

SALE DEED

THIS SALE DEED is made on the day of **May, 2019** (Two Thousand Nineteen)
BETWEEN (1) SRI SUBRATA BANERJEE (PAN NO. AHWPB6897K), **(2) SRI KAMAKHYA BANERJEE** (PAN NO. ADTPB9864D) both sons of- Late Birendra Nath Banerjee, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- Dhalua, P.O.- Dhalua via Panchpota, P.S.- Narendrapur (previously Sonarpur), Kolkata- 700152, **(3) SMT. PABITRA BANERJEE** (PAN NO. BHAPB4259G) wife of- Late Samir Banerjee, by faith- Hindu, by occupation- Housewife, by nationality- Indian, residing at- Dhalua, P.O.- Dhalua via Panchpota, P.S.- Narendrapur (previously Sonarpur), Kolkata- 700152, **(4) SMT. SHYAMALI CHATTERJEE** (PAN NO. AZSPC7664H) wife of- Late Anil Chatterjee, by faith- Hindu, by occupation- Housewife, by nationality- Indian, residing at- Nayabad, Purbasha, P.O. & P.S.- Panchasayar, Kolkata- 700094, **(5) SMT. SHIBANI CHAKRABORTY** (PAN NO. AZWPC6096R) wife of- Sri Bhaskar Chakraborty, by faith- Hindu, by occupation- Housewife, by nationality- Indian, residing at- 61, Lower Lines, Chuner, Dist.- Mirjapur, Pin- 231308, Uttar Pradesh and **(6) SMT. CHAITALI CHAKRABORTY** (PAN NO. ATCPC5581H) wife of- Sri Kamal Chakraborty, by faith- Hindu, by occupation- Housewife, by nationality- Indian, residing at- 39, Kali Kumar Majumder Road, P.O.- Santoshpur, Kolkata- 700075 - all represented by their Lawful Constituted Attorney **(1) SRI SUKANTA KUMAR MONDAL** (PAN NO. AHBPM1094Q) son of- Sri Subir Mondal, by faith- Hindu, by occupation- Business, residing at- Dhalua, P.S.- Narendrapur (previously Sonarpur), Kolkata-700152, **(2) SRI KANAI CHANDRA MONDAL** (PAN NO. AJVPM8883H) son of- Late Rashbehari Mondal, by faith- Hindu, by occupation- Business, residing at- Radhanagar, P.S.- Sonarpur, District - South 24 Parganas, **(3) SRI SURJYA KUMAR SAHA** (PAN NO. AVTPS3633B) son of- Late Madhab Chandra Saha, by faith- Hindu, by occupation- Business, residing at- Sreenagar Main Road, P.O.- Panchasayar, Kolkata- 700094, 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

M/s. S.S.&S. ENTERPRISE (PAN NO. ACIFS8426N) a Partnership Firm having its office at- East Tentulberia, P.O.- Panchpota, P.S.- Sonarpur, Kolkata- 700152 and represented by its Partners **(1) SRI SUKANTA KUMAR MONDAL** (PAN NO. AHBPM1094Q) son of- Sri Subir Mondal, by faith- Hindu, by occupation- Business, residing at- Dhalua, P.S.- Narendrapur (previously Sonarpur), Kolkata-700152, **(2) SRI KANAI CHANDRA MONDAL** (PAN NO. AJVPM8883H) son of- Late Rashbehari Mondal, by faith- Hindu, by occupation- Business, residing at- Radhanagar, P.S.- Sonarpur, District - South 24 Parganas, **(3) SRI SURJYA KUMAR SAHA** (PAN NO. AVTPS3633B) son of- Late Madhab Chandra Saha, by faith- Hindu, by occupation- Business, residing at- Sreenagar Main Road, P.O.- Panchasayar, Kolkata- 700094, hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, legal representatives and permitted assigns) of the **SECOND PART**

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Mr./Ms..... (PAN 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.** Pulin Behari Chakraborty & his other co-sharers being the owners of the land measuring about 32 decimal in R.S. Dag No. 27, R.S. Khatian No. 341, Mouza- Dhalua sold the said entire land to Arun Kanti Biswas, son

of- Late Kunja Behari Biswas by virtue of a Sale Deed registered before Sub. Registrar, Baruipur and recorded in Book No.- I, Volume No. 63, Pages 283 to 284, Being No.- 5656 for the year 1959 and Arun Kanti Biswas sold the said entire land measuring about 32 decimal in R.S. Dag No. 27, R.S. Khatian No. 341, Mouza- Dhalua to Manjula Banerjee, wife of- Birendra Nath Banerjee by virtue of a Sale Deed registered before Sub. Registrar, Sonarpur and recorded in Book No.- I, Volume No. 23, Pages 191 to 195, Being No.- 1703 for the year 1972;

- B.** While enjoying the said land Manjula Banerjee died on 21.11.1996 (her husband Birendra Nath Banerjee pre-deceased her on 20.07.1990) leaving behind her 4 (four) sons namely Samir Banerjee, Subrata Banerjee, Kamakhya Banerjee, Prasanta Banerjee and 3 (three) daughters namely Shyamali Chatterjee, Shibani Chakraborty, Chaitali Chakraborty - all 7 (seven) of them being her legal heirs and successors jointly became the owners of the said land measuring about 32 decimal in R.S. Dag No. 27, R.S. Khatian No. 341, Mouza- Dhalua and they got their names mutated before the BL&LRO Sonarpur and L.R. Parcha have been published in their respective names and the said legal heirs of Manjula Banerjee also got their names mutated in the Assessment Records of Rajpur Sonarpur Municipality;
- C.** Prasanta Banerjee (one of the sons of the said Manjula Banerjee) obtained a Deed of Gift in respect of the land measuring about 3 (three) cottahs (which also includes his share of land by way of Law of Inheritance) which was registered before District Sub. Registrar -IV, Alipore and recorded in Book No.- I, Being No.- 6634 for the year 2013;
- D.** After execution of the said Deed of Gift of Prasanta Banerjee the remaining legal heirs of the said Manjula Banerjee [i.e. her 3 (three) sons namely Samir Banerjee, Subrata Banerjee & Kamakhya Banerjee and 3 (three) daughters namely Shyamali Chatterjee, Shibani Chakraborty, Chaitali Chakraborty] have been retaining the land measuring about 16

(sixteen) cottahs 2 (two) chittacks 33 (thirty three) sq. ft. out of the said total land of 32 decimal and for developing their said land they entered into a Memorandum of Understanding cum Development Agreement with the Developer herein which was registered on 12.08.2013 before D.S.R.-IV, Alipore and recorded in Book No.- I, CD Volume No. 34, Pages 2072 to 2107, Being No.- 6636 for the year 2013 and for smooth running of the said construction work they also executed a General Power of Attorney which was registered on 12.08.2013 before D.S.R.-IV, Alipore and recorded in Book No.- I, CD Volume No. 34, Pages 2127 to 2143, Being No.- 6637 for the year 2013;

- E.** On 31.01.2018, Samir Banerjee died leaving behind his wife Pabitra Banerjee (the Landowner No. 3 herein) as his only legal heirs and successor and she inherited the share of land of Samir Banerjee and her name has been mutated in the L.R. Record-of-Rights in respect of the said land;
- F.** After the demise of Samir Banerjee on 31.01.2018 the remaining legal heirs of the said Manjula Banerjee [i.e. her 2 (two) sons namely Samir Banerjee, Subrata Banerjee & Kamakhya Banerjee and 3 (three) daughters namely Shyamali Chatterjee, Shibani Chakraborty & Chaitali Chakraborty] jointly revoked the Memorandum of Understanding cum Development Agreement (i.e. Deed No. 6636 for the year 2013 registered before D.S.R.-IV, Alipore) with the Developer herein dated 12.08.2013 by virtue of a Revocation of Development Agreement registered before A.DS.R. Garia and bearing Deed No. 621 of 2019 and the above-mentioned 5 (five) legal heirs of Manjula Banerjee also revoked the General Power of Attorney (i.e. Deed No. 6637 for the year 2013 registered before D.S.R.-IV, Alipore) dated 12.08.2013 by virtue of a Revocation of Development Power of Attorney registered before A.DS.R. Garia and bearing Deed No. 82 of 2019;

- G.** Thereafter the Developer herein submitted a building sanction plan in respect of the land measuring about 16 (sixteen) cottahs 2 (two) chittacks 33 (thirty three) sq. ft. morefully described in the Schedule- A hereunder in the names of the Landowners herein at the cost and expenses of the Developer herein and got the sanctioned building plan bearing sanction no. 236/CB/02/06 dated 29.01.2019 duly sanctioned from Rajpur Sonarpur Municipality;
- H.** Thereafter, the owners herein entered into a Joint Venture Agreement with the Promoter herein which was registered on 08.02.2019 before A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2019, Pages 23036 to 23078, Being No. 623 for the year 2019 and for smooth running of the said construction work the owners herein executed a Power of Attorney which was registered on 08.02.2019 before A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2019, Pages 22886 to 22922, Being No. 630 for the year 2019;
- I.** The owners herein are the joint owners of the land total measuring about 16 (sixteen) cottahs 2 (two) chittacks 33 (thirty three) sq. ft in Mouza- Dhalua, J.L. No.- 43, R.S. No.- 235, R.S. Khatian No.- 341, L.R. Khatian No. 3485, 3486, 3488, 3489, 3491 & 4157, R.S. Dag No. 27 corresponding to L.R. Dag No.- 28, Holding No. 151, Dhalua Madhya, under Additional District Sub. Registrar- Garia and Police Station - Narendrapur (previously Sonarpur), under the jurisdiction of Ward No.- 2 of Rajpur Sonarpur Municipality, District- South 24 Parganas.
- J.** The Said Land is earmarked for the purpose of building a residential building project comprising G+4 storied building and the said building project shall be known as "AASHRAY MANJULIKA".
- K.** The owners herein are the joint owners of the land total measuring about **16 (sixteen) cottahs 2 (two) chittacks 33 (thirty three) sq. ft** in Mouza- Dhalua, J.L. No.- 43, R.S. No.- 235, R.S. Khatian No.- 341, L.R. Khatian No. 3485, 3486, 3488, 3489, 3491 & 4157, R.S. Dag No. 27 corresponding to L.R. Dag No.- 28, Holding No. 151, Dhalua Madhya, under Additional District Sub.

Registrar- Garia and Police Station - Narendrapur (previously Sonarpur), under the jurisdiction of Ward No.- 2 of Rajpur Sonarpur Municipality, District- South 24 Parganas.

- L.** The Said Land is earmarked for the purpose of building a residential building project comprising G+4 storied building and the said building project shall be known as "AASHRAY MANJULIKA".
- M.** 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 "AASHRAY MANJULIKA" 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 Allotee 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 Allotee the said flat, one car parking space and undivided proportionate share in land and common parts

hereby granted, sold transferred and conveyed to the Allotee, 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 Allotee ALL THAT the Flat as stated in the Second Schedule Being Flat Being No....., at the Floor measuring about sq. ft. super built-up area along with one car parking space at the Ground Floor of the said building named as "AASHRAY MANJULIKA" 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, lispences, 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 mutata their names 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 DO TH 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 Allottee 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 ALLOTTEE 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 put any different colour lights in balcony other than the predefined one for the purpose of harmony of elevation.
- ix.** Not to use the car-parking area for any other purpose.
- x.** 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.

- xi.** 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.
- xii.** Not to claim any partition or sub-division of the said land or the common parts.
- xiii.** 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 Phase- II 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 DO 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 DO TH 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.

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

ALL THAT piece and parcel of the land total measuring about **16 (sixteen) cottahs 2 (two) chittacks 33 (thirty three) sq. ft** in Mouza- Dhalua, J.L. No.- 43, R.S. No.- 235, R.S. Khatian No.- 341, L.R. Khatian No. 3485, 3486, 3488, 3489, 3491 & 4157, R.S. Dag No. 27 corresponding to L.R. Dag No.- 28, Holding No. 151, Dhalua Madhya, under Additional District Sub. Registrar- Garia and Police Station - Narendrapur (previously Sonarpur), under the jurisdiction of Ward No.- 2 of Rajpur Sonarpur Municipality, District- South 24 Parganas, and the entire land is butted and bounded as follows :-

ON THE NORTH : By 30 feet wide Sardar Para Road;
 ON THE SOUTH : By Land of other person;
 ON THE EAST : By House of Prasanta Banerjee & other person;
 ON THE WEST : By R.S. Dag No. 24, 25 & 26;

THE SECOND SCHEDULE ABOVE REFERRED TO (Description of the flat and a car-parking space)

ALL THAT the Flat No. situated on the Floor measuring more or less sq. ft. super built up area and along with one covered car parking space measuring about 135 sq. ft. at the Ground Floor of the said G+4 storied building named as **"AASHRAY MANJULA"** together with the undivided proportionate share of land in the Holding No.- 151, Dhalua Madhya, which is more fully and particularly described in the First Schedule written hereinabove.

THE THIRD SCHEDULE ABOVE REFERRED TO (Common Areas and Facilities)

1. Paths, passages and driveways in the Building Complex earmarked by the Developer as common for all Unit Holders.
2. Lift/elevators, Staircase, lobby and landings with stair cover on the roof of the new building/s.

3. Water pump with motor and with water distribution pipes save those inside any Unit to the overhead water tank of each building and room if any for installing the water pump and motor.
4. Underground Water Reservoir and Overhead water tanks with distribution pipes therefrom connecting to different units and from the underground water reservoir to the overhead tanks.
5. Electrical wiring and fittings and other accessories for lighting the staircase lobby and landings and other common areas.
6. Electrical installations including transformer and substation (if any) for receiving electricity to supply and distribute amongst the Unit Holders with electrical room.
7. Water waste and sewerage evacuation pipes from the flats/ units to drains and sewers common to the building.
8. Drain and Sewerage Pipes from the Building Complex to the municipal duct.
9. Boundary walls and Main gate to the premises and building.

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).
7. **COMMON UTILITIES**: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES**: Creation of funds for replacement of funds for replacement, renovation and/or other periodic expenses.
9. **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

