (2) The duly confirm that the sale and transfer of the said unit is free from all rights interest and claims of the Developer.

GANGULY HOME SEARCH PRIVATE LIMITED
Sandip Parmar
 Authorised Signatory

- (3) The Purchaser shall hold and have the said unit free from all disputes and duly related from all claims of the on the strength of these presents.
- (4) The shall always at the request and costs of the Purchaser make do and acknowledge and execute all such further reasonable acts deeds and confirmation for more perfectly confirming the sale and transfer of the said unit and assuring the exclusive title of the Purchaser to the said unit in terms of these presents as shall be reasonable required by the Purchaser.

IT IS FURTHER AGREED BETWEEN THE PARTIES THAT UPON IMPOSITION OF West Bengal Housing Industry Regulation Act, 2017 and (2) Goods & Services Tax Act in West Bengal, then the Vendor/Developer and the Purchaser shall be bound by the respective provisions of the said legislations also and if necessary a further add endure/written confirmation/supplements agreement as shall be advised by the lawyers hereto shall be made and executed and between them.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Land)

ALL THAT piece and parcel of Land measuring an area of about **16 Katha 05 Chittak 24 Sq. Ft.** be the same a little more or less within District - South 24 Parganas, P.S. - Narendrapur (previously Sonarpur), P.O.- Garia, ADSR - Garia (previously Sonarpur), DR - Alipore, R.S. No.11, District Collector's Touzi No. 109, Pargana- Medanmalla, Mouza - Panchpota, J.L. No. 42,

GANGULY HOME SEARCH PRIVATE LIMITED
Sandip Asunwarik
 Authorised Signatory

within **RS Dag No. 3, L.R. Dag No. 3, 3/649** under **R.S. Khatian No. 421 and 435** present **LR Khatian Nos. 4191, 4192, 4195, 4193, 4196, 4194, 3081, 3082**, presently within Rajpur-Sonarpur Municipality, portion of **Holding No. 2271** Panchpota, Ward No. 3, PIN - 700152, together with all easement, quasi-easement right and appurtenance thereto, and the entire land is butted and bounded as follows :-

ON THE NORTH : By R.S. dag no. 3(P) ;
 ON THE SOUTH : By R.S. dag no. 3(P);
 ON THE EAST : By R.S. dag no. 8(P);
 ON THE WEST : By 30 ft. wide Panchpota Road;

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the flat and car-parking space)

ALL THAT the Flat No., at the Floor of Block- measuring about sq. ft. super built-up area and along with one covered car parking space measuring about sq. ft. useable area at the of the said G+7 storied building complex named as "4-Sight Desire" together with the undivided proportionate share of land in the Holding No.- 2271 Panchpota, Kolkata - 700152, which is more fully and particularly described in the First Schedule written hereinabove.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Areas and Facilities)

1. Entrance and exit gates of the building.
2. Paths passages and open spaces in the building other than those reserved by the Developer for its own use for any purpose and

GANGULY HOME SEARCH PRIVATE LIMITED

Sandip Panmaitik
 Authorised Signatory

those meant or earmarked or intended to be reserved for parking of motor cars or marked by the Developer for use of any Co-owner.

3. Entrance lobby in the ground floors of the building.
4. Driveway in the ground floor of the building.
5. Staircases of the building along with their full and half landings with both stair cover on the ultimate roof.
6. Lift with lift shaft and the lobby in front of it on typical floors and Lift machine room and the stair leading to the roof thereof.
7. Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of pump and lift and for supply of power in the said Unit to the extent of .500 W and/or in the other Units during power failure and generator space in the ground floor of the building.
8. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s and meter room in the ground floor of the building.
9. Water pump with motor and with water supply pipes to overhead/underground water tank and with distribution pipes there from connecting to different units of the building.
10. Underground water reservoir for municipal water with a pull on pumps installed thereat for the building.
11. Water waste and sewerage evacuation pipes from the Units to drains and sewers common to the building and from the building to the municipal.
12. Common bathroom with W.C. in ground floor of the building.
13. Room for darwan/security guard in the ground floor of the building.
14. CCTV and Visitors lounge Area.
15. Requisite arrangement of Intercom/EPABX with connections to each individual flat from the reception in the ground floor.
16. Boundary walls.
17. Car parking assistance.

GANGULY HOME SEARCH PRIVATE LIMITED

Sandip Bhanu
 Authorised Signatory

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common Expenses)

1. MAINTENANCE: All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and in particular the roof (only to the extent of leakage and drainage to the upper floors), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the block and enjoyed or used by the Purchaser in common with other occupiers or serving more than one Unit/Flat and other saleable space at the said land, main entrance and exit gates, lift/elevators, landings and staircases of the said block and enjoyed by the Purchaser or used by him in common as aforesaid and the boundary walls of the land, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said land so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. OPERATIONAL : All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator, Fire Fighting equipments and accessories, Security Systems, Deep Tube Well etc.) and also the costs of repairing, renovating and replacing the same.
3. STAFF: The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration

GANGULY HOME SEARCH PRIVATE LIMITED

Sandip Damouik

Authorised Signatory

persons, accountant, clerk, gardeners, sweepers, liftman etc.) including their bonus and other emoluments and benefits.

4. ASSOCIATION: Establishment and all other expenses of the Association and also similar expenses of the Owner or any agency looking after the common purposes, until handing over the same to the Association.
5. TAXES: Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the land (save those assessed separately in respect of any Unit).
6. INSURANCE : Insurance premium for insurance of the said Complex and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. COMMON UTILITIES: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
7. RESERVES: Creation of funds for replacement of funds for replacement, renovation and/or other periodic expenses.
8. OTHER: All other expenses and/or outgoings including litigation expenses as are incurred by the Owner and/or the Association for the common purposes.

IN WITNESS WHEREOF the parties abovenamed have hereunto set and subscribed their respective hands to these presents on the day month and year first above written.

SIGNED AND DELIVERED by the
Parties above-named in presence
of:-

GANGULY HOME SEARCH PRIVATE LIMITED

Sandip Banerjee
Authorised Signatory

WITNESSES :

1.

2.

Signature of the Vendors

Signature of the Developer

Signature of the Purchaser

DRAFT COPY

GANGULY HOME SEARCH PRIVATE LI:
Sandip Pramanik
Authorized Signatory

MEMO OF CONSIDERATION

RECEIVED sum of Rs...../-(Rupees) only from the within named Purchaser as per the Memo below :-

Cheque No.	Bank	Date	Amount

WITNESSES :

1.

2.

Drafted by -

Signature of the Developer

GANGULY HOME SEARCH PRIVATE LIMITED
Sandip Ramanik
Authorised Signatory