

DEED OF SALE

THIS DEED OF SALE is made on the day of, **2023 (Two Thousand And Twenty Three) BETWEEN (1) SHRI BISWAJIT SAHA** (PAN – AJCPS4171R), (Aadhaar No.– 5447 2889 3128), Son of Rajbehari Saha alias Rasbihari Saha, by faith- Hindu, by occupation- Business, by nationality- Indian, resident of 113, N. S. C. Bose Road, P.O. - Rajpur, P.S. – Sonarpur, Pin- 700149, District - South 24 Parganas, State of West Bengal, **(2) SHRI PANKAJIT SAHA** (PAN - AJCPS4168A), (Aadhaar No.– 2839 0557 0621), Son of Rajbehari Saha alias Rashbihari Saha, by faith- Hindu, by occupation- Business, by nationality- Indian, of Daily Bazar, P.O. & P.S. Naharkatiya, Dibrugarh, Pin- 786610, State- Assam,

(3) **SHRI APU SAHA** (PAN - AMAPS3395L), (Aadhaar No. – 8590 6171 9971), Son of Rajbehari Saha alias Rashbihari Saha, by faith- Hindu, by occupation- Business, by nationality- Indian, of Nebutala Lane, Rajpur, P.S. – Sonarpur, Kolkata – 700149, District –24 Parganas (S), (4) **SHRI SANJOY SAHA** (PAN - AJCPS4172N), (Aadhaar No. – 8399 8200 2475), Son of Rajbehari Saha alias Rasbihari Saha, by faith- Hindu, by occupation- Business, by nationality- Indian, of Naharkatia Nagar, Area-4, P.S. – Naharkatia, Dibrugarh – 786610, State of Assam, (5) **SHRI TAPAN SAHA alias SHRI JOYJIT SAHA** (PAN - AJCPS4169B), (Aadhaar No. – 5539 2497 5690), Son of Rajbehari Saha alias Rashbihari Saha, by faith- Hindu, by occupation- Business, by nationality- Indian, of Kamakhya Saw Mills, P.O. & P.S. - Naharkatia, Dibrugarh, Pin- 786610, State of Assam, (6) **SHRI SUBHASH CHANDRA SAHA** (PAN - AVPPS6468J), (Aadhaar No. – 433570574764), Son of Late Swadesh Chandra Saha, by faith- Hindu, by occupation- Business, by nationality- Indian, of Amulapatty, P.O. & P.S. – Sivasagar, PIN – 785640, District – Sivasagar, State of Assam, (7) **SHRI SUBAL CHANDRA SAHA** (PAN - ANIPS1515K), (Aadhaar No. – 538723791729), Son of Late Swadesh Chandra Saha, by faith- Hindu, by occupation- Business, by nationality- Indian, of Amulapatty, P.O. & P.S. – Sivasagar, PIN – 785640, District – Sivasagar, State of Assam, (8) **SHRI NIRMAL CHANDRA SAHA** (PAN- ANIPS1525R), (Aadhaar No. – 528363029036), Son of Late Swadesh Chandra Saha, by faith- Hindu, by occupation- Business, by nationality- Indian, of Amulapatty, P.O. & P.S. – Sivasagar, PIN – 785640, District – Sivasagar, State of Assam, (9) **SMT. ILA SAHA** (PAN - RKCPS4260K), (Aadhaar No. – 5348 4610 8650), wife of Late Kamal Chandra Saha, by faith- Hindu, by occupation- Homemaker, by nationality- Indian, of Ward No. 7, Amulapatty, P.O. & P.S. – Sibsagar, PIN – 785640, District – Sivasagar, State of Assam, (10) **MISS MEGHA SAHA** (PAN – JXGPS5008J), (Aadhaar No.- 6954 3792 3340), daughter of Late Kamal Chandra Saha, by faith- Hindu, by occupation- Student, by nationality- Indian, of Ward No. 7, Amulapatty, P.O. & P.S. – Sibsagar, PIN – 785640, District – Sivasagar, State of Assam and (11) **MISS ISHA SAHA** (PAN – QSOPS4470J), (Voter ID- OAN0042119), daughter of Late Kamal Chandra Saha, by faith- Hindu, by

occupation- Student, by nationality- Indian, of Ward No. 7, Amulapatty, P.O. & P.S. – Sibsagar, PIN – 785640, District – Sivasagar, State of Assam, (12) **SHRI SANDIP PRAMANIK** (PAN - APCPP5996D), (Aadhaar No.- 5748 8928 9202), son of Sri Biswanath Pramanik, aged about 43 years, by faith – Hindu, by occupation – Service, residing at "Pareshnath Dham", 14, Garia Place (North), P.O.- Garia, P.S.- Narendrapur (erstwhile Sonarpur), Kolkata – 700084, District – South 24 Parganas, **All the above** are represented by their lawful constituted Attorney **GANGULY HOME SEARCH PRIVATE LIMITED** (PAN - AADCG2860J) a Company registered under the provisions of Companies Act, 1956 having its registered office at- 167, Garia Station Road, P.S.- Narendrapur (erstwhile Sonarpur), Kolkata- 700084, District- South 24 Parganas and represented by one of its Director **SHRI RUPESH RANJAN PRASAD**, (PAN - AKLPP5810A), (Aadhaar No- 6316 5314 3502) son of- Sri Makeswar Prasad, by faith – Hindu, By occupation – Business, residing at- 12 Garia Place, P.O.- Garia, P.S.- Narendrapur (erstwhile Sonarpur), Kolkata- 700084, District – South 24 Parganas, hereinafter collectively referred to as the **LANDOWNERS/VENDORS** (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 registered under the provisions of Companies Act, 1956 having its registered office at- 167, Garia Station Road, P.S.- Narendrapur (erstwhile Sonarpur), Kolkata- 700084, District – South 24 Parganas and represented by its Director **SHRI RUPESH RANJAN PRASAD**, (PAN- AKLPP5810A), (Aadhaar No- 6316 5314 3502) son of- Sri Makeswar Prasad, by faith – Hindu, By occupation – Business, residing at- 12 Garia Place, P.O.- Garia, P.S.- Narendrapur (erstwhile Sonarpur), Kolkata- 700084, District – South 24 Parganas, 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 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".

A. HISTORY OF TITLE:-

1. R.S. & L.R. Dag No. 120 of Mouza – Rajpur, J.L. No. 55, Land measuring 72 decimal

WHEREAS, by virtue of a Kobala executed by Ramsundar Bhandari registered in the office of the 24 Parganas Sadar and recorded in Book No. 1, Volume No.15, Pages from 92 to 95 being Deed No. 1239 for the year 1913, One Smt. Tarangini Debi alias Tarangini Chakraborty, wife of Haran Chandra Chakraborty became the absolute owner, title holder and possessor in respect of land measuring 76 decimal in RS Dag No. 120 and Land measuring 26 decimal in R.S. Dag No. 121, and Land measuring 41 decimal in R.S. Dag No. 122 her name was duly recorded in RS Khatian No. 2623, 2516 and 18 of Mouza – Rajpur along with her other properties;

AND WHEREAS, the said Smt. Tarangini Debi alias Tarangini Chakraborty while possessing her said land measuring 76 decimal in RS Dag No. 120 and Land measuring 26 decimal in R.S. Dag No. 121, and Land measuring 41 decimal in R.S. Dag No. 122 in RS Khatian No. 2623, 2516 and 18 of Mouza – Rajpur for the purpose of gifting 50% share of the same in favour of her grandson Sri Binoy Kumar Chakraborty, son of Late Amarendra Nath Chakraborty, she executed a Deed of Gift scripted in Bengali language and handed over possession of 50% share in said land measuring 76 decimal in RS Dag No. 120 and Land measuring 26 decimal in R.S. Dag No. 121, and Land measuring 41 decimal in R.S. Dag No. 122 in RS Khatian No. 2623, 2516 and 18 of Mouza – Rajpur to said Sri Binoy Kumar Chakraborty and the said Deed was registered in the office of the SR Baruipur and recorded in Book No. 1, Volume No. 87, Pages from 161 to 162 Bearing Deed No. 7560 for the year 1957;

AND WHEREAS, the said Smt. Tarangini Debi alias Tarangini Chakraborty while possessing her rest land in land measuring 76 decimal in RS Dag No. 120 and Land measuring 26 decimal in R.S. Dag No. 121, and Land measuring 41 decimal in R.S. Dag No. 122 in RS Khatian No. 2623, 2516 and 18 of Mouza – Rajpur for the purpose of gifting rest 50% share of the same in favour of her grandsons i) Sri Biman Chakraborty, ii) Sri Bijan Chakraborty and iii) Sri Bibhuti Bhusan Chakraborty all sons of Late Jogesh Chandra Chakraborty, she executed a Deed of Gift scripted in Bengali language and handed over possession of 50% share in said land measuring 76 decimal in RS Dag No. 120 and Land measuring 26 decimal in R.S. Dag No. 121, and Land measuring 41 decimal in R.S. Dag No. 122 in RS Khatian No. 2623, 2516 and 18 of Mouza – Rajpur to said i) Sri Biman Chakraborty, ii) Sri Bijan Chakraborty and iii) Sri Bibhuti Bhusan Chakraborty and the said Deed was registered in the office of the SR Baruipur and recorded in Book No. 1, Volume No. 87, Pages from 161 to 162 Bearing Deed No. 7561 for the year 1957;

AND WHEREAS, said Sri Binoy Kumar Chakraborty by executing a Deed of Sale dated 22-06-1962, she sold, transferred and handed over possession of said 50% share in said land measuring 76 decimal in RS Dag No. 120 and Land measuring 26 decimal in R.S. Dag No. 121, and Land measuring 41 decimal in R.S. Dag No. 122 in RS Khatian No. 2623, 2516 and 18 of Mouza – Rajpur to one Smt. Anima Dhar, wife of Sri Swadesh Ranjan Dhar and the said Deed was registered in the office of the DR South 24 Parganas and recorded in Book No. 1, Volume No. 54, Pages from 145 to 150 Bearing Deed No. 2745 for the year 1962;

AND WHEREAS, due to mentioning of wrong Dag Numbers in their aforesaid Deed, the said i) Sri Biman Chakraborty, ii) Sri Bijan Chakraborty and iii) Sri Bibhuti Bhusan Chakraborty for the purpose of correction of the said dag Numbers in the said Deeds executed by said Smt. Tarangini Debi alias Tarangini Chakraborty and for Declaration of their Title, Ownership and possession over said 50% share in said land measuring 76 decimal in RS Dag No. 120 and Land measuring 26 decimal in R.S. Dag No. 121, and Land measuring 41 decimal in R.S. Dag No. 122 in RS Khatian No. 2623, 2516 and 18 of Mouza – Rajpur, on 20-06-1962 they initiated a Civil suit bearing T.S. no. 214 of 1962 before the Ld. 2nd Court of Ld. Civil Judge (junior Division) at Baruipur against said 1) Binoy Kumar Chakraborty, 2) Biswanath Chakraborty, 3) Sankar Chakraborty, 4) Bani Chakraborty, 5) Minu Chakraborty, sons and daughter of Amarendra Nath Chakraborty 6) Amala Devi, wife of Kanailal Bhattacharyya, 7) Santasila

Devi, wife of Santosh Chakraborty, 8) Ranu devi, wife of Govinda Bhattacharjee and 9) Smt. Anima Dhar, wife of Sri Swadesh Ranjan Dhar;

AND WHEREAS, the said suit bearing T.S. no. 214 of 1962 was decreed by the Ld. 2nd Court of Ld. Civil Judge (junior Division) at Baruipur on the basis of a solenama executed by all the parties to the suit and the said solenama along with the attached Map/Plan were made part of the said Decree;

AND WHEREAS, in terms of the aforesaid solenama decree and attached Plan, the said i) Sri Biman Behari Chakraborty, ii) Sri Bijan Chakraborty and iii) Sri Bibhuti Bhusan Chakraborty were declared absolute owners, title holder and possessor in respect of a specific demarcated land measuring 71.5 Decimal out of land measuring 4.5 decimal in RS Dag No. 120 and Land measuring 26 decimal in R.S. Dag No. 121, and Land measuring 41 decimal in R.S. Dag No. 122 in RS Khatian No. 2623, 2516 and 18 of Mouza – Rajpur, and said Smt. Anima Dhar, wife of Sri Swadesh Ranjan Dhar was declared absolute owners, title holder and possessor in respect of a specific demarcated land measuring 71.5 Decimal out of land measuring 76 decimal in RS Dag No. 120 in RS Khatian No. 2623 of Mouza – Rajpur ;

AND WHEREAS the said Smt. Anima Dhar while possessing 71.5 Decimal out of land measuring 76 decimal in RS Dag No. 120 in RS Khatian No. 2623 of Mouza – Rajpur by executing a Bengali Kobala dated 14-03-1986, she sold, transferred and handed over possession of land measuring 33 decimal in RS and LR Dag No. 120 under RS Khatian No. 2623 in favour of Sri Biswajit Saha, Pankajit Saha, and Apu Saha, all sons of Sri Rajbehari Saha and the said deed was registered in the office of the DSR South 24 Parganas and recorded in Book No. 1, Volume No. 104, Pages 395 to 403 Bearing Deed No. 5492 for the year 1986;

AND WHEREAS the said Smt. Anima Dhar by executing another Bengali Kobala dated 4-07-1986, she sold, transferred and handed over possession of land measuring 7 Katha 12 Chittak or 13 decimal in RS and LR Dag No. 120 under RS Khatian No. 2623 in favour of Sri Sanjoy Saha, son of Sri Rajbehari Saha and the said deed was registered in the office of the DSR South 24 Parganas and recorded in Book No. 1, Volume No. 236, Pages 130 to 139 Bearing Deed No. 12011 for the year 1986;

AND WHEREAS the said Smt. Anima Dhar by executing another Bengali Kobala dated 4-07-1986, she sold, transferred and handed over possession of land measuring 7 Katha 12 Chittak or

13 decimal in RS and LR Dag No. 120 under RS Khatian No. 2623 in favour of Sri Tapan Saha alias Joyjit Saha son of Sri Rajbehari Saha and the said deed was registered in the office of the DSR South 24 Parganas and recorded in Book No. 1, Volume No. 236, Pages 151 to 160 Bearing Deed No. 12013 for the year 1986;

AND WHEREAS the said Smt. Anima Dhar by executing another Bengali Kobala dated 4-07-1986, she sold, transferred and handed over possession of land measuring 7 Katha 12 Chittak or 13 decimal in RS and LR Dag No. 120 under RS Khatian No. 2623 in favour of Smt. Pramila Saha, Wife of Sri Rajbehari Saha and the said deed was registered in the office of the DSR South 24 Parganas and recorded in Book No. 1, Volume No. 236, Pages 140 to 150 Bearing Deed No. 12012 for the year 1986;

AND WHEREAS the said Smt. Pramila Saha while possessing her said 13 decimal of land, she died intestate on 28-12-2021 leaving behind her, her 5 sons and one daughter namely Sri Pankajit Saha, Sri Biswajit Saha, Sri Apu Saha, Sri Tapan Saha alias Joyjit saha, Sri Sanjoy Saha and Smt. Maya Rani Saha, wife of Uttam Saha as her only legal heirs and successors who jointly and equally inherited the property of said Smt. Pramila Saha, since deceased;

AND WHEREAS the said Smt. Maya Rani Saha, wife of Uttam Saha by virtue of inheritance, she became the owner of undivided 1/6th share equivalent to land measuring 2.167 decimal in Mouza – Rajpur, J.L. No. 55, District – South 24 Parganas and while seized and possessed of her said land, said Maya Rani Saha by dint of a registered Deed of Gift dated 27.12.2022 handed over possession of the same to Sri Sandip Pramanik and the said Deed was duly registered before the Office of DSR – III, South 24 Parganas and recorded in Book I, Volume 1603-2022, Page from 634118 to 634135, being No. 20054 for the year 2022;

AND WHEREAS said Sri Pankajit Saha, Sri Biswajit Saha, Sri Apu Saha, Sri Tapan Saha alias Joyjit Saha, Sri Sanjoy Saha and Sri Sandip Pramanik became the joint owners and possessors in respect of land measuring 72 decimal comprising in R.S. & L.R. Dag No. 120 and they all mutated their names which was duly recorded and finally published under L.R. Khatian Nos. 4380, 4379, 4376, 4568, 4377 & 4599, in Mouza- Rajpur, J.L. No. 55;

2. R.S. & L.R. Dag No. 121 of Mouza – Rajpur, J.L. No. 55, Land measuring 33.05 decimal **WHEREAS**, in terms of the aforesaid solenama decree and attached Plan, the said i) Sri Biman Behari Chakraborty, ii) Sri Bijan Chakraborty and iii) Sri Bibhuti Bhusan Chakraborty were

declared absolute owners, title holder and possessor in respect of a specific demarcated land measuring 71.5 Decimal out of land measuring 4.5 decimal in RS Dag No. 120 and Land measuring 26 decimal in R.S. Dag No. 121, and Land measuring 41 decimal in R.S. Dag No. 122 in RS Khatian No. 2623, 2516 and 18 of Mouza – Rajpur, J.L. No. 55;

AND WHEREAS the said Sri Biman Behari Chakraborty while possessing his share in the said properties, he died intestate leaving behind him, his wife Smt. Shefali Chakraborty and only son Prabir Chakraborty as his only legal heirs who joint and equally inherited the properties left by said Biman Behari Chakraborty, since deceased;

AND WHEREAS thus the said Smt. Shefali Chakraborty, Prabir Chakraborty, Sri Bijan Chakraborty and Sri Bibhuti Bhusan Chakraborty while possessing said specific demarcated land measuring 71.5 Decimal they by executing an Indenture dated 12-02-1986 sold, transferred, conveyed and handed over possession of specific demarcated plot of land measuring 12 Katha 00 chittak 00 sq. ft. in RS Dag No. 121 under RS Khatian No. 2516 of Mouza – Rajpur to M/S Yatayat Equipments Pvt. Ltd. and the said deed was registered before Registrar of Calcutta and recorded in Book No. 1, Bearing Deed No. 2118 for the year 1986 ;

AND WHEREAS thus the said Smt. Shefali Chakraborty, Prabir Chakraborty, Sri Bijan Chakraborty and Sri Bibhuti Bhusan Chakraborty by executing another Indenture dated 25-02-1986 sold, transferred, conveyed and handed over possession of specific demarcated plot of land measuring 4 Katha 03 chittak 20 sq. ft. in RS Dag No. 121 under R.S. Khatian No. 2516 and land measuring 3 Katha 12 chittak 25 sq. ft. in RS Dag No. 120 under RS Khatian No. 2623 of Mouza – Rajpur to Sri Ravi Prakash Malpani and the said deed was registered before Registrar of Calcutta and recorded in Book No. 1, Bearing Deed No. 2753 for the year 1986;

AND WHEREAS the said M/S Yatayat Equipments Pvt. Ltd. represented by its Directors 1) Sri Hari Ratan Chandak, son of Late Amolakh Chand Chandak and 2) Sri Bachhraj Mohta, son of Late Ratan Lal Mohta and Sri Ravi Prakash Malpani, son of Late Malchand Malpani while possession their said land jointly as Vendors, by executing a Deed of Indenture dated 18-02-1993 against valuable consideration price sold, transferred and conveyed land measuring 4 Katha 15 Chittak 14 sq. ft. in said RS and LR Dag No. 120 and 121 under RS Khatian No. 2516, 2623 of Mouza – Rajpur, J.L. No. 55, District – South 24 Parganas to Sri Nirmal Saha, the Landowner No. 1 herein and the said Deed was registered in the office of the DSR South 24

Parganas and recorded in Book No. 1, Volume No. 40, Pages from 421 to 438 Being Deed No. 2270 for the year 1993;

AND WHEREAS the said M/S Yatayat Equipments Pvt. Ltd. represented by its Directors 1) Sri Hari Ratan Chandak, son of Late Amolakh Chand Chandak and 2) Sri Bachhraj Mohta, son of Late Ratan Lal Mohta while possessing the said land and Sri Ravi Prakash Malpani, son of Late Malchand Malpani while possession their said land jointly as Vendors, by executing a Deed of Indenture dated 18-02-1993 against valuable consideration price sold, transferred and conveyed land measuring 5 Katha 1 Chittak 12 sq. ft. in said RS and LR Dag No. 120 and 121 under RS Khatian No. 2623, 2516 of Mouza – Rajpur, J.L. No. 55, District – South 24 Parganas to Sri Subal Saha, the Landowner No. 2 herein and the said Deed was registered in the office of the DSR South 24 Parganas and recorded in Book No. 1, Volume No. 40, Pages from 452 to 464 Being Deed No. 2272 for the year 1993;

AND WHEREAS the said M/S Yatayat Equipments Pvt. Ltd. represented by its Directors 1) Sri Hari Ratan Chandak, son of Late Amolakh Chand Chandak and 2) Sri Bachhraj Mohta, son of Late Ratan Lal Mohta while possessing the said land and Sri Ravi Prakash Malpani, son of Late Malchand Malpani while possession their said land jointly as Vendors, by executing a Deed of Indenture dated 18-02-1993 against valuable consideration price sold, transferred and conveyed land measuring 4 Katha 15 Chittak 44 sq. ft. in said RS and LR Dag No. 121 under RS Khatian No. 2516 of Mouza – Rajpur, J.L. No. 55, District – South 24 Parganas to Sri Subhas Saha, the Landowner No. 3 herein and the said Deed was registered in the office of the DSR South 24 Parganas and recorded in Book No. 1, Volume No. 40, Pages from 439 to 451 Being Deed No. 2271 for the year 1993;

AND WHEREAS the said M/S Yatayat Equipments Pvt. Ltd. represented by its Directors 1) Sri Hari Ratan Chandak, son of Late Amolakh Chand Chandak and 2) Sri Bachhraj Mohta, son of Late Ratan Lal Mohta while possessing the said land and Sri Ravi Prakash Malpani, son of Late Malchand Malpani while possession their said land jointly as Vendors, by executing a Deed of Indenture dated 18-02-1993 against valuable consideration price sold, transferred and conveyed land measuring 4 Katha 15 Chittak 19 sq. ft. in said RS and LR Dag No. 120 and 121 under RS Khatian No. 2623, 2516 of Mouza – Rajpur, J.L. No. 55, District – South 24 Parganas to Sri Kamal Saha, son of Late Swadesh Chandra Saha and the said Deed was

registered in the office of the DSR South 24 Parganas and recorded in Book No. 1, Volume No. 40, Pages from 408 to 420 Being Deed No. 2269 for the year 1993;

AND WHEREAS said Nirmal Chandra Saha, Subal Chandra Saha, Subhash Chandra Saha and Kamal Chandra Saha jointly became owners and possessors of land measuring 20 Cottahs 00 Chittaks 00 Sq. Ft. equivalent to 33.05 Decimal within District - South 24 Parganas, P.S.- Sonarpur, ADSR – Sonarpur, DR- Alipore, Mouza – Rajpur, J.L. No. 55, out of which land measuring 3 Katha 13 Chittak 23 sq. ft. or 6.35 decimal in R.S. Dag No. 120, under RS Khatian No. 2516 and land measuring 16 Katha 2 Chittak 22 sq. ft. or 26.7 decimal in R.S. and L.R. Dag No. 121, under RS Khatian No. 2623 presently under Rajpur-Sonarpur, Ward No. 17, (on N. S. Road) Kolkata – 700149;

AND WHEREAS the present Landowners being desirous of constructing multi-storied building over their respective landed properties, they approached the Developer herein and executed several Development Agreements and Development Power of Attorney unto and in favour of the Developer herein which are as follows:-

- 1) Sri Biswajit Saha and Sri Sanjoy Saha entered into a Development Agreement on 28.11.2022 with the Developer herein which was duly registered before the Office of the D.S.R.- III, South 24 Parganas and recorded in Book I, Volume No. 1603-2022, Pages from 586415 to 586461, being No. 18159 for the year 2022, along with a Development Power of Attorney dated 28.11.2022 in favour of the Developer herein which was duly registered before the Office of the D.S.R.- III, South 24 Parganas and recorded in Book I, Volume No. 1603-2022, Pages from 586462 to 586482, being No. 18159 for the year 2022;
- 2) Sri Pankajit Saha, Sri Apu Saha & Sri Tapan Saha alias Joyjit Saha entered into a Development Agreement on 19.10.2022 with the Developer herein which was duly registered before the Office of the D.S.R.- III, South 24 Parganas and recorded in Book I, Volume No. 1603-2022, Pages from 528358 to 528405, being No. 16344 for the year 2022, along with a Development Power of Attorney dated 19.10.2022 in favour of the Developer herein which was duly registered before the Office of the D.S.R.- III, South 24 Parganas and recorded in Book I,

Volume No. 1603-2022, Pages from 528280 to 528301, being No. 16353 for the year 2022;

- 3) Sri Nirmal Chandra Saha, Sri Subal Chandra Saha, Sri Kamal Chandra Saha and Sri Subhash Chandra Saha entered into a Development Agreement on 20.10.2022 with the Developer herein which was duly registered before the Office of the D.S.R.- III, South 24 Parganas and recorded in Book I, Volume No. 1603-2022, Pages from 528656 to 528706, being No. 16412 for the year 2022, along with a Development Power of Attorney dated 19.10.2022 in favour of the Developer herein which was duly registered before the Office of the D.S.R.- III, South 24 Parganas and recorded in Book I, Volume No. 1603-2022, Pages from 528632 to 528655, being No. 16416 for the year 2022;

AND WHEREAS the present Landowners mutually amalgamated their respective landed properties for better utilization and construction of multi-storied building upon their amalgamated land by virtue of a Deed of Amalgamation dated 31.01.2023 which was duly registered before the Office of the DSR-III, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2023, Page from 50219 to 50245, being No. 160301447 for the year 2023;

AND WHEREAS it came to the knowledge of the Landowners that there were certain typographical errors in the said Deed of Amalgamation and therefore for rectification of the said errors, the Landowners herein along with other Landowners of the amalgamated total properties executed a Deed of Declaration dated 27.09.2023 which was duly registered before the Office of the DSR-III, South 24 Parganas and recorded in Book No. IV, Volume No. 1603-2023, Page from 12657 to 12675, being No. 160300723 for the year 2023;

AND WHEREAS the Landowners herein along with other Landowners of the amalgamated total properties executed a Boundary Declaration dated 15.04.2024 to properly define the correct boundaries and area of their property, which was duly registered before the Office of the DSR-III, South 24 Parganas, and recorded in Book I, Volume No. 1603-2024, Page from 153371 to 153387, being No. 160306293 for the year 2023 and the landed property is distinguished as Municipal Holding No.

133, N. S. Road, within the limits of Rajpur Sonarpur Municipality under Ward No. 17, Kolkata – 700149;

AND WHEREAS, the Developer on behalf of and as attorney of the all the Landowners aforementioned, obtained the Building Plan Sanctioned by the Rajpur-Sonarpur Municipality vide **Sanction Plan No. SWS-OBPAS/2207/2024/0756 Dated 24.05.2024**;

AND WHEREAS during the process of constructing of the said Multi-storied building as per the sanctioned plan, Kamal Chandra Saha died intestate on 09.03.2024 leaving behind him his wife namely Smt. Ila Saha and 2 (two) daughters namely Miss Megha Saha, Miss Isha Saha as his only legal heirs and successors who jointly and equally inherited the share of said Kamal Chandra Saha, since deceased;

AND WHEREAS under certain changed circumstances and due to death of one of the previous Landowners and for the purpose of specifying the Landowners' and Developer's Allocated areas in the building project :-

- 1) Sri Pankajit Saha, Sri Apu Saha & Sri Tapan Saha alias Joyjit Saha entered into a Development Agreement on 14.06.2024 with the Developer herein which was duly registered before the Office of the D.S.R.- III, South 24 Parganas and recorded in Book I, Volume No. 1603-2024, Pages from 251397 to 251441, being No. 9714 for the year 2024, along with a Development Power of Attorney dated 14.06.2024 with the Developer herein which was duly registered before the Office of the D.S.R.- III, South 24 Parganas and recorded in Book I, Volume No. 1603-2024, Pages from 251375 to 251396, being No. 9718 for the year 2024;
- 2) Sri Nirmal Chandra Saha, Sri Subal Chandra Saha, Sri Subhash Chandra Saha, along with the legal heirs of Late Kamal Chandra Saha namely Smt. Ila Saha, Miss Megha Saha and Miss Isha Saha entered into a Development Agreement on 11.07.2024 with the Developer herein which was duly registered before the Office of the D.S.R.- III, South 24 Parganas and recorded in Book I, Volume No. 1603-2024, Pages from 304930 to 304979, being No. 11396 for the year 2024, along with a Development Power of Attorney dated 11.07.2024 in favour

of the Developer herein which was duly registered before the Office of the D.S.R.- III, South 24 Parganas and recorded in Book I, Volume No. 1603-2024, Pages from 304905 to 304929, being No. 11400 for the year 2024;

- 3) Sri Sandip Pramanik entered into a Development Agreement Coupled with Development Power of Attorney on 18.07.2024 with the Developer herein which was duly registered before the Office of the D.S.R.- III, South 24 Parganas and recorded in Book I, Volume No. 1603-2024, Pages from 304930 to 304979, being No. 11396 for the year 2024, along with a Development Power of Attorney dated 11.07.2024 in favour of the Developer herein which was duly registered before the Office of the D.S.R.- III, South 24 Parganas and recorded in Book I, Volume No. 1603-2024, Pages from 309010 to 309055, being No. 160311856 for the year 2024;
- B.** The said Land is earmarked for the purpose of building a residential building project comprising multi-storied Flat and the said project shall be known as **“4-Sight Superia”**.
- C.** The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the Said Land on which Project is to be constructed have been completed.
- D.** The Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project from Rajpur Sonarpur Municipality. The Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable;
- E.** 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. carpet area, equivalent to 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 Superia”** 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 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. carpet area, equivalent to Sq. Ft. super built-up
 area along with car parking space at the of the said building named
 as **“4-Sight Superia”** 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 we 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 cheques 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 forever discharged from and by the Vendors/Developer and unto and in favour of the Purchaser.

(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 DOTH 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 “**4-Sight Superia**” 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 DO TH 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.
- (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.

**THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of the Land)**

ALL THAT total area of the land measuring 61 cottahs 10 chittacks 38 sq. ft. i.e. 4125.629 sq. m. within District – South 24 Parganas, P.S. – Sonarpur, Mouza – Rajpur, J.L. No. 55, comprising in R.S. & L.R. Dag Nos.- 120 & 121 under R.S. Khatian Nos. 2623 & 2516, L.R. Khatian Nos. 4806, 4807, 4808, 4809, 4376, 4377, 4379, 4380, 4568 & 4599, presently Holding No. 133, Netaji Subhas Road, within the limits of Rajpur Sonarpur Municipality, Ward No. 17, Kolkata – 700149, together with all easement right to electric, tap, water, gas and telephone etc. and appurtenance thereto, together with all sorts of easement rights thereto and the entire land is butted and bounded as follows :-

ON THE NORTH : By Land of RS Dag No. 151, 152;
ON THE SOUTH : By N. S. Road (Garia Baruipur Main Road);
ON THE EAST : By Municipal Road;
ON THE WEST : By Land in RS Dag 120(P);

**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. carpet area, equivalent to 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 building complex named as “4SIGHT SUPERIA” together with the undivided proportionate share of land in the Holding No. 24, Madhya Mahamayapur, within the limits of Rajpur Sonarpur Municipality, Ward no 28, Kolkata – 700084, 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 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.

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.

**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 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:-

WITNESSES :

1.

2.

Signature of the Vendors

Signature of the Developer

Signature of the Purchaser

DRAFT COPY

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

