

DEED OF CONVEYANCE

THIS SALE DEED is made on the 31st day of _____, 20____ (Two Thousand and _____) AMONG **(1) GANGULY HOME SEARCH PVT. LTD.** (PAN NO. AADCG2860J), a company registered under Companies Act, 1956 having its registered office at 167, Garia Station Road, Ground Floor, Kolkata – 7000084, represented by its Director **SRI RUPESH RANJAN PRASAD**, duly authorized vide their Board Resolutions dated _____ **(2) FORESIGHT DEVELOPERS PVT LTD**, (PAN NO. AABCF2888H), a company registered under Companies Act, 1956 having its registered office at 2, Garia Station Road, Ground Floor, Kolkata – 7000084, represented by its Director **SRI RAMPRAKASH BIHANI**, duly authorized vide their Board Resolutions dated _____, **(3) FORESIGHT CONSTRUCTIONS PVT LTD**, (PAN NO. AABCF2889G), a company registered under Companies Act, 1956 having its registered office at 2, Garia Station Road, Ground Floor, Kolkata – 700084 represented by its Director **SRI RAMPRAKASH BIHANI**, duly authorized vide their Board Resolutions dated _____, **(4)SRI RAMPRAKASH BIHANI**,(PAN NO. AEJPB3025M), son of Late Govind ram Bihani, by faith-Hindu, By Occupation- Business, residing at 54, Dr. Sarat Banerjee Road, Kolkata – 700029, **(5) SRI RUPESH RANJAN PRASAD**,(PAN NO. AKLPP5810A), son of Sri Makeswar Prasad, by faith- Hindu, By Occupation- Business, at 12, Garia Place, Kolkata – 700084, hereinafter jointly referred to as the "**LAND OWNERS**"(which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**

AND

GANGULY EVERA DEVELOPERS LLP, (PAN NO. AATFG9509M), a Limited Liability Partnership Firm incorporated under the provisions of the Limited Liability Partnership Act 2008, and having its registered office at 4Sight Prestige, 159, Garia Station Road, Kolkata 700 084 represented through its designated partners **SRI AMIT GANGULY** (PAN NO. AIEPG3746R) & **SRI MANISH JHUNJHUNWALA**, (PAN NO. ACQPJ3454M) duly authorized vide Resolution dated..... (hereinafter referred to as the "**DEVELOPER**"(which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**.

AND

(1) _____ (PAN NO-_____) Son of _____ and (2) _____(PAN NO-_____) wife of _____, both by faith-Hindu, Occupation-_____, residing at _____, India. hereinafter called the "**PURCHASERS**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assigns). (The **LANDOWNERS**, **DEVELOPER** and **PURCHASERS** are collectively referred to as the 'parties' hereinafter.)

WHEREAS:

By an Indenture of Conveyance dated the 1st day of April, 2010 made between Abul Basar Sardar alias Abdul Basar Sardar and Abul Kalam Sardar alias Abdul Kalam Sardar, therein jointly referred to as the Vendors of the One Part and Winsome Plaza Pvt. Ltd., Indralok Complex Pvt. Ltd., Well build Enclave Pvt. Ltd., Utility Complex Pvt. Ltd., Intercity Projects Pvt. Ltd., Ekdant Projects Pvt. Ltd., therein jointly referred to as the Purchasers of the Other Part and registered with the District Sub-Registrar-II, South 24-Parganas, Alipore in Book No. I, CD Volume No. 9, Pages 3082 to 3102, Being No. 02579 for the year 2010, the said Abul Basar Sardar alias Abdul Basar Sardar & Anr. for the consideration therein mentioned, granted transferred conveyed assigned and assured unto and in favour of the said Winsome Plaza Pvt. Ltd. & Ors. amongst others All That the piece and parcel of land containing an area of 1 Satak in R.S Dag No 490 corresponding L.R. Dag No 515, 17 Satak in R.SDag No 482 corresponding L.R.Dag No 507 and 19 Satak in R.S. Dag No 481/2187 corresponding L.R.Dag No- 506, aggregating 37 Satak, be the same a little more or less situate lying at Mouja Kumrakhali, J.L. No. 48, Touji No. 260, R.S. No. 131, Police Station Sonarpur, P.O. Narendrapur, District South 24-Parganas, absolutely and forever.

By another Indenture of Conveyance dated the 4th day of December, 2009 made between Hamid Laskar alias Abdul Hamid Laskar, Ajiz Laskar alias Abdul Ajiz Laskar, Abid Laskar alias Abid Hossain Laskar, Subid Laskar alias Subid Hossain Laskar, Sabir Laskar alias Sabir Hossain Laskar, Mariyan Bibi alias Marium Bibi and Kader Sardar alias Hazi Abdul Kader Sardar, therein jointly referred to as the Vendors of the One Part and Kyal Enclave Pvt. Ltd. And Kushal Complex Pvt. Ltd., therein jointly referred to as the Purchasers of the Other Part and registered with the Additional Registrar of Assurances-I, Kolkata in Book No. I, CD Volume No. 30, Pages 6544 to 6563, Being No. 13357 for the year 2009, the said Hamid Laskar alias Abdul Hamid Laskar & Ors., for the consideration therein mentioned, granted transferred conveyed assigned and assured unto and in favour of the said Kyal Enclave Pvt. Ltd. & Anr. All That the piece and parcel of land containing an area of 21 Sataks be the same a little more or less situate lying at Mouja Kumrakhali, J.L. No. 48, Touji No. 260, R.S. No. 131, Police Station Sonarpur, P.O. Narendrapur District South 24-Parganas comprised in R.S. Dag No. 489, R.S. Khatian No. 1071, L.R. Dag No. 514, L.R. Khatian No. 1048 absolutely and forever.

By another Indenture of Conveyance dated the 13th day of February, 2010 made between Bijay Das alias Bijoy Das, Sanjay Das alias Sanjoy Das, Sijoli Ruidas alias Sujali Ruidas, Anima Das, Bablu Das alias Babul Das, Bijoli Das alias Namita Das and Kakuli Debnath, therein jointly referred to as the Vendors of the One Part and Wall Street Housing Pvt. Ltd. and Wall Street Plaza Pvt. Ltd., therein jointly referred to as the Purchasers of the Other Part and registered with the Additional Registrar of Assurances-I, Kolkata in Book No. I, CD Volume No. 4, Pages 7848 to 7872, Being No. 01713 for the year 2010, the said Bijay Das alias Bijoy Das & Ors., for the consideration therein mentioned, granted transferred conveyed assigned and assured unto and in favour of the said Wall Street Housing Pvt. Ltd. & Wall Street Plaza Pvt. Ltd. All That the piece and parcel of land containing an area of 20- Sataks be the same a little more or less situate lying at

Mouja Kumrakhali, J.L. No. 48, Touji No. 259, R.S. Dag No. 486, R.S. Khatian No. 356, L.R. Dag No. 511, L.R. Khatian No. 1315/7, 1478, 379, 443, 882, 883, Police Station Sonarpur, P.O. Narendrapur, District South 24-Parganas absolutely and forever.

By another Indenture of Conveyance dated the 18th day of March, 2010 made between Mohammad Abdul Samad alias Abdul Samad and Musammat Jahanara Begam alias Abdul Jahanara, therein jointly referred to as the Vendors of the One Part and Winsome Towers Pvt. Ltd., Winsome Enclave Pvt. Ltd. and Winsome Projects Pvt. Ltd., therein jointly referred to as the Purchasers of the Other Part and registered with the Additional District Sub-Registrar-IV, South 24-Parganas, Alipore in Book No. I, CD Volume No. 8, Pages 2236 to 2248, Being No. 02151 for the year 2010, the said Mohammad Abdul Samad alias Abdul Samad & Anr., for the consideration therein mentioned, granted transferred conveyed assigned and assured unto and in favour of the said Winsome Towers Pvt. Ltd. & others all that the piece and parcel of land containing an area of 7 Sataks be the same a little more or less situate lying at Mouja Kumrakhali, J.L. No. 48, Touji No. 260, R.S. Dag No. 487, R.S. Khatian No. 346, L.R. Dag No. 512, L.R. Khatian No. 227 and 568/1, Police Station Sonarpur, P.O. Narendrapur, District South 24-Parganas absolutely and forever.

By another Indenture of Conveyance dated the 19th day of November, 2014 made between Kushal Complex Pvt. Ltd. therein referred to as the Vendor of the One Part and P.S. Srijan Height Developers, therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub-Registrar-IV, South 24-Parganas, Alipore in Book No. I, CD Volume No. 49, Pages 2668 to 2680, Being No. 08502 for the year 2014, the said Kushal Complex Pvt. Ltd., for the consideration therein mentioned, granted transferred conveyed assigned and assured unto and in favour of the said P.S. Srijan Height Developers all that the piece and parcel of land containing an area of 11 Sataks out of the total purchased land as recited aforesaid being 21 Sataks be the same a little more or less situate lying at Mouja Kumrakhali, J.L. No. 48, Touji No. 260, R.S. Dag No. 489, L.R. Dag No. 514, L.R. Khatian No. 2342 Police Station Sonarpur, P.O. Narendrapur, District South 24-Parganas absolutely and forever.

Thus Winsome Plaza Pvt. Ltd, Wellbuild Enclave Pvt. Ltd., Indralok Complex Pvt. Ltd., Utility Complex Pvt Ltd, Intercity Projects Pvt. Ltd, Ekdant Projects Pvt. Ltd., Kyal Enclave Pvt.Ltd., Wallstreet Housing Pvt. Ltd., Winsome Projects Pvt.Ltd., Winsome Towers Pvt. Ltd., Winsome Enclave Pvt. Ltd., P. S. Srijan Height Developers and Wallstreet Plaza Pvt. Ltd. became seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 85 Sataks be the same a little more or less free from all encumbrances, charges, liens, lispensens, acquisitions, requisitions, attachments, trusts of whatsoever nature.

One Parimal Dey was owner of land measuring 16.96 Decimal in Mouza-Kumrakhali, J.L. No.48, R.S. Khatian No. 662, 898,791, 637& 1412, L.R. Khatian No-480, R.S. Dag No.472, 479, 463, 483, 490, 482/2187, 476, 477, 482, 481, 464,466, 456/2179, 806 & 812 P.S. & Sub-Registry – Sonarpur, Ward No.27 of Rajpur Sonarpur Municipality, District -24

Parganas (S), by virtue of a Deed of Gift dated 1st December, 2010, being no. 04256 for the year 2011 made by one Jarina Bibi in favour of him.

Disputes and differences arose by and between Parimal Dey and Anita Agarwal & others in respect of land in R.S. Dag No. 463, 464, 466, 472, 479, 476, 477, 482, 483, 490 of Mouza- Kumrakhali which resulting in filing of three title suit being Title Suit No. 118 of 2011 (Parimal Dey -Vs- Anita Agarwal & Ors), 127 of 2011 (Parimal Dey -Vs- Anita Agarwal & Ors) and 139 of 2011 (Parimal Dey -Vs- Winsome Plaza Pvt.Ltd. & Ors) in the Court of the Learned Civil Judge (Senior Division) at Baruipur, South 24-Parganas.

The litigations in respect of the said disputes ultimately reached the Hon'ble Supreme Court of India, wherein Parimal Dey filed three special leave petition being SLP (C) No. 28176 of 2015 (Parimal Dey -Vs- Winsome Plaza Pvt. Ltd. & Ors.), SLP (C) No. 28207 of 2015 (Parimal Dey -Vs- Anita Agarwal & Ors.) and SLP (C) No. 28209 of 2015 (Parimal Dey -Vs- Anita Agarwal & Ors.).

Disputes and differences by and between the parties were then mutually settled and were recorded in a Terms of Settlement dated 2nd November, 2016 which was signed by all the parties therein. BE IT TO BE MENTIONED THAT according to the said Terms of Settlement dated 02.11.2016, Parimal Dey has been allotted an area of land total measuring about 49.6 decimal equivalent to 30 cottahs, which is more fully and particularly described in the schedule hereunder. Parimal Dey nominated Ganguly Home Search Private Limited, Foresight Constructions Private Limited, Foresight Developers Private Limited, Rupesh Ranjan Prasad and Ram Prakash Bihani (all being the Added Respondents in the said 3(three) Special Leave Petitions as well as the Landowners herein) to be the Purchasers instead of him in respect of the said Schedule Land.

The said Terms of Settlement was filed along with a compromise petition before the Hon'ble Supreme Court of India in all the said three special leave petitions mentioned above.

By an order dated 30th January, 2017 passed by the Hon'ble Supreme Court of India in all the said three special leave petitions, the same were disposed of and, a decree was passed by allowing the Terms of settlement dated 02.11.2016 and thereby confirming the title of the Purchasers therein and the Landowners herein and, directing the Vendor to sell and transfer his right title and interest in respect of the said land unto and in favour of the Purchasers therein.

That in terms of the said compromise the said Parimal Dey vide Deed No 01729 of 2017 registered before A.D.S.R. Garia, District South 24 Parganas transferred all his right, title and interest to Winsome Plaza Pvt. Ltd, Wellbuild Enclave Pvt. Ltd., Indralok Complex Pvt. Ltd., Utility Complex Pvt ltd, Intercity Projects Pvt.Ltd, Ekdant Projects Pvt. Ltd., Anita Agarwal, Kiran Agarwal, Ravi Dugar, Madhu Dugar, Pratiti Chopra & Sunil Agarwal, the purchasers therein and Ramesh Das also vide Deed No 1730 of 2017 registered before A.D.S.R. Garia, District South 24 Parganas transferred all his right, title and interest to the Purchasers

therein and they thus became the absolute owners of the schedule property having transferable right over the same.

In terms of the said settlement, some of those above referred (some of them are Respondents and rest are Added Respondents in the said three Special Leave Petitions) executes and registers the conveyance transferring their right title and interest in respect of the said land as morefully and particularly mentioned in the Schedule hereunder in favour of the Landowners herein.

That in pursuance of the above and in consideration as mentioned in Deed of Conveyance being No. 162901731 for the year 2017, recorded in Book No.-I, Volume No. 1629-2017, registered in the office of A.D.S.R.-Garia, Winsome Plaza Pvt. Ltd, Wellbuild Enclave Pvt. Ltd., Indralok Complex Pvt. Ltd., Utility Complex Pvt ltd, Intercity Projects Pvt.Ltd, Ekdant Projects Pvt. Ltd., Kyal Enclave Pvt.Ltd., Wallstreet Housing Pvt. Ltd., Winsome Projects Pvt.Ltd., Winsome Towers Pvt. Ltd., Winsome Enclave Pvt. Ltd., P. S. Srijan Height Developers and Wallstreet Plaza Pvt. Ltd. jointly grant transfer convey assign and assure unto and in favour of the Purchasers therein and Landowners herein All That the piece and parcel of land containing an area of 49.6 Sataks of land be the same a little more or less situate lying at Mouja- Kumrakhali, J.L. No. 48, Touji No. 260, R.S. Dag No.482,486,487 489, 490 and 481/2187 Police Station Sonarpur, comprised in L.R. Khatian no. 2423, 2424, 2425, 2426, 2427, 2428, 2368, 2369, 2418, 2419, 2420, 2341 and 2342, Ward no. 27, Rajpur Sonarpur Municipality being part of Holding No.2060, Dakshin Kumrakhali, in the District of 24 Parganas (S) morefully described in Schedule- A below, hereinafter referred to as the said land.

Later on the Landowners herein for the purpose of developing a residential cum commercial complex on the said land approached the Developers herein and executed a Development Agreement dated 25th June,2019 on the terms and conditions mutually agreed between them. The said Development Agreement was registered in the office of A.D.S.R.- Garia, recorded in Book No-I, Volume No.-1629-2019, Pages from 93047 to 93084 Being No.-162903010 for the year 2019.

The Landowners herein have also executed a General Power of Attorney in favour of Developers' representative Sri Amit Ganguly for the purpose of smooth working. The said General Power of Attorney was registered in the office of A.D.S. R. -Garia recorded in Book No-I, Volume No.-1629-2019, Pages from 93018 to 93046 Being No.-162903012 for the year 2019.

Thereafter the Developer herein for construction of multi-storied buildings on the said land obtained a sanctioned building Plan bearing No. 240/CB/27/15 dated 16/12/2019 issued by the Building Department of Rajpur Sonarpur Municipality in respect of the said land and started construction of the said multi-storied residential cum commercial building complex known as "4-SIGHT Vivante" at Premises No. 2930, Dakshin Kumrakhali, Kolkata-700103 at its own costs and expenses and after completion of the said multi-storied building complex the Developer herein obtained completion certificate dated _____ issued by the Building Department of Rajpur Sonarpur Municipality;

The Purchasers herein after inspecting all the legal papers, sanctioned plan and position of the building approached the Developer to purchase the Flat Being No. at the floor measuring about sq. ft. built-up area along with one car-parking space measuring about 135 sq. ft. useable area at the Ground Floor of the said building named as “4-SIGHT VIVANTE” 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 Developer would sale the aforesaid Flat and a car parking space to the Purchasers 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 and in consideration of the said total sum of Rs./- (Rupees) only paid by the Purchasers to the Developer by way of full and final payment for the price of the said flat and a car parking space to be credited in the Developer's account and the price of the proportionate share of land and common spaces also to be credited to the account of the Owners and Developer the rights and properties appurtenant thereto And the Developer hereby as also by Memo of receipt hereunder admit and acknowledge and of and from the payment of the same the Owners and Developer forever release, discharge, acquit and exonerate the Purchasers the said flat, one car parking space and undivided proportionate share in land and common parts hereby granted, sold transferred and conveyed to the Purchasers, the Owners and Developer 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 Purchasers ALL THAT the Flat as stated in the Second Schedule Being Flat No-....., at the Floor measuring about sq. ft. super built-up area along with one car parking space at the Ground Floor of the said building named as “**4-SIGHT VIVANTE**” Together with undivided proportionate share in the land more fully and particularly mentioned and described in the Second Schedule hereunder and Together with the rights and properties appurtenant thereto (which inter-alia include the proportionate undivided share or interest in the land at the said premises described in the First Schedule hereunder and also the undivided proportionate share or interest in the common parts and/or portions of the Building and also the easement, more fully described in Third Schedule hereto) hereinafter collectively called the **PROPERTIES TOGETHER WITH** the rights of we and enjoyment of all existing other rights and liberties AND which shall at any time hereafter be added and found therewith and which were and shall be howsoever at any time otherwise be situated, butted, bounded, called, known, numbered, described and distinguished AND ALL THAT the estate, right, title, and/or interest of the Owners/Developer in the aforesaid properties AND all deeds, paths, muniments of title whatsoever exclusively relating to the said Lands **TOGETHER WITH** proportionate right and/or share in roof, the said building and also together with like right/share in all passages,

sewers, drains, pipes, benefits, advantages of all manner of former or other rights, liberties, privileges, appendages and appurtenances thereto and the easements and/or quasi-easement and other stipulations and/or provisions in connection with the beneficial use and enjoyment of the said properties all hereafter collectively called ("the property") free from all encumbrances cheques and or alienation whatsoever TO HAVE AND TO HOLD the property including the flat and a car-parking space and Rights and properties appurtenant thereto and each and every part thereof unto and to the use of the Purchasers 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 AND DEVELOPER HEREBY COVENANT WITH THE PURCHASERS as follows:-

That the interest which the Owners and Developer and profess, transfer subsists and the Owners and Developer 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 and Developer and hereby confirms the same unto and in favour of the Purchasers absolutely and forever.

AND THAT the Owners and Developer 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.

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 and Developer 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 and Developer.

The Purchasers 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 and Developer and or any person or persons lawfully claiming or

to claim through under or in trust for the Owners/Developer 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 and Developer.

That the Owners and Developer and shall from time to time and at all times hereafter upon every reasonable requests and at all the cost of the Purchasers 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.

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 and Developer and unto and in favour of the Purchasers.

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

The Purchasers 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.

AND FURTHER THAT unless prevented by fire or some other irresistible accident the Owners and Developer shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchasers or at any hearing, suit, to the Purchasers and/or the agent/s of the Purchasers 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 and Developer 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 AND DEVELOPER AND THE PURCHASERS as follows:

- (1) The Purchasers 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 Purchasers shall be entitled to the right or access in common with the Owners and Developer 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 Purchasers 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 Purchasers or any person deriving title under the Purchasers 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 Purchasers 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 Purchasers 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 Purchasers 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 PURCHASERS DOTH HEREBY COVENANT WITH THE OWNERS AND DEVELOPER as follows:-

- (i) The Purchasers 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 Purchasers 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 Purchasers 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 Developer 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 Purchasers shall apply for and have the said flat, a car-parking space, rights, and properties mutated in his 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 Purchasers shall deposit the same with the Owners and Developer, until the Association is formed by the Owners and Developer 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 Purchasers 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 Purchasers 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 Purchasers 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 Purchasers 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 Purchasers 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 and Developer to the Purchasers.
- (ix) The Purchasers hereby undertakes to enter as a member of the Flat Owners' Association to be formed by the Owners and Developer 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 Purchasers undertakes that until the Association is formed and takes the maintenance and management of the common portion, the Purchasers shall co-operate with the Owners and Developer 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 and Developer for all liabilities due to non-fulfilment of her respective obligation hereunder.
- (xi) The Purchasers 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 PURCHASERS SHALL NOT DO THE FOLLOWING IN CONNECTION WITH THE USE AND ENJOYMENT OF THE FLAT AND CAR PARKING SPACE AND COMMON PARTS THEREOF:

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 and Developer.

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. Not to do anything whereby the Owners and Developer's right and liberty is affected.

Not to throw any rubbish or stone or any article or combustible goods in the common parts.

Not to carry on any obnoxious, noisy offensive, illegal or immoral activities in the said flat and a car-parking space.

Not to cause any nuisance or annoyance to the co-occupants of the other portions of the said Building.

Not to decorate or paint or otherwise alter the exterior wall of the said flat or common parts of the buildings in any manner.

Not to keep any personal belongings like shoe rakes, broken materials etc. in the common area or the common lobby.

Not to fix or change the Air-conditioner on any other place other than the place designated for the same.

Not to put any different colour lights in balcony other than the predefined one for the purpose of harmony of elevation.

Not to cover the balcony with the grill in order to maintain elevation harmony.

Not to keep door mats in front of the flat door.

Not to use the car-parking area for any other purpose.

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.

Not to engage any unregistered electrician or plumber for any common electrical or plumbing work.

Not to disturb the "Ganguly Group" signage which will remain forever on the top of the terrace to be maintained by "Ganguly Group" at its own cost.

Not to obstruct in any manner the Owners and Developer in construction of other blocks or transferring any right in or on the land, building or other flat and a car-parking space etc.

Not to claim any partition or sub-division of the said land or the common parts.

Not to block any common passage, so long the utility provided to the Purchasers and occupiers is not obstructed and/or hampered in the event of ingress and egress.

The Owners AND Developer covenants with the PURCHASERS that:-

The Purchasers shall be entitled to all rights privileges vertical and lateral supports easements and quasi easements and appurtenances whatsoever belonging or in anywise appertaining to the said flat or therewith usually held occupied or enjoyed or refused or known as part and parcel of the said flat excepting the rights of easements and quasi easements reserving unto the Vendor.

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.

The right of protection of the said flat by or from all parts of the building so far as they now protect the same.

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 Developer 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 Developer hereby confirm, record and declare that the Developer's obligation to develop the respective share/portion of land stated/described in the respective development agreement entered with the respective vendor stand duly fulfilled and performed and claims and all kinds of rights and benefits and obligations of the respectively the Owners and the Developer under the said respective agreements of development stand duly consolidated upon the developer 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 developer nor the respective vendor has any dispute against each other under the said agreements also relating to the respective flats agreed to be sold to the as herein stated.

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

ALL THAT piece and parcel of land measuring 49.6 decimal or 30 (Thirty) Cottah 0 (Zero) Chittak 0 (Zero) Sq.ft. be the same a little more or less in R.S. Dag No. 482, 486, 487, 489, 490 and 481/2187 corresponding to L.R. Dag No. 507, 511, 512, 514, 515 and 506 under R.S. Khatian No. 791, 356, 346, 1071, 1412, 662 and 898 corresponding to L.R.-Khatian No. 3626, 3627, 3628, 3629 and 3630 Mouza- Kumrakhali, J.L. No. 48, Holding No. 2930, DakshinKumrakhali, within Ward No. 27 of Rajpur-Sonarpur Municipality under Additional Sub-Registry Office- Garia, E.M.Bypass, Police Station- Narendrapur within the District- 24 Parganas (South), and butted and bounded in the following manner :-

ON THE NORTH: By ;
ON THE SOUTH: By ;
ON THE EAST : By ;
ON THE WEST: By ;

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

ALL THAT the Flat No., at the Floor measuring about sq. ft. super built-up area and 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 Vivante" together with the undivided proportionate share of land in the Premises No.- 2930, Dakshin Kumrakhali, 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 building.
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.
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 building.
16. Room for darwan /security guard, caretaker's office in the ground floor of the building.
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 Purchasers 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 Purchasers 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 Purchasers 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 building and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement of funds for replacement, renovation and/or other periodic expenses.

9. OTHER: All other expenses and/or outgoings including litigation expenses as are incurred by the Owner and/or the Association for the common purposes.

IN WITNESS WHEREOF the parties abovenamed have hereunto set and subscribed their respective hands to these presents on the day month and year first above written.

SIGNED AND DELIVERED by the Parties above-named in presence of:-

WITNESSES:

- 1.
- 2.

Signature of the Owners

Signature of the Developer

Signature of the Purchasers

MEMO OF CONSIDERATION

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

WITNESSES:

1.

2.

Signature of the Developer

Drafted by -