

SALE DEED

THIS SALE DEED is made on the day of **November, 2018**
(Two Thousand Eighteen) **BETWEEN** (1) **SRI ASHIM KUMAR**
BHATTACHARYA (2) **SRI ALOKE KUMAR BHATTACHARYA** both
sons of- Late Jyoti Kumar Bhattacharya, (3) **SMT. REBA**
BHATTACHARYA wife of- Late Ajoy Krishna Bhattacharya, (4) **SRI**
ARINDAM BHATTACHARYA (5) **SRI ANINDYA BHATTACHARYA**
both No. 4 & No. 5 sons of- Late Ajoy Krishna Bhattacharya, (6)
SRI DIPAK NATH BHATTACHARYA (7) **SRI NILMONI KRISHNA**
BHATTACHARYA (8) **SRI DHRUBA KRISHNA BHATTACHARYA** (9)
SRI KRISHNA KISHORE BHATTACHARYA No. 6 and No. 9 all sons
of- Late Satyendra Nath Bhattacharya (10) **SMT. RITA**
BHATTACHARYA wife of- Late Samir Krishna Bhattacharya, (11)
SMT. SUKANYA BHATTACHARYA daughter of- Late Samir Krishna
Bhattacharya, all by faith- Hindu, by occupation- Retired Person,
Service and Housewife, by nationality- Indian, residing at- 71,
Narkel Bagan, Kamdahari, P.O.- Garia, P.S.- Bansdrone (previously
Regent Park), Kolkata- 700084 and (12) **SRI ASHISH KUMAR ROY**
son of- Late Amal Kumar Roy, by faith- Hindu, by occupation-
Retired Person, by nationality- Indian, residing at- B-51/1,
Narkelbagan, Kamdahari, P.O.- Garia, P.S.- Bansdrone (previously
Regent Park), Kolkata- 700084 -all represented by their Lawful
Constituted Attorney **SRI AMIT GANGULY** son of- Sri Ranjit
Ganguly, by faith- Hindu, by Nationality- Indian, by occupation-
Business, residing at- 174, Garia Station Road, (near Garia Baroda
Prasad High School), Police Station- 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 a Company registered under the Companies Act, 1956 having its registered office at 167, Garia Station Road, Kolkata- 700084 and represented through its Director **SRI AMIT GANGULY** son of- Sri Ranjit Ganguly, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at- 174, Garia Station Road, (near Garia Baroda Prasad High School), Police Station- 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.** Sri Satyendra Nath Bhattacharya, son of- Late Debendra Kanta Bhattacharya purchased the land measuring about 16 cottahs 11 chittacks 29 sq. ft., more fully and particularly described in the Schedule - A hereunder written, from Sri Jiban Krishna Ghosh, son of- Late Panchanan Ghosh, by virtue of a registered Deed of Sale registered on 28.06.1954, before Sub. Registrar, Alipore and recorded in Book No.- I, Volume No.- 83, Pages 46 to 50, being No.- 4460, for the year 1954;
- B.** Sri Satyendra Nath Bhattacharya, son of- Late Debendra Kanta Bhattacharya again purchased the land measuring about 5 cottahs 0 chittack 37 sq. ft., more fully and particularly described in the Schedule - A hereunder written, from Sri Jiban Krishna Ghosh, son of- Late Panchanan Ghosh, by virtue of a registered Deed of Sale registered on 18.10.1954, before Sub. Registrar, Alipore and recorded in Book No.- I, Volume No.- 111, Pages 237 to 240, being No.- 7016, for the year 1954;
- C.** Sri Satyendra Nath Bhattacharya, son of- Late Debendra Kanta Bhattacharya lastly purchased the land measuring about 5 cottahs 0 chittack 27 sq. ft., more fully and particularly described in the Schedule - A hereunder written, from M/S. Ramnath Estates Ltd. and M/S. Calcutta Colonies Ltd. both represented by its Director Sri Atindra Kumar Mitter, by virtue of a registered Deed of Sale registered on 25.02.1956, before Sub. Registrar, Alipore and recorded in Book No.- I, Volume No.- 30, Pages 136 to 145, being No.- 1384, for the

year 1956;

- D.** By virtue of the afore-stated 3 (three) Deed of Sale Sri Satyendra Nath Bhattacharya, became the owner of total 26 cottahs 13 chittacks 3 sq. ft., more fully and particularly described in the Schedule - A hereunder written, and after the death of Sri Satyendra Nath Bhattacharya on 27.07.1966 and that of his wife Smt. Sushama Bhattacharya on 22.08.1982 their 9 (nine) sons namely (1) Sri Jyoti Kumar Bhattacharya, (2) Sri Abhi Bhattacharya, (3) Sri Kalyan Kumar Bhattacharya, (4) Sri Ajoy Krishna Bhattacharya, (5) Sri Dipak Nath Bhattacharya, (6) Sri Nilmoni Krishna Bhattacharya, (7) Sri Dhruva Krishna Bhattacharya, (8) Sri Krishna Kishore Bhattacharya and (9) Sri Samir Krishna Bhattacharya- all of them jointly inherited his afore-stated purchased land of 26 cottahs 13 chittacks 3 sq. ft., more fully and particularly described in the Schedule - A hereunder written;
- E.** After the death of Sri Jyoti Kumar Bhattacharya on 10.08.2010 and that of his wife Smt. Sabita Bhattacharya on 06.05.1996 their 2 (two) sons namely (1) Sri Ashim Kumar Bhattacharya and (2) Sri Alope Kumar Bhattacharya (Owners No. 1 & 2 herein) jointly inherited his undivided 1/9th share in the afore-stated total land of 26 cottahs 13 chittacks 3 sq. ft., more fully and particularly described in the Schedule - A hereunder written;
- F.** Sri Abhi Bhattacharya alias Krishna Gobinda Bhattacharya executed an unregistered Will on 10.09.1993 in favour of his

two nephews (as because his wife Smt. Pranati Bhattacharya died long before him without any issue) namely (1) Sri Ashim Kumar Bhattacharya and (2) Sri Alope Kumar Bhattacharya (Owners No. 1 & 2 herein) in respect of his undivided 1/9th share in the afore-stated total land of 26 cottahs 13 chittacks 3 sq. ft., more fully and particularly described in the Schedule - A hereunder written, and also in respect of other movable and immovable properties, and after the death of Sri Abhi Bhattacharya alias Krishna Gobinda Bhattacharya on 11.09.1993 the Probate application for the said Will was filed In the High Court of Judicature at Bombay vide Petition No. 700 of 1994 and on 18.03.1994 the Ld. High Court at Bombay was pleased to grant Probate in favour of (1) Sri Ashim Kumar Bhattacharya and (2) Sri Alope Kumar Bhattacharya;

G. After the death of Sri Kalyan Kumar Bhattacharya and that of his wife Smt. Jyotsna Bhattacharya died 16.06.2000, their undivided 1/9th share in the afore-stated total land of 26 cottahs 13 chittacks 3 sq. ft., i.e. 19,308 Sq. ft. more fully and particularly described in the Schedule - A hereunder written, has been derived amongst other legal-heirs as because they both died without having any issue;

H. After the death of Sri Ajoy Krishna Bhattacharya on 05.03.2007 his wife Smt. Reba Bhattacharya (Owners No. 3 herein) and 2 (two) sons namely Sri Arindam Bhattacharya, Sri Anindya Bhattacharya (Owners No. 4 & 5 herein) jointly inherited his undivided 1/9th share in the afore-stated total land of 26 cottahs 13 chittacks 3 sq. ft., more fully and

particularly described in the Schedule - A hereunder written;

- I.** Sri Dipak Nath Bhattacharya (Owners No. 6 herein), Sri Nilmoni Krishna Bhattacharya (Owners No. 7 herein), Sri Dhruba Krishna Bhattacharya (Owners No. 8 herein), Sri Krishna Kishore Bhattacharya (Owners No. 9 herein) all sons of- Sri Satyendra Nath Bhattacharya jointly inherited $4/9^{\text{th}}$ share of the afore-stated land of 26 cottahs 13 chittacks 3 sq. ft., more fully and particularly described in the Schedule - A hereunder written;
- J.** After the death of Sri Samir Krishna Bhattacharya on 10.04.1991 his wife Smt. Rita Bhattacharya (Owners No. 10 herein) and only daughter Smt. Sukanya Bhattacharya (Owners No. 11 herein) jointly inherited his undivided $1/9^{\text{th}}$ share in the afore-stated total land of 26 cottahs 13 chittacks 3 sq. ft., more fully and particularly described in the Schedule - A hereunder written;
- K.** Thus the Owners no 1 to 11 herein by virtue of Law of Inheritance and Grant of Probate became the joint owners of the land total measuring an area of about 26 (twenty six) cottahs 13 (thirteen) chittacks 3 (three) sq. ft. be the same a little more or less together with a brick built structure measuring about 2000 sq. ft. standing thereon, more fully and particularly described in the Schedule - A hereunder written. The said property is free from all sorts of encumbrances.
- L.** Thereafter with an intention to develop their said land into a multi-storied building complex the Owners no. 1 to 11 has

executed a Registered Development Agreement on 28th May 2013 with GANGULY HOME SEARCH PRIVATE LIMITED (the Promoter herein) which was registered before A.D.S.R. Alipore and recorded in Book No.- I, C.D. Volume No. 18, Pages 1920 to 1962, Being No. 04314, for the year 2013 and on the same date they for smooth running of the construction work executed a Power of Attorney in favour of Amit Ganguly the Director of GANGULY HOME SEARCH PRIVATE LIMITED which was registered from A.D.S.R., Alipore and recorded in Book No.- I, C.D. Volume No. 18, Pages 2504 to 2525, Being No. 04315, for the year 2013 in respect of their said land;

M. Sri Amal Kumar Roy, son of- Late Benode Behari Roy purchased the land measuring about 3 cottahs 7 chittacks 28 sq. ft. in C.S. Plot No. 428, C.S. Khatian No. 382, Mouza-Kamdahari, J.L. No. 49 from M/s. Ramanath Estate Ltd. and M/s. Calcutta Colonies Ltd. by virtue of a Sale Deed registered on 25.02.1956 from Sub. Registrar, Alipore and recorded in Book No.- I, Volume No. 30, Pages 116 to 125, Being No. 1374, for the year 1956;

N. After the death of Sri Amal Kumar Roy on 31.03.1985 his wife Smt. Santi Rani Roy, 3 (three) sons namely (1) Sri Ashish Kumar Roy, (2) Sri Anjan Kumar Roy, (3) Sri Alok Kumar Roy and 3 (three) daughters namely (1) Smt. Krishna Biswas, wife of- Sri Bharat Bhusan Biswas, (2) Smt. Devika Banerjee, wife of- Sri Mihir Banerjee, (3) Smt. Ruby Chakraborty, wife of- Sri Ashok Chakraborty jointly inherited the afore-stated land and thereafter on 21.11.1986 all the afore-said 7 (seven) legal

heirs of Sri Amal Kumar Roy jointly executed a Deed of Partition in respect of the said land measuring about 3 cottahs 7 chittacks 28 sq. ft. in R.S. Dag No. 428, R.S. Khatian No. 382, Mouza- Kamdahari, J.L. No. 49, the said Deed of Partition was registered District Registrar, Alipore and recorded in Book No.- I, Volume No. 372, Pages 492 to 511, Being No. 18915, for the year 1986, and being the "First Party" and as per "Schedule-A" of the said Deed of Partition Sri Ashish Kumar Roy (the Owners No. 12 herein) got the absolute ownership of the said land as mentioned hereinabove;

- O.** Thus Sri Ashish Kumar Roy (the Owners No. 12 herein) by virtue of the afore-stated Deed of Partition became the absolute owner of the land measuring about 1 (one) cottah 9 (nine) chittacks 35 (thirty five) sq. ft. be the same a little more or less together with a brick built two-storied building standing thereon measuring about 1000 sq. ft. The said property is free from all sorts of encumbrances.
- P.** With an intention to develop his said land into a multi-storied building complex Sri Ashish Kumar Roy (the Owners No. 12 herein) has executed a Registered Development Agreement on 28th May 2013 with GANGULY HOME SEARCH PRIVATE LIMITED, which was registered before A.D.S.R. Alipore and recorded in Book No.- I, C.D. Volume No. 18, Pages 1867 to 1903, Being No. 04312, for the year 2013 and on the same date he executed a Power of Attorney for smooth running of the development works in favour of Amit Ganguly, the

Director of GANGULY HOME SEARCH PRIVATE LIMITED which was registered before A.D.S.R. Alipore and recorded in Book No.- I, C.D. Volume No. 18, Pages 2488 to 2508, Being No. 04313, for the year 2013 in respect of his afore-stated land.

- Q.** Thus all the Owners herein are well seized and possessed and the owners of the land total measuring about 28 (Twenty eight) cottahs 6 (six) chittack 38 (Thirty eight) sq. ft. be the same a little more or less as morefully and particularly described in the Schedule- A written hereunder, and which is free from all encumbrances, mortgages, charges, liens, attachments, trust, acquisition, requisition, lispences whatsoever however;
- R.** The Owners herein duly mutated their names in the records of Kolkata Municipal Corporation in respect of the said land, measuring about 28 (Twenty eight) cottahs 6 (six) chittack 38 (Thirty eight) sq. ft bearing KMC Premises No. 71, Narkel Bagan, as morefully and particularly described in the Schedule - A hereunder.
- S.** The Owners herein evinced an intention to develop the said premises by constructing one or more building or buildings and/or on part thereof comprising self contained residential flats, car parking spaces subject to all requisite permission and/or sanction from the appropriate authorities and thus expressed their intention to enter into a joint venture agreement for development of the said premises with the above mentioned Promoter.

- T.** Thereafter the Promoter herein for construction of multi-storied buildings on the said total land obtained a sanctioned building Plan bearing No. 530/14-15 dated 15.01.2015 issued by the Building Department of Kolkata Municipal Corporation in respect of the said land in the names of the Owners herein and started construction of the said multi-storied multi-use residential building/complex known as "4-SIGHT CITY HOUSE" at Premises No. 71, Narkel Bagan on the said land at its own costs and expenses.
- U.** 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 City House" 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 City House” 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, Kolkata Municipal Corporation or any other concerned authorities and subject to the conditions that the said flat will be used only for residential purpose and also subject to the rights and obligations stated hereinafter.

THE 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 Kolkata Municipal Corporation or any other authority or authorities concerned, as owner of the said flat and a car parking space rights and properties appurtenant thereto and also to pay the Municipal Rates and Taxes as may be assessed or imposed in respect of the said flat and a car parking space, rights and properties appurtenant thereto and until and unless the unit is separately assessed the Allotee will pay proportionate share of rates and taxes.

(viii) The Allotee shall be entitled to all rights, privileges, vertical and lateral supports, easements, quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the unit or therewith held, used, occupied or enjoyed or reputed or known as part and parcel thereof or appertaining thereto which is more fully and particularly mentioned in Third Schedule hereunder written.

(ix) AND FURTHER THAT unless prevented by fire or some other irresistible accident the Owners/Promoter shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Allotee or at any hearing, suit, to the Allotee and/or the agent/s of the Allotee or at any hearing, suit, commission, examination or otherwise as occasions shall require the original documents and writings in respect of the Premises which the

Owners/Promoter as the case may be, shall keep all such documents safe whole un-obliterated and shall not use any of such document from alienating and/or encumbering the said flat and a car parking space rights and properties in any manner whatsoever.

AND IT IS HEREBY AGREED BY AND BETWEEN THE OWNERS/PROMOTER AND AND THE ALLOTEES as follows:

(1) The Allotee shall be entitled to all rights, privileges vertical and lateral supports, easements quasi-easements appendages and appurtenances whatsoever belong (or in any way appertaining to the said Flat and a car-parking space) or usually held used occupied or enjoyed or reputed so to be or know as part parcel thereof or appertaining thereto.

(2) The Allotee shall be entitled to the right or access in common with the Owners/Promoter and and/or other occupiers of the said building at the time and for all normal purposes connected with the use and enjoyed or the said building.

(3) The Allotee and their agent/s and nominees are also be entitled to the right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment as the said Flat and a car parking space and pathways comprised with the said building therein contained shall permit the Allotee or any person deriving title under the Allotee and/or servants, nominees, employees invites be obstructed in anyway by parking vehicles deposit or materials rubbish or otherwise shall have free passage by any person or persons.

(4) The Allotee shall have the right of protection of the said Flat and a car parking space to be kept safe and perfect of all portions

of the Flat including the entire premises.

(5) The Allotee shall also be entitled to the right or passage in common as aforesaid of taking gas, electricity water through open spaces from and to the said Flat through pipes, drainage, wires laying or being in under through or over of the said building and premises so far may be reasonable necessary for the beneficial occupation of the said Flat and a car-parking space for the purpose whatsoever.

(6) The Allotee shall have the right with or without workmen and necessary materials to enter from time to time for the purpose of repairing so far as may be necessary, such pipes, drains etc. mentioned aforesaid and for the purpose of building repair or draining and part or parts of the said Flat in so far as such repairing or cleaning as aforesaid cannot be reasonable carried out without such entry.

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

i) The Allotee shall observe, fulfill and perform all the covenants hereunder written including those for the common purposes and shall regularly and punctually pay and discharge all taxes and impositions on the said flat, a car parking space and common expenses and all other outgoing described in the Fourth Schedule hereunder proportionately.

ii) The Allotee shall not raise any unreasonable objection in respect of the said flat, car parking space and put any requisition concerning the nature, scope and extent thereof.

iii) The Allotee shall regularly and punctually pay and discharge all rates, taxes, surcharge, common expenses impositions and all

other outgoing in respect of the said flat and a car parking space after getting it completed through the Promoter as an exclusive contractor and the rights and properties appurtenant thereto from the date of delivery of possession of the said flat a car-parking space after its completion and the rights and properties.

iv) The Allotee shall apply for and have the said flat a car-parking space, rights, and properties mutated in their names and separately assessed for the purpose of assessment of Municipal rates and taxes.

v) Until such time the said flat and a car-parking space the rights and properties in the Building be not separately assessed and/or mutated in respect of Municipal rates and taxes or impositions, the Allotee shall deposit the same with the Owners /Promoter, until the Association is formed by the Owners/Promoter and takes over actual maintenance and management of the common parts, the proportionate amount as may be required from time to time towards maintenance and management of the common parts and payments of Municipal rates and rates.

vi) Upon separation and/or mutation of the said flat, a Car parking space and the rights and properties for the purpose of liability of Municipal Rates and taxes and impositions the Allotee shall pay such Tax, impositions as may be assessed in respect of the said flat and the rights and properties directly to the Kolkata Municipal Corporation.

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 **28 (Twenty eight) cottahs 6 (six) chittack 38 (Thirty eight) sq. ft** be the same a little more or less together with a brick built structure measuring about 2000 sq. ft. standing thereon in R.S. Dag No. 426/1410, 427/1409, 425/1411, 425/1652, 425/1649, 428, R.S. Khatian No. 52, 509, 552, 382, Mouza- Kamdahari, J.L. No. 49, Premises No.- **71, Narkel Bagan**, Police Station- Banskroni

(previously Regent Park), under Ward No.- 111 of Kolkata Municipal Corporation, Assessee No. 31-111-15-0071-3 within the District-24 Parganas (South), and butted and bounded in the following manner :-

ON THE NORTH: By B-49/1 & B-51, Narkelbagan & KMC Road;

ON THE SOUTH: By B-46, Narkelbagan

ON THE EAST : By KMC Road;

ON THE WEST: By Chalachal Sangha Club & B-53, Kamdahari;

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 City House”** together with the undivided proportionate share of land in the Premises No.- 71, Narkel Bagan, 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.

Signature of the Owners

Signature of the Promoter

Signature of the Allottee

MEMO OF CONSIDERATION

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

Cheque No.	Bank	Date	Amount

WITNESSES :

1.

Signature of the Promoter

2.

Drafted by -