

DEED OF SALE

THIS DEED OF SALE made on this _____ day of _____
Two Thousand and _____

BETWEEN

VENDORS:

(1) KAMLESH BANIK (PAN ADLPB2553R) (Aadhar No.778326386592), son of Late Prafulla Banik, by faith – Hindu, by occupation - Business, by nationality – Indian, **(2) (SMT.) RITA BANIK (PAN AEEPB3646K) (Aadhar No.395255298692)**, wife of Shri Kamlesh Banik, by faith – Hindu, by occupation – House Business, by nationality – Indian, **(3) (MS.) PRIYANKA BANIK (PAN AZNPB7273Q) (Aadhar No.660267373955)**, daughter of Shri Kamlesh Banik, by faith – Hindu, by occupation - Student, by nationality – Indian and **(4) AMIT BANIK (PAN AGVPB5613R) (Aadhar No.425695100442)**, son of Shri Kamlesh Banik, by faith – Hindu, by occupation- Service, by nationality – Indian all residing at Plot No.CG-231, Sector – II, Salt Lake, P.O. Bikash Bhawan, P.S. Bidhannagar (East), Kolkata – 700 091 all represented by their Constituted Attorney, **GSPRDevelopers Private Limited (PAN AABCJ2378Q)**, a company incorporated under the Companies Act, 1956, having its Registered Office at Akash Nilay Housing Complex, Block – C/1, Flat No.1B, Ground Floor, Narayanpur, P.O. R-Gopalpur, P.S. Airport, Kolkata – 700 136, represented by its authorized signatory **SHRI PRABIR ROY CHOWDHURY (PAN ADIPR1841H) (Aadhar No.329194987795)**, son of Late Netai Roy Chowdhury, by faith – Hindu, by occupation - Business, by nationality – Indian residing at Plot No.BF-14, Sector – I, Salt Lake, P.O. CC Block, P.S. Bidhannagar (North), Kolkata – 700 064;

AND

GSPR DEVELOPERS PVT. LTD.


Authorised Signatory

DEVELOPER:

GSPRDEVELOPERS PRIVATE LIMITED (PAN AABCJ2378Q), a company incorporated under the Companies Act, 1956, having its Registered Office at Akash Nilay Housing Complex, Block – C/1, Flat No.1B, Ground Floor, Narayanpur, P.O. R-Gopalpur, P.S. Airport, Kolkata – 700 136, represented by its authorized signatory **SHRI PRABIR ROY CHOWDHURY (PAN ADIPR1841H) (Aadhar No.329194987795)**, son of Late Netai Roy Chowdhury, by faith – Hindu, by occupation - Business, by nationality – Indian residing at Plot No.BF-14, Sector – I, Salt Lake, P.O. CC Block, P.S. Bidhannagar (North), Kolkata – 700 064;

AND**PURCHASER:**

[If the Purchaser is a company]

_____ (**PAN** _____), (**CIN** _____) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013, as the case may be], having its registered office at _____, represented by its authorized signatory, **SHRI** _____ (**PAN** _____) (**Aadhar No.** _____), son of _____, by faith _____, by occupation – _____, by nationality – Indian, residing at _____ duly authorized vide board resolution dated _____

[OR]

[If the Purchaser is a Partnership]

_____ (**PAN** _____), a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____, represented by its authorized partner _____, **SHRI** _____ (**PAN** _____) (**PAN** _____) (**Aadhar No.** _____), son of _____, by faith _____

_____, by occupation – _____, by nationality – Indian, residing at _____.

[OR]

[If the Purchaser is an Individual]

_____ (PAN _____) (Aadhar No. _____),
son of _____, by faith _____, by occupation –
_____, by nationality – Indian, residing at _____.

[OR]

[If the Purchaser is HUF]

_____ (PAN _____) (Aadhar No. _____),
son of _____, by faith _____, by occupation –
_____, by nationality – Indian, residing at _____
_____ for self and as the Karta of the Hindu
Joint Mitakshara Family known as _____ HUF (PAN
_____), having its place of business at _____.

Definitions – Unless, in this agreement, there be something contrary or repugnant to the subject or context

- (i) **“Vendors”** shall mean (1) Kamlesh Banik (2) (Smt.) Rita Banik (3) Priyanka Banik and (4) Amit Banik and include their respective heirs, executors, administrators, legal representatives and/or assigns;
- (ii) **“Developer”** shall mean GSPR Developers Private Limited and include its successor or successors-in-office and/or assigns;
- (iii) **“Purchaser”** shall mean one or more purchasers named above and include:-
 - a. in case of an individual, his/her heirs executors administrators legal representatives and/or assigns;

- b. in case of a HUF, its members for the time being their respective heirs executors administrators legal representatives and/or assigns;
 - c. in case of a partnership firm, its partners for the time being their respective heirs executors administrators legal representatives and/or assigns;
 - d. in case of a Company, its successors or successors-in-office and/or assigns;
 - e. in cases not falling within any of the above categories, the constituent of the purchaser as its nature and character permits and their heirs legal representatives or successors as the case may be and/or assigns.
- (iv) “**Association**” shall mean any Association of Persons, Syndicate, Committee, Society, Company or other body that may be formed of the Co-owners for the Common Purposes having such rules regulations and restrictions as be deemed proper and necessary by the Developer but not inconsistent with the provisions and covenants herein contained;
- (v) “**Building Plan**” shall mean the plan for construction of the New Buildings sanctioned by the Bidhannagar Municipal Corporation vide Plan No. BMC/BPN/RG/197/138/1718 dated 24.09.2018 and include all sanctionable modifications thereof and/or alterations thereto as may be made by the Vendors and the Developer with the approval of the Architects and/or the concerned authorities;
- (vi) “**Common Areas and Installations**” shall according to the context mean and include the areas installations and facilities comprised in and for the Building and the said properties as mentioned and

specified in the **THIRD SCHEDULE** hereunder written and expressed or intended by the Developer for common use and enjoyment of the Purchaser in common with the Vendors and other persons permitted by the Vendors and/or the Developer and save and except the same, no other part or portion of any individual Building or the said properties shall be claimed to be part of the Common Areas and Installations by the Purchaser either independently or jointly with any other Co-owner/s;

- (vii) **“Adjoining complex”** it is made clear by the developer and the purchaser agrees that designated unit along with garage/covered parking shall be treated as an indivisible unit for all purposes. It is agreed that the complex is an independent, self-contained complex covering the said property. Although the complex is self-contained but the co-owners of the units of the complex will be eligible to use the facilities (morefully and particularly mentioned in **Fourthschedule** hereinunder written) of the adjoining complex named **“Sunland Residency”** (hereinafter referred to as **“the adjoining complex”**) in common with the co-owners of the said adjoining complex. The co-owners of the complex and the adjoining complex shall have the right of ingress and egress through the common gate to be built in between the two complexes. The complex is not a part of any other complex or zone and shall not form a part of and/or linked/combined with any other complex in its vicinity or otherwise save and except the adjoining complex. It is clarified that adjoining complex facilities mentioned in the **Fourth schedule** hereinunder written shall be available only for the use and enjoyment of the purchasers of the complex.
- (viii) **“Common Expenses”** shall mean and include all expenses for the Common Purposes including those mentioned in the **FIFTH SCHEDULE** hereunder written;

- (ix) **“Common Purposes”** shall mean and include the purposes of managing maintaining and up-keeping the said properties and the New Building and in particular the Common Areas and Installations, rendition of common services in common to the Co-owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas and Installations in common;
- (x) **“Co-owners”** shall mean all the buyers who from time to time have purchased or agreed to purchase any Unit and taken possession of such Unit including the Vendor for those Units not alienated or agreed to be alienated by the Vendor;
- (xi) **“Complex”** shall mean and include the said properties and the New Buildings with the Common Areas and Installations;
- (xii) **“Designated Unit”** shall mean the Unit described in **PART-I** of the **SECOND SCHEDULE** hereunder written;
- (xiii) **“Exclusive Balcony/Verandah/Open Terrace Area”** or **“EBVT Area”** shall mean the floor area of the balcony or verandah and/or open terrace as the case may be, which is appurtenant to the net usable floor area of Unit, meant for the exclusive use of the Purchaser.
- (xiv) **“Maintenance in-charge”** shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and till such time the Association is formed and takes charge of the acts relating to the Common Purposes

mean the Developer or the Co-owners as the case may be in terms of the clause 8 and its sub-clauses;

- (xv) **“New Building” Sunland Residency (Extension)** shall mean the G+10 storeyed building constructed by the Developer at the said properties;
- (xvi) **“Parking Spaces”** shall mean the spaces in the Complex expressed or intended by the Vendor to be used for parking of motor cars, two-wheelers etc.,
- (xvii) **“said properties”** shall mean the property described in the **FIRST SCHEDULE** hereunder written;
- (xviii) **“said share in the land”** shall mean the proportionate undivided indivisible share in the land of the said Properties;
- (xix) **“Units”** shall mean the independent and self-contained flats and other constructed spaces in the New Building at the said properties capable of being exclusively held used or occupied by a person;
- (xx) **“Force Majeure”** Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Indenture, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of any act or omission of the Party so prevented or breach by such Party of any of its obligations under this Indenture or which could have been prevented by the party so prevented it by being diligent, vigilant or prudent, including, without limitation, flood, fire, explosion, earthquake, subsidence, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or any relevant

Government or Court orders materially affecting the continuance of the obligation or any local issues beyond the control of the Developer which may hamper the implementation of the Complex such as Strike, lockout, non-availability of materials or other labour difficulties or existence of any adverse condition which causes a material or adverse effect or impact on the Complex resulting in stoppage or suspension of work or sale of Units in the Complex for a continuous period exceeding 30 (thirty) days.

- (xxi) words importing **masculine gender** shall according to the context mean and construe **feminine gender** and/or **neuter gender** as the case may be; Similarly words importing **feminine gender** shall mean and construe **masculine gender** and/or **neuter gender**; Likewise words importing **neuter gender** shall mean and construe **masculine gender** and/or **feminine gender**;
- (xxii) words importing **singular number** shall according to the context mean and construe the **plural number** and vice versa. Similarly words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa;

WHEREAS

- A. By a Sale Deed dated 8th August, 1973 made between Mobarak Hossain, Khorsed Hossain, Ali Hossain, Khatiman nessa Bibi, Halima Bibi and Asma Bibi therein referred to as the Vendors of the one part and one Kishore Kumar Ghosh therein referred to as the Purchaser of the other part and registered with Additional District Sub-Registrar Cossipore, Dum Dum, in Book No. I Volume No.112, Pages 150 to 153 Being No.5897 for the year 1973, the said Mobarak Hossain and others for the consideration therein mentioned sold conveyed transferred assigned and assured in favour of the said Kishore Kumar Ghosh All That (1) the piece and parcel of Sali land containing an area of 10 Cottahs 10 Chittacks more or less situate at C.S. Dag No.5196 corresponding to R.S. Dag No.3410 recorded in C.S. Khatian No.1798 corresponding to R.S. Khatian No. 1488, and (2) the piece and parcel of Sali land containing an area of 02 Cottahs 06

Chittacks more or less situate at C.S. Dag No. 5241 corresponding to R.S. Dag No. 3456 recorded C.S. Khatian No.1201/1 corresponding to R.S. Khatian No.1019 both in Mouza – Gopalpur, J.L. No.2, R.S. No.140, Touzi No.125B/1, within Police Station Airport (formerly Rajarhat), District 24 Parganas.

- B. By a Sale Deed dated 8th August, 1973 made between the said Mobarak Hossain and others therein referred to as the Vendors of the one part and one Ashoke Kumar Ghosh therein referred to as the Purchaser of the other part and registered with Additional District Sub-Registrar, in Book No. I Volume 115 Pages 72 to 75 Being No. 5899 for the year 1973, the said Mobarak Hossain and others sold conveyed transferred assigned and assured unto and in favour of the said Ashoke Kumar Ghosh All That (1) the piece and parcel of Sali land containing an area of 09 Decimals equivalent to 05 Cottahs 06 Chittacks 17 Square Feet more or less situate at C.S. Dag no. 5193 corresponding to R.S. Dag No. 3408 recorded in C.S. Khatian No.1809 corresponding to R.S. Khatian No. 1483, (2) the piece and parcel of Sali land containing an area of 10 Decimals equivalent to 05 Cottahs 15 Chittacks situate at C.S. Dag No. 5196 corresponding to R.S. Dag No. 3410 recorded in C.S. Khatian No.1798 corresponding to R.S. Khatian No. 1488 and (3) the piece and parcel of Sali land containing an area of 03 Decimals equivalent to 01 Cottahs 10 Chittacks 28 Square Feet more or less situate at C.S. Dag No. 5241 corresponding to R.S. Dag No. 3456 recorded C.S. Khatian No.1201/1 corresponding to R.S. Khatian No.1019 all in Mouza Gopalpur, J.L. No.2, R.S. No.140, Touzi No.125B/1, within Police Station Airport (formerly Rajarhat), District 24 Parganas.
- C. By a Sale Deed dated 22nd December, 1999 made between the said Kishore Kumar Ghosh therein referred to as the Vendor of the one part and the Vendor No.2 herein therein referred to as the Purchaser of the other part and registered with Additional District Sub-Registrar Bidhannagar, Salt Lake City, in Book No. I Volume No. 132 pages 341 to 348 Being No. 5275 for the year 1999, the said Kishore Kumar Ghosh for the consideration therein mentioned sold, conveyed transferred assigned and assured unto and in favour of the Vendor No.2 herein All That (1) the piece and parcel of Sali land containing an area of 10 Cottahs 10 Chittacks more or less situate at C.S. Dag No.5196 corresponding to R.S. Dag No.3410 recorded in C.S. Khatian No.1798 corresponding to R.S. Khatian No. 1488, and (2) the piece and parcel of Sali land containing an area of 02 Cottahs 06 Chittacks more or less situate at C.S. Dag No. 5241 corresponding to R.S. Dag No. 3456 recorded C.S. Khatian No.1201/1 corresponding to R.S. Khatian No.1019 both in Mouza – Gopalpur, J.L. No.2, R.S. No.140, Touzi No.125B/1, within Police Station Airport (formerly Rajarhat), District 24 Parganas.

- D. By a Sale Deed dated 24th December, 1999 made between the said Ashoke Kumar Ghosh therein referred to as the Vendor of the one part and the Vendor No.1 herein therein referred to as the Purchaser of the other part and registered with Additional District Sub-Registrar, Bidhannagar, Salt Lake City in Book No. I Volume No. 23 pages 77 to 84 Being No.869 for the year 2000, the said Ashoke Kumar Ghosh for the consideration therein mentioned sold conveyed transferred assigned and assured unto and in favour of the said Vendor no.1 herein All That (1) the piece and parcel of Sali land containing an area of 09 Decimals equivalent to 05 Cottahs 06 Chittacks 17 Square Feet more or less situate at C.S. Dag no. 5193 corresponding to R.S. Dag No. 3408 recorded in C.S. Khatian No.1809 corresponding to R.S. Khatian No. 1483, (2) the piece and parcel of Sali land containing an area of 10 Decimals equivalent to 05 Cottahs 15 Chittacks situate at C.S. Dag No. 5196 corresponding to R.S. Dag No. 3410 recorded in C.S. Khatian No.1798 corresponding to R.S. Khatian No. 1488 and (3) the piece and parcel of Sali land containing an area of 03 Decimals equivalent to 01 Cottahs 10 Chittacks 28 Square Feet more or less situate at C.S. Dag No. 5241 corresponding to R.S. Dag No. 3456 recorded C.S. Khatian No.1201/1 corresponding to R.S. Khatian No.1019 all in Mouza Gopalpur, J.L. No.2, R.S. No.140, Touzi No.125B/1, within Police Station Airport (formerly Rajarhat), District 24 Parganas.
- E. The Vendor Nos.1 and 2 became the owners of the following properties:

<u>Sl. No.</u>	<u>Owner</u>	<u>C.S. Dag No.</u>	<u>R.S. and L.R. Dag No.</u>	<u>C.S. Khatian No.</u>	<u>R.S. Khatian No.</u>	<u>Area Purchased</u>
1.	Vendor No.2	5196	3410	1798	1488	10 C 10 CH.
2.	Vendor No.2	5241	3456	1201/1	1019	02 C 06 Ch
3.	Vendor No.1	5193	3408	1809	1483	05 C 06 Ch. 17 Sq.ft.
4.	Vendor No.1	5196	3410	1798	1488	05 C 15 Ch
5.	Vendor No.1	5241	3456	1201/1	1019	01 C 10 Ch 28 Sq.ft.
					Total:	26 Cottahs

- F. The Vendor No.1 mutated her name as the owner in respect of the properties purchased by him, as recited hereinabove, in the records of Block Land and Land Reforms Office, Rajarhat under L.R. Khatian No.5512.

- G. The Vendor No.2 mutated her name as the owner in respect of the properties purchased by her, as recited hereinabove, in the records of Block Land and Land Reforms Office, Rajarhat under L.R. Khatian No.5511.
- H. The properties owned by the Vendor No.1 and 2 are morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter collectively referred to as “the **SAID PROPERTIES**”.
- I. By a Deed of Gift dated 4th September, 2009 made between Vendor Nos.1 and 2 herein therein referred to as the Donors of the one part and the Vendor No.3 herein therein referred to as the Donee of the other part and registered with Additional District Sub-Registrar Bidhannagar Salt Lake City in Book I CD Volume No. 20 pages 2747 to 2759 Being No.9691 for the year 2009, the Vendor Nos. 1 and 2 out of their natural love and affection towards their daughter gifted All That the piece and parcel of land containing an area of 06 Cottahs more or less out of the said Properties.
- J. By a Deed of Gift dated 4th September, 2009 made between the Vendor Nos.1 and 2 herein therein referred to as the Donors of the one part and the Vendor No.4 herein therein referred to as the Purchaser of the other part and registered with Additional District Sub-Registrar, Bidhannagar Salt Lake City, in Book I CD Volume No.20 pages 2734 to 2746 Being No. 9590 for the year 2009, the said Vendor Nos.1 and 2 out of their natural love and affection towards their son being the Vendor No.4 herein gifted All That the piece and parcel of land containing an area of 06 Cottahs more or less out of the said Properties.
- K. The Vendor No.3 mutated her name as the owner in respect of the properties gifted to her, as recited hereinabove, in the records of Block Land and Land Reforms Office, Rajarhat under L.R. Khatian No.8226.
- L. The Vendor No.4 mutated his name as the owner in respect of the properties gifted to him, as recited hereinabove, in the records of Block Land and Land Reforms Office, Rajarhat under L.R. Khatian No.8227.
- M. By a Joint Venture Agreement dated 10th March, 2016 made between the Vendor Nos.1, 2 and 3 therein referred to as the Land Owners of the one part and the Developer herein therein also referred to as the Developer of the other part and registered with Additional District Sub-Registrar Bidhannagar, Salt Lake City in Book I Volume No.1504-

2016 pages 16378 to 16412 Being No.150400483 for the year 2016, the Vendors, inter alia, did thereby agree to contribute their respective shares in the said properties and to allow the same to be used exclusively and solely for the purpose of development of the same by the Developer and agreed that with effect from the date of execution thereof, the Developer would have the sole exclusive and irrevocable right and authority to develop the said properties into a Complex and to market the same in the manner mentioned in the said Development Agreement. The sale of the Units in the Complex shall be on area sharing basis.

- N. By a Joint Venture Agreement dated 21st June, 2016 made between the Vendor No.4 herein therein referred to as the Land Owner of the one part and the Developer herein therein also referred to as the Developer of the other part and registered with Additional District Sub-Registrar, Bidhannagar, Salt Lake City in Book I Volume No.1504-2016 pages 39139 to 39174 Being No.150401103 for the year 2016.the Vendors, inter alia, did thereby agree to contribute his share in the said properties and to allow the same to be used exclusively and solely for the purpose of development of the same by the Developer and agreed that with effect from the date of execution thereof, the Developer would have the sole exclusive and irrevocable right and authority to develop the said properties into a Complex and to market the same in the manner mentioned in the said Development Agreement. The sale of the Units in the Complex shall be on area sharing basis.
- O. The Vendors herein have got the said R.S. and L.R. Dag Nos.3408, 3410 and 3456 converted to Bastu.
- P. By a Deed of Amalgamation dated 4th January 2017 made between the Vendors herein and registered with the Additional District Sub-Registrar, Bidhannagar, Salt Lake City in Book I Volume No.1504-2017 Pages 205 to 209 Being No.150400006 for the year 2017, the Vendors herein amalgamated all the R.S. and L.R. Dags forming part of the said Properties.
- Q. The Vendors also got their names mutated in records of the Bidhannagar Municipal Corporation as the owners of Holding No.AS/183/05/04 comprising of R.S. and L.R. Dag Nos.3408, 3410 and 3456 all recorded in L.R. Khatian Nos.5511, 5512, 8226 and 8227 all in Mouza Gopalpur, J.L. No.2, R.S. No.140, Touzi No.125B/1, within Police Station Airport in the District of North 24 Parganas.

- S. The Building Plans for construction of the New Buildings at the said Properties have been sanctioned by the Bidhannagar Municipal Corporation vide Plans being Nos.BMC/BPN/RG/197/138/1718dated 24.09.2018and the Developer have, inter alia, constructed the New Building at the said Properties in accordance with the Building Plans.
- T. The Vendors agreed to sell and transfer and the Purchaser agreed to purchase the Designated Unit in the said Complex and the parties have entered upon agreement in respect thereof on the terms and conditions therein contained. The Purchaser has paid the entire agreed consideration to the Developer and the Developer has delivered possession of the Designated Unit to the Purchaser.
- U. The Purchaser has got himself fully satisfied about the title of the Vendors and the Developer to the said share in the Land and the Designated Unit and about the Complex and also the Building Plans and the construction of the Designated Unit and the New Buildingand the specifications and workmanship thereof and all right title and interest of the Developer (including those to be and remain excepted reserved unto the Vendors and the Developer) as also morefully contained hereinafter.
- V. The Purchaser hereby consents to the Vendors and the Developer for transferring the Common Areas and Installation for the Complex to the Association of the Owners to be formed.
- W. The Purchaser has now called upon the Vendors and the Developer to complete the sale of the Designated Unit and accordingly the parties are executing these presents for completion of sale of the Designated Unit at the consideration and on and subject to the terms and conditions agreed between the parties as hereinafter contained.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

1 **DESIGNATED UNIT:**

In pursuance of the said agreement and in consideration of the sum of Rs. _____ (Rupees _____) only by the Purchaser to the Developer paid at or before the execution hereof (the receipt whereof the Developer doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof, both the Developer and the Vendors do acquit release and forever discharge the Purchaser and the Designated Unit hereby conveyed and transferred unto and to the Purchaser by delivering or hand over of the vacant and peaceful possession of the same simultaneously with the execution of these presents), Vendors doth hereby convey transfer and assure and the Developer doth hereby concur and confirm unto and to the Purchaser **ALL THAT** the proportionate undivided share in the land comprised in the said Properties morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as "the **SAID PROPERTIES**" attributable to the Designated Unit **AND** the Developer doth hereby convey transfer and assure and the Vendors do hereby concur and confirm unto and to the Purchaser **ALL THAT** the Designated Unit being the Flat bearing Unit No. _____ containing a total carpet area (includes the area of the flat and the exclusive verandah) of _____ Square feet more or less on the _____ floor of the Block-_____ of the Complex at the said Properties **And** _____ covered car parking space/s on the ground floor of the New Building bearing No. _____ / _____ open car parking space/s at the ground level of the said Properties bearing No. _____ morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **AND TOGETHER WITH** right to use the Common Areas

and Installations in common with the Vendors, Developer and other persons permitted by the Vendors and/or the Developer **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Designated Unit **AND** all the estate right title interest property claim and demand whatsoever of the Vendors into or upon the Designated Unit **TOGETHER WITH** easements quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the Designated Unit belonging to the Purchaser in common with the other Co-owners **TO HAVE AND TO HOLD** the Designated Unit and the Appurtenances unto and to the use of the Purchaser absolutely and forever **SUBJECT TO** the Purchaser's acknowledgement of several matters contained herein and the terms, conditions, covenants and agreements hereunder contained and on the part of the Purchaser to be observed, fulfilled and performed **AND ALSO SUBJECT TO** the Purchaser paying the municipal and all other rates, taxes, proportionate common expenses and other charges and outgoings (including those mentioned in **FIFTH SCHEDULE** hereunder written) relating to the Designated Unit and its Appurtenances wholly and relating to the said Complex and the Common Areas and Installations proportionately and observing fulfilling and performing of the rules, regulations and restrictions framed by the Developer or the Maintenance In-charge from time to time (and including in particular those mentioned in **SIXTH SCHEDULE** hereunder written).

2 THE VENDORS AND THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASER as follows:-

2.1 The interest which the Vendors and the Developer do hereby profess to transfer subsists and that the Vendors have good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Purchaser, the Designated Unit in the manner aforesaid.

- 2.2 It shall be lawful for the Purchaser, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the other provisions hereof, to hold use and enjoy the Designated Unit and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Vendors and the Developer or any person or persons claiming through under or in trust for the Vendors **AND** freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever created or made by the Developer save only those as are expressly mentioned herein.
- 2.3 The Vendors and the Developer shall from time to time and at all times hereafter upon every reasonable request and at all the costs of the Purchaser make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the Designated Unit hereby granted sold conveyed and transferred unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser.
- 2.4 The Developer, unless prevented by fire or some other irresistible force, shall upon reasonable requests and at the costs of the Purchaser produce or cause to be produced to the Purchaser or to his attorneys or agents for inspection the title deeds in connection with the said Properties in its custody and also shall, at the like requests and costs of the Purchaser, deliver to the Purchaser attested or xerox copies therefrom as the Purchaser may require and will in the meantime, unless prevented as aforesaid, keep the same safe, unobliterated and un-cancelled.

3 THE PURCHASER TO THE END AND INTENT THAT THE OBLIGATIONS HEREIN CONTAINED SHALL RUN WITH LAND AND

CONTINUE THROUGHOUT DOTH HEREBY COVENANT WITH THE VENDORS AND THE DEVELOPER as follows:

- 3.1 The Purchaser shall at its own costs and expenses abide by, observe fulfill and perform the terms, conditions and obligations contained herein and in the agreement with the Vendors and the Developer in the manner and within the period stipulated therefor and shall not commit any delay or default in respect thereof. The Purchaser shall not object to, dispute or challenge the properties benefits and rights excepted and reserved by the Vendors and the Developer hereunder or any other right of the Vendors or the Developer or the Maintenance In-charge hereunder and shall not do any act deed or thing which may affect the exercise of any right of the Vendors or the Developer or the Maintenance In-charge hereunder.
- 3.2 The ownership and enjoyment of the Designated Unit by the Purchaser shall be subject to payment of the Taxes and Outgoings and observance, fulfillment and performance of the Rules and Regulations as morefully contained in the **FIFTH SCHEDULE** hereunder written and as a matter of necessity, the Purchaser, in using and enjoying the Designated Unit and the Common Areas and Installations, shall:-
- 3.2.1 observe fulfill and perform the rules regulations obligations covenants and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Properties and in particular the Common Areas and Installations and other Common Purposes including those specified in **SIXTHSCHEDULE** hereunder written; and
- 3.2.2 bear and pay all municipal and other rates, taxes, impositions and outgoings in respect of the Designated Unit and Appurtenances wholly and otherwise in respect of the New

Building, the said Properties and/or the Common Areas and Installations proportionately including the Taxes and Outgoings as mentioned in **FIFTH SCHEDULE** hereunder written.

- 3.3 The Designated Unit and the Parking Space shall be one lot and shall not be dismembered or dissociated in any manner and the Purchaser shall also not be entitled to claim any partition of the said share in the Land.
- 3.4 **COMMON AREAS AND INSTALLATIONS:**The New Building and the Complex shall contain the Common Areas and Installations as specified in the **THIRD SCHEDULE** hereunder written subject to such variations as the Vendors and the Developer may from time to time make therein. The Purchaser shall have the right to use the Common Areas and Installations in common with the Vendors and the Developer and other Co-owners and other persons permitted by the Vendors and the Developer. The ownership of the Common Areas and Installations shall be transferred in favour of the Association of the Owners to be formed by the Owners of the various Units.
- 3.5 As a matter of necessity, the Purchaser, in using and enjoying the Designated Unit and the Common Parts and Portions binds himself and covenants with the Developer and the Maintenance In-charge and with all the other Co-owners for the time being that any use of the Common Areas and Installations shall, however, be subject to the payment of the Taxes and Outgoings mentioned in **FIFTH SCHEDULE** and in accordance with the Rules and Regulations framed by the Vendors or the Maintenance In-charge from time to time (including the Rules and Regulations as mentioned in **SIXTH SCHEDULE**). It is further expressly agreed by and between the parties that save those expressed or intended by the Developer to form part of the Common Areas and Installations, no other part or

portion of the New Building or of the Complex shall be claimed to be part of the Common Areas and Installations by the Purchaser either independently or in common with any other Co-owner.

- 3.6 Before the date of execution hereof, the Purchaser has independently examined and got himself fully satisfied about the title of the Vendors and the Developer to the said Properties and the Designated Unit and accepted the same and agrees and covenants not to raise any objection with regard thereto or make any requisition in connection therewith. The Purchaser has also inspected the Building Plan in respect of the Complex and the location and area of the Designated Unit and agrees and covenants not to raise any objection with regard thereto.
- 3.7 The Purchaser is fully aware and has unequivocally accepted that the Complex shall be constructed and completed by the Developer in phases.
- 3.8 The Purchaser shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the New Building or any other New Building in the Complex or any part thereof at the said Properties.
- 3.9 The Purchaser shall have no connection whatsoever with the Co-owners of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Purchaser and the other Co-owners (either express or implied) and the Purchaser shall be responsible to the Developer for fulfillment of the Purchaser's obligations and the Vendors and/or Developer rights shall in no way be affected or prejudiced thereby.

3.10 The Purchaser individually or along with the other Co-owners will not require the Developer to contribute towards proportionate share of the Common Expenses in respect of the Units or Parking Spaces or other portions which are not alienated or agreed to be alienated by the Developer for a period of _____ year from the date of completion of the entire Complex.

4 AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-

4.1 **MAINTENANCE IN-CHARGE AND ASSOCIATION:** Until the period mentioned in clause 4.1.1 hereinafter, the Common Areas and Installations shall be in the exclusive control, management and administration of the Developer who shall be the Maintenance In-charge. The Developer may itself or by appointing any person or facilities management agency, look after and administer the acts relating to the Common Purposes. The Purchaser shall, if so required by the Developer, enter upon separate maintenance related agreement with the Developer or the Maintenance Agency appointed by it.

4.1.1 Within one year from the delivery of possession of 80% of the Units in the Complex or earlier at any time hereafter if so decided by the Developer, the Association will be formed to take over the control, management and administration of the Common Purposes. The Purchaser hereby agrees and undertakes that it shall be bound to become a member of such Association and co-operate with the Developer fully and in all manner and sign all necessary documents, applications, papers, powers etc., with regard to formation of the Association.

- 4.1.2 In case due to any reason, the Developer send notice in writing to the Purchaser and the other Co-owners for the time being, to take over charge of the acts relating to Common Purposes within the period specified therein, then and only in such event, the Purchaser along with the other Co-owners shall immediately upon receiving such notice, themselves form the Association for the Common Purposes and the Developer shall not be responsible and liable therefor.
- 4.1.3 Upon formation of the Association, the Developer shall handover/transfer to the Association all rights responsibilities liabilities and obligations with regard to the Common Purposes whereupon only the Association shall be entitled thereto and obliged therefor **Provided that** in case on the date of expiry of three months from the date of sending the notice by the Developer the Association is not formed by the Co-owners in terms of Clause 4.1.2 hereinabove, then all such rights responsibilities and obligations with regard to the Common Purposes shall be deemed as on such date to have been handed over/transferred by the Developer to all the Co-owners for the time being of the Complex and thereupon only the Co-owners shall be entitled thereto and obliged therefor fully and in all manner. The Deposits paid by the Purchaser to the Developer shall also be transferred by the Developer to the Association or Co-owners, as the case may be, after adjustment of all dues of the Purchaser upon such handover.
- 4.1.4 The rules, regulations and/or bye laws of the said Association and those that the Association and/or the Co-owners may frame or apply in respect of the Complex or any part thereof, shall not be inconsistent with or contrary or repugnant to the rights and entitlements of the Developer, hereunder reserved

and/or belonging to the Developer and also those that the Developer may hereafter reserve.

- 4.2 The Purchaser's proportionate undivided share in the land of the plinth of the New Building shall be the proportion in which the carpet area of the Designated Unit may bear to the carpet area of all the Units in the New Building. The Purchaser's proportionate share in other matters shall be the proportion in which the carpet area of the Designated Unit may bear to the carpet area of all the Units in the Complex. It is clarified that while determining the proportionate share of the Purchaser in the various matters referred herein, the decision of the Developer on any variations shall be binding on the Purchaser.
- 4.3 The Purchaser shall be and remain responsible for and to indemnify the Vendors, the Developer and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the New Buildings or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser and shall also indemnify the Vendors and the Developer against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors and the Developer as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser.
- 4.4 Any delay or indulgence by the Developer in enforcing the terms of this Deed or any forbearance or giving of time to the Purchaser shall not be construed as waiver of any breach or non-compliance by the Purchaser nor shall the same in any way or manner prejudice the rights to the Developer.

4.5 The Complex shall bear the name **Sunland Residency (Extension)**

4.6 This Deed and the agreement for sale executed heretofore contains the entire agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Deed be terminated or waived except by written consent of both parties. In case of any inconsistency or contradiction between the agreement between the parties and this Deed, the terms and conditions of this Indenture shall prevail. The Purchaser acknowledges upon signing of this Deed that no agreements, conditions, stipulations, representations, guarantees or warranties have been made by the Vendors and the Developer or their agents, servants or employees other than what is specifically set forth herein and in the agreement between the parties.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(SAID PROPERTIES)

ALL THAT the various pieces and parcels of land contain an aggregate area of 26 kattah be the same little more or less situate lying at and being R.S. and L.R. Dag Nos. mentioned herein as 3408,3410 and 3456 and all recorded in L.R. Khatian Nos. mentioned herein as 5512,5511,8226 and 8227 in Mouja – Gopalpur, J.L. No.2, R.S. No.140, Touzi No.125 B/1, under P.S. Airport (FormerlyRajarhat) under the local limits of ward no. 4 of Biddhanagar Municipal Corporation and in the District of North 24 Parganas”:

THE SECOND SCHEDULE ABOVE REFERRED TO:
PART-I
(DESIGNATED UNIT)

ALL THATthe Unit No. [] having carpet area of [] square feet and Exclusive Balcony/Verandah/Open Terrace Area Or “EBVT Area”, if any, having area of [] square feet aggregating to a Net area of [] square feet, type [], on [] floor in the Building (“Unit”) along with [] number of garage/covered car parking space bearing nos. [] each admeasuring [] square metre in the [] ***[Please insert the location of the garage/covered parking]***, (“Garage”) now in course of construction on the said properties **TOGETHER WITH** the proportionate share in all common areas as permissible under law.

PART-II

(The floor plan of the Designated unit)

THE THIRD SCHEDULE ABOVE REFERRED TO:

Common Areas & Installations:

1. Staircases, landings and passage with glass panes and stair-cover on the ultimate roof.
2. Concealed Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the two lifts of the New Building.
3. Two automatic Lifts in each residential buildings with all machineries accessories and equipments (including the lift machine room) and lift well.
4. Ultimate Roof of the Building.
5. Electrical installations with main switch and meter and space required therefore in the Building
6. Electrical installations and the accessories and wirings in respect of the Building complex and the space required therefore, if installed (and if installed then at extra costs as specified herein).
7. Underground water reservoir (may be shared with adjoining complex **Sunland Residency**), water pump with motor with water distribution pipes to the Overhead water tanks of Residential Buildings.
8. Over head water tank with water distribution pipes from such Overhead water tank connecting to the different Units of the Building.

9. Municipal Water supply or Deep tube well with water filtration plant (may be shared with adjoining complex **Sunland Residency**) (only in case of deep tube well) for water supply.
10. Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.
11. Genset and Electrical Transformer may be shared with adjoining complex **Sunland Residency**
12. Such other areas, installations and/or facilities as the Vendors and the Developer may from time to time specify to form part of the Common Areas and Installations of the New Building

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Amenities to be shared with adjoining complex "Sunland Residency")

1. **COMMUNITY HALL** (with provision for AC)
2. **GYMNASIUM**
3. **INDOOR GAMES**
4. **BADMINTON COURT**
5. **SWIMMING POOL**
6. **LANDSCAPE GARDEN**
7. **CHILDREN PLAY AREA**
8. **TEMPLE**

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating replacing and renewing etc. of the main structure and in particular the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas and Installations of the New Building and of the Complex (including lifts, generators, intercom, transformer, water pump with motor, Club, gutters and water pipes for

all purposes, drains and electric cables and wires in under or upon the New Building and/or the Complex and/or the Club and related facilities and/or enjoyed or used by the Purchaser in common with other occupiers or serving more than one Unit/Flat and other saleable space in the Building and at the Premises, main entrance, landings and staircase of the Building enjoyed or used by the Purchaser in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the Common areas and Installations, the main entrance, passages, driveways, landings, staircases and other parts of the New Building and/or the Complex 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 machines equipments and installations comprised in the Common Areas and Installations (including lifts, generators, intercom, transformer, water pump with motor, Club related equipments, 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 including their bonus and other emoluments and benefits.
4. **ASSOCIATION** : Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge 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 in respect of the premises (save those assessed separately in respect of any unit).
6. **INSURANCE**: Insurance premium for insurance of the Building and also otherwise for insuring the New Building against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).

7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES :** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS :** All other expenses and/or outgoings including litigation expenses as are incurred by the Vendor and/or the Association for the common purposes.

THE SIXTH SCHEDULE ABOVE REFERRED TO:
(RULES AND REGULATIONS)

1. The Purchaser binds himself and covenants:
 - (a) to use the Designated Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Developer first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Unit or any activity which may cause nuisance or annoyance to the Co-owners. It is expressly agreed that any restriction on the Purchaser shall not in any way restrict the right of the Vendor to use or permit any other Unit or portion of the New Building to be used for non-residential purposes.
 - (b) unless the right of parking is expressly granted and mentioned in the **SECOND SCHEDULE** hereinabove written, the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the said properties (including at the open spaces at the said properties). No construction or storage of any nature shall be permitted nor can the same be used for rest, recreation or sleep of servants, drivers or any person whatsoever. The Purchaser shall not park any vehicle of any description anywhere within the Complex save only at the place if agreed to be granted to him.

- (c) Not to grant transfer let out or part with the right of parking car, if such right of parking is agreed to be granted hereunder, independent of the Designated Unit nor vice versa, with the only exception being that the Purchaser may grant transfer let out or part with the right of parking car or the Designated Unit independent of the other to any other Co-owner of the New Building and none else.
- (d) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the New Building save at the place as be approved or provided by the Developer and/or the Maintenance In-charge **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Unit.
- (e) to apply for and obtain at his own costs separate assessment and mutation of the Designated Unit in the records of the Bidhannagar Municipal Corporation within 06 (six) months from the date of possession.
- (f) Not to commit or permit to be committed any form of alteration or changes in the Designated Unit or in the beams, columns, pillars of the New Building passing through the Designated Unit or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the New Building.
- (g) to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Unit at all reasonable times for construction and completion of the New

Building and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Designated Unit within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;

- (h) to keep the Designated Unit and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the New Building in good and substantial repair and condition so as to support shelter and protect the other units/parts of the New Building and not to do or cause to be done anything in or around the Designated Unit which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Unit.
- (i) not to commit or permit to be committed any alteration or changes in, or draw from outside the New Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Unit and any other Unit in or portion of the Complex.
- (j) to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Complex and the said Properties and other Common Purposes.
- (k) keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said properties free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and Installations and the said properties.

- (l) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, The Bidhannagar Municipal Corporation, Electricity Authority, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Unit as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, transformer, drainage, sewerage and other installations and amenities at the Complex.
 - (m) not to alter the outer elevation of the New Building or any part thereof nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the New Building otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- 1.1 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Purchaser under these presents and/or in observing and performing the covenants terms and conditions of the Purchaser hereunder (then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance-in-charge, interest at the rate of _____% per annum on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to:
- a) disconnect the supply of electricity to the Designated Unit.
 - b) withhold and stop all other utilities and facilities (including lifts, generators, water, etc.,) to the Purchaser and his employees customers agents tenants or licencees and/or the Designated Unit.

- c) to demand and directly realize rent and/or other amounts becoming payable to the Purchaser by any tenant or licensee or other occupant in respect of the Designated Unit.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

**SIGNED SEALED AND
DELIVERED** by the above
named **VENDORS** at Kolkata
in the presence of:

**SIGNED SEALED AND
DELIVERED** by the above
named **DEVELOPER** at
Kolkata in the presence of:

**SIGNED SEALED AND
DELIVERED** by the above
named **PURCHASER** at
Kolkata in the presence of:

RECEIPT AND MEMO OF CONSIDERATION:

RECEIVED of and from the withinnamed Purchaser the
withinmentioned sum of Rs. _____ .00 (Rupees
_____) only being the consideration in full payable as
memo mentioned hereunder:

MEMO OF CONSIDERATION:

WITNESSES: