

SALE DEED

THIS SALE DEED is made on the day of **November, 2018**
(Two Thousand Eighteen) **BETWEEN (1) SRI AJIT KUMAR DAS** son
of- Late Surya Kumar Das, **(2) SMT. CHHANDA DAS** wife of- Sri
Ajit Kumar Das, both by faith- Hindu, by occupation- Business,
residing at- 167, Garia Main Road, Tentultala, P.O.- Garia, P.S.-
Sonarpur, Kolkata- 700084, **(3) ANUBHAB CONSTRUCTION** a
Partnership Firm registered under the provisions of Indian
Partnership Act, 1932 and having its Office at "TANIA
APARTMENT", 2250, Garia Place, P.O.- Garia, P.S.- Sonarpur,
Kolkata- 700084 and represented by its Partners **(a) SRI NARAYAN**
CHANDRA MUKHERJEE son of- Late Sachindra Nath Mukherjee,
(b) SMT. LILI MUKHERJEE wife of- Sri Narayan Chandra
Mukherjee, both by faith- Hindu, by occupation- Business, by
nationality- Indian, residing at- "Udita", Flat No. 306, Bengal
Ambuja Housing, 1050/1, Survey Park, Santoshpur, P. S. Survey
Park (old Purba Jadavpur), Kolkata- 700075 – all represented by
their Lawful Constituted Attorney **SRI AMIT GANGULY** son of- Late
Ranjit Ganguly, by faith- Hindu, by occupation- Business, residing
at- 174, Garia Station Road, Post Office- Garia, Police Station-
Sonarpur, Kolkata- 700084, **(4) CITY STAR GRIHA UDYOG**
PRIVATE LIMITED a Company registered under the provisions of
Companies Act, 1956 and having its Registered Office at- 5, Gorky
Terrace, 2nd Floor, Kolkata- 700017 and represented by its
Authorized Signatory **SRI MONOJ ROY** son of- Sri Dilip Roy, by
faith- Hindu, by occupation- Business, residing at- Mahamayatala
School Road, Post Office- Garia, Police Station- Sonarpur, Kolkata-

700084, **(5) SRI RABI SHANKAR GHOSHAL** son of- Sri Sarbatosh Ghoshal, by faith- Hindu, by occupation- Business, residing at- Fartabad, Amtala, P.O.- Garia, P.S.- Sonarpur, Kolkata- 700084 – represented by its Lawful Constituted Attorney **SMT. TANUSREE GANGULY** wife of- Sri Amit Ganguly, by faith- Hindu, by occupation- Business, residing at- 174, Garia Station Road, Post Office- Garia, Police Station- Sonarpur, Kolkata- 700084 and **(6) SRI AMIT GANGULY** son of- Late Ranjit Ganguly, by faith- Hindu, by occupation- Business, residing at- 174, Garia Station Road, P.O.- Garia, P.S.- Sonarpur, Kolkata- 700084, hereinafter jointly called and referred to as the “**OWNERS**” (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

CITY STAR GANGULY PROJECTS LLP (CTN No.) a Limited Liability Partnership Firm registered under the provisions of Limited Liability Partnership Act, 2008 and represented by one of its Partners **SRI AMIT GANGULY** son of- Sri Ranjit Ganguly, by faith– Hindu, by occupation– Business, by nationality- Indian, residing at- 174, Garia Station Road (opposite Garia Baroda Prasad High School), P.O.- Garia, P.S.– Sonarpur, Kolkata– 700084 authorized vide Board resolution dated, hereinafter referred to as the "**PROMOTER**" (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.

A N D

Mr./Ms..... (Aadhaar no.....) son/daughter of, aged about.....residing at, (PAN.....) hereinafter called the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART.**

The Owners, Promoter and Allottee shall hereinafter collectively be referred to as the Parties" and individually as a "Party".

WHEREAS:

- A.** One Biswambar Naskar executed a Deed of Settlement in favour of his two sons namely Kalipada Naskar and Ajay Naskar, the said Deed of Settlement was registered on 01.08.1970, before A.D.S.R. Sonarpur and recorded in Book No. I, Volume No. 37, Pages 4 to 7, Being No. 2554, for the year 1972 and as per the said Deed of Settlement Kalipada Naskar and Ajay Naskar, both sons of Biswambar Naskar, got the ownership of 9 decimal of land (out of which 6 decimal in R.S. Dag No. 1552 and 3 decimal in R.S. Dag No. 1552/1913, both in R.S. Khatian No. 265);
- B.** While enjoying the joint ownership of the said land of 9 decimal Kalipada Naskar and Ajay Naskar, both sons of Biswambar Naskar transferred their absolute ownership in respect of the said land to Basudev Saha, son of- Late Jogesh Chandra Saha by virtue of a Sale

Deed registered on 13.11.1987 before District Registrar, Alipore and being Deed No. 16071 of 1987;

- C.** After purchasing the said land Basudev Saha mutated his name in the Rajpur-Sonarpur Municipality and paid Taxes thereon in respect of the said land and thereafter Basudev Saha while seized and possessed of the said land died intestate on 15.09.2010, leaving behind his wife Ratna Saha and his only son Ratnankur Saha and they became the joint owners of the said land of 9 decimal (6 decimal in R.S. Dag No. 1552 and 3 decimal in R.S. Dag No. 1552/1913, both in R.S. Khatian No. 265);
- D.** Thereafter on 09.01.2012 Ratna Saha and Ratnankur Saha jointly sold the said land of 9 decimal (6 decimal in R.S. Dag No. 1552 and 3 decimal in R.S. Dag No. 1552/1913, both in R.S. Khatian No.265) to Ajit Kumar Das and Chhanda Das (the Owners No. 1 & 2 herein) by virtue of a Sale Deed registered before District Sub. Registrar- IV, Alipore and recorded in Book No. I, C.D. Volume No. 2, Pages 1461 to 1473, Being No. 410, for the year 2012;
- E.** On 16.01.2013 Ajit Kumar Das and Chhanda Das (the Owners No. 1 & 2 herein) jointly entered into a Development Agreement with the Promoter herein in respect of their aforestated land, the said Development Agreement was registered before A.D.S.R Sonarpur and recorded in Book No.I, C.D Volume No.5, Pages 1381 to 1422, Being No. 1657 for the year 2013 and on the same date (i.e. 16.01.2013) Ajit Kumar Das and Chhanda Das (the Owners No. 1 & 2 herein) executed a General Power of Attorney for smooth running of the construction work on their said land and also to sell off the units of their respective allocations as stated in the aforementioned

Development Agreement dated 16.01.2013, the said General Power of Attorney was registered before A.D.S.R Sonarpur and recorded in Book No.I, C.D. Volume No.5, Pages 1423 to 1440, Being No. 1658 for the year 2013;

- F.** By a Deed of Conveyance dated 8th September, 2006 and made between Ramco Filter Industries represented by its proprietor Sri Biren Dasgupta and ANUBHAB CONSTRUCTION represented by its Partners (1) Sri Narayan Chandra Mukherjee and (2) Smt. Lily Mukherjee registered in the Office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book No. I being Deed No.12812 for the year 2006, ANUBHAB CONSTRUCTION has purchased and acquired ALL THAT piece and parcel of land containing an area of 10 Decimals more or less and situate in Mouza-Barhans Fartabad and comprised within R.S. Dag No. 1546 appertaining to R.S. Khatian No.1538, JL No. 47, P. S. & Sub-Registry Office Sonarpur, District-24 Parganas (South);
- G.** By a Deed of Conveyance dated 10th December, 2007 and made between Debasis Das and ANUBHAB CONSTRUCTION represented by its Partners (1) Sri Narayan Chandra Mukherjee and (2) Smt. Lily Mukherjee registered in the Office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book No. I being Deed No. 14016 for the year 2007, ANUBHAB CONSTRUCTION has purchased and acquired ALL THAT piece and parcel of land containing an area of 8 Decimals more or less and situate in Mouza-Barhans Fartabad and comprised within R.S. Dag No. 1545 appertaining to R.S. Khatian No. 1414, JL No. 47, P. S. 8s Sub-Registry Office Sonarpur, District-24 Parganas (South);

- H.** By a Deed of Conveyance dated 28th January, 2008 and made between Ramco Filter Industries represented by its proprietor Sri Biren Dasgupta and ANUBHAB CONSTRUCTION represented by its Partners (1) Sri Narayan Chandra Mukherjee and (2) Smt. Lily Mukherjee registered in the Office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book No. I being Deed No. 9415 for the year 2008 and ANUBHAB CONSTRUCTION has purchased and acquired ALL THAT piece and parcel of land containing an area of 8 Decimals more or less and situate in Mouza- Barhans Fartabad and comprised within R.S. Dag No. 1545/1914 appertaining to R.S. Khatian No. 1538, JL No. 47, P. S. & Sub-Registry Office Sonarpur, District- 24 Parganas (South);
- I.** By a Deed of Conveyance dated 8th September, 2006 and made between Subhranil Dasgupta and ANUBHAB CONSTRUCTION represented by its Partners (1) Sri Narayan Chandra Mukherjee and (2) Smt. Lily Mukherjee registered in the Office of the Additional Registrar of Assurances- I, Kolkata and recorded in Book No. I being Deed No. 12815 for the year 2006 and ANUBHAB CONSTRUCTION has purchased and acquired ALL THAT piece and parcel of land containing an area of 13 Decimals more or less and situate in Mouza- Barhans Fartabad and comprised within R.S. Dag No. 1553 & 1552 appertaining to R.S. Khatian No. 1536 & 265, J.L. No. 47, P. S. & Sub-Registry Office Sonarpur, District-24 Parganas (South);
- J.** By a Deed of Conveyance dated 28th January, 2008 and made between Subhranil Dasgupta and ANUBHAB CONSTRUCTION represented by its Partners (1) Sri Narayan Chandra Mukherjee and (2) Smt. Lily Mukherjee and registered in the Office of the Additional

Registrar of Assurances-I, Kolkata and recorded in Book No. I being Deed No. 9414 for the year 2008 and ANUBHAB CONSTRUCTION has purchased and acquired ALL THAT piece and parcel of land containing an area of 6.5 Decimals more or less and situate in Mouza-Barhans Fartabad and comprised within R.S. Dag No. 1552 appertaining to R.S. Khatian No. 265, J.L. No. 47, P. S. & Sub-Registry Office Sonarpur, District- 24 Parganas (South);

K. By a Deed of Conveyance dated 28th January, 2008 and made between Ramco Filter Industries represented by its Proprietor Sri Biren Dasgupta and ANUBHAB CONSTRUCTION represented by its Partners (1) Sri Narayan Chandra Mukherjee and (2) Smt. Lily Mukherjee and registered in the Office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book No. I being Deed No.9417 for the year 2008 and ANUBHAB CONSTRUCTION has purchased and acquired ALL THAT piece and parcel of land containing an area of 7 Decimals more or less and situate in Mouza-Barhans Fartabad and comprised within R.S. Dag No. 1549 appertaining to R.S. Khatian No. 272, J.L. No. 47, P. S. & Sub-Registry Office Sonarpur, District- 24 Parganas (South);

L. By a Deed of Conveyance dated 8th September, 2006 and made between Ramco Filter Industries represented by its Proprietor Sri Biren Dasgupta and ANUBHAB CONSTRUCTION represented by its Partners (1) Sri Narayan Chandra Mukherjee and (2) Smt. Lily Mukherjee and registered in the Office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book No. I being Deed No.12813 for the year 2006 and ANUBHAB CONSTRUCTION has purchased and acquired ALL THAT piece and parcel of land

containing an area of 6 Decimals more or less and situate in Mouza-Barhans Fartabad and comprised within R.S. Dag No. 1547 appertaining to R.S. Khatian No. 1810, J.L. No. 47, P. S. & Sub-Registry Office Sonarpur, District-24 Parganas (South);

M. By a Deed of Conveyance dated 8th September, 2006 and made between Smt. Rina Dasgupta and ANUBHAB CONSTRUCTION represented by its Partners (1) Sri Narayan Chandra Mukherjee and (2) Smt. Lily Mukherjee and registered in the Office of the Additional Registrar of Assurances- I, Kolkata and recorded in Book No. I being Deed No. 12860 for the year 2006 and ANUBHAB CONSTRUCTION has purchased and acquired ALL THAT piece and parcel of land containing an area of 18 Decimals more or less and situate in Mouza- Barhans Fartabad and comprised within R.S. Dag No. 1551 appertaining to R.S. Khatian No. 583, J.L. No. 47, P. S. 85 Sub-Registry Office Sonarpur, District- 24 Parganas (South);

N. By a Deed of Conveyance dated 28th January, 2008 and made between Ramco Filter Industries represented by its Proprietor Sri Biren Dasgupta and ANUBHAB CONSTRUCTION represented by its Partners (1) Sri Narayan Chandra Mukherjee and (2) Smt. Lily Mukherjee and registered in the Office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book No. I being Deed No. 9421 for the year 2008 and ANUBHAB CONSTRUCTION has purchased and acquired ALL THAT piece and parcel of land containing an area of 9 Decimals more or less and situate in Mouza-Barhans Fartabad and comprised within R.S. Dag No. 1552/1913 appertaining to R.S. Khatian No. 265, J.L. No. 47, P. S. & Sub-Registry Office Sonarpur, District-24 Parganas (South);

- O.** By a Deed of Conveyance dated 28th January, 2008 and made between Ramco Filter Industries represented by its Proprietor Sri Biren Dasgupta and ANUBHAB CONSTRUCTION represented by its Partners (1) Sri Narayan Chandra Mukherjee and (2) Smt. Lily Mukherjee and registered in the Office of the Additional Registrar of Assurances- I, Kolkata and recorded in Book No. I being Deed No.9422 for the year 2008 and ANUBHAB CONSTRUCTION has purchased and acquired ALL THAT piece and parcel of land containing an area of 7 Decimals more or less and situate in Mouza-Barhans Fartabad and comprised within R.S. Dag No. 1549 appertaining to R.S. Khatian No. 272, J.L. No. 47, P. S. & Sub-Registry Office Sonarpur, District-24 Parganas (South);
- P.** By a Deed of Conveyance dated 8th September, 2006 and made between Ramco Filter Industries represented by its Proprietor Sri Biren Dasgupta and ANUBHAB CONSTRUCTION represented by its Partners (1) Sri Narayan Chandra Mukherjee and (2) Smt. Lily Mukherjee and registered in the Office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book No. I being Deed No.12814 for the year 2006 and ANUBHAB CONSTRUCTION has purchased and acquired ALL THAT piece and parcel of land containing an area of 3 Decimals more or less and situate in Mouza-Barhans Fartabad and comprised within R.S. Dag No. 1548 appertaining to R.S. Khatian No. 508, J.L. No. 47, P. S. & Sub-Registry Office- Sonarpur, District-24 Parganas (South);
- Q.** By a Deed of Conveyance dated 9th September, 2006 and made between Ramco Filter Industries represented by its Proprietor Sri Biren Dasgupta and ANUBHAB CONSTRUCTION represented by its

Partners (1) Sri Narayan Chandra Mukherjee and (2) Smt. Lily Mukherjee and registered in the Office of the Additional Registrar of Assurances- I, Kolkata and recorded in Book No. I being Deed No.12801 for the year 2006 and ANUBHAB CONSTRUCTION has purchased and acquired ALL THAT piece and parcel of land containing an area of 14 Decimals more or less and situate in Mouza- Barhans Fartabad and comprised within R.S. Dag No. 1532 appertaining to R.S. Khatian No. 1803, JL No. 47, P. S. & Sub-Registry Office Sonarpur, District-24 Parganas (South);

R. By a Deed of Conveyance dated 28th January, 2008 and made between Ramco Filter Industries represented by its Proprietor Sri Biren Dasgupta and ANUBHAB CONSTRUCTION represented by its Partners (1) Sri Narayan Chandra Mukherjee and (2) Smt. Lily Mukherjee and registered in the Office of the Additional Registrar of Assurances- I, Kolkata and recorded in Book No. I being Deed No.9420 for the year 2008 and ANUBHAB CONSTRUCTION has purchased and acquired ALL THAT piece and parcel of land containing an area of 10 Decimals more or less and situate in Mouza- Barhans Fartabad and comprised within R.S. Dag No. 1554 appertaining to R.S. Khatian No. 1538, JL No. 47, P. S. & Sub-Registry Office Sonarpur, District-24 Parganas (South);

S. By a Deed of Conveyance dated 28th January, 2008 and made between Indranil Dasgupta and ANUBHAB CONSTRUCTION represented by its Partners (1) Sri Narayan Chandra Mukherjee and (2) Smt. Lily Mukherjee and registered in the Office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book No. I being Deed No. 9412 for the year 2008 and ANUBHAB CONSTRUCTION

has purchased and acquired ALL THAT piece and parcel of land containing an area of 16 Decimals more or less and situate in Mouza- Barhans Fartabad and comprised within R.S. Dag No. 1550 appertaining to R.S. Khatian No. 531, J.L. No. 47, P.S. & Sub-Registry Office Sonarpur, District- 24 Parganas (South);

- T.** By a Deed of Conveyance dated 28th January, 2008 and made between Smt. Rina Dasgupta and ANUBHAB CONSTRUCTION represented by its Partners (1) Sri Narayan Chandra Mukherjee and (2) Smt. Lily Mukherjee and registered in the Office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book No. I being Deed No. 9411 for the year 2008 and ANUBHAB CONSTRUCTION has purchased and acquired ALL THAT piece and parcel of land containing an area of 7.5 Decimals more or less and situate in Mouza- Barhans Fartabad and comprised within R.S. Dag No. 1596 appertaining to R.S. Khatian No. 1206, J.L. No. 47, P. S. & Sub-Registry Office Sonarpur, District-24 Parganas (South);
- U.** By the aforementioned 15 several Deeds of Conveyance ANUBHAB CONSTRUCTION (the Owners No. 3 herein) represented by its Partners (1) Sri Narayan Chandra Mukherjee and Smt. Lily Mukherjee acquired diverse plots of land in Mouza- Barhans Fartabad which are contiguous to each other and containing an area of 143 Decimals more or less as mentioned hereinabove;
- V.** On 16.01.2013 ANUBHAB CONSTRUCTION a Partnership Firm registered under the provisions of Indian Partnership Act, 1932 and represented by its Partners Sri Narayan Chandra Mukherjee and Smt. Lili Mukherjee (the Owners No. 3 herein) entered into a Development Agreement with the Promoter herein in respect of their

aforestated land, the said Development Agreement was registered before A.D.S.R Sonarpur and recorded in Book No.I, C.D Volume No.3, Pages 39 to 88, Being No. 647 for the year 2013 and on the same date (i.e. 16.01.2013) ANUBHAB CONSTRUCTION a Partnership Firm registered under the provisions of Indian Partnership Act, 1932 and represented by its Partners Sri Narayan Chandra Mukherjee and Smt. Lili Mukherjee (the Owners No. 3 herein) executed a General Power of Attorney for smooth running of the construction work on their said land and also to sell off the units of their respective allocations as stated in the aforementioned Development Agreement dated 16.01.2013, the said General Power of Attorney was registered before A.D.S.R Sonarpur and recorded in Book No. I, C.D Volume No.3, Pages 14 to 38, Being No. 648 for the year 2013;

W. Dulali Bala Bhattacharjee, wife of- Tarini Kumar Bhattacharjee purchased the land measuring about 9 decimal in R.S.Dag No. 1555 from Rabilal Mondal & ors. by virtue of a Sale Deed which was registered on 10.08.1952 before Sub. Registrar, Baruipur and recorded in Book No. I, Volume No. 68, Pages 174 to 178, Being No. 6444, for the year 1952 and thereafter on 29.03.1954 by virtue of another Sale Deed Dulali Bala Bhattacharjee, wife of- Tarini Kumar Bhattacharjee purchased the land measuring about 4 decimal in R.S.Dag No. 1556 from Mangal Das Naskar 8s ors. the said Sale Deed was registered before Sub. Registrar, Baruipur and recorded in Book No. I, Volume No. 22, Pages 95 to 97, Being No. 1293, for the year 1954;

X. By virtue of the said 2 (two) Sale Deeds, Dulali Bala Bhattacharjee

became the owner of the land total measuring about 13 decimal, and in the Revisional Settlement Record-of-Rights (Parcha), the name of Dulali Bala Bhattacharjee has been published in respect of the said total land measuring about 13 decimal and after the demise of Dulali Bala Bhattacharjee her only son Mukul Bhattacharjee became the sole owner of the said land and while enjoying the sole ownership of the said land Mukul Bhattacharjee sold the said land measuring about 13 decimal out of which 9 decimal in R.S Dag 1555 and 4 decimal in R.S Dag No. 1556, as described in the Schedule hereunder to CITY STAR GRIHA UDYOG PRIVATE LIMITED (the Owner No. 4 herein) by virtue of a Sale Deed which was duly registered on 02.12.2011 before A.D.S.R. Sonarpur and recorded in Book No. I, C.D. Volume No. 33, Pages 499 to 509, Being No. 13894, for the year 2011;

- Y.** One Nudi Moni Dashi while being the owner and possessor in respect of the land total measuring about 14 decimal in R.S. Dag No. 1592 sold the said lands to Sri Kali Das Mukhopadhyay by virtue of a Sale Deed registered on 05.12.1951 before Sub. Registrar, Baruipur and recorded in Book No. I, Volume No. 96, Pages 54 to 58, Being No. 8593, for the year 1951;
- Z.** While enjoying the said lands Sri Kali Das Mukhopadhyay died intestate leaving behind his wife Smt. Sailasree Mukhopadhyay, 4 (four) sons namely Sri Kripa Kinkar Mukhopadhyay, Sri Kamal Kumar Mukhopadhyay, Sri Kanak Kumar Mukhopadhyay, Sri Kumud Kumar Mukhopadhyay and only daughter Smt. Kunda Lakshmi Banerjee as his legal heirs and successors and all of them had been enjoying the joint undivided ownership of the same and

thereafter on 28.01.1975 all the afore-stated legal heirs of Kali Das Mukhopadhyay executed a Deed of Partition amongst themselves in respect of the said land in R.S. Dag No. 1592, the said Deed of Partition was registered before District Registrar, Alipore and recorded in Book No. I, Volume No. 37, Pages 87 to 102, Being No. 532, for the year 1975; That, as per the said Deed of Partition (i.e. Deed No. 532 of 1975) Smt. Kunda Lakshmi Banerjee (the only daughter of Kali Das Mukhopadhyay) got the ownership of the land in "Schedule- Ja" of the said Deed of Partition and thereafter she sold the land measuring about 3 cottahs 8 chittacks 0 sq. ft. of land in R.S. Khatian No. 1206, R.S. Dag No. 1592 to Sri Chayan Kumar Dey, son of- Sri Surendra Nath Dey, the said Sale Deed was registered before Sub. Registrar, Sonarpur and recorded in Book No. I, Volume No. 61, Pages 203 to 206, Being No. 4379, for the year 1980;

AA. After purchasing the said land measuring about 3 cottahs 8 chittacks 0 sq. ft. of land in R.S. Khatian No. 1206, R.S. Dag No.1592, Sri Chayan Kumar Dey, sold the same to Smt. Balbir Kaur by virtue of a Sale Deed registered on 04.12.1991 before A.D.S.R. Sonarpur and recorded in Book No. I, Volume No. 135, Pages 20 to 25, Being No. 7736, for the year 1991;

BB. M/s. Hindusthan Housing and Land Development Trust was the recorded owner as per Revisional Settlement Record-of-Rights (Parcha) in respect of the land in R.S. Khatian No. 265, R.S. Dag No.1552, and the said Company has been re-named as M/s. Hope India and by virtue of a Sale Deed registered before District Registrar, Alipore and being Deed No. 9906 of 1981 M/s. Hope India

sold the land measuring about 7 decimal or 4 cottahs 3 chittacks 35 sq. ft., in R.S. Khatian No. 265, R.S. Dag No. 1552 to Sri Adhir Kumar Das, son of- Late Surendra Kumar Das and thereafter Sri Adhir Kumar Das sold the land measuring about 1 cottah 0 chittack 4 sq. ft. in R.S. Khatian No. 265, R.S. Dag No. 1552 to Smt. Sudipta Rudra @Sikha Rudra, wife of- Rajat Rudra;

CC. By virtue of a Sale Deed registered on 09.02.1990 before District Registrar, Alipore and being Deed No. 1830 of 1990 Smt. Sudipta Rudra @ Sikha Rudra sold the said land measuring about 1 cottah 0 chittack 4 sq. ft. in R.S. Khatian No. 265, R.S. Dag No. 1552, to Sri Pijush Kanti Roy, son of- Sri Jitendra Nath Roy and thereafter on 25.04.1994 Sri Pijush Kanti Roy sold the said land to Sri Kehar Singh and Sri Sher Singh, by virtue of a Sale Deed registered before A.D.S.R. Sonarpur and recorded in Book No. I, Volume No. 26, Pages 142 to 149, Being No. 1773, for the year 1994 and since purchasing the said land Sri Kehar Singh and Sri Sher Singh constructed a tin shed structures measuring about 200 sq. ft. standing thereon;

DD. Thus by virtue of the afore-stated Sale Deeds Smt Balbir Kaur, Sri Kehar Singh and Sri Sher Singh became the joint owners of the land total measuring about 7.46 decimal or 4 (four) cottahs 8 (eight) chittacks 4 (four) sq. ft. out of which 5.8 decimal or 3 cottahs 8 chittacks 0 sq. ft. of land in R.S. Khatian No. 1206, R.S. Dag No. 1592 and 1.66 decimal or 1 cottah 0 chittack 4 sq. ft. of land along with 200 sq. ft. tin shed structures standing thereon in R.S. Khatian No. 265, R.S. Dag No. 1552 both in Mouza- Barhans Fartabad and thereafter on 29.05.2012 Smt Balbir Kaur, Sri Kehar Singh and Sri

Sher Singh jointly sold the said land to CITY STAR GRIHA UDYOG PRIVATE LIMITED (the Owner No. 4 herein) by virtue of a Sale Deed which was duly registered before A.D.S.R. Sonarpur and recorded in Book No. I, C.D Volume No. 20, Pages 2959 to 2974, Being No. 7186, for the year 2012;

EE. Sailendranath Ghoshal was the recorded owner of 18 decimal of land as per Revisional Settlement Record-of-Rights (Parcha) in R.S. Khatian No.- 583, R.S. Dag No.- 1551 and after his death on 01.07.1964 and that of his wife Smt. Kanak Lata Ghoshal their 7 (seven) sons namely 1) Sri Sunil Kumar Ghoshal, 2) Sri Sudhir Kumar Ghoshal, 3) Sri Subodh Kumar Ghoshal, 4) Sri Manindra Ghoshal, 5) Sri Bonbehari Ghoshal, 6) Sri Kamaksha Prasad Ghoshal, 7) Sri Jyoti Prakash Ghoshal jointly inherited the said total land of 18 decimal in R.S Dag No.1551;

FF. On 10.12.1969 the aforesaid legal heirs of Sailendranath Ghoshal sold the said entire land of 18 decimal in R.S Dag No.1551 to Sri Sanatan Haldar, son of Late Bhunjaram Haldar, by- virtue of a Sale Deed which registered before D.S.R Alipore and recorded in Book No. I, Volume No. 160, Pages 09 to 14, Being No. 4754 of 1969;

GG. After purchasing the said land of 18 decimal Sanatan Haldar sold 4 cottahs 12 chittacks 27 sq. ft of land to Sri Sunil Roy by virtue of a Sale Deed registered before D.R Alipore recorded in Book No.1, Volume No.294, Pages 290 to 301, Being No. 11415 for the year 1982 and by virtue of another Sale Deed Sanatan Haldar sold 4 cottahs 12 chittacks 27 sq. ft of land to Smt Bani Chowdhury which was registered before D.R Alipore recorded in Book No.1, Volume

No.294, Pages 278 to 289, Being No. 11414 for the year 1982;

- HH.** Thus by virtue of the two Sale Deeds as aforesaid Sanatan Haldar total sold the land measuring about 15.8 decimal or 9 cottahs 9 chittacks 9 sq. ft. from his total purchased land of 18 decimal and thereby he retained the land measuring about 2.2 decimal in R.S Dag No. 1551 and after the death of Sanatan Haldar on 07.08.2009 and that of his wife Smt Jyotibala Haldar on 04.06.2009 their 6 (six) sons namely Shyamapada Haldar, Rampada Haldar, Lakshmanpada Haldar, Parthasarathi Haldar, Narayan Haldar, Bishnupada Haldar and 2 (two) daughters namely Gita Kayal wife of Chittaranjan Kayal, Laksmi Samanta wife of Ashok Samanta - all 8 (eight) of them became the joint owners of the said land measuring about 2.2 decimal and thereafter on 12.06.2013 the aforesaid legal heirs of Sanatan Haldar jointly sold the said land to CITY STAR GRIHA UDYOG PRIVATE LIMITED (the Owner No. 4 herein) by virtue of a Sale Deed which was duly registered before A.D.S.R, Sonarpur and recorded in Book No. I, C.D Volume No. 18, Pages 2421 to 2436, Being No. 7605, for the year 2013;
- II.** One Dharma Das Naskar got the ownership of the land measuring about 5 decimal in R.S. Dag No. 1547 by virtue of a Decree in terms of a solenama in the Partition Suit bearing T.S. No. 69 of 1942 with his other co-sharers;
- JJ.** While enjoying the said land measuring about 5 decimal in R.S.Dag No. 1547 Dharma Das Naskar died long before the enactment and passing of Hindu Succession Act, 1956 leaving behind his 2 (two) sons namely Sri Satwik Chandra Naskar and Sri Santosh Kumar Naskar as his only legal heirs and successors and

both of them had been enjoying the joint ownership of the said land of Dharma Das Naskar;

KK. On 03.06.1961 the afore-stated legal heirs of Dharma Das Naskar namely Sri Satwik Chandra Naskar and Sri Santosh Kumar Naskar jointly executed a Deed of Conveyance in respect of the said land measuring about 5 decimal in R.S Dag No. 1547 in favour of Sri Kisan Lai Kajaria, the said Deed of Conveyance was registered before Sub. Registrar, Baruipur and recorded in Book No. I, Volume No. 67, Pages 127 to 130, Being No. 5190, for the year 1961 and since purchasing the said land measuring about 5 decimal in R.S Dag No. 1547, Sri Kisan Lai Kajaria while enjoying the same sold it to CITY STAR GRIHA UDYOG PRIVATE LIMITED (the Owner No. 4 herein) by virtue of a Sale Deed which was duly registered on 28.01.2013 before A.D.S.R, Sonarpur and recorded in Book No. I, C.D Volume No. 21, Pages 2231 to 2243, Being No. 8935, for the year 2013;

LL. By virtue of the aforestated 4 (four) Sale Deeds CITY STAR GRIHA UDYOG PRIVATE LIMITED (the Owner No. 4 herein) became the owner of the land total measuring about 27.66 decimal as described hereinabove;

MM. On 16.04.2014 CITY STAR GRIHA UDYOG PRIVATE LIMITED (the Owner No. 4 herein) through its Director Sri Amit Ganguly entered into a Development Agreement with the Promoter herein in respect of its aforestated land;

NN. The name of Bhutnath Naskar has been published in the Revisional Settlement Record of Rights (Parcha) as the recorded owner in respect of the land measuring about 8 decimal in R.S.

Khatian No. 1418, R.S. Dag No. 1596, Mouza- Barhans Fartabad;

- OO.** After the demise of Bhutnath Naskar on 30.11.1983, his 2 (two) sons namely Tushar Kanti Naskar, Tapas Kanti Naskar and only daughter Sikha Das (now deceased), wife of- Late Gouranga Das jointly inherited the said land measuring about 8 decimal in R.S. Khatian No. 1418, R.S. Dag No. 1596, Mouza- Barhans Fartabad, under the provisions of Hindu Succession Law and after the demise of Sikha Das on 18.07.2008 (her husband Gouranga Das pre-deceased her on 30.03.1999) her only son Debasish Das inherited her share of land in the afore-stated land with his other co-sharers and thereafter on 06.02.2014 (1) Sri Tushar Kanti Naskar, (2) Sri Tapas Kanti Naskar, (3) Sri Debasish Das jointly gifted the said land of 8 decimal as stated hereunder to Rabi Shankar Ghoshal (the Owners No. 5 herein) by virtue of a Deed of Gift registered before A.D.S.R. Sonarpur and recorded in Book No. I, C.D. Volume No. 3, Pages 2531 to 2542, Being No. 1190, for the year 2014 and on 24.07.2014 Sri Rabi Shankar Ghoshal (the Owners No. 5 herein) executed a General Power of Attorney in favour of Sri Amit Ganguly in respect of his aforestated land, the said General Power of Attorney was registered before A.D.S.R Sonarpur and recorded in Book No. IV, Being No. 1943 for the year 2014;
- PP.** On 16.04.2014 Rabi Shankar Ghoshal (the Owners No. 5 herein) entered into a Development Agreement with the Promoter herein in respect of his aforestated land;
- QQ.** On 31.08.2018 Rabi Shankar Ghoshal (the Owners No. 5 herein) further executed 5 (five) separate General Power of Attorney in favour of Smt. Tanusree Ganguly to look after and to initiate sale

proceedings in respect of his allocation of 5 (five) flats and 5 (five) car-parking space as per the Development Agreement dated 16.04.2014, the said 5 (five) General Power of Attorney was registered before A.D.S.R. Garia and bearing Deed No. 724 of 2018, Deed No. 725 of 2018, Deed No. 726 of 2018, Deed No. 727 of 2018 & Deed No. 728 of 2018;

RR. Originally Sri Nanigopal Sarder and Sri Hiralal Sarder, both sons of- Late Ramchandra Sarder got their joint right, title and interest in respect of the land measuring about 6.66 decimal by Record-of-Rights (Parcha) in Mouza- Barhans Fartabad, J.L. No.- 47, R.S. Dag No.- 1548, R.S. Khatian No.- 508, according to Law of Inheritance, under the provisions of Hindu Law;

SS. After the demise of Sri Nanigopal Sarder on 21.11.1979 his 2 (two) sons namely Sri Subhendu Sekhar Sarder and Sri Ardhendu Sekhar Sarder inherited his 50% Share in the land (i.e 3.33 decimal);

TT. After the demise of Sri Hiralal Sarder on 08.03.1980, his son Sri Pumendu Sekhar Sarder inherited his 50% Share in the land (i.e. 3.33 decimal);

UU. By the afore-said way (i.e. by Law of Inheritance) Sri Subhendu Sekhar Sarder, Sri Ardhendu Sekhar Sarder and Sri Purnendu Sekhar Sarder got the joint ownership of total 6.66 decimal of land and on thereafter they jointly executed a Deed of Gift in favour of Sri Pradyut Kumar Mondal the said Deed of Gift was registered before Additional Registrar of Assurances-I, Kolkata and after the demise of Sri Pradyut Kumar Mondal on 11.04.2010 his wife Smt. Nilima Mondal, and 2 (two) sons namely Sri Soumen

Mondal and Sri Monmohan Mondal jointly inherited the afore-stated land of 6.66 decimal as per Hindu Law of Succession and thereafter on 25.06.2010 Smt. Nilima Mondal, Sri Soumen Mondal and Sri Monmohan Mondal jointly sold the said land of 6.66 decimal to Amit Ganguly (the Owners No. 6 herein) by virtue of a Sale Deed registered before A.D.S.R. Sonarpur and recorded in Book No. I, C.D. Volume No. 20, Pages 5853 to 5864, Being No. 7703, for the year 2010;

VV. On 16.04.2014 Amit Ganguly (the Owners No. 6 herein) entered into a Development Agreement with the Promoter herein in respect of his aforestated land;

WW. The Owners herein by virtue of the afore-stated Sale Deeds became the owners of the land total measuring about 186.8 decimal (after detailed physical measurement which appears to be the area of land as mentioned hereinabove and on the basis of the said area the Rajpur Sonarpur Municipality has given sanction of the building plan in respect of the said land) as stated hereinabove and thereafter they also mutated their names in the Assessment Record of Rajpur Sonarpur Municipality in respect of the said land, measuring about 186.8 decimal as morefully and particularly described in the Schedule- A hereunder;

XX. Thereafter the Promoter herein for construction of multi-storied buildings on the said total land obtained a sanctioned building Plan bearing No. 1254/CB/30/54 dated 19.11.2013 issued by Rajpur Sonarpur Municipality in respect of the said land in the names of the Owners herein and started construction of the said multi-storied multi-use residential building/complex known as "4-

SIGHT GRAND CASTLE" at Holding No. 50, Barhans on the said land at its own costs and expenses;

YY. Thereafter the Promoter herein started construction of a G+4 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;

ZZ. The Allotee herein after inspecting all the legal papers, sanctioned plan and position of the building approached the Owners/Promoter to purchase the Flat Being No., at the Floor of **Block-.....** measuring about sq. ft. super built-up area along with one car-parking space measuring about 135 sq. ft. useable area at the Ground Floor of the said building complex named as "4-Sight Grand Castle" 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 Promoter would sale the aforesaid Flat and a car parking space to the Allotee 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 Allottee to the Promoter by way of full and final payment for the price of the said flat and a car parking space to be credited in the Promoters account and the price of the proportionate share of land and common spaces also to be credited to the account of the Owners/Promoter and the rights and properties appurtenant thereto AND the Promoter hereby as also by Memo of receipt hereunder admit and acknowledge and of and from the payment of the same the Owners/Promoter forever release, discharge, acquit and exonerate the Allottee the said flat, one car parking space and undivided proportionate share in land and common parts hereby granted, sold transferred and conveyed to the Allottee, the Owners/Promoter 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 Allottee **ALL THAT** the Flat as stated in the Second Schedule Being Flat Being No....., at the Floor of **Block-.....** measuring about sq. ft. super built-up area along with one car parking space at the Ground Floor of the said building named as **“4-Sight Grand Castle”** 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 Owners/Promoter 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 Allotee absolutely and forever as heritable and transferable immovable properties within the meaning of any law for the time being in force AND subject to the payment of all maintenance charges to the maintenance Association/agents engaged for carrying out the maintenance were and also all rents, taxes, assessments, rates dues and duties now chargeable upon the same or which may hereafter become payable

in respect of the said properties to the Government of West Bengal, Rajpur Sonarpur Municipality or any other concerned authorities and subject to the conditions that the said flat will be used only for residential purpose and also subject to the rights and obligations stated hereinafter.

THE OWNERS/PROMOTER HEREBY COVENANT WITH THE ALLOTEES as follows:-

(i) That the interest which the Owners/Promoter and profess, transfer subsists and the Owners /Promoter 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 Owners/Promoter and hereby confirms the same unto and in favour of the Allotee absolutely and forever.

(ii) AND THAT the Owners/Promoter 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 Owners/Promoter 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 Owners /Promoter.

(iv) The Allotee 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 a 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 Owners/Promoter and or any person or persons lawfully claiming or to claim through under or in trust for the Owners/Promoter and 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 Owners /Promoter.

(v) That the Owners/Promoter and shall from time to time and at all times hereafter upon every reasonable requests and at all the cost of the Allotee 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 Owners/Promoter and unto and in favour of the Allotee.

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

(viii) The Allotee 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 Owners/Promoter shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Allotee or at any hearing, suit, to the Allotee and/or the agent/s of the Allotee 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 Owners/Promoter 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 OWNERS/PROMOTER AND AND THE ALLOTEES as follows:

(1) The Allotee 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 Allotee shall be entitled to the right or access in common with the Owners/Promoter 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 Allotee 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 Allotee or any person deriving title under the Allotee 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 Allotee 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 Allotee 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 Allotee 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 ALLOTEES DOTH HEREBY COVENANT WITH THE OWNERS/PROMOTER as follows:-

i) The Allotee 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 Allotee 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 Allotee 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 Promoter 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 Allotee 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 Allotee shall deposit the same with the Owners /Promoter, until the Association is formed by the Owners/Promoter 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 Allotee 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 Allotee 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 Allotee 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 Allotee 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 Allotee 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 /Promoter to the Allotee.

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

xi) The Allotee 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 ALLOTEE 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 Owners/Promoter.
- 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 Owners/Promoter'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 racks, broken materials etc. in the common area or the common lobby.
- ix.** Not to fix or change the Air-conditioner on any other place other than the place designated for the same.
- x.** Not to put any different colour lights in balcony other than the predefined one for the purpose of harmony of elevation.
- xi.** Not to cover the balcony with the grill in order to maintain elevation harmony.
- xii.** Not to keep door mats in front of the flat door.
- xiii.** Not to use the car-parking area for any other purpose.
- xiv.** Not to hinder the dependent car parking owners in moving their cars and to cooperate them as and when required and keep the car keys with the common security guards for smooth movement of the cars.
- xv.** Not to engage any unregistered electrician or plumber for any common electrical or plumbing work.
- xvi.** Not to disturb the “Ganguly Group” signage which will remain forever on the top of the terrace to be maintained by “Ganguly Group” at its own cost.
- xvii.** Not to obstruct in any manner the Owners/Promoter 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 Allotee and occupiers is not obstructed and/or hampered in the event of ingress and egress.

THE OWNERS/PROMOTER AND THE COVENANTS WITH THE ALLOTEE THAT:-

- i. The Allotee 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 Promoter 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 Promoter is also constructing buildings and developing the nearby lands and the common services of the project of 4 Sight Grand Castle 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 OWNERS AND THE PROMOTER TO HEREBY CONFIRM, RECORD AND DECLARE that the Promoter'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 Promoter under the said respective agreements of development stand duly consolidated upon the Promoter 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 Owners having agreed to the sale of the flats contained in the said buildings to the as herein stated AND neither the Promoter 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 ALLOTEE DOTH HEREBY CONFIRM AND DECLARE AND AGREE THAT :-

- (1) The Allotee shall have and hold the said unit absolutely free from all claims of the Promoter.

- (2) The duly confirm that the sale and transfer of the said unit is free from all rights interest and claims of the Promoter.
- (3) The Allotee 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 Allotee 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 Allotee to the said unit in terms of these presents as shall be reasonable required by the Allotee.

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 Owners/Promoter and the Allotee 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 total land of 186.8 decimal be the same a little more or less comprised in R.S. Dag No.- 1545, 1545/1914, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1552/1913, 1553, 1554, 1596/1911, 1532, 1555, 1556, 1592,

1596, R.S. Khatian No.- 1538, 1414, 1810, 508, 272, 531, 583, 1536, 265, 1803, 615, 556, 1206, 1418 , Mouza- Barhans Fartabad, J.L. No.- 47, Holding No. 50, Barhans, under Ward No.- 30 of Rajpur Sonarpur Municipality, Sub. Registry Office- Garia, P.S.- Sonarpur, District- South 24 Parganas, and butted and bounded in the following manner :-

ON THE NORTH: By R.S. Dag 1541, 1533, 1534;

ON THE SOUTH: By R.S. Dag No. 1590;

ON THE EAST: By N.S.C. Bose Road & R.S. Dag No. 1593, 1594;

ON THE WEST: By R.S. Dag 1543, 1544 & 1542;

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the flat and a 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 **135 sq. ft. useable area** at the **Ground Floor** of the said G+4 storied building complex named as **“4-Sight Grand Castle”** together with the undivided proportionate share of land in the Holding No.- 50, Barhans, which is more fully and particularly described in the First Schedule written hereinabove.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Areas and Facilities)

1. The foundation, columns, beams support, main walls, corridors, Lobbies, stairs, lift pit in the basement lift well, lift machine room entrance to and exits from the building and intended for common use.

2. Installation of common Sevier such as water, sewerage etc.
3. Lift, Pump, Motor, pipes, ducts and all apparatus and installations in the building for common use.
4. Entrance and exit gates of the block.
5. Paths passages and open spaces in the building other than those reserved by the Owner 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 Owner for use of any Co-owner.
6. Entrance lobby in the ground floors of the block.
7. Driveway in the ground floor of the complex.
8. Staircases of the block along with their full and half landings with both staircover on the ultimate roof.
9. 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.
10. Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of pump and for supply of power in the said Unit to the extent of quantum mentioned herein and/or in the other Units during power failure and generator space in the ground floor of the building complex.
11. 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 concerned block.
12. 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 concerned block.

13. Underground water reservoir for municipal water with a pull on pumps installed thereat for the concerned block.
14. Water waste and sewerage evacuation pipes from the Units to drains and sewers common to the block and from the block to the municipal drain.
15. Common bathroom with W.C. and two common toilets in ground floor of the complex.
16. Room for darwan /security guard, caretaker's office in the ground floor of the complex.
17. Requisite arrangement of Intercom/EPABX with connections to each individual flat from the reception in the ground floor.
18. Boundary walls.
19. The roof of the Block.
20. Gymnasium.
21. Swimming Pool.

BE IT TO BE NOTED THAT the Promoter herein is also developing the lands adjacent to the said building project named "4-Sight Grand Castle" and in future the Flat owners of this building project named "4-Sight Grand Castle" 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 Grand Castle".

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 Allotee 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 Allotee 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 Allotee 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 Owners

Signature of the Promoter

Signature of the Allotee

MEMO OF CONSIDERATION

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

Cheque No.	Bank	Date	Amount

WITNESSES :

1.

Signature of the Promoter

2.

Drafted by –