

## **SALE DEED**

**THIS SALE DEED** is made on the            day of **November, 2018**  
(Two Thousand Eighteen) **BETWEEN (1) SRI SAMAR DAS** son of-  
Late Phanindra Nath Das, by faith- Hindu, by occupation-  
Business, by nationality- Indian, residing at- 316, N.S Road, P.O-  
Narendrapur, P.S.- Sonarpur, Kolkata- 700103, **(2) SRI TAPASH**  
**BHADURI** son of- Late Amaresh Chandra Bhaduri, by faith- Hindu,  
by nationality- Indian, by occupation- Business, residing at- 74,  
Bidhanpally, Police Station- Bansdrani, Kolkata- 700084, **(3) SRI**  
**ARDHENDU SEKHAR SARDAR**, son of- Late Nonigopal Sardar, by  
faith- Hindu, by occupation- Retired Person, by nationality- Indian,  
residing at Barhans Fartabad Sardarpara, P.O.- Garia, P.S.-  
Sonarpur, Kolkata -700084, **(4) SRI SHUBRANGSHU SARDAR**, son  
of- Late Sudhangshu Sardar by faith- Hindu, by occupation-  
Service, by nationality- Indian, residing at- Fartabad, Sardarpara,  
P.O - Garia, P.S.- Sonarpur, Kolkata-700084, **(5) SMT.**  
**KARUNAMOYEE SARDAR** wife of- Late Suvendu Sekhar Sardar, by  
faith- Hindu, by occupation- Housewife, by nationality- Indian,  
residing at- Fartabad Sardarpara, P.O - Garia, P.S.- Sonarpur,  
Kolkata- 700084, **(6) SMT. KUHELI MONDAL**, wife of- Swapan  
Mondal, by faith Hindu, by occupation- Housewife, by nationality-  
Indian, residing at- Balia East, P.O.- Garia, P.S.- Sonarpur,  
Kolkata- 700084, **(7) SMT. KAKALI DAS**, wife of- Sri Bidyut Das,  
by faith- Hindu, by occupation- Housewife, by nationality- Indian,  
residing at Maheshtala, Dakghar, P.S. Maheshtala, Kolkata -  
700141 – all represented by their Lawful Constituted Attorney **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, 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**

**GANGULY HOME SEARCH PRIVATE LIMITED** (CTN No. ....) a Company incorporated under the Companies Act, 1956, and having its registered Office at- 167, Garia Station Road, P.O.- Garia, P.S.- Sonarpur, Kolkata- 700084 and represented by its Director **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.** Originally Ramchandra Sardar, son of- Baikuntha Sardar was the recorded owner of the land measuring about 24 decimal in R.S Dag No. 1231, 13 decimal in R.S. Dag No. 1236 & 52 decimal in R.S. Dag No. 1237 all in Mouza- Barhans Fartabad with other lands and after the death of Ramchandra Sardar his 2 (two) sons namely Nanigopal Sardar and Hiralal Sardar jointly inherited the said lands of Ramchandra Sardar and in the Revisional Settlement Record-of Rights (Parcha) the names of Nani Gopal Sardar and Hiralal Sardar have been published in respect of the said lands;
- B.** On 16.05.1967 Nanigopal Sardar and Hiralal Sardar for making equal division and demarcation of their respective shares in the said total lands executed a Deed of Partition between them, which was registered before Sub. Registrar, Sonarpur and recorded in Book No. I, Volume No. 13, Pages 146 to 155, Being No. 686, for the year 1967;
- C.** Nanigopal Sardar being the First Party and as per "Schedule-Kha" of the said Deed of Partition got the absolute ownership of the Schedule land with other lands and after the demise of Nanigopal Sardar on 21.11.1979 and that of his wife Bijan

Bala Sardar their 3 (three) sons namely Sri Subhendu Sekhar Sardar, Sri Ardhendu Sekhar Sardar, Dr. Sudhanshu Sekhar Sardar and 5 (five) daughters namely (1) Smt. Ashalata @ Durgabala Safui, wife of- Late Ashwini Kumar Sanfui, (2) Smt. Nilima Halder, wife of- Late Rabindranath Haldar, (3) Smt. Gayatri Mondal, wife of- Sri Haridas Mondal, (4) Smt. Sibani Roy, wife of- Late Rajani Bhushan Roy,(5) Smt. Gita Biswas, wife of- Dr. Kamalesh Biswas, – all 8 (eight) of them jointly inherited the share of Nanigopal Sardar;

**D.** After the demise of Dr. Sudhanshu Sekhar Sardar on 17.01.2007 and that of his wife Smt. Bimala Sardar on 20.06.2006 their 3 (three) sons namely (1) Sri Himangsu Sardar, (2) Sri Shubrangshu Sardar, (3) Sri Sitangshu Sardar and only daughter Smt. Sanghamitra Sarkar, wife of- Sri Subhachari Sarkar- all 4 (four) of them jointly inherited the undivided share of Dr. Sudhanshu Sekhar Sardar;

**E.** After the demise of Subhendu Sekhar Sardar on 02.01.2010 his wife Smt. Karunamoyee Sardar and 2 (two) daughters namely Smt. Kuheli Mondal, wife of Sri Swapan Mondal and Smt. Kakali Das, wife of Sri Bidyut Das - all 3 (three) of them jointly inherited the undivided share of Subhendu Sekhar Sardar;

**F.** Hiralal Sardar being the Second Party and as per “Schedule-Ga” of the said Deed of Partition got the ownership of the land as mentioned in the Schedule hereunder written and after the death of Hiralal Sardar on 08.03.1980 and that of his wife Anila Sardar on 27.12.2006, their 2 (two) sons namely Sri

Purnendu Sekhar Sardar, Arabinda Sekhar Sardar and 6 (six) daughters namely (1) Biva Mondal, (2) Prova Giri, (3) Sova Roy Naskar, (4) Niva Mondal, (5) Reba Sardar (6) Subhra Mondal - all 8 (eight) of them jointly inherited the said total land of Hiralal Sardar;

**G.** After the death of Arabinda Sekhar Sardar his wife Dipali Sardar and 3 (three) daughters namely (1) Mousumi Mondal, wife of Sri Arup Kumar Mondal, (2) Madhumita Haldar, wife of Sri Abhijit Haldar and (3) Mohua Mondal, wife of Sri Sujit Mondal, all 4(four) of them jointly inherited the share of land from Arabinda Sekhar Sardar;

**H.** After the death of Biva Mondal her 4 (four) sons namely (1) Ashok Kumar Mondal, (2) Shashanka Sekhar Mondal, (3) Samarendra Nath Mondal and (4) Amarendra Nath Mondal and 3 (three) daughters namely (1) Sumitra Naskar, wife of Nirmal Naskar, (2) Sabita Mondal, wife of Sri Ashok Mondal and (3) Kabita Naskar, wife of Sri Balaram Naskar - all 7(seven) of them jointly inherited the share of land from Biva Mondal;

**I.** After the death of Reba Sardar her only son Sudip Sardar solely inherited the share of land from his mother Reba Sardar;

**J.** On 17.04.2012 the aforementioned legal heirs of Arabinda Sekhar Sardar jointly sold the land measuring about 4.87 decimal alongwith their share in the common passage measuring about 0.063 decimal or 27.5 sq.ft to Samar Das (the Owner No. 1 herein) by virtue of a Deed of Conveyance

registered before A.D.S.R Sonarpur and recorded in Book No. I, C.D Volume No. 13, Pages 3676 to 3693, Being No. 4656 for the year 2012;

- K.** On 30.12.2011 Subhra Mondal and Prova Giri jointly sold the land measuring about 9.75 decimal alongwith their share in the common passage measuring about 0.126 decimal or 55 sqft to Samar Das (the Owner No. 1 herein) by virtue of a Deed of Conveyance registered before A.D.S.R Sonarpur and recorded in Book No. I, C.D Volume No. 33, Pages 3094 to 3110, Being No. 14211 for the year 2011;
- L.** On 03.06.2012 the aforementioned legal heirs of Biva Mondal jointly sold the land measuring about 4.87 decimal alongwith their share in the common passage measuring about 0.063 decimal or 27.5 sqft to Samar Das (the Owner No. 1 herein) by virtue of a Deed of Conveyance registered before A.D.S.R Sonarpur and recorded in Book No. I, C.D Volume No. 21, Pages 4154 to 4172, Being No. 7566 for the year 2012;
- M.** On 19.04.2012 Sudip Sardar (the only legal heir of Reba Sardar) sold the land measuring about 4.87 decimal alongwith his share in the common passage measuring about 0.063 decimal or 27.5 sq.ft to Samar Das (the Owner No. 1 herein) by virtue of a Deed of Conveyance registered before A.D.S.R Sonarpur and recorded in Book No. I, C.D Volume No. 14, Pages 5433 to 5448, Being No. 5010 for the year 2012;
- N.** On 16.01.2011 Sova Naskar and Niva Mondal jointly sold the land measuring about 9.75 decimal alongwith their share in

the common passage measuring about 0.126 decimal or 55 sq.ft to Samar Das (the Owner No. 1 herein) by virtue of a Deed of Conveyance registered before A.D.S.R Sonarpur and recorded in Book No. I, C.D Volume No. 1, Pages 6702 to 6719, Being No. 404 for the year 2012;

**O.** On 09.11.2012 Sitangshu Sardar, son of Late Sudhangshu Sardar sold the land measuring about 3 cottahs 5 chittacks 5 sq.ft. or 5.5 decimal alongwith his share in the common passage measuring about 0.03 decimal or 13.59 sq.ft to Samar Das (the Owner No. 1 herein) by virtue of a Deed of Conveyance registered before A.D.S.R Sonarpur and recorded in Book No. I, C.D Volume No. 36, Pages 1110 to 1129, Being No. 13618 for the year 2012;

**P.** On 06.11.2012 Gita Biswas, wife of Kamalesh Biswas sold the land measuring about 5.25 decimal alongwith her share in the common passage measuring about 0.062 decimal or 27.22 sq. ft. to Samar Das (the Owner No. 1 herein) by virtue of a Deed of Conveyance registered before A.D.S.R Sonarpur and recorded in Book No. I, C.D Volume No. 35, Pages 6585 to 6601, Being No. 13440 for the year 2012, which includes 3.125 decimal of land and 27.22 sq. ft. share of the common passage comprising of R.S. Dag No. 1237 & 1237/1903 which is the subject matter of this Development Agreement and the balance 2.125 decimal of land out of 5.25 decimal land comprises of R.S. Dag No. 3064 & 3065 which is not the subject matter of this Development Agreement;

**Q.** On 04.12.2013 Sanghamitra Sarkar, wife of Shubochari

Sarkar sold the land measuring about 5.3 decimal alongwith her share in the common passage measuring about 0.04 decimal or 16.98 sq.ft. to Samar Das (the Owner No. 1 herein) by virtue of a Deed of Conveyance registered before A.D.S.R Sonarpur and recorded in Book No. I, C.D Volume No. 28, Pages 1697 to 1720, Being No. 12538 for the year 2013;

**R.** On 12.04.2013 the aforementioned 4 (four) daughters of Nani Gopal Sardar (except Gita Biswas) jointly sold the land measuring about 6 chittacks or 0.625 decimal as their share of land in the common passage to Samar Das (the Owner No. 1 herein) by virtue of a Deed of Conveyance registered before A.D.S.R Sonarpur and recorded in Book No. I, C.D Volume No. 10, Pages 7676 to 7696, Being No. 4530 for the year 2013;

**S.** Thus by virtue of the aforementioned Deeds of Conveyance, Samar Das (the Owner No. 1 herein) became the owner of the entire land measuring about 49.875 decimal equivalent to 30 cottahs 2 chittacks 36 sq. ft. in R.S Dag No. 1231, 1236, 1237 and 1237/1903 under R.S Khatian No. 511, 1792 and 1737, all under Mouza- Barhans Fartabad out of the property morefully described in the First Schedule written herein below and after purchasing the said land and while enjoying the ownership of the same Samar Das (the Owner No. 1 herein) entered into a Development Agreement with Ganguly Home Search Private Limited (the Promoter herein) for development of his said land measuring about 49.875 decimal equivalent to 30 cottahs 2 chittacks 36 sq. ft., the said Development



Agreement was registered on 18.09.2014 before A.D.S.R. Sonarpur and recorded in Book No. I, C.D Volume No. 20, Pages 5683 to 5723, Being No. 9742 for the year 2014 and for smooth running of the construction work Samar Das (the Owner No. 1 herein) executed a Power of Attorney in favour of Amit Ganguly which was registered on 18.09.2014 before A.D.S.R. Sonarpur and recorded in Book No. I, C.D Volume No. 20, Pages 5663 to 5682, Being No. 9743 for the year 2014;

- T.** Originally Ramchandra Sardar, son of- Baikuntha Sardar was the recorded owner of the land in R.S. Dag No. 1231, 1236 & 1237 all in Mouza- Barhans Fartabad with other lands and after the death of Ramchandra Sardar his 2 (two) sons namely Nanigopal Sardar and Hiralal Sardar jointly inherited the said lands of Ramchandra Sardar and thereafter on 16.05.1967 Nanigopal Sardar and Hiralal Sardar for making proper division and demarcation of their respective shares in the said lands of Ramchandra Sardar executed a Deed of Partition between them, which was registered before Sub. Registrar, Sonarpur and recorded in Book No. I, Volume No. 13, Pages 146 to 155, Being No. 686, for the year 1967;
- U.** Hiralal Sardar being the Second Party and as per "Schedule-Ga" of the said Deed of Partition got the absolute ownership of the land measuring about 7 decimal in R.S. Dag No. 1231, R.S. Khatian No. 1792, 6 decimal in R.S. Dag No. 1236, R.S. Khatian No. 1792, 1737, 26 decimal in R.S. Dag No. 1237, R.S. Khatian No. 511 alongwith other lands and 1.25 decimal

of land as common area (out of which 0.75 decimal of land in R.S. Dag No. 1231 & 0.5 decimal of land in R.S. Dag No. 1237) and after the death of Hiralal Sardar on 08.03.1980 and that of his wife Anila Sardar on 27.12.2006, their 2 (two) sons namely Sri Purnendu Sekhar Sardar, Arabinda Sekhar Sardar and 6 (six) daughters namely (1) Biva Mondal, (2) Prova Giri, (3) Sova Roy Naskar, (4) Niva Mondal, (5) Reba Sardar (6) Subhra Mondal - all 8 (eight) of them jointly inherited the said land total measuring about 39 decimal along with common area of 1.25 decimal and each of them became the joint owner of the undivided  $\frac{1}{8}$ <sup>th</sup> share of the said total land of (39+1.25) decimal = 40.25 decimal, i.e. each of them became the joint undivided owner of 5.03 decimal of land;

**V.** Thus by virtue of Law of Inheritance under the provisions of Hindu Succession Act, 1956, Purnendu Sekhar Sardar became the joint owner of the undivided  $\frac{1}{8}$ <sup>th</sup> share of the said land of 40.25 decimal, i.e. 5.03 decimal of land and thereafter on 14.02.2013, Purnendu Sekhar Sardar sold the said land measuring about 5.03 decimal to Tapash Bhaduri (the Owner No. 2 herein), by virtue of a Deed of Conveyance registered before A.D.S.R Sonarpur and recorded in Book No. I, C.D Volume No. 7, Pages 5075 to 5087, Being No. 2518, for the year 2013;

**W.** Thus by virtue of the aforementioned Deed of Conveyance, Tapash Bhaduri (the Owner No. 2 herein) became the owner of the land measuring about 5.03 decimal in R.S Dag No. 1231,

1236 and 1237, under R.S Khatian No. 511, 1792 and 1737, all under Mouza- Barhans Fartabad out of the property morefully described in the First Schedule written herein below and after purchasing the said land and while enjoying the ownership of the same Tapash Bhaduri (the Owner No. 2 herein) entered into a Development Agreement with Ganguly Home Search Private Limited (the Promoter herein) for development of his said land measuring about 5.03 decimal, the said Development Agreement was registered on 27.04.2017 before A.D.S.R. Garia and recorded in Book No. I, C.D Volume No. 1629-2017, Pages 31990 to 32014, Being No. 1387 for the year 2017 and for smooth running of the construction work Tapash Bhaduri (the Owner No. 2 herein) executed a Power of Attorney in favour of Amit Ganguly which was registered on 27.04.2017 before A.D.S.R. Garia and recorded in Book No. I, C.D Volume No. 1629-2017, Pages 33487 to 33507, Being No. 1388 for the year 2017;

**X.** The K.P construction, a proprietorship firm, having its office at Vivekananda Complex, N.S Road, P.O.-Narendrapur, P.S.- Sonarpur, Kolkata-700103, being represented by its Sole Proprietor SRI SAMAR DAS, son of Late Phanindra Nath Das, residing at 316, N.S. Road, P.O.- Narendrapur, P.S.- Sonarpur, Kolkata- 700103 herein is the joint owner of the property having more or less 49.875 decimal land and the Owners No. 3 to 7 herein are the joint owners of the property measuring 21.96 decimal land;

**Y.** Originally Ramchandra Sardar, son of- Baikuntha Sardar was

the recorded owner of the land measuring about 24 decimal in R.S Dag No. 1231, 13 decimal in R.S. Dag No. 1236 & 52 decimal in R.S. Dag No. 1237 all in Mouza- Barhans Fartabad with other lands and after the death of Ramchandra Sardar his 2 (two) sons namely Nanigopal Sardar and Hiralal Sardar jointly inherited the said lands of Ramchandra Sardar and in the Revisional Settlement Record-of Rights (Parcha) the names of Nani Gopal Sardar and Hiralal Sardar have been published in respect of the said lands;

**Z.** On 16.05.1967 Nanigopal Sardar and Hiralal Sardar for making equal division and demarcation of their respective shares in the land mentioned hereunder with other lands executed a Deed of Partition between them, which was registered before Sub. Registrar, Sonarpur and recorded in Book No. I, Volume No. 13, Pages 146 to 155, Being No. 686, for the year 1967;

**AA.** Nanigopal Sardar being the First Party and as per "Schedule- Kha" of the said Deed of Partition got the absolute ownership of the Schedule land with other lands and after the demise of Nanigopal Sardar on 21.11.1979 and that of his wife Bijan Bala Sardar their 3 (three) sons namely Sri Subhendu Sekhar Sardar, Sri Ardhendu Sekhar Sardar, Dr. Sudhanshu Sekhar Sardar and 5 (five) daughters namely (1) Smt. Ashalata @ Durgabala Safui, wife of- Late Ashwini Kumar Sanfui, (2) Smt. Nilima Halder, wife of- Late Rabindranath Haldar, (3) Smt. Gayatri Mondal, wife of- Sri Haridas Mondal, (4) Smt. Sibani Roy, wife of- Late Rajani

Bhushan Roy, (5) Smt. Gita Biswas, wife of- Dr. Kamalesh Biswas, - all 8 (eight) of them jointly inherited the share of Nanigopal Sardar;

**BB.** After the demise of Dr. Sudhanshu Sekhar Sardar on 17.01.2007 and that of his wife Smt. Bimala Sardar on 20.06.2006 their 3 (three) sons namely (1) Sri Himangsu Sardar, (2) Sri Shubrangshu Sardar, (3) Sri Sitangshu Sardar and only daughter Smt. Sanghamitra Sarkar, wife of- Sri Subhachari Sarkar- all 4 (four) of them jointly inherited the undivided share of Dr. Sudhanshu Sekhar Sardar;

**CC.** After the demise of Subhendu Sekhar Sardar on 02.01.2010 his wife Smt. Karunamoyee Sardar and 2 (two) daughters namely Smt. Kuheli Mondal, wife of Sri Swapan Mondal and Smt. Kakali Das, wife of Sri Bidyut Das - all 3 (three) of them jointly inherited the undivided share of Subhendu Sekhar Sardar;

**DD.** Hiralal Sardar being the Second Party and as per "Schedule- Ga" of the said Deed of Partition got the ownership of the land as mentioned in the Schedule hereunder written and after the death of Hiralal Sardar on 08.03.1980 and that of his wife Anila Sardar on 27.12.2006, their 2 (two) sons namely Sri Purnendu Sekhar Sardar, Arabinda Sekhar Sardar and 6 (six) daughters namely (1) Biva Mondal, (2) Prova Giri, (3) Sova Roy Naskar, (4) Niva Mondal, (5) Reba Sardar (6) Subhra Mondal - all 8 (eight) of them jointly inherited the said total land of Hiralal Sardar;

**EE.** After the death of Arabinda Sekhar Sardar his wife

Dipali Sardar and 3 (three) daughters namely (1) Mousumi Mondal, wife of Sri Arup Kumar Mondal, (2) Madhumita Haidar, wife of Sri Abhijit Haidar and (3) Mohua Mondal, wife of Sri Sujit Mondal, all 4(four) of them jointly inherited the share of land from Arabinda Sekhar Sardar;

**FF.** After the death of Biva Mondal her 4 (four) sons namely (1) Ashok Kumar Mondal, (2) Shashanka Sekhar Mondal, (3) Samarendra Nath Mondal and (4) Amarendra Nath Mondal and 3(three) daughters namely (1) Sumitra Naskar, wife of Nirmal Naskar, (2) Sabita Mondal, wife of Sri Ashok Mondal and (3) Kabita Naskar, wife of Sri Balaram Naskar all 7(seven) of them jointly inherited the share of land from Biva Mondal;

**GG.** After the death of Reba Sardar her only son Sudip Sardar solely inherited the share of land from his mother Reba Sardar;

**HH.** In view of the aforementioned Partition Deed dated 16.05.1967 being Deed No. 686 of 1967 Nanigopal Sardar had half share in the 01 decimal land earmarked as common passage in C.S. Dag No. 1237 and in 1.5 decimal land earmarked as common passage in R.S. Dag No. 1231;

**II.** The aforementioned legal heirs of Nanigopal Sardar and his wife namely Bijanbala Sardar, Nanigopal Sardar's half share in the said 01 decimal land earmarked as common passage in C.S. Dag No. 1237 and in the 1.5 decimal land earmarked as common passage in R.S. Dag No. 1231, each of the three sons and five daughters acquired 1/16th share. As aforementioned Ardhendu Sekhar Sardar who is one of the sons of Nanigopal

Sardar acquired in 01 decimal passage land of C.S. Dag No. 1237, 27.18 sq. ft. land and in 1.5 decimal passage land of R.S. Dag no. 1231, 40.78 sq. ft. land by way of inheritance from Nanigopal Sardar since deceased. Thus Ardhendu Sekhar Sardar became the owner to the extent of 27.18 sq. ft land in the 01 decimal passage land of C.S. Dag no. 1237 and 40.78 sq. ft. land in the 1.5 decimal passage land of R.S. Dag No. 1231.

**JJ.** A partition took place in respect of other joint properties belonging to the heirs of Hiralal Sardar and Nanigopal Sardar including the 11 decimal land of R.S. Dag No. 1236 (though erroneously written as 13 decimal land) and the same was the subject matter of partition amongst the heirs of Hiralal Sardar and Nanigopal Sardar in the partition deed dated 02.07.1984 being deed no. 9183 of 1984. By that partition deed 11 decimal land of R.S. Dag No. 1236 which was allotted to Nanigopal Sardar by the Partition Deed no. 686 of 1967 and which was inherited by all the heirs of Nanigopal Sardar after the demise of Nanigopal Sardar was re-allotted only in favour of Bimala Sardar, Himangshu Sardar, Shubrangshu Sardar and Sitangshu Sardar, the heirs of Sudhangshu Sekhar Sardar, one of the sons of Nanigopal Sardar. Though 11 decimal land of R.S. Dag No. 1236 was in the allotment of Nanigopal Sardar, as a result of the Partition Deed dated 02.07.1984 being deed no. 9183 of 1984 registered at D.R. Alipore, Ardhendu Sekhar Sardar, the Owner no. 3 herein did not acquire any interest in the property of R.S. Dag No. 1236.

**KK.** In view of the partition being Deed No. 686 of 1967 each of Nanigopal Sardar's heirs after demise of Bijan Bala Sardar wife of Nanigopal Sardar acquired 1/8th share in 25 decimal land of C.S. Dag No. 1237 i.e. 3.125 decimal land each, and 1/8th share in the 10 decimal land of R.S. Dag No. 1231 i.e., 1.250 decimal land each. Thus Ardhendu Sekhar Sardar, the Owner no. 3 herein acquired 3.125 decimal land in C.S. Dag No. 1237 and 1.25 decimal land in R.S. Dag No. 1231 which was inherited by Ardhendu Sekhar Sardar on the demise of Nanigopal Sardar. Thus by way of inheritance Ardhendu Sekhar Sardar the Owner no. 3 herein acquired 3.125 decimal land in C.S. Dag No. 1237 and 1.25 decimal land in R.S. Dag No. 1231.

**LL.** Shubrangshu Sardar, Sitangshu Sardar and Sanghamitra Sarkar transferred 1 cottah 15 chittacks 22 sq. ft. or 3.25 decimal land in C.S. Dag No. 1237 in favour of Ardhendu Sekhar Sardar, the Owner no. 3 herein by the Gift Deed dated 10.03.2012 being Deed no. 4350 of 2012 registered at A.D.S.R. Sonarpur. Again Ashalata @ Durgabala Safui, Nilima Haider, Gayatri Mondal and Sibani Roy transferred 02 cottahs 08 chittacks 17 sq. ft. or 4.17 decimal land in C.S. Dag no. 1237 and 01 cottah 07 sq. ft. or 1.67 decimal land in R.S. Dag No. 1231 in favour of Ardhendu Sekhar Sardar, the Owner no. 3 herein by the Gift Deed dated 10.03.2012 being deed no. 3668 of 2012 registered at A.D.S.R. Sonarpur;

**MM.** As a result of the aforementioned transfers and by way



of inheritance in C.S. Dag no. 1237 Ardhendu Sekhar Sardar, the Owner no. 3 herein acquired total 10.545 decimal land and in R.S. Dag No. 1231 the Owner no. 3 herein acquired 2.92 decimal land in addition to 27.18 sq. ft. land in 01 decimal passage land of C.S. Dag no. 1237 and 40.78 sq. ft land in the 15 decimal passage land of R.S. Dag No. 1231;

**NN.** The after the demise of Nanigopal Sardar and his wife namely Bijanbala Sardar, Nanigopal Sardar's half share in the said 01 decimal land earmarked as common passage in C.S. Dag No. 1237 and in the 1.5 decimal land earmarked as common passage in R.S. Dag No. 1231, each of the three sons and five daughters acquired 1/16th share. Sudhanshu Sekhar Sardar died leaving behind his wife Bimala Sardar and three sons Shubrangshu Sardar, Himangshu Sardar, Sitangshu Sardar and only daughter Sanghamitra Sarkar. Thus on the demise of Bimala Sardar on 20.06.2006 in the 01 decimal passage of C.S. Dag No. 1237 Shubrangshu Sardar, the Owner no. 4 herein in 1/64th share acquired 6.79 Sq. ft. and in 1.5 decimal passage land of R.S. Dag No. 1231 the said Owner no. 4 acquired in 1764th share 10.19 Sq. ft.

**OO.** A partition took place in respect of other joint properties belonging to the heirs of Hiralal Sardar and Nanigopal Sardar including the 11 decimal land of R.S. Dag No. 1236 (though erroneously written as 13 decimal land) and the same was the subject matter of partition amongst the heirs of Hiralal Sardar and Nanigopal Sardar in the partition deed dated 02.07.1984 being Deed no. 9183 of 1984. By that partition deed 11

decimal land of R.S. Dag No. 1236 which was allotted to Nanigopal Sardar by the partition deed no. 686 of 1967 and which was inherited by all the heirs of Nanigopal Sardar after the demise of Nanigopal Sardar was re-allotted only in favour of Bimala Sardar, Himangshu Sardar, Shubrangshu Sardar and Sitangshu Sardar, the heirs of Sudhangshu Sardar, one of the sons of Nanigopal Sardar. Though in the said partition deed dated 02.07.1984 being deed no. 9183 of 1984, Sanghamitra Sarkar was not a party, in the subsequent suit being Title Suit No. 27 of 2004 before the Ld. Civil Judge (Sr. Div.) at Baruipur, Sanghamitra Sarkar was a party and Sanghamitra Sarkar admitted the earlier partition deed dated 02.07.1984 being deed no. 9183 of 1984;

**PP.** A partition deed took place dated 31.12.1986 being deed no. 6 of 1987 whereby said 11 decimal land of R.S. Dag No. 1236 became the subject matter of partition between Bimala Sardar, Himangshu Sardar, Shubrangshu Sardar and Sitangshu Sardar. Subsequently, Sitangshu Sardar filed Title Suit No. 27 of 2004 on a claim that on the strength of the partition deed dated 02.07.1984 Sitangshu Sardar acquired 1/4th share in 11 decimal land of R.S. Dag No. 1236 and as one of the four heirs and legal representatives of Bimala Sardar acquired 1/16th Share. In the said Title Suit No. 27 of 2004, Himangshu Sardar, Shubrangshu Sardar and Sanghamitra Sarkar were defendants and the Ld. Court declared 5/16th share of each of Himangshu Sardar, Sitangshu Sardar and Shubrangshu Sardar and 1/16th share

of Sanghamitra Sarkar. Thus by way of inheritance, partition deed dated 02.07.1984 being deed no. 9183 of 1984 followed by the judgment and decree of Title Suit No. 27 of 2004 passed by the Ld. Civil Judge (Sr. Div.) at Baruipur, the Owner no. 2 herein acquired 3.4375 decimal land in R.S. Dag No. 1236;

**QQ.** In view of the partition deed being no. 686 of 1967 each of Nanigopal Sardar's heirs after demise of Bijan Bala Sardar wife of Nanigopal Sardar acquired 1/8th share in 25 decimal land of C.S. Dag No. 1237 i.e. 3.125 decimal land each, and 1/8th share in the 10 decimal land of R.S. Dag No. 1231 i.e. 1.250 decimal land each. Thus by way of inheritance the Owner no. 4 herein acquired 0.78125 decimal land in C.S. Dag No. 1237 and 0.3125 decimal land in R.S. Dag No. 1231;

**RR.** Karunamoyee Sardar, Kuheli Mondal and Kakali Das who jointly had 3.125 decimal land in C.S. Dag No. 1237 transferred 1.32 decimal land in favour of Sitangshu Sardar, Sanghamitra Sarkar and Shubrangshu Sardar the Owner no. 4 herein by the Gift Deed dated 10.03.2012 being deed no. 4351 of 2012 registered at A.D.S.R. Sonarpur. Again Ashalata @ Durgabala Safui, Nilima Haider, Gayatri Mondal and Sibani Roy each of whom had 3.125 decimal land in C.S. Dag No. 1237 and 1.25 decimal land in R.S. Dag No. 1231 by way of inheritance from Nanigopal Sardar, since deceased jointly transferred 4.17 decimal land in C.S. Dag No. 1237 and 1.67 decimal land in R.S. Dag No. 1231 in favour of Sitangshu Sardar, Sanghamitra Sarkar and Shubrangshu Sardar the

Owner no. 4 herein by the registered Gift Deed dated 10.03.2012 being deed no. 3670 of 2012 registered at A.D.S.R. Sonarpur. Again Himangshu Sardar who had 0.78125 decimal land in C.S. Dag No. 1237 and 0.3125 decimal land in R.S. Dag No. 1231 by way of inheritance from Sudhanshu Sekhar Sardar, son of Nanigopal Sardar transferred 0.78 decimal land in C.S. Dag No. 1237 and 0.31 decimal land in R.S. Dag No. 1231. In favour of Sitangshu Sardar, Sanghamitra Sarkar and Shubrangshu Sardar the Owner no. 4 herein by the registered gift deed dated 10.03.2012 being deed no. 3673 of 2012 registered at A.D.S.R. Sonarpur. Again Himangshu Sardar who had 3.4375 decimal of land in R.S. Dag No. 1236 by way of the partition deed dated 02.07.1984 being Deed no. 9183 of 1984 and judgment and decree of T.S. No. 27 of 2004 transferred 1.95 decimal land in R.S. Dag No. 1236 in favour of Sanghamitra Sarkar and Shubrangshu Sardar the Owner no. 4 herein by the registered gift deed dated 10.03.2012 being deed no. 4348 of 2012 registered at A.D.S.R. Sonarpur. Subsequently Sanghamitra Sarkar and Shubrangshu Sardar the Owner no. 4 herein along with Sitangshu Sardar transferred 3.25 decimal land in C.S. Dag No. 1237 in favour of Ardhendu Sekhar Sardar by the registered gift deed dated 10.03.2012 being deed no. 4350 of 2012. Again Shubrangshu Sardar the Owner no. 4 and Sitangshu Sardar jointly transferred 1.83 decimal land in C.S. Dag No. 1237 in favour of Sanghamitra Sarkar by the registered gift deed dated 10.03.2012 being

deed no. 4354 of 2012 registered at A.D.S.R, Sonarpur;

**SS.** In view of the aforementioned transfers the Owner no. 4 herein acquired 0.865 decimal land in C.S. Dag No. 1237, 4.4125 decimal land in R.S. Dag No. 1236 and 0.97 decimal land in R.S. Dag No. 1231, total being 6.2475 decimal of land in the said three dags and in the 01 decimal passage land of C.S. Dag No. 1237, 6.79 sq. ft. land and in the decimal passage land of R.S. Dag No. 1231, 10.19 Sq. ft. land;

**TT.** After the demise of Nanigopal Sardar and his wife namely Bijanbala Sardar, Nanigopal Sardar's half share in the said 01 decimal land earmarked as common passage in C.S. Dag No. 1237 and in the 1.5 decimal land earmarked as common passage in R.S. Dag No. 1231, each of the three sons and five daughters acquired 1/16th share. Subhendu Sekhar Sardar died leaving behind the Owners nos. 5, 6 and 7 herein as his legal heirs and representatives. Thus on the demise of Subhendu Sekhar Sardar, in the 01 decimal passage land of C.S. Dag No. 1237, the Owner nos. 5, 6 and 7 herein jointly acquired 27.18 sq. ft. land and in 1.5 decimal passage land of R.S. Dag No. 1231, they jointly acquired 40.78 sq. ft. land;

**UU.** A partition took place in respect of other joint properties belonging to the heirs of Hiralal Sardar and Nanigopal Sardar including the 11 decimal land of R.S. Dag No. 1236 (though erroneously written as 13 decimal land) and the same was the subject matter of partition amongst the heirs of Hiralal Sardar and Nanigopal Sardar in the partition deed dated 02.07.1984 being deed no. 9183 of 1984. By that partition deed 11

decimal land of R.S. Dag No. 1236 which was allotted to Nanigopal Sardar by the partition deed no. 686 of 1967 and which was inherited by all the heirs of Nanigopal Sardar after the demise of Nanigopal Sardar was re-allotted only in favour of Bimala Sardar, Himangshu Sardar, Shubrangshu Sardar and Sitangshu Sardar, the heirs of Sudhangshu Sekhar Sardar, one of the sons of Nanigopal. Though 11 decimal land of R.S. Dag No. 1236 was in the allotment of Nanigopal Sardar, as a result of the partition deed dated 02.07.1884 being deed no. 9183 of 1984 registered at D.R. Alipore, Subhendu Sekhar Sardar the predecessor in interest of the Owner nos. 5, 6 and 7 herein did not acquire any interest in the property of R.S. Dag No. 1236;

**VV.** In view of the partition being deed No. 686 of 1967 each of Nanigopal Sardar's heirs after demise of Bijan Bala Sardar acquired 1/8th share in 25 decimal land of C.S. Dag No. 1237 i.e. 3.125 decimal land each, and 1/8th share in the 10 decimal land of R.S. Dag No. 1231 i.e. 1.250 decimal land each. Thus, Shubhendu Sekhar Sardar, the predecessor-in-interest of the Owner nos. 5, 6 and 7 herein acquired 3.125 decimal land in C.S. Dag No. 1237 and 1.25 decimal land in R.S. Dag No. 1231 which was inherited by them after the demise of Shubhendu Sekhar Sardar. Thus by way of inheritance the Owner nos. 5, 6 and 7 herein acquired 3.125 decimal land in C.S. Dag No. 1237 and 1.25 decimal land in R.S. Dag No. 1231;

**WW.** The Owner nos. 5, 6 and 7 herein jointly transferred

1.32 decimal land in C.S. Dag No. 1237 in favour of Subhrangshu Sardar, Sitangshu Sardar and Sanghamitra Sarkar by the Gift Deed dated 10.03.2012 being deed no. 4351 of 2012 registered at A.D.S.R. Sonarpur. Again Ashalata @ Durgabala Safui, Nilima Haider, Gayatri Mondal and Sibani Roy transferred 1.67 decimal land in R.S. Dag No. 1231 and 4.17 decimal land in C.S. Dag No. 1237 in favour of the Owner nos. 5, 6 and 7 herein by the registered gift deed dated 10.03.2012 being Deed no. 3672 of 2012 registered at A.D.S.R. Sonarpur;

**XX.** As a result of the aforementioned transfers in C.S. Dag No. 1237 the Owner nos. 5, 6 and 7 herein jointly acquired 5.975 decimal and in R.S. Dag No. 1231 the Owner nos. 5, 6 and 7 herein jointly acquired 2.92 decimal land in addition to 27.18 sq. ft land in the 01 decimal passage land of C.S. Dag No. 1237 and 40.78 Sq. ft. land in the 1.5 decimal passage land of R.S. Dag No. 1231;

**YY.** On 22.05.2013 Sri Ardhendu Sekhar Sardar, Sri Shubrangshu Sardar, Smt. Karunamoyee Sardar, Smt. Kuheli Mondal, Smt. Kakali Das (all being the Owners No. 3 to 7 herein) jointly entered into a Development Agreement with K.P.CONSTRUCTION (the Promoter therein) for the purpose of construction of a multi-storied building on the land measuring about 21.96 decimal, the said Development Agreement was registered before A.D.S.R. Sonarpur and recorded in Book No. I, C.D Volume No. 15, Pages 1529 to 1575, Being No. 6368 for the year 2013 and for smooth

running of the construction work the Owners No. 3 to 7 herein executed a Power of Attorney in favour of Samar Das the sole proprietor of K.P construction which was registered on 22.05.2013 before A.D.S.R. Sonarpur and recorded in Book No. I, C.D Volume No. 15, Pages 1515 to 1528, Being No. 6369, for the year 2013;

**ZZ.** Under the terms and conditions of the said development agreement dated 22/05/2013 being deed no 6368 of 2013, the Promoter K.P construction, a proprietorship firm, is under obligation to allot the Owners No. 3 to 7 herein as per the owners' allocation in the said agreement;

**AAA.** Samar Das, Sole Proprietor of K.P. Construction due to his personal reasons has decided to refrain from the construction of the multistoried building on the said land measuring about 21.96 decimal at his own expertise;

**BBB.** For the construction of a multistoried building on his purchased land measuring more or less 49.875 decimal, K.P construction, a proprietorship firm represented by its sole proprietor Sri Samar Das has entered into a Development Agreement dated 18/09/2014 being deed no. 9742 of 2014 registered in the office of A.D.S.R. Sonarpur with the Promoter herein. But in view of the fact that as the said land measuring about 21.96 decimal is not demarcated and partitioned by metes and bounds to the extent of 49.875 decimal land of K.P construction, a proprietorship firm, having its office at Vivekananda Complex, N.S Road, P.O.- Narendrapur, P.S- Sonarpur, Kolkata- 700103, being



represented by its sole proprietor SRI SAMAR DAS and 21.96 decimal land of the Owners No. 3 to 7 herein, it is not possible to construct a multistoried building only on that 49.875 decimal land of K.P construction, by the Promoter herein;

**CCC.** To overcome this difficulties, the Promoter herein requested K.P construction, a proprietorship firm, to construct the multistoried building on the First schedule property jointly with the Promoter under a single sanctioned plan wherein the status of K.P construction, will be that of Owner in respect of 49.875 decimal land and the status of K.P. construction, a proprietorship firm, will be that of Promoter in respect of 21.96 decimal land out of the First schedule property.

**DDD.** Principally accepting the said proposal of the Promoter herein, K.P construction, a proprietorship firm, duly signed the necessary building plan for sanction by the appropriate authority as the Lawful Constituted Attorney of the Owners No. 3 to 7 herein and accordingly the building plan No. 312/CB/28/35 dated 31.03.2017 was duly sanctioned from Rajpur Sonarpur Municipality;

**EEE.** K.P construction, a proprietorship firm, having financial difficulties in joining with the Promoter herein in the construction of the multistoried building pursuant to the sanctioned building plan in respect of 21.96 decimal land belonging to the Owners No. 3 to 7 herein out of the First schedule property and K.P construction, a proprietorship

firm, requested the Promoter herein to construct the entire multistoried building including 21.96 decimal land of the Owners No. 3 to 7 herein pursuant to the sanctioned building plan dated 31.03.2017 at their own cost and the Promoter herein will handover the flats and car parking spaces which K.P construction, a proprietorship firm, is under obligation to deliver to the Owners No. 3 to 7 herein pursuant to the Development Agreement dated 22/05/2013 being Deed no. 6368 of 2013 to K.P construction, a proprietorship firm, who will deliver those to the Owners No. 3 to 7 herein as Owners allocation of the said Development Agreement dated 22/05/2013 being deed no 6368 of 2013 on the said 21.96 decimal land belonging to the Owners No. 3 to 7 herein;

**FFF.** The Promoter herein agreed to the aforementioned proposal of K.P. construction, a proprietorship firm;

**GGG.** In the meeting held on 12.10.2017 before the Chairman, Rajpur Sonarpur Municipality the Owners No. 3 to 7 herein learnt about the Nomination Agreement dated 23.01.2017 executed by and between the Owners No. 3 to 7 herein who are the Owners therein being represented by their Lawful Constituted Attorney Samar Das, who is the Promoter therein and sole Proprietor of K.P. construction;

**HHH.** Learning about the aforementioned Nomination Agreement dated 23.01.2017 the Owners No. 3 to 7 herein found that it is convenient for all the parties concerned to enter into a Development Agreement with the Promoter herein treating the Nomination Agreement dated 23.01.2017, the

registered Development Agreement dated 22.05.2013 being deed no. 6368 of 2013 and the registered General Power of Attorney dated 22.05.2013 being deed no.6369 of 2013 as ineffective with the clear undertaking that the Owners No. 3 to 7 herein will not demand any flat or car parking space from K.P. construction pursuant to the said Development Agreement dated 22.05.2013 being Deed no. 6368 of 2013 and consequently Samar Das as the constituted attorney of the Owners No. 3 to 7 herein will not claim any flat, car parking space from the Promoter herein on the strength of the Nomination Agreement dated 23.01.2017;

**III.** On 06.11.2017 Sri Ardhendu Sekhar Sardar, Sri Shubrangshu Sardar, Smt. Karunamoyee Sardar, Smt. Kuheli Mondal, Smt. Kakali Das (all being the Owners No. 3 to 7 herein) jointly entered into a Development Agreement with the Promoter herein in respect of the land measuring about 21.96 decimal out of the property morefully described in the First Schedule written herein below, the said Development Agreement was registered before A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2017, Pages 109656 to 109706, Being No. 4198 for the year 2017 and for smooth running of the construction work the Owners No. 3 to 7 herein executed a Power of Attorney in favour of Amit Ganguly which was registered on 06.11.2017 before A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2017, Pages 109102 to 109140, Being No. 4207, for the year 2017;

**JJJ.** 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 First Schedule hereunder of the said multi-storied multi-use residential building/complex known as "4-SIGHT GREEN LEAF" at Holding No. 684, Paschim Mahamayapur on the said land at its own costs and expenses;

**KKK.** 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 Green Leaf" 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 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 Green Leaf" 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 use 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 charges 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 Allottee 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 Allottee 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 Allottee 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 Allottee 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 Allottee 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 Allottee 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 rakes, broken materials etc. in the common area or the common lobby.
- ix.** Not to fix or change the Air-conditioner on any other place other than the place designated for the same.
- x.** Not to put any different colour lights in balcony other than the predefined one for the purpose of harmony of elevation.
- xi.** Not to cover the balcony with the grill in order to maintain elevation harmony.
- xii.** Not to keep door mats in front of the flat door.
- xiii.** Not to use the car-parking area for any other purpose.
- xiv.** Not to hinder the dependent car parking owners in moving their cars and to cooperate them as and when required and keep the car keys with the common security guards for smooth movement of the cars.
- xv.** Not to engage any unregistered electrician or plumber for any common electrical or plumbing work.
- xvi.** Not to disturb the “Ganguly Group” signage which will remain forever on the top of the terrace to be maintained by “Ganguly Group” at it’s own cost.
- xvii.** Not to obstruct in any manner the 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 Owners.
- 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.

**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 Owners 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 Owners 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 77 (seventy seven) decimal or 2 (two) bighas 6 (six) cottahs 9 (nine) chittacks 16 (sixteen) sq. ft. be the same a little more or less in R.S Dag No. 1231, 1236, 1237 and 1237/1903 under R.S Khatian No. 511, 1792 and 1737 all under Mouza- Barhans Fartabad, J.L. No. 47, Holding No. 684, Paschim Mahamayapur, Police Station- Sonarpur, Sub-Registry Office- Garia, under Ward No.- 28 of Rajpur Sonarpur

Municipality in the District – 24 Parganas (South, and butted and bounded in the following manner :-

**ON THE NORTH** : By 24 feet wide public road;

**ON THE SOUTH** : By R.S. Dag No. 1356;

**ON THE EAST** : By R.S. Dag No. 1231 (P), 1232 & 1233;

**ON THE WEST** : By R.S. Dag No. 1242, 1355;

**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 Green Leaf”** 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.

**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.

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**Signature of the Owners**

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**Signature of the Promoter**

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**Signature of the Allottee**

**MEMO OF CONSIDERATION**

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

| <b>Cheque No.</b> | <b>Bank</b> | <b>Date</b> | <b>Amount</b> |
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**WITNESSES :**

1.

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**Signature of the Promoter**

2.

Drafted by -