DEED	OF	TIAS	
DEED	UF	SALE	

THIS DEED OF SALE is made on this ........... day of ......, 2025 (Two Thousand Twenty Five)

#### **BETWEEN**

(1) SRI NARENDRA KUMAR BOSE (PAN NO. xxxxxxxxxxx), son of Late Haripada Bose, by faith-Hindu, by profession- Business, by Nationality: Indian, resident of A-8/182, Kalyani Township, under P.O. and P.S. Kalyani, District: Nadia and (2) SRI SOUMENDRA BOSE (PAN NO. xxxxxxxxxx), son of Sri Narendra Kumar Bose, by faith-Hindu, by profession- Business, by Nationality: Indian, resident of A-8/182, Kalyani Township, under P.O. and P.S. Kalyani, District: Nadia, hereinafter jointly called and referred to as the LAND OWNERS/VENDORS (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include respective their heirs executor, administrators, successors, legal representatives and assigns) of the FIRST PART, being represented by their Constituted Attorney SRI MOHANISH SHAW (PAN NO. xxxxxxxxxx), son of Sri Mohan Kumar Shaw, by occupation: Business, by religion: Hindu, by Nationality: Indian, resident of A-9/5, Kalyani Township, under P.O & P.S. Kalyani, District: Nadia, sole Proprietor of 'DHANUSHDHARI DEVELOPERS'.

#### AND

**DHANUSHDHARI DEVELOPERS, a Proprietorship Firm,** having its office at A-9/5, Kalyani Township, under P.O & P.S. Kalyani, District: Nadia, being represented by its sole Proprietor **SRI MOHANISH SHAW (PAN NO.** xxxxxxxxxxx), son of Sri Mohan Kumar Shaw, by occupation: Business, by religion: Hindu, by Nationality: Indian, resident of A-9/5, Kalyani Township, under P.O & P.S. Kalyani, District: Nadia, hereinafter called and referred to as the **DEVELOPER/CONFIRMING PARTY**, (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, administrators legal representatives and assigns) of the SECOND PART

	AND				
SRI / SMT	•••••	(PAN NO.	××××××××),	wife/son/	daughter of
,	, a		, by profess	on:	, by
Dhanushdhari Developers					

A NITO

**WHEREAS** Sri. Narendra Kumar Bose has purchased in total 5.701 decimals land with part construction from R.S Plot No. 89, corresponding L.R. Plot No. 120, 3.51 decimals land with part construction from R.S Plot No. 95, corresponding L.R. Plot No. 129 and 12.92 decimals land with part construction from R.S Plot No. 94, corresponding L.R. Plot No. 127, all of Mouza- Khasbati, J.L. No. 7, under P.S. Bizpur, A.D.S.R. Naihati, District: North 24 Parganas, vide four registered Deeds of Sale, being Nos. 8745 for the year 2013, which was registered before the office of the A.D.S.R. Naihati, Sale Deed No. 9991 for the year 2013, which was registered before the office of the A.D.S.R. Naihati, Sale Deed No.1068 for the year 2014, which was registered before the office of the A.D.S.R. Naihati and Sale Deed No. 81 of 2016, which was registered before the office of the A.R.A.-IV, Kolkata.

**AND WHEREAS** Sri Soumendra Bose has purchased in total 3.56 decimals land with part construction from R.S Plot No. 89, corresponding L.R. Plot No. 120, 1.77 decimals land with part construction from R.S Plot No. 95, corresponding L.R. Plot No. 129 and 6.45 decimals land with part construction from R.S Plot No. 94, corresponding L.R. Plot No. 127, all of Mouza- Khasbati, J.L. No. 7, under P.S. Bizpur, A.D.S.R. Naihati, District: North 24 Parganas, vide registered Deed of Sale, being No. 10034 for the year 2013, which was registered before the office of the A.D.S.R. Naihati.

**AND WHEREAS** said Narendra Kumar Bose and Soumendra Bose, being the LAND OWNERS/VENDORS, thus acquired absolute right, title and interest in the above said plots of land, specifically described in the FIRST SCHEDULE herein below, and they have mutated their names in the records of the B.L.& L.R.O. as well as in the records of the Halishahar Municipality.

**AND WHEREAS** on making payment of the relevant taxes and outgoings to the competent authorities, the LAND OWNERS/VENDORS herein have become absolutely seized and possessed of and otherwise sufficiently entitled to the property described in the FIRST SCHEDULE.

**AND WHEREAS** being in absolute ownership and possession of the property described in the FIRST SCHEDULE hereunder, the LAND OWNERS/VENDORS decided to develop the said property by raising a multi-storied building thereon, but due to scarcity of funds as well as lack of experience they had approached the Party of the Third Part, being the DEVELOPER/CONFIRMING PARTY herein for developing the said property.

AND WHEREAS the LAND OWNERS/VENDORS have entered into one Development Agreement with respect to the property described in FIRST SCHEDULE hereunder written on the 5th day of July, 2022, vide one registered Deed being No. 7958 for the year 2022, recorded in Book No. I, Vol. No. 1507-2022, Pages No. 171692 to 171736 registered in the Office of Additional District Sub-Registrar of Naihati for construction of multi-storied buildings, consisting of several residential flats, office spaces, showrooms, units, with other common areas, spaces, parts, amenities and facilities relating thereto as per the building plan sanctioned by the competent authority of Halisahar Municipality at the cost, expense and responsibilities of the DEVELOPER/CONFIRMING PARTY. The VENDORS/LAND OWNERS also executed one Development Power of Attorney in favour of the DEVELOPER/CONFIRMING PARTY being No. 150709130 for the year 2022, recorded in Book No.-I, Vol. No. 1507-2022, Pages No. 193111 to 193136, registered in the Office of Additional District Sub-Registrar of Naihati.

**AND WHEREAS** vide the said registered Agreement for Development, the LAND OWNERS/VENDORS conferred upon the DEVELOPER/CONFIRMING PARTY the authority to construct and complete the multi-storied buildings upon the property

described in the FIRST SCHEDULE on the basis of the plan sanctioned by the concerned authority of the Halisahar Municipality.

AND WHEREAS the DEVELOPER/CONFIRMING PARTY at his own cost and efforts but in the name of the LAND OWNERS/VENDORS submitted for sanction of a building plan before the Halisahar Municipality with an object to construct the multi-storied buildings upon the property described in the FIRST SCHEDULE consisting of several residential flats along with commercial spaces with other common areas, spaces, parts, amenities and facilities relating thereto and the concerned authority of the Halisahar Municipality duly sanctioned the said building plan dated 31.01.2024, hereinafter referred to as the 'Sanctioned Building Plan' by permitting the LAND OWNERS/VENDORS and DEVELOPER/CONFIRMING PARTY to construct the storied buildings upon the FIRST SCHEDULE property as per the Sanctioned Building Plan.

**AND WHEREAS** the DEVELOPER/CONFIRMING PARTY herein got possession of the said FIRST SCHEDULE property and on demolition of the old structures standing on the said FIRST SCHEDULE property, the DEVELOPER/CONFIRMING PARTY started construction of the G+4 storied buildings as per the sanctioned building plan, having commercial, semi-commercial and residential spaces, with other common areas, spaces, parts, amenities and facilities relating thereto, to be called and known as 'GANGA KINARE', on the property described in FIRST SCHEDULE hereunder.

**AND WHEREAS** pursuant to the PURCHASER approached the DEVELOPER/CONFIRMING PARTY for purchase of one commercial space in the Ground Floor of Tower No. II in the project known as "GANGA KINARE".

AND WHEREAS the VENDORS/LAND OWNERS and the DEVELOPER/CONFIRMING PARTY have jointly agreed to sell to the PURCHASER Flat No. ......, on the ...... Floor (..... Facing), in Tower No. ....., admeasuring Carpet Area ..... Sq. Ft., Built-up Area ..... Sq. Ft., and Super Built-up Area ..... Sq. Ft. (approx), consisting of ..... Bedroom(s), ..... Drawing/Dining, ..... Kitchen, ..... Toilet(s), ...... Balcony(s), with

**AND WHEREAS** the PURCHASER has paid to the LAND OWNERS/VENDORS and DEVELOPER/CONFIRMING PARTY the said sum of **Rs.** xxxxxxxxx/- (**Rupees** ......) only as shown in the Memo of Consideration herein below written and the property described in the SECOND SCHEDULE herein below, is being sold jointly by the LAND OWNERS/VENDORS and DEVELOPER/ CONFIRMING PARTY on receipt of the consideration money.

AND WHEREAS the LAND OWNERS/VENDORS and DEVELOPER/CONFIRMING PARTY have received from the PURCHASER within named, the said sum of Rs. xxxxxxxx/- (Rupees ..........) only as full and final consideration money for sale of the Flat No. ......, on the ...... Floor (...... Facing), in Tower No. ....., admeasuring Carpet Area ...... Sq. Ft., Built-up Area ...... Sq. Ft., and Super Built-up Area ...... Sq. Ft. (approx), consisting of ...... Bedroom(s), ...... Drawing/Dining, ...... Kitchen, ...... Toilet(s), ........ Balcony(s), with undivided proportionate share in land described in Schedule A, in the project titled "GANGA KINARE" situated at Mouza Khasbati, P.S. Bizpur, District: North 24 Parganas, within the limits of Halisahar Municipality WITH undivided, un-demarcated proportionate share, interest and ownership in the land upon which the said G+4 storied lift facilitated building has been erected and built, more specifically described in the SECOND SCHEDULE hereunder written, TOGETHER WITH right of easements of all other common areas, spaces, unit's roof, lift, parts,

amenities and facilities, more fully and clearly described and mentioned in the THIRD SCHEDULE and FOURTH SCHEDULE written hereunder and has handed over the peaceful Khas vacant possession thereof unto the PURCHASER, which the PURCHASER duly accepted from the LAND OWNERS/VENDORS and the DEVELOPER/CONFIRMING PARTY.

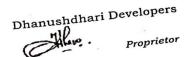
**AND WHEREAS** the LAND OWNERS/VENDORS and the DEVELOPER/CONFIRMING PARTY have represented that they have not done anything which shall render the presents invalid and that they have absolute and transferable right title interest in the property descried in the SECOND SCHEDULE herein below, which they are voluntarily selling, conveying and transferring to the PURCHASER herein.

NOW THIS INDENTURE WITNESSES AND THE PARTIES HEREBY AGREE that in terms and the covenants hereto before recited and in pursuance of the consideration of the said sum of Rs. xxxxxxxx/- (Rupees .....) only truly paid by the PURCHASER to the LAND OWNERS/VENDORS and the DEVELOPER/CONFIRMING PARTY in the manner as shown in the Memo of Consideration herein below written, being the full amount of consideration money herein above fixed and the receipt of the value whereof the LAND OWNERS/VENDORS and the DEVELOPER/ CONFIRMING PARTY doth hereby acknowledge and from the payment of the same and every part thereof hereby acquit release and forever discharge the PURCHASER; the LAND OWNERS/VENDORS DOTH HEREBY GRANT, TRANSFER, CONVEY, ASSIGN and the DEVELOPER/CONFIRMING PARTY doth hereby assure and confirm unto and in favour of the PURCHASER ALL THAT PART AND PARCEL of one residential space, Flat No. ....., on the ..... Floor (..... Facing), in Tower No. ....., admeasuring Carpet Area ..... Sq. Ft., Built-up Area ..... Sq. Ft., and Super Built-up Area ..... Sq. Ft. (approx), consisting of ..... Bedroom(s), ..... Drawing/Dining, ..... Kitchen, ..... Toilet(s), ....... Balcony(s), **TOGETHER WITH** undivided, un-demarcated proportionate share, interest and ownership in the land upon which the said G+4 storied lift facilitated building has been erected and built, more specifically described in the SECOND SCHEDULE hereunder written, TOGETHER WITH right of easements of all other common areas,

spaces, unit's roof, lift, parts, amenities and facilities, more fully and clearly described and mentioned in the THIRD SCHEDULE and FOURTH SCHEDULE written hereunder TOGETHER WITH all right title and interest, benefits, advantages, property claim and demand upon the same AND also the right, title, interest, property claim and demand whatsoever exclusively relating to the said property described in the Schedule 'B' hereunder, AND TO HAVE AND TO HOLD the same unto and in favour and to the use of the PURCHASER together with the right of inheritance along with the right of transferring the same freely including the right to sell, gift, transfer, convey, lease, mortgage, charge, let out or part with possession of the same in the said building absolutely and forever BUT SUBJECT NEVERTHELESS TO the PURCHASERS' covenants hereunder contained and on the conditions to be observed, fulfilled and performed (including the restrictions, conditions, covenants and obligations set forth hereunder) AND SUBJECT TO the PURCHASER paying and discharging Municipal and all other rates, taxes, impositions and all other outgoings on and in respect of the SECOND SCHEDULE property wholly and the Common Expenses and all Municipal and other rates, taxes and impositions and other outgoings on and in respect of the same and in particular the common areas and installations proportionately.

## THE LAND OWNERS/VENDORS and DEVELOPER/CONFIRMING PARTY DO HEREBY COVENANT WITH THE PURCHASER as follows:

- **1.** The interest which the LAND OWNERS/VENDORS and the DEVELOPER/CONFIRMING PARTY do hereby profess to transfer subsists and that the LAND OWNERS/ VENDORS and the DEVELOPER/CONFIRMING PARTY have good right, full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the PURCHASER the property described in SECOND SCHEDULE in the manner aforesaid.
- **2.** It shall be lawful for the PURCHASER, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to HOLD USE AND ENJOY the property described in the SECOND SCHEDULE and to



receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the LAND OWNERS/ VENDORS and the DEVELOPER/CONFIRMING PARTY or any person or persons claiming through or under or in trust for the LAND OWNERS/VENDORS and the DEVELOPER/CONFIRMING PARTY or any of them AND freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever.

**3.** The VENDOR and the DEVELOPER/CONFIRMING PARTY shall from time to time and at all times hereafter upon every reasonable request and at the costs of the PURCHASER make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the said property described in the SECOND SCHEDULE hereby granted sold conveyed and transferred into and to the PURCHASER in the manner aforesaid as shall or may be reasonably required by the PURCHASER.

**4.** It is expressly agreed and understood by and between the parties hereto that the VENDORS as well as the DEVELOPER/CONFIRMING PARTY have paid all the charges outgoings dues payable by the VENDORS as well as the DEVELOPER/CONFIRMING PARTY in respect of the land described in the FIRST SCHEDULE as well as the property described in the SECOND SCHEDULE to the competent authorities as on date.

### THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDORS/LAND OWNERS AND DEVELOPER/CONFIRMING PARTYS as follows:

**1.** That the PURCHASER shall at her own cost and expense install separate electric meter in the common electric meter space for electricity to be consumed in the property described in the SECOND SCHEDULE hereunder written, for which the VENDORS/LAND OWNERS and the DEVELOPER/CONFIRMING PARTY has provided spaces in the said building and agreed to extend their cooperation with the PURCHASER for such installation.

**2.** That the PURCHASER shall have limited and conditional right of user over the common areas and facilities available in respect of the common area but shall have proportionate undivided right over the common areas and facilities available in project called 'GANGA KINARE' in the manner more fully described in the THIRD SCHEDULE and FOURTH SCHEDULE hereunder written.

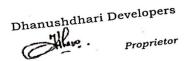
**3.** That the PURCHASER shall observe, perform and fulfil the covenants, stipulations and obligations required to be performed by the PURCHASER as mentioned herein and pay all taxes, maintenance charges and all other outgoings in respect of the property described in the SECOND SCHEDULE wholly and in respect of the common portions proportionately.

**4.** That the PURCHASER shall not interfere with or obstruct or cause any sort of obstruction on the construction on the common areas and common parts of the building, namely, GANGA KINARE.

**5.** That the PURCHASER or her servants or agents shall not in any way obstruct or cause to be obstructed the common passage, spaces, areas, landings, unit's roof, lift, staircase of the said building nor shall keep store or throw any rubbish or other combustible materials goods or furniture there nor shall allow to do or cause to be allowed to do any act deed matter or thing whereby the object of common enjoyment of the common parts, amenities and conveniences of the said building is in any way adversely affected or vitiated to the detriment of the interest of the other owners or occupants of the other residential units/offices/ showrooms/ commercial spaces or units/shops in the building, namely, GANGA KINARE.

**6.** That the PURCHASER shall bear and pay proportionate common expenses, more particularly mentioned in the FIFTH Schedule hereunder.

**7.** That the PURCHASER acknowledges that if any clause of this Deed shall be determined to be void or unenforceable under any applicable law, such provisions shall



be deemed to have been amended or deleted in so far as are reasonably inconsistent

with the purpose of this Deed and to the extent necessary to conform to the applicable

laws and the remaining provisions of this Deed shall remain valid and enforceable in

Laws.

**8.** That the PURCHASER confirms that all the obligations arising under this Deed in

respect of the said land over which the buildings are constructed and/or the property

described in the SECOND SCHEDULE shall equally be applicable and enforceable

against any and all occupiers, tenants, licenses and/or subsequent purchasers of the

property described in the SECOND SCHEDULE for all intents and purposes and the

PURCHASER undertakes that the PURCHASER shall take sufficient steps to ensure the

performance in this regard.

THE PURCHASER DOTH HEREBY FURTHER AGREE ACCEPT AND DECLARE as

follows:

(A) MANAGEMENT OF GANGA KINARE COMPLEX:

1. A suitable entry to be formed initially by the GANGA KINARE AUTHORITY and shall

be entrusted with the maintenance and management of all common areas and facilities

that serve the interests of the project called GANGA KINARE. All such common areas

and facilities are mentioned in the THIRD SCHEDULE of this Deed by the GANGA

KINARE AUTHORITY. Till such time the Manager is so appointed, the authority shall,

by itself or through its nominee(s) maintain and manage the common areas and facilities

referred to above and that later on, a committee may be formed named as "GANGA

KINARE COMPLEX MANAGEMENT COMMITTEE".

2. Maintenance charges and expenses for the common areas and facilities of "GANGA"

KINARE" Complex shall be proportionately divided amongst the respective purchasers

and occupants. Each of the aforesaid maintenance charges and the proportionate

amount payable by each purchasers/occupants shall be initially decided by GANGA

KINARE AUTHORITY or the Manager and shall be binding on each purchaser/occupier.

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3. The detailed rules and regulations regarding maintenance, usage and management

of the unit and all common areas including terms of appointment of Manager shall be

initially decided by the GANGA KINARE AUTHORITY and the PURCHASER hereby gives

her unfettered and irrevocable consent for the same. Later on after formation of the

GANGA KINARE COMPLEX MANAGEMENT COMMITTEE it may be decided by them.

**4.** Additional charges on account of electrical infrastructure cost, electricity connection

charges, generator charges, security deposits, legal charges, advance maintenance

charges, municipal tax deposit and for any other additional facility shall be borne by

the PURCHASER on share basis or as may be determined by GANGA KINARE COMPLEX

MANAGEMENT COMMITTEE from time to time and the PURCHASER shall make such

payments after receiving information/notice from the committee.

5. In particular the GANGA KINARE AUTHORITY or the Manager shall have the right to

enter the unit of the PURCHASER with prior permission of the PURCHASER for the

purpose of carrying out emergency repairs in the interest of development or any other

extreme emergency purpose if so needed.

6. That after registration, delivery and taking possession of the residential and

commercial units, the costs of common electric consumption charges, maintenance,

repairs, common utility charges such as monthly electric consumption, water

consumption, generator maintenance, maintenance of lift operations, etc. and also

maintenance repairs in respect of all common areas and common utility of the said

building shall be paid every month by the PURCAHSER proportionately with the co-

owners of the units of the said building. However the rates may vary time to time as per

actual needs, subject to review by the GANGA KINARE COMPLEX MANAGEMENT

COMMITTEE.

7. The PURCHASER shall not use the property described in the SECOND SCHEDULE

or any portion thereof in such a manner which may or is likely to cause nuisance or

annoyance to the occupants or owners of the other residential units or office/showroom

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or unit/shop in the said building nor shall use the same for any illegal or immoral purpose.

**8.** That from the date of delivery of possession of the property described in the SECOND SCHEDULE, the PURCHASER shall pay her proportionate share of total expenses towards all outgoings in respect of monthly charges (more fully and clearly described in the FOURTH SCHEDULE written hereunder) for maintenance and service of the said building and for the common parts, amenities, easements relating to the said building and to the said property and shall also pay the proportionate share of municipal taxes, khajna and other rates to be levied for the said building and for the said property to the GANGA KINARE COMPLEX MANAGEMENT COMMITTEE or to the appropriate authority.

**9.** That without prejudice to the aforesaid in the event of default/delay by the PURCHASER of the units in making payment of the maintenance charges and other outgoings, the PURCHASER shall pay interest on the amount due @ 15% (Fifteen percent) per annum from the respective due date till payment is realized. Further initially GANGA KINARE AUTHORITY or the Manager, later the Management Committee of GANGA KINARE as the case may be shall have the right to take such further steps as may deem fit. The PURCHASER gives her unfetter and irrevocable consent to the same.

#### (B) COMMON AREA MAINTENANCE AND DEVELOPMENT DEPOSIT

1. The PURCHASER shall also be required to contribute funds initially towards repairs, replacements and improvements of the Complex to GANGA KINARE AUTHORITY at the rate which may be determined. Later on the funds to be transferred to the GANGA KINARE COMPLEX MANAGEMENT COMMITTEE which may determine the frequency, amount and proportion etc. of such contribution for future and the PURCHASER shall be bound to make payments for the same. Such deposits shall be interest free and may be adjusted against any arrears in common area maintenance charges/applicable taxes and also to be applied for repair, replacement and improvement of the common areas

and facilities of GANGA KINARE complex as initially the GANGA KINARE AUTHORITY

or its nominee or later Management Committee/Manager deem fit and proper.

2. The PURCHASER hereby understands and irrevocably agrees that these deposits

shall be held by GANGA KINARE AUTHORITY in a separate fund on behalf and for the

benefit of unit owners and any additional amounts deposited from time to time as

contemplated herein above on behalf of the PURCHASER. Further, on

formation/identification of a suitable management committee on behalf of all the unit

owners in accordance with applicable laws, the above fund shall be transferred to such

entity.

3. Any taxes/duties/cess/levies by any statutory authority not mentioned in earlier

agreement, within or during the period shall be imposed wherever applicable. Any

change in existing rates of taxes/duties/cess/levies imposed by any statutory authority

within or during the period, whether prospectively or retrospectively, shall also be

applicable as per statutory requirements.

**4.** The common areas and facilities as mentioned in the THIRD SCHEDULE below shall

at all times be held jointly by the PURCHASER with the other residential unit/shop

owners of the said buildings and shall be used and enjoyed by them in common amongst

themselves and neither the VENDORS/LAND OWNERS nor the

DEVELOPER/CONFIRMING PARTY nor any owner or occupier of any residential

unit/shop/commercial space of the said building shall be entitled to make partition

and/or division thereof nor claim to have exclusive right in any manner whatsoever in

any portion of such common areas and facilities, except for the exceptions as carved out

in the present Deed.

**5.** The PURCHASER shall be the members of the GANGA KINARE COMPLEX

MANAGEMENT COMMITTEE and shall observe and perform the laws, bye-laws, rules

and regulations, which the GANGA KINARE COMPLEX MANAGEMENT COMMITTEE

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will decide from time to time for maintenance, management, control and upkeep of the

said new building.

AND IT IS HEREBY FURTHER MUTUALLY AGREED DECLARED AND RECORDED

BY AND BETWEEN THE PARTIES HERETO as follows:

1. The LAND OWNERS/VENDORS and the DEVELOPER/CONFIRMING PARTY

covenant with the PURCHASER to execute any further document in writing in favour of

the PURCHASER, if necessary, according to law and got the same registered at the costs

and expenses of the PURCHASER when called upon to do so by the PURCHASER to

effect any rectification, addition or alteration to these presents for further and more

perfectly assuring the property described in the SECOND SCHEDULE hereunder

together with the other rights and incidents transferred and conveyed vide this deed, in

favour of the PURCHASER.

2. Subject to the provisions contained in this deed including the Schedule and subject

to the provisions of law for the time being in force, the PURCHASER shall be entitled to

exclusive ownership, possession and enjoyment of the property described in the

SECOND SCHEDULE together with other right of common easements connected thereto

hereby conveyed together with all the benefits and facilities as herein specifically

provided shall be heritable and transferable like as any other immoveable property.

3. That if for reason of force majeure, acts of God like natural calamity, i.e, earthquake,

flood or civil unrest, war or any nature of blocked or damage, injury or loss due to fire,

accident, mob violence attack or any other major disturbances or for reasons that are

beyond control of the LAND OWNERS/VENDORS and the DEVELOPER/CONFIRMING

PARTY or PURCHASER, and the other parties shall mutually make such arrangements

for the complex as may be just in the circumstances of the case.

4. That it is further agreed between the PURCHASER, VENDORS/LAND OWNERS and

the DEVELOPER/CONFIRMING PARTY of the property referred above that for the

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individual as well as common security of all the parties, a comprehensive fire insurance policy with earthquake cover has to be taken for protection of the property under

consideration.

5. GANGA KINARE AUTHORITY and its Architects/Planners/Designers reserves the

rights to amend any details/specifications/elevations/amenities/facilities, etc. at their

discretion, and have no obligation to give any notice to the PURCHASER prior to the

same. All floor plans, lay out plans, perspectives, dimensions and specifications

excluding the area of the units mentioned in the SECOND SCHEDULE are subject to

change by revised Municipal drawings without any notice, if so needed.

6. In case of sale, lease or otherwise alienate of the SECOND SCHEDULE mentioned flat

by the PURCHASER to any third party 'No Objection Certificate' from the GANGA

KINARE COMPLEX MANAGEMENT COMMITTEE shall be necessary and the GANGA

KINARE COMPLEX MANAGEMENT COMMITTE shall issue NO Objection Certificate for

sale considering that the maintenance amount along with all other charges in this

respect including fine levied, if any, by the MANAGEMENT COMMITTEE is paid up to

date and nothing falls due in this regard.

7. Actual physical possession of the SECOND SCHEDULE will be handed over to the

PURCHASER only after the execution and registration of this Deed in favour of the

PURCHASER or after completion of the residential unit, whichever is later.

8. That as a matter of necessity the PURCHASERS shall and will own use and enjoy the

property described in the SECOND SCHEDULE consistent with the common rights and

interests of the owners being lawfully entitled to the other

Flats/Units/Shops/Offices/Flats in GANGA KINARE Complex and shall and will use all

sewers, drains, water courses etc., available to the PURCHASER hereunder now in or

upon or hereafter may be erected and installed in the said flat hereby conveyed or any

part thereof in common with the said owners to the extent applicable and permit freely

to run and pass water and soil through the same or any of them and share with the said

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co-owners and other persons the cost of repairing and maintaining such sewers and drains and water courses etc. in terms hereof and use the same as aforesaid in accordance with the By-laws Rules Regulations and terms as be framed by the Association.

### AND THAT IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

- 1. The PURCHASER shall not demolish or remove or alter or cause to be demolished or removed or altered the whole or any part of the said residential flat of the said building PROVIDED ALWAYS THAT nothing herein contained shall prevent the PURCHASER to decorate the interiors of his units or to repair the same by replacing any fixtures and fittings, doors and windows and to that effect such other repairs or interior additions or alterations as may be necessary for the better use occupation and/or enjoyment of the same without endangering changing or altering the materials structures of the said building and also the outer/exterior look or pattern of the said building.
- **2.** The PURCHASERS' undivided proportionate share or interest in the land more fully described in the FIRST SCHEDULE hereunder written shall remain joint for all times with the VENDORS/LAND OWNERS and/or other OWNERS of units in GANGA KINARE who may hereafter or hereto before have acquired similar right, title and interest in the LAND and any flat/office/showroom/unit/shop in the building being hereby declared that the interest in the soil is impartible and joint interest in the land is obligatory.
- **3.** The VENDORS/LAND OWNERS and the DEVELOPER/CONFIRMING PARTY further covenants with the PURCHASER that the PURCHASER shall have every right to get her name recorded in the Municipal and Revenue Records in place of the VENDORS/LAND OWNERS or their Predecessors-in Title and the VENDORS/LAND OWNERS and the DEVELOPER/CONFIRMING PARTY shall, if necessary according to law, do and execute all deeds and things in writing to that effect, at the costs and expenses of the PURCHASER.

## FIRST SCHEDULE ABOVE REFERRED TO (DESCRIPTION OF THE LAND)

**ALL THAT PIECE AND PARCEL** of Land ad-measuring 9.261 decimals land comprised in R.S. Plot No. 89, corresponding L.R. Plot No. 120, a little more or less, 19.37 decimals land comprised in R.S. Plot No. 94, corresponding L.R. Plot No. 127, a little more or less, and 5.28 decimals land comprised in R.S. Plot No. 95, corresponding L.R. Plot No. 129, a little more or less, in total 33.911 decimals, appertains to L.R. Khatian Nos. 1665, 1671, and 1663, all of Mouza- Khasbati, J.L. No. 7, under P.S. Bizpur, District: North 24 Parganas, under the Limits of Halisahar Municipality, A.D.S.R. office Naihati, in the District of North 24 Parganas, with a dilapidated structure of about 300 Square Feet, which is butted and bounded as follows:

On the North: 10 feet wide Dr. N.C Bose Road

On the South: Land of Manik Chatterje

On the East: House of Badal Chatterjee, since deceased

On the West: House of Shishir Chatterjee

## SECOND SCHEDULE ABOVE REFERRED TO (DESCRIPTION OF FLAT)

ALL THAT PART AND PARCEL of one commercial space No.: GA, in the Ground Floor, Tower No: II (Two), having Flat No. ......, on the ...... Floor (...... Facing), in Tower No. ....., admeasuring Carpet Area ...... Sq. Ft., Built-up Area ...... Sq. Ft., and Super Built-up Area ...... Sq. Ft. (approx), consisting of ...... Bedroom(s), ...... Drawing/Dining, ..... Kitchen, ...... Toilet(s), ....... Balcony(s), with undivided proportionate share in land described in Schedule A, in the project titled "GANGA KINARE" situated at Mouza Khasbati, P.S. Bizpur, District: North 24 Parganas, within the limits of Halisahar Municipality. situated within the project named and styled "GANGA KINARE" and constructed in the land described in the FIRST SCHEDULE.

**TOGETHER WITH** proportionate undivided and demarcated indivisible impartible share in the Common Areas and Installations mentioned and described in the THIRD

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SCHEDULE hereunder written attributable to the said flat AND TOGETHER WITH proportionate undivided demarcated indivisible impartible share in the land described and mentioned in the FIRST SCHEDULE herein above written attributable to the said flat.

Structure	RCC footings on piles and frame structure	
External Finish	Water proof acrylic base paint four sides and front surface with Wall putty	
Staircase	ase Granite and White Marble	
Flooring	Vitrified Tiles in bedrooms, living/dining room and balcony	
Toilets	Dado-Glazed tiles up to 5 feet, white-commode and basin, CP fittings of reputed make with fibre doors	
Windows	Anodized aluminium windows/ Grills optional extra cost	
Doors	Flush door with one side teak finish. Internal flush door with oil paint.	
Interior Finish	POP/Polly Life of reputed make	
Electric	Wires and switches from reputed make. A.C. point at extra cost.	

## THIRD SCHEDULE ABOVE REFERRED TO (COMMON AREAS AND COMMON FACILITIES)

- (i) The open space around GANGA KINARE complex and spaces within the building comprised of the entrance and exit through the main gate, other gates thereto, lift, staircase, landing in each floor, and also the unit's roof, etc.
- (ii) The foundation, columns, beams, support, corridors, lobbies, stair, stairways landings, entrances, exits and pathways.
- (iii) Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
- (iv) The durwans & maintenance staff rest room with electrical wiring, switches and points, fittings and fixtures.

(v) Transformer, electrical wiring, meters, fittings and fixtures for lighting the staircase lobby and other common areas excluding those as are installed for any particular Flat/Unit/Apartment and spaces required therefore.

(vi) Windows/doors/grills and other fittings of the common area of the premises.

(vii) Passenger lifts/ elevators with all machineries, accessories and equipment (including lift machine rooms) and lift wells for installing the same and lift lobbies on all floors.

(viii) Electrical Sub-Station, Electrical Control Panels and accessories, subject to necessary permissions.

(ix) Water Pump and common pumping installations for pumping of water from underground water tanks to the reservoirs on the roof.

(x) Standby diesel generator set for common lights as well as for operation of lifts and pumps during power failure and room/space therefore.

(xi) Drainage and Sewerage evacuation pipes from the Units to drains and sewers common to the New Building.

(xii) Outer walls of the New Building, foundation walls, Boundary Walls and Main gate to the New Building and the premises.

(xiii) Overhead Water Tank and underground water reservoir with distribution pipes there from connecting to different Units, if any, and from the underground water reservoir to the over-head water tanks.

(xiv) Such other common parts, areas, equipment, installations, fixtures, fittings, covered and open space in or about the said Premises and/or the building as are necessary for passage to or use and occupancy of the Flat/Unit/Apartment as are necessary.

# THE FOURTH SCHEDULE ABOVE REFERRED TO: (EASEMENTS GRANTED TO THE PURCHASER)

The PURCHASER shall be entitled to the easements, quasi-easements appendages and appurtenances belonging or appertaining to the said residential flat described in the SECOND SCHEDULE herein before mentioned, which are hereinafter specified Excepting and Reserving UNTO AND to the VENDORS/LAND OWNERS and other persons deriving right, title and/or permission from the said VENDORS/LAND OWNERS and the GANGA KINARE COMPLEX MANAGEMENT COMMITTEE, the rights, easements, quasi easements, privileges and appurtenances hereinafter more particularly set forth and hereunder written:

- 1. The right of access and use of the Common Areas and Installations in common with the PURCHASER and/or other Co-owners of the Building or the said premises and all persons permitted by the PURCHASER as the case may be connected with the use of the said Units.
- **2.** The right of protection of the said residential flat by and from all other parts of the building.
- **3.** The right of flow in common as aforesaid of electricity, water, drainage, sewerage and other common utilities from and/or to the said unit through pipes, conduits, cables and wires tying or being in under or over the other parts of the Building and/or the said premises so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the said Units.
- **4.** The right of the PURCHASER with or without workmen and necessary materials to enter from time to time upon the other parts of the said premises for the purpose of rebuilding, repairing, replacing or cleaning, so far as may be necessary, as aforesaid insofar as such rebuilding repairing as aforesaid cannot be reasonably carried out without such entry and in all such cases, excepting in emergent situation, upon giving forty-eight hours previous notice in writing of the PURCHASER intention so to enter to

the GANGA KINARE COMPLEX MANAGEMENT COMMITTEE, upon its formation and the Co-owners affected thereby.

All the above easements are subject to and conditional upon the PURCHASER paying and depositing the maintenance charges, municipal rates and taxes, common expenses, electricity charges or any other amount or outgoing payable by the PURCHASER under these presents within due dates and observing and performing the covenants terms and conditions on the pan of the PURCHASER to be observed and performed hereunder.

## FIFTH SCHEDULE ABOVE REFERRED TO: (COMMON EXPENSES AND MAINTENANCE COST)

1. MAINTENANCE: All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating, redecorating, renewing and replacing the main structure, all the Common Areas and Installations common-machineries, equipment installations and accessories for common services utilities and facilities (including the outer walls of the buildings) gutters and water pipes, drains and electric cables and wires in under or upon the buildings, staircase of and the boundary walls of the Complex.

**2. OPERATIONAL:** All expenses for running and operating, working and maintenance of all machineries, equipment, installations and accessories for common facilities and utilities (including generator, lifts, water pump with motor etc.) and all costs of cleaning and lighting the main entrance passage, landings, staircase and other common areas of the buildings and keeping the adjoining side space in good and repaired conditions.

**3. STAFF:** The salaries of and all other expenses on the staff (including Janitors/officers, clerks, bill-collector, liftman, chowkidars, sweepers, caretakers, electrician plumbers and other persons) to be employed for the Common Purposes (including bonus and oilier emoluments and benefits).

- **4. COMMITTEE:** Establishment and all other expenses of the committee or association and also similar expenses or any agency looking after the Common Purposes until handing over the same to the Committee.
- **TAXES:** Municipal and other rates, Sales Tax, GST, VAT, Service Tax and other taxes and levies and all other outgoings in respect of the said premises (save those assessed separately in respect of any unit).
- **6. COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto:
- **7. RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses pertaining to the pumps, lift and other common service charges and all other amount assessed against the said building and the units held by the PURCHASER, by the GANGA KINARE COMPLEX MANAGEMENT COMMITTEE.
- **8. OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Association or Holding Organisation for the Common Purposes.

**RECEIVED** of and from the within named Purchaser within mentioned some of **Rs.**xxxxxxxxx/- (**Rupees** ......) only being the consideration amount in full as per memo below-

#### MEMO OF CONSIDERATION

Date	By way	Amount	
	Cheque	Rs	

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

Dhanushdhari Developers

Signed and Delivered on behalf of the LAND OWNERS/VENDORS:
Signed Sealed and Confirmed on behalf of THE DEVELOPER/CONFIRMING PARTY:
Dhanushdhari Developers  Proprietor
Singed and Accepted by the PURCHASER:
In the presence of Witnesses:
1.
2.
Drafted and printed by me:
Advocate