

SALE DEED

THIS SALE DEED is made on the day of 2023 (Two Thousand Twenty Three) BETWEEN (1) SRI SUBRATA BAIDYA (PAN- AEHPB2924F), (2) SRI SUBHAS BAIDYA (PAN - AEIPB8377D) and (3) SRI SATYABRATA BAIDYA (PAN - AEIPB8378N), all sons of - Late Satish Chandra Baidya, by faith- Hindu, by occupation- Advocate & Business, by nationality- Indian, residing at- "Baidya Bhawan", 8, Pranabananda Road, P.O.- Garia, P.S.- Patuli, Kolkata- 700084, hereinafter jointly referred to as

the “LANDOWNERS/VENDORS” represented by their constituted attorney SRI AMIT GANGULY (PAN- AIEPG3746R) son of- Late Ranjit Ganguly, by faith- Hindu, by occupation- Business, residing at- 174, Garia Station Road, Post Office- Garia, Police Station- Narendrapur, 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 one of its Director SRI AMIT GANGULY(PAN- AIEPG3746R) son of- Late Ranjit Ganguly, by faith- Hindu, by occupation- Business, residing at- 174, Garia Station Road, Post Office- Garia, Police Station- Narendrapur, Kolkata- 700084, authorized vide board resolution dated 21.02.2022 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".

WHEREAS:

- A.** Niro Bewa, wife of- Late Paresh Halder while being the owner of the land measuring about 13 decimal in Dag No. 417 & 418, Khatian No. 509 & 510, both under Mouza- Baishnabghata, J.L. No. 28 sold the said entire land to Satish Chandra Baidya, son of- Tarak Nath Baidya (the deceased father of the Landowners herein) by virtue of a Sale Deed registered on 24.05.1946, before Sadar Joint Sub- Registrar, Alipore and recorded in Book No. I, Volume No. 37, Pages 62 to 63, Being No. 1525, for the year 1946;
- B.** Sanatan Chandra Nath & Lalit Mohan Nath, both sons of Sarada Prasad Nath and Panchu Bala Nath, wife of- Satya Charan Nath while being the joint owners of the land measuring about 31 decimal in Dag No. 423, Khatian No. 537, under Mouza- Baishnabghata, J.L. No. 28 sold the same to Satish Chandra Baidya, son of- Tarak Nath Baidya (the deceased father of the Landowners herein) by virtue of a Sale Deed registered on 27.02.1963, before Sub- Registrar, Alipore and recorded in Book No. I, Volume No. 17, Pages 244 to 247,

Being No. 1738, for the year 1963;

- C.** Nanda Dulal Sadhukhan, son of- Late Panchkari Sadhukhan & Panchi Bala Dashi, wife of- Late Panchkari Sadhukhan while being the joint owners of the land measuring about 6 decimal in Dag No. 419, Khatian No. 527, under Mouza- Baishnabghata, J.L. No. 28 sold the same to Satish Chandra Baidya, son of- Tarak Nath Baidya (the deceased father of the Landowners herein) by virtue of a Sale Deed registered on 04.10.1974, before Sub- Registrar, Alipore and recorded in Book No. I, Volume No. 149, Pages 31 to 37, Being No. 5353, for the year 1974;
- D.** After purchasing the above-stated lands total measuring about 50 decimal Satish Chandra Baidya mutated his name in the Assessment Records of Corporation of Calcutta (now known as Kolkata Municipal Corporation) and the said lands have been re-numbered as 139, Raja S.C. Mullick Road, 139/1A, Raja S.C. Mullick Road, 139/1B, Raja S.C. Mullick Road, 140, Raja S.C. Mullick Road & 171, Raja S.C. Mullick Road, thereafter on 29.05.1975 Corporation of Calcutta (now known as Kolkata Municipal Corporation) on the basis of an application made by Satish Chandra Baidya amalgamated the above-stated premises into a single premises, i.e. 139/1A, Raja S.C. Mullick Road under Ward No. 100;
- E.** On the said premises i.e. 139/1A, Raja S.C. Mullick Road, Satish Chandra Baidya constructed a building thereon and started business of Cinema House. The cinema house was named "Mahua" and the present Landowners were partners in

that business along with their father (Satish Chandra Baidya);

- F.** On 17.10.1979 Satish Chandra Baidya executed an unregistered Will in favour of his 4 (four) sons namely Sri Subrata Baidya, Sri Subhas Baidya, Sri Satyabrata Baidya & Suhas Baidya in respect of the above-stated lands whereon the said "Mahua" cinema hall was situated with other lands and after the demise of Satish Chandra Baidya on 01.05.1981 his above-stated 4 (four) sons jointly inherited the said lands;
- G.** Suhas Baidya (one of the sons of Satish Chandra Baidya) died on 18.07.1983 and as per the terms and conditions of the said Will of Satish Chandra Baidya, the share of Suhas Baidya devolved upon his three brothers, i.e. Sri Subrata Baidya, Sri Subhas Baidya, Sri Satyabrata Baidya (all being the Landowners);
- H.** The Additional District Judge, 5th Court, Alipore was pleased to Grant Probate of Will of Late Satish Chandra Baidya in O.S. No. 2 of 1988, which was proved in his court on 06.05.1988 and finally granted the said probate on 28.03.1989 which was arose from original Suit No. 81 of 1987 in Act XXXIX Case No. 103 of 1984 filed before The Ld. District Delegate, Alipore and thereafter the Landowners herein got the joint ownership of the "Mahua" cinema hall along with lands total measuring an area of 50 decimal but after physical measurement which appears to be **1 (One) Bigha 7 (Seven) Cottahs 1 (one) Chittak 36 (thirty six) Sq. ft.** be the same a little more or less and the said land has been more fully and particularly described in the Schedule-A hereunder written.

- I.** Subrata Baidya, Subhas Baidya & Satyabrata Baidya (all being the Landowners) mutated their names in the Assessment Records of Kolkata Municipal Corporation in respect of the First Schedule land, and since then they are enjoying the joint ownership of the same without any interferences from anyone;
- J.** Due to changed business scenario the Landowners herein (the then owners of Mahua Cinema Hall) decided to stop business of running cinema house and did all the needful for the closure of business which includes surrender of licenses vide prayer dated 19.05.2015 before the District Magistrate South 24 Parganas, Cinema Licence Department. On 1.08.2019 Cinema Licence Department, Alipore, South 24 Parganas vide Memo no.07/CL informed about closure of "Mahua" cinema hall and cancellation of its licence. This is pertinent to mention here the landowners have also demolished the structure standing on the said land before handing over possession to the Developer/Second party of this agreement.
- K.** The Landowners being desirous of construction of new multi-storied building on the said premises have approached the Developer herein and executed a Development Agreement dated 16th February, 2018. The said Development Agreement was registered in the office of A.R.A.-I, Kolkata, recorded in Book No-I, Volume No.-1901-2018, Pages from 47725 to 47779 Being No.-1087 for the year 2018.
- L.** The Landowners have also executed a Power of Attorney on 14th September, 2018 in favour of Developers' representative for the purpose of smooth working. The said Power of Attorney

was registered in the office of A.R.A.-III, Kolkata, recorded in Book No-IV, Volume No.-1903-2018, Pages from 169944 to 169980 Being No.-5952 for the year 2018.

M. The Landowners on 16.01.2019 executed a Boundary Declaration declaring the actual physical measurement of the land of KMC Premises No. 139/1A, Raja Subodh Chandra Mullick Road, Kolkata-700047 is 26 Cottahs 15 Chhittaks 29 Square Feet i.e. 1804.585 Sq. Mt. or 19424 sq. ft. and the said Boundary Declaration was registered in the office of the A.D.S.R. Alipore, Kolkata and recorded in Book No.- I, Volume No. 1905-2019, pages 10452 to 10471, Being No.160500211 for the year 2019.

N. The Developer on behalf of the Landowners obtained the Building Plan sanctioned by Kolkata Municipal Corporation, Building Department, Being No. 2021100045 dated 23.07.2021. The Kolkata Municipal Corporation, Building Department has granted the commencement certificate to develop the project vide approval dated 27.05.2022.

O. The Three Landowners and Developer due to changed circumstances mutually decided to enter into three separate fresh Development Agreements with more clarified explanation of their respective allocation and liabilities for that purpose the Landowners, each having $1/3^{\text{rd}}$ undivided share in the project land, executed three development agreements with the Developer, wherein the respective allocation of Landowners and Developer was specifically mentioned and demarcated. Each of the Landowners has also executed power of attorney in favour

of the Developer simultaneously.

P. Those Development Agreements and Power of Attorneys are registered in the office of District Sub- Registrar –III, South 24 Parganas. The details of those registration are given hereunder:

- (i) Development agreement dated 8th February, 2022 executed between Sri Subrata Baidya and Ganguly Home Search Pvt. Ltd registered and recorded in Book No-I, Volume No- 1603-2022, Pages from 65492 to 65546 , being No.- 2082 for the year 2022. He also executed a power of attorney dated 9th February,2022 in favour of the developer, simultaneously and the same was recorded in Book No-I, Volume No- 1603-2022, Page 77252 to 77276, being No.- 2462 for the year 2022, regarding his 1/3rd share in the said land described in the Schedule-A.
- (ii) Development agreement dated 8th February, 2022 executed between Sri Subhas Baidya and Ganguly Home Search Pvt. Ltd registered and recorded in Book No-I, Volume No- 1603-2022, Pages from 65602 to 65660, being No.- 2084 for the year 2022. He also executed a power of attorney dated 9th February,2022 in favour of the developer, simultaneously and the same was recorded in Book No-I, Volume No- 1603-2022, Page 77393 to 77417, being No.- 2460for the year 2022, regarding his 1/3rd share in the said land described in the Schedule-A.
- (iii) Development agreement dated 8th February, 2022 executed between Sri Satyabrata Baidya and Ganguly Home Search

Pvt. Ltd registered and recorded in Book No-I, Volume No-1603-2022, Pages from 65547 to 65601 , being No.- 2083 for the year 2022. He also executed a power of attorney dated 9th February,2022 in favour of the developer, simultaneously and the same was recorded in Book No-I, Volume No- 1603-2022, Page 77209 to 77233, being No.- 2461 for the year 2022, regarding his 1/3rd share in the said land described in the Schedule-A.

- Q.** 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 Eminence”**.
- R.** Thereafter the Developer herein started construction of a B+G+11 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;
- S.** 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 Eminence” 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. super built-up area along with car parking space at the of the said building named as “4-Sight Eminence” 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, Kolkata Municipal Corporation 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.

(vii) The Purchaser, shall hereafter, has the right to mutate their name in the Records of the Kolkata Municipal Corporation 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 it’s 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 Eminence 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 DOETH 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.

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 the **Flat No-** ---- situated on the ----
Floor, measuring more or less ---- sq. ft. carpet area which is

equivalent to ----- sq. ft. super built up area along with ----- **car parking space** measuring about sq. ft. in the basement of the said building complex named as “**4SIGHT EMINENCE**” constructed on the land total measuring an area of **26 (Twenty Six) Cottahs 15 (Fifteen) Chittak 29 (Twenty Nine) Sq. ft.** be thesame a little more or less in Mouza- Baishnabghata, J.L. No. 28, Dag No. 417, 418, 419, 423, Khatian No. 509, 510, 527, 537, **KMC Premises No. 139/1A, Raja Subodh Chandra Mullick Road**, Assessee No. 21-100-08-0163-3, Police Station–Patuli formerly Jadavpur, Sub-Registry Office- Alipore under Ward No.- 100 of Kolkata Municipal Corporation, District – 24 Parganas (South), and the entire land is butted and bounded as follows :-

ON THE NORTH : By Raja S.C. Mullick Road;

ON THE SOUTH : By 12' feet wide passage;

ON THE EAST : By others land;

ON THE WEST : By partly 12' feet wide passage;

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 B+G+11 storied building complex named as “4-Sight Eminence” together with the undivided proportionate share of land, 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.
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.
18. AC Community Hall
19. Swimming pool
20. Gymnasium
22. Car parking assistance.
23. Games Room.

BE IT TO BE NOTED THAT the Developer herein is also developing the lands adjacent to the said building project named "4-Sight Eminence" and in future the Flat owners of this building project named "4-Sight Eminence" will have the access to the building project to be constructed on the adjacent lands and will also have the access to their common areas and facilities, similarly the Flat owners of the to be constructed building project of the adjacent lands will have the access to the common areas and facilities of the building project of "4-Sight Eminence".

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

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.

Signature of the Developer

Drafted by –

DRAFT COPY