

DEED OF SALE

THIS DEED OF SALE is made on the day of, 2025 (Two Thousand Twenty Five) **BETWEEN (1) SMT. BIJALI MONDAL (PAN : EYSPM5701G), (Aadhaar No.: 7112 6564 7791),** wife of- Late Kanai Lal Neogi alias Kanai Lal Mondal, **(2) SRI CHANDAN MONDAL (PAN : AJNPM1320R), (Aadhaar No.: 4594 6391 2383), (3) SRI JAYANTA MONDAL (PAN : ALHPM8537A), (Aadhaar No.: 5165 4273 2172),** both No. 3 & 4 sons of- Late Kanai Lal Neogi alias Kanai Lal Mondal, **(4) SMT. DEBI SARKAR (PAN : EMDPS8443E), (Aadhaar No.: 3780 8974 1606),** wife of- Sri Surajit Sarkar, daughter of- Late Kanai Lal Neogi alias Kanai Lal Mondal and **(5) SMT. ARATI BAIRAGI (PAN : CPCPB6642G), (Aadhaar No.: 3349 0006 5726),** wife of- Sri Ashok Bairagi, daughter of- Late Kanai Lal Neogi alias Kanai Lal Mondal, all by faith– Hindu, by Occupation– Business & Housewife, by Nationality- Indian,

residing at- Garia Station Road, P.O.- Garia, P.S.- Narendrapur (Erstwhile Sonarpur), Kolkata- 700084, District - South 24 Parganas, **(6) SMT. MOUSUMI SHRESTHA (PAN : RCIPS3365B), (Aadhaar No.: 3110 1137 7144)**, wife of Sri Madhu Shrestha, daughter of Nitai Mondal, by Faith- Hindu, by Occupation- Housewife, by Nationality- Indian, residing at- Garia Station Road, P.O.- Garia, P.S.- Narendrapur (erstwhile Sonarpur), Kolkata - 700084, District - South 24 Parganas, **(7) SMT. MITHU DUTTA (PAN : EBYPD9702D), (Aadhaar No.: 4533 6720 1670)**, wife of Kamal Dutta, daughter of Nitai Mondal, by Faith- Hindu, by Occupation- Housewife, by Nationality- Indian, residing at- Taramani Ghat Road, P.O.- Paschim Putiari, P.S.- Tollygunj, Kolkata - 700041, District - South 24 Parganas, **(8) TAPATI MONDAL (PAN : DTXPM1552C), (Aadhaar No.: 4388 3794 7726)**, wife of Late Raju Mondal, by Faith- Hindu, by Occupation- Housewife, by Nationality- Indian, residing at- Garia Station Road, Near B. P. High School, P.O.- Garia, P.S.- Narendrapur (erstwhile Sonarpur), Kolkata - 700084, District - South 24 Parganas, **(9) SMT. TANUSREE GANGULY (PAN : AVAPG8895L), (Aadhaar No.: 4448 2174 1191)**, wife of Sri Amit Ganguly, by faith- Hindu, by occupation- Business, by Nationality- Indian, residing at Garia Station Road, Post Office- Garia, Police Station- Narendrapur (Erstwhile Sonarpur), Kolkata - 700084, District- District - South 24 Parganas, **(10) GANGULY HOME SEARCH PRIVATE LIMITED (PAN- AADCG2860J)** a company incorporated under the provisions of Companies Act, 1956 having its registered office at 167, Garia Station Road, P.O- Garia, P.S.- Narendrapur (Erstwhile Sonarpur), Kolkata- 700084, District- South 24 Parganas, and represented by its authorized signatory **SRI SANDIP PRAMANIK (PAN - APCPP5996D), (Aadhaar No.: 5748 8928 9202)**, son of Sri Biswanath Pramanik, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- 14, Garia Place North, P.O.- Garia, P.S.- Narendrapur (Sonarpur), Kolkata- 700084, District- South 24 Parganas, **(11) ENLIGHTEN BUILDTECH PVT. LTD. (PAN- AAFCE9782K)** a Company incorporated under the Companies Act, 1956, having its registered Office at- 86B/2, Topsia Road, South, Flat No. 3D, Third Floor, P.O. Gobinda Khatik Road, P.S. Topsia, Kolkata - 700046, District- South 24 Parganas and, **(12) ENLIGHTEN**

PROMOTERS PVT. LTD. (PAN- AAFCE9781L), a Company incorporated under the Companies Act, 1956 and having its registered Office at- 86B/2, Topsia Road, South, Flat No. 3D, Third Floor, P.O. Gobinda Khatik Road, P.S. Topsia, Kolkata – 700046, District- South 24 Parganas and represented by one of their Director **SRI RISHAV JHUNJHUNWALA (PAN- AOTPJ5217K) (Aadhaar No.: 7323 5460 0427)**, son of – Sri Manish Jhunjhunwala, by faith – Hindu, by occupation- Business, residing at Flat no-1B, Rajbari, 19, Dover Place, P.O.- Gariahat, P.S.- Gariahat, Kolkata-700019, District- South 24 Parganas, all the above are being represented by **GANGULY EVERA DEVELOPERS LLP (PAN - 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, P.O.- Garia, P.S.– Narendrapur (erstwhile Sonarpur), Kolkata 700084, District – South 24 Parganas, represented through one of its designated partner **SRI AMIT GANGULY (PAN - AIEPG3746R), (Aadhaar No.: 2726 8086 1832)**, son of- Late Ranjit Ganguly, by faith– Hindu, by occupation– Business, by nationality- Indian, residing at- 174, Garia Station Road , P.O.- Garia, P.S.– Narendrapur (erstwhile Sonarpur), Kolkata– 700084, District- South 24 Parganas, (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 EVERA DEVELOPERS LLP (PAN - 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, P.O.- Garia, P.S.– Narendrapur (erstwhile Sonarpur), Kolkata 700084, District- South 24 Parganas, represented through one of its designated partner **SRI AMIT GANGULY (PAN - AIEPG3746R), (Aadhaar No.: 2726 8086 1832)**, son of- Late Ranjit Ganguly, by faith– Hindu, by occupation– Business, by nationality- Indian, residing at- 174, Garia Station Road , P.O.- Garia, P.S.– Narendrapur (erstwhile Sonarpur), Kolkata– 700084, District- South 24 Parganas, hereinafter referred to as the “**DEVELOPER**” (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**;

AND

..... (PAN) (Aadhaar No.) son/daughter/wife of, by faith-Hindu, by nationality – Indian, by occupation, residing at, India, hereinafter called the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**;

The Developer and Purchaser/s shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

The **LANDOWNERS** herein are jointly at present the lawful owners and seized and possessed of **ALL THAT** land measuring an area of about 27 (Twenty Seven) Cottahs 08 (Eight) Chittacks 02 (Two) sq. ft. be the same a little more or less lying and situated within at District – South 24 Parganas, Additional Sub-Registrar Office at Garia, P.S.- Narendrapur (erstwhile Sonarpur), P.O.- Garia, Mouza- Barhas Fartabad, JL No. 47, Under R.S. Khatian No. 1238, 1239, 1052, 1055 and 1056, L.R. Khatian No. 767, 2265, 2266, 4757, 4758, 4759, 4760, 4761 4762, 2260 and 2263 comprising in R.S. & L.R. Dag No. 99, 100, 103 & 104, within the limits of Rajpur Sonarpur Municipality, Ward No. 29, presently being Municipal Holding No. 3006, Garia Station Road, Kolkata – 700 084, and the said land has been more fully and particularly described in the Schedule "A" hereunder written;

HISTORY OF TITLE :-

RS Dag No. 103 of Mouza – Barhans Fartabad, Land measuring 18 decimal

1. Nanigopal Sardar and Hiralal Sardar both sons of Ramchandra Sardar had been the joint owners having equal share of land measuring 9 decimal out of Total land measuring 18 decimal within RS Dag No. 103 of Mouza – Barhans Fartabad and their names were recorded in the RSROR under RS Khatian No. 1238;

2. Nanigopal Sardar while possessing his share of land measuring 4.5 decimal, he died leaving behind his wife Bijanbala Sardar, 3 sons Dr. Sudhangshu Sekhar Sardar, Subhendu Sekhar Sardar, Ardhendu Sekhar Sardar and 5 daughters Ashalata Sanfui, Shibani Roy, Nilima Halder, Gita Biswas and Gayatri Mondal as his only legal heirs;
3. That Swati Mukherjee, Anita Basak and Saraswati Saha being partners of 'M/s, Constructions and Technical Services' vide Deed No. 9433/1992 of DR Alipore purchased land measuring 4.5 decimal within RS Dag No. 103 under RS Khatian No.1238 of Mouza – Barhans Fartabad from Bijanbala Sardar, Dr. Sudhangshu Sekhar Sardar, Subhendu Sekhar Sardar, Ardhendu Sekhar Sardar, Ashalata Sanfui, Shibani Roy, Nilima Halder, Gita Biswas and Gayatri Mondal, the legal heirs of Late Nani Gopal Sardar;
4. That said Anita Basak and Saraswati Saha vide Deed No. 4325/2003 of DR Alipore sold their 2/3rd share in said land measuring 4.5 decimal within RS Dag No. 103 under RS Khatian No.1238 of Mouza – Barhans Fartabad to said Swati Mukherjee ;
5. Said Swati Mukherjee by executing a Deed of Sale bearing No. 00437/2014 of ADSR Garia sold her said land measuring 4.5 decimal within RS Dag No. 103 under RS Khatian No.1238 of Mouza – Barhans Fartabad to Ganguly Home Search Pvt. Ltd.
6. Said Hiralal Sardar died on 08-03-1980 and his wife Anila Sardar died on 27-12-2006 leaving their 2 (two) sons namely Purnendu Sekhar Sardar, Arabinda Sardar (who pre-deceased his mother on 18.12.2000 leaving behind his wife Smt. Dipali Sardar and 3 (three) daughters Smt. Mahua Mondal, Smt. Mousumi Mondal, Smt. Madhumita Halder as his legal heirs and successors) and 6 (six) daughters namely (1) Smt. Provabati Giri, (2) Smt. Sova Naskar, (3) Smt. Niva Mondal, (4) Smt. Subhra Mondal, (5) Biva Mondal (who pre-deceased her mother on 06.06.1994 leaving behind her four sons namely Sri Ashoke Kumar Mondal, Sri Sasankha Sekhar Mondal, Sri Samarendra Mondal, Sri Amarendra Mondal and four daughters namely Smt. Sumitra Naskar, Smt. Sabita Mondal, Smt. Kabita Mondal, Mira Naskar who died on 19.01.1976 leaving behind her husband Sri Sushil Kumar Naskar and two sons Sri Ramprasad Naskar, Sri Shyamaprasad Naskar as her legal heirs and successors) and (6) Reba Sardar who died on 03.01.2011 leaving behind her only son Sri Sudip Sardar as her legal heir and successor;
7. Said Purnendu Sekhar Sardar while owning and possessing his 1/8th share, by executing a Deed of Sale bearing No. 03613/2020 of ADSR Garia, he sold his 1/8th share i.e. land measuring 0.56 decimal within RS Dag No. 103 under RS Khatian No. 1238 of Mouza – Barhans Fartabad to said Ganguly Home Search Pvt. Ltd.
8. Biva Mondal while owning and possessing her 1/8th share in the said property mentioned in the Schedule A below, she died leaving behind her four sons namely Ashoke Mondal, Shasanka Shekhar Mondal, Samarendra Mondal and Amarendra Mondal and four daughters Sumitra, Sabita, Mira and Kabita as her legal heirs. The said Samarendro died leaving his wife

Namita Mondal and son Abhijit Mondal as his legal heirs. Said Mira Naskar died leaving behind Ramprasad Naskar and Shyama Prasad Naskar. Said 1) Sri Ashoke Kumar Mandal 2) Sri Sasanka Sekhar Mondal 3) Sri Amarendra Nath Mondal 4) Sri Avijit Mondal 5) Smt Namita Mondal 6) Smt Sumitra Naskar 7) Smt Sabita Mondal 8) Sri Ramprasad Naskar 9) Sri Shyama Prasad Naskar 10) Smt Kabita Naskar while possessing their 1/8th share, by executing a Deed of Sale bearing No. 03341/2020 of ADSR Garia, they sold their 1/8th share i.e. land measuring 0.56 decimal within RS Dag No. 103 under RS Khatian No. 1238 of Mouza – Barhans Fartabad to Enlighten Buildtech Pvt. Ltd., and Enlighten Promoters Pvt. Ltd.,

9. Said Provabati Giri while possessing her 1/8th share, she by executing a Deed of sale being Deed No. 11255/2014 of ADSR Sonarpur, she sold the same to City Star Griha Udyog Private Limited;
10. Said Niva Mondal while possessing her 1/8th share, by executing a Sale Deed being No. 11257/2014 of ADSR Sonarpur, she sold the same to City Star Griha Udyog Private Limited;
11. Said Subhra Mondal while possessing her 1/8th share, by executing a Sale Deed being No. 11256/2014 of ADSR Sonarpur, she sold the same to City Star Griha Udyog Private Limited;
12. Said City Star Griha Udyog Private Limited by virtue of aforesaid three Deeds, while owning said land measuring 1.67 decimal within RS Dag No. 103 under RS Khatian No. 1238 of Mouza – Barhans Fartabad it sold the same to Enlighten Buildtech Pvt. Ltd., and Enlighten Promoters Pvt. Ltd. by executing a Deed of Sale bearing No. 3616/2020 of ADSR Garia;
13. Said Smt. Sova Naskar while owning and possessing her 1/8th share, by executing a Deed of Sale bearing No. 03344/2020 of ADSR Garia, she sold her 1/8th share i.e. land measuring 0.56 decimal within RS Dag No. 103 under RS Khatian No. 1238 of Mouza – Barhans Fartabad to said Enlighten Buildtech Pvt. Ltd., and Enlighten Promoters Pvt. Ltd.
14. Said Sudip Sardar, legal heir of Reba Sardar while owning and possessing his 1/8th share, by executing a Deed of Sale bearing No. 03343/2020 of ADSR Garia, he sold his 1/8th share i.e. land measuring 0.56 decimal within RS Dag No. 103 under RS Khatian No. 1238 of Mouza – Barhans Fartabad to said Enlighten Buildtech Pvt. Ltd., and Enlighten Promoters Pvt. Ltd.
15. Said Smt. Dipali Sardar, Smt. Mahua Mondal, Smt. Madhumita Halder wife and two daughters of Late Arabinda Sardar while owning and possessing their share in the said land by executing a Deed of Sale bearing No. 03342/2020 of ADSR Garia, they sold the same to said Enlighten Buildtech Pvt. Ltd., and Enlighten Promoters Pvt. Ltd. Another daughter of said Late Arabinda Sardar namely Smt. Mousumi Mondal by executing a Deed of Sale bearing No. 04297/2020 of ADSR Garia, she

sold the same to said Enlighten Buildtech Pvt. Ltd., and Enlighten Promoters Pvt. Ltd. Thus by aforesaid Two Deeds said Enlighten Buildtech Pvt. Ltd., and Enlighten Promoters Pvt. Ltd got 1/8th share of Late Arabinda Sardar i.e. land measuring 0.56 decimal within RS Dag No. 103 under RS Khatian No. 1238 of Mouza – Barhans Fartabad from his legal heirs.

16. One Rajani Bhusan Sardar alias Rajani Bhusan Roy purchased land measuring 9 decimal in RS Dag No. 103 under RS Khatian No. 1239 of Mouza – Barhans Fartabad vide Deed No. 4804/1952 of SR Baruipur from Smt. Maharani Devi;
17. Said Rajani Bhusan Sardar alias Rajani Bhusan Roy while owning and possessing land measuring 9 decimal out of Land measuring 18 decimal in RS Dag No. 103 under RS Khatian No. 1239 of Mouza – Barhans Fartabad, he by executing a Deed of Gift bearing No. 6712/1993 of ADSR Sonarpur gifted land measuring 6 decimal to his eldest son Sujit Kumar Roy; Said Rajani Bhusan Sardar alias Rajani Bhusan Roy while owning his rest 3 decimal land he died on 29-07-2008 leaving behind his wife Smt. Shibani Roy three sons Sujit Kumar Roy, Surojit Roy, Alope Kumar Roy and 2 daughters Smt. Tapati Jana and Smt. Pranati Jana as his only legal heirs who jointly inherited said land measuring 3 decimal. Said Smt. Shibani Roy, Sujit Kumar Roy, Surojit Roy, Smt. Tapati Jana and Smt. Pranati Jana while possessing their 5/6th share in said land measuring 3 decimal, they gifted their share to said Alope Kumar Roy vide Deed No. 5492/2010 of DSR-IV Alipore;
18. That meanwhile said Sujit Kumar Roy took a financial loan from UCO Bank, Sadananda Road Branch mortgaging the said land measuring 9 decimal in RS Dag No. 103 under RS Khatian No. 1239 of Mouza – Barhans Fartabad also distinguished as Rajpur-Sonarpur Municipal Holding No. 1145, Garia Main Road, Kolkata – 700084; Said Rajani Bhusan Sardar alias Rajani Bhusan Roy was the Gurantor in the said Loan. Due to non-payment of the said loan, the borrower was classified as NPA on 30-06-2007; Thereafter upon serving statutory Notices to the Borrower and the Guarantor, the Bank/secured Creditor published an E-auction notice to the News Papers and also complied the provisions under Rules 8(6) and 9(1) of the Security Interest Enforcement Rules, 2002 by sending 30 days notice to said Sujit Kumar Roy and Alope Kumar Roy who claimed ownership of the said property by their aforesaid Deeds. That thereafter Vide Sale Certificate dated 18-10-2019 issued by Authorised Officer UCO Bank Zonal Office, Kolkata in terms of Rule 9(6) of the Security Interest Enforcement Rules, 2002, one Tanusree Ganguly against Valuable consideration, purchased said land measuring 9 decimal in RS Dag No. 103 under RS Khatian No. 1239 of Mouza – Barhans Fartabad. Thereafter the said 'Sale Certificate' dated 18-10-2019 was registered on 05-04-2021 vide 'Indenture of Registration of Sale Certificate' before ADSR- Garia bearing Deed No. 02455/2021;

RS Dag No. 99 of Mouza – Barhans Fartabad, Land measuring 8 decimal

19. Satish Chandra Bairagi was the recorded owner of the demarcated land measuring about 4 Katha 14 chitack land in C.S. & R.S. Dag No. 99 under C.S. Khatian No. 1056 and

R.S. Khatian No. 747 within Mouza- Barhans Fartabad with other lands and while owning the same he sold the same vide Deed no. 3544/1933 of D.R. Alipore to Smt. Bhushan Bala Dasi. Said Smt Bhushan Bala Dasi gifted her said property to Smt. Sandhyarani Sannyal vide Gift Deed being No. 1093/1977 of D.R. Alipore. Said Smt. Sandhyarani Sannyal transferred 1 katha 4 chittack 2 sq. ft. Bastu land out of her said 4 Katha 14 chitack vide Sale Deed no. 1913/1986 of A.D.S.R. Sonarpur to Smt. Kamala Mondal wife of Pashupati Mondal. Said Kamala Mondal while was in possession of her said property she died on 21-08-2013 and thereafter her husband Pashupati Mondal also died on 14.10.1999 intestate leaving behind her six sons namely Sri Uday Mondal, Sri Rabin Mondal, Sri Dilip Mondal, Sri Sambhu Mondal, Gopal Mondal, Buddha Mondal and two daughters namely Gita Bhowmick and Kanan saha. They jointly inherited the properties of said Kamala Mondal, since deceased. Gopal Mondal on 11.05.1997 died intestate leaving behind his wife Shipra Mondal and only son Bijoy Mondal. Buddha Mondal on 11.06.2008 died intestate leaving behind his wife Namita Mondal, his only son Satyajit Mondal. Said Uday Mondal on 17.02.2019 died intestate leaving behind his wife Krishna Mondal and his two sons Avijit Mondal and Biswajit Mondal.

20. That said Sri Rabin Mondal, Sri Dilip Mondal, Sri Sambhu Mondal, Smt Gita Bhowmik, Kanan Saha, Bijoy Mondal, Shipra Mondal, Smt. Namita Mondal, Satyajit Mondal, Smt. Krishna Mondal, Avijit Mondal, Biswajit Mondal while owning the said land measuring 1 katha 4 chittack 2 sq. ft., they sold the same to GANGULY HOME SEARCH PVT. LTD. vide Deed No. 04381/2019 of ADSR Garia;
21. That said Smt. Sandhya Rani Das (alias Sandhya Sanyal) sold her remaining area of land, i.e. 3 cottahs 9 chittacks 43 sq. ft. to (1) Feroze Ahmed son of Sri Nizam Ahmed, (2) Sri Shyamal Kumar Mukhopadhyay (now deceased) Son of Late B.B. Mukhopadhyay (3) Sri Biplab Kumar Das, Son of Sri Asha Nanda Das, (4) Sri Kanailal Rakshit son of Late Krishna Rakshit, (5) Smt Priti Pandey wife of Sri Chandra Kumar Pandey, (6) Sri Bibhuti Ranjan Das, son of Late H.L. Das, (7) Sri Bidya Mohan Barari Son of Late Mohan Barari, (8) Sri Nitya Gopal Bose (now deceased) son of Late Subodh Chandra Bose, (09) Sri Krishna Gopal Ray Son of Late B.P Ray, (10) Sri Subodh Kumar Purkait son of- Sri Jagadish Chandra Purkait, (11) Sri Pijus Kanti Barik, Son of Sri Anil Kumar Barik, (12) Sri Ashok Kumar Paul, Son of late Radha Raman Paul, (13) Sri Sujit Kumar Ghosh, Son of –Late Satyendra Mohan Ghosh, (14) Sri Manick Lal Karmakar, Son of- Late Sunil Karmakar, on 31.01.2000 jointly by a registered sale deed before D.S.R –IV, Alipore and recorded in Book No. I, Volume No.14, Pages 317 to 338, Being No. 563 for the Year 2000;
22. That said Shyamal Kumar Mukhopadhyay died on 18.06.2003 leaving behind his wife Smt. Keya Mukherjee and his only daughter Smt. Malyasree Sengupta wife of Shyantam Sengupta as his only legal heirs and successors and said Nitya Gopal Bose also died intestate on 27.12.2011 leaving behind his only son Sri. Manas Bose and his only daughter Smt. Manasi Das, wife of Bibhuti Ranjan Das his only legal heirs and successors.

23. Said Smt Priti Pandey, Sri Subodh Kumar Purkait, Sri Pijus Kanti Barik, Sri Bibhuti Ranjan Das, Sri Manas Bose, Smt Manasi Das, Smt Keya Mukherjee and Smt Malyashree Sengupta while owning 6/14th share of the Total Land measuring about 3 (Three) Cottah 9 (Nine) Chittak 43 (Forty Three) sq.ft., in RS Dag No. 99 of Mouza – Barhans Fartabad, they by executing Deed No. 03614/2020 of ADSR Garia in favour of Enlighten Buildtech Pvt. Ltd., and Enlighten Promoters Pvt. Ltd.
24. Said Sri Ashok Kumar Paul, Sri Sujit Kumar Ghosh, Sri Manick Lal Karmakar Sri Biplab Kumar Das, Sri Kanailal Rakshit, Sri Krishna Gopal Ray while owning and possessing their 6/14th share of the Total Land measuring about 3 (Three) Cottah 9 (Nine) Chittak 43 (Forty Three) sq. ft., in RS Dag No. 99 of Mouza – Barhans Fartabad, they by executing Deed No. 03615/2020 of ADSR Garia in favour of Enlighten Buildtech Pvt. Ltd., and Enlighten Promoters Pvt. Ltd.
25. Said Feroz Ahmed, while owning and possessing his 1/14th share of the Total Land measuring about 3 (Three) Cottah 9 (Nine) Chittak 43 (Forty Three) sq. ft., in RS Dag No. 99 of Mouza – Barhans Fartabad, he by executing Deed No. 03934/2020 of ADSR Garia in favour of Enlighten Buildtech Pvt. Ltd., and Enlighten Promoters Pvt. Ltd.
26. That said Bidya Mohan Barari while owning his 1/14th share he died intestate on 20.05.2014 leaving behind Tirthankar Barari and Dipanwita Chakraborty as his only son and daughter as his wife Namita Barari also died on 18.03.2016. Said Tirthankar Barari and Dipanwita Chakraborty while owning and possessing their 1/14th share of the Total Land measuring about 3 (Three) Cottah 9 (Nine) Chittak 43 (Forty Three) sq. ft., in RS Dag No. 99 of Mouza – Barhans Fartabad, through their lawful constituted attorney Monoj Roy vide GPA dated 07-04-2021, they by executing Deed No. 04375/2021 of ADSR Garia in favour of Enlighten Buildtech Pvt. Ltd., and Enlighten Promoters Pvt. Ltd.

RS Dag No. 104 of Mouza – Barhans Fartabad, Land measuring 8.32 decimal

27. That one Lilabati Basak by virtue of Deed No. 2485/1947 of DR Alipore purchased 24 decimal land in RS Dag No. 104 of Mouza – Barhans Fartabad and her name was recorded and finally published under RS Khatian No. 1052;
28. Said Lilabati Basak while possessing her said landed properties she sold the land measuring about 2 cottahs 10 chittacks 14 sq. ft. in R.S. Dag No. 104, R.S. Khatian No. 1052, Mouza- Barhans Fartabad to Sri Gobinda Dutta, son of- Late Ram Mohan Dutta by executing Bengali Kobala (Deed of Conveyance) Being No. 8231/1977 of DR Alipore ;
29. Said Gobinda Dutta while owning and possessing said land measuring about 2 cottahs 10 chittacks 14 sq. ft. along with said two storied structures thereon died intestate on 24-12-2008 leaving behind his wife Smt. Krishna Dutta and only son Sri Subhomoy Dutta who inherited the said property as

only legal heirs of Gobinda Dutta since deceased as per Hindu Succession Act.

30. Said Smt. Krishna Dutta and Sri Subhomoy Dutta while jointly owning and possessing said land measuring about 2 cottahs 10 chittacks 14 sq. ft. along with said two storied structures thereon, sold the same by executing Deed No. 04463/2020 of ADSR Garia in favour of Enlighten Buildtech Pvt. Ltd., and Enlighten Promoters Pvt. Ltd.
31. Said Smt. Lilabati Basak by executing a Deed of Sale dated 27-01-1978 sold, transferred and handed over possession land measuring 2 Cottahs 7 Chittaks 14 Sq. ft. in favor of Smt. Jyotsna Dey, vide Deed No. 3921/1978 of DR Alipore;
32. Said Smt. Jyotsna Dey while owning and possessing said land measuring about 2 Cottahs 7 Chittaks 14 Sq. ft. sold the same by executing Deed No. 10789/2022 of DSR-III South 24 Parganas at Alipore in favour of Enlighten Buildtech Pvt. Ltd., and Enlighten Promoters Pvt. Ltd.

RS Dag No. 100 of Mouza – Barhans Fartabad, Land measuring 8 decimal

33. That one Hari Bhushan Neogi was owner of land measuring about 11.5 decimal out of the total land of 23 decimal in R.S. Dag No.- 100 of Mouza – Barhans Fartabad and his name was recorded in the RSROR under R.S. Khatian No.- 1055;
34. Said Hari Bhushan Neogi died intestate and thereafter his wife Nirmala Neogi died intestate leaving behind their two sons namely Netai Lal Neogi @ Netai Lal Mondal and Kanai Lal Neogi @ Kanai Lal Mondal and three daughters namely Khadu Bala, Ranibala and Bhushanbala, as their legal heirs who jointly inherited the said land measuring about 11.5 decimal ;
35. That Smt. Bhushanbala Das, wife of Dukhiram Das gifted her share in the said land i.e. 1.91 decimal out of total 11.5 Decimal lands to her nephew Chandan Mondal son of Kanai Lal Neogi @ Kanai Lal Mondal by virtue of a registered gift deed 10.02.1977 bearing No. 1094 for the year 1977 of D.R. Alipore; Be it mention here that inadvertently in the said deed property was mentioned 4 decimal but said Chandan Mondal got transferable right, title and ownership in 1.9 decimal of land ;
36. Said Chandan Mondal, while owning and possessing his land measuring 1/91 decimal, he by executing Deed No. 09333/2020 of DSR-III South 24 Parganas at Alipore sold the same in favour of Tanushree Ganguly;
37. That one of the daughters of said Hari Bhushan Neogi namely Ranibala Das, wife of Surendranath Das, died intestate and issueless at her in law's house in rural area. Her husband has also died intestate before her. The another daughter of said Hari Bhushan Neogi namely Khadubala Das, wife of Makhanlal Das died leaving behind her only son

Sri Shital Chandra Das as her sole legal heir. The said Shital Chandra Das died intestate as bachelor. Therefore the share of two daughters of Late Haribhusan Neogi in the said land was evolved to his two sons according to Hindu Succession Act. Thus Netai Lal Neogi @ Netai Lal Mondal and Kanai Lal Neogi @ Kanai Lal Mondal became joint owners of 9.59 decimal lands out of that 11.5 decimal lands.

38. Thus by virtue of Law of Inheritance the said Nitai @ Netai Lal Neogi @ Netai Lal Mondal became owner of undivided share of Land measuring 4.8 decimal in R.S. Dag No.- 100, R.S. Khatian No.- 1055 and while possessing the same he executed a Development Agreement with M/S GANGULY EVERA DEVELOPERS LLP which was registered before ADSR Garia Vide Deed No. 02935 for the year 2021. He also executed a Development Power of Attorney in favour of said M/S GANGULY EVERA DEVELOPERS LLP which was registered before ADSR Garia Vide Deed No. 02942 for the year 2021.
39. Similarly by virtue of Law of Inheritance the said Kanai Lal Neogi @ Kanai Lal Mondal became owner of undivided share of Land measuring 4.8 decimal in R.S. Dag No.- 100, R.S. Khatian No.- 1055 and while possessing the same he died intestate on 08.06.1995 leaving his wife Smt. Bijoli Mondal, 2 (two) sons namely (1) Sri Chandan Mondal, (2) Sri Jayanta Mondal and 2 (two) daughters namely (1) Smt. Debi Sarkar, wife of- Sri Surajit Sarkar, (2) Smt. Arati Bairagi, wife of- Sri Ashok Bairagi as his legal heirs who jointly inherited the said property.
40. Said Smt. Bijoli Mondal, Sri Chandan Mondal, Sri Jayanta Mondal, Smt. Debi Sarkar and Smt. Arati Bairagi executed a Development Agreement with M/S GANGULY EVERA DEVELOPERS LLP which was registered before ADSR Garia Vide Deed No. 02934 for the year 2021. He also executed a Development Power of Attorney in favour of said M/S GANGULY EVERA DEVELOPERS LLP which was registered before ADSR Garia Vide Deed No. 02943 for the year 2021.
41. That said 1) GANGULY HOME SEARCH PVT. LTD. 2) ENLIGHTEN BUILDTECH PVT. LTD. 3) ENLIGHTEN PROMOTERS PVT. LTD. 4) SRI NETAI LAL NEOGI @ SRI NETAI LAL MONDAL, 5) SMT. BIJALI MONDAL, (6) SRI CHANDAN MONDAL (7) SRI JAYANTA MONDAL, (8) SMT. DEBI SARKAR (9) SMT. ARATI BAIRAGI (10) SMT TANUSHREE GANGULY thus became the joint owners of said Total land measuring 27 COTTAH 8 CHITTAK 02 SQ. FT, and while possessing the same for the purpose of construction of a multistoried building on their said property they jointly mutated their names in the office of the Rajpur Sonarpur Municipality and the landed property is distinguished as Municipal Holding No. 3006, Garia Road, under Ward No. 29, Kolkata – 700084;
42. That 1) GANGULY HOME SEARCH PVT. LTD. 2) ENLIGHTEN BUILDTECH PVT. LTD. 3) ENLIGHTEN PROMOTERS PVT. LTD. 4) SRI NETAI LAL NEOGI @ SRI NETAI LAL MONDAL, 5) SMT. BIJALI MONDAL, (6) SRI CHANDAN MONDAL (7) SRI JAYANTA MONDAL, (8) SMT. DEBI SARKAR (9) SMT. ARATI BAIRAGI (10) SMT TANUSHREE GANGULY, being the Landowners through the Developer GANGULY EVERA DEVELOPERS LLP, by virtue of the Landowners' decision to jointly develop a residential project namely **"4-SIGHT PRIDE"** upon the aforesaid land, the Developer applied for

sanctioned building plan and the Rajpur- Sonarpur Municipality on the basis of such application, sanctioned a **B+G+17** building plan bearing Building Plan No. **195/REV/CB/29/95 dated 09.02.2024;**

43. Said Smt. Tanushree Ganguly and Ganguly Home Search Pvt. Ltd. jointly executed a Development Agreement dated 29.05.2024, with M/S GANGULY EVERA DEVELOPERS LLP which was registered before DSR –III Alipore Vide Deed No. 8971 for the year 2024; Said Smt. Tanushree Ganguly and Ganguly Home Search Pvt. Ltd. also executed a Development Power of Attorney in favour of said M/S GANGULY EVERA DEVELOPERS LLP dated 29.05.2024, which was registered before DSR –III Alipore Vide Deed No. 8977 for the year 2024;
44. Said ENLIGHTEN BUILDTECH PVT. LTD. and ENLIGHTEN PROMOTERS PVT. LTD. jointly executed a Development Agreement dated 29.05.2024 with M/S GANGULY EVERA DEVELOPERS LLP which was registered before DSR –III Alipore Vide Deed No. 8972 for the year 2024; ENLIGHTEN BUILDTECH PVT. LTD. and ENLIGHTEN PROMOTERS PVT. LTD. jointly also executed a Development Power of Attorney dated 29.05.2024 in favour of said M/S GANGULY EVERA DEVELOPERS LLP which was registered before DSR –III Alipore Vide Deed No. 8979 for the year 2024;
45. That due to some unforeseeable and unavoidable circumstances said Smt. Bijoli Mondal, Sri Chandan Mondal, Sri Jayanta Mondal, Smt. Debi Sarkar and Smt. Arati Bairagi further executed a Development Agreement Coupled with Development Power of Attorney with M/S GANGULY EVERA DEVELOPERS LLP which was registered on 29.10.2024 before DSR- III, Alipore Vide Deed No. 18223 for the year 2024;
46. That after execution of said Development Agreement and Development Power of Attorney with M/S GANGULY EVERA DEVELOPERS LLP said Nitai @ Netai Lal Neogi @ Netai Lal Mondal due to his old age and health condition he gifted his undivided share of Land measuring 4.8 decimal to his two daughters namely 1) Mousumi Shrestha wife of Sri Madhu Shrestha 2) Mithu Dutta wife of Sri Kamal Dutta and one daughter in law 3) Smt. Tapati Mondal wife of Late Raju Mondal by virtue of a registered gift deed 19.12.2024 bearing No. 21658 for the year 2024 of D.S.R.- III, Alipore;
47. That after receiving the said deed of gift said 1) Mousumi Shrestha wife of Sri Madhu Shrestha 2) Mithu Dutta wife of Sri Kamal Dutta and 3) Smt. Tapati Mondal wife of Late Raju Mondal jointly executed a Development Agreement with M/S GANGULY EVERA DEVELOPERS LLP which was registered on 20.12.2024 before DSR-III Alipore, Vide Deed No. 21783 for the year 2024. They also executed a Development Power of Attorney in favour of said M/S GANGULY EVERA DEVELOPERS LLP which was registered on 20.12.2024 before DSR-III, Alipore, Vide Deed No. 21802 for the year 2024;
48. Thereafter the Developer herein started construction of a B+G+17 storied building on the said land consisting of several flats, car-parking spaces etc. at its own costs and expenses in respect of the land as mentioned in the Schedule- A hereunder;

49. The Purchaser(s) herein after inspecting all the legal papers, sanctioned plan and position of the building approached the Developer herein to purchase the Flat Being No., at the Floor measuring about sq. ft. super built-up area along with car-parking space measuring about sq. ft. useable area at the of the said building complex named as **"4-Sight Pride"** and together with the undivided proportionate share of land as more fully described in Schedule B 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 car parking space to the Purchaser(s) herein for a consideration of Rs./- (Rupees only with the undivided right, title and interest in the said land as described in Schedule A with all common facilities of ingress and egress as mentioned in Schedule C hereunder and also taking the liabilities of the common expenses as mentioned in Schedule D 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 Purchaser(s) 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 account and the price of the proportionate share of land and common spaces also to be credited to the account of the Developer and 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 Developer forever release, discharge, acquit and exonerate the Purchaser(s) the said flat, one car parking space and undivided proportionate share in land and common parts hereby granted, sold transferred and conveyed to the Purchaser(s), the 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 Developer ALL THAT the Flat as stated in the Schedule B Being Flat Being No....., at the Floor measuring about sq. ft. super built-up area along with car parking space at the of the said building named as **"4-Sight Pride"** together with undivided proportionate share in the land morefully and particularly mentioned and described in the Schedule A 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 Schedule A 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 Schedule C 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 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 Developer absolutely and forever as heritable and transferable immovable properties within the meaning of any law for the time being in force AND subject to the payment of all maintenance charges to the maintenance Association/agents engaged for carrying out the maintenance were and also all rents, taxes, assessments, rates dues and duties now chargeable upon the same or which may hereafter become payable in respect of the said properties to the Government of West Bengal, Rajpur Sonarpur Municipality or any other concerned authorities and subject to the conditions that the said flat will be used only for residential purpose and also subject to the rights and obligations stated hereinafter.

THE VENDORS/DEVELOPER HEREBY COVENANT WITH THE PURCHASER(S) as follows:-

- (i) That the interest which the Vendors/Developer and profess, transfer subsists and the Vendors/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 Vendors/Developer and hereby confirms the same unto and in favour of the Purchaser(s) absolutely and forever.
- (ii) AND THAT the Vendors/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.
- (iii) AND THAT the property (i.e. the said flat and a car parking space as stated in the Schedule B, the land share and the rights and interest appurtenant thereto) is free from all charges, mortgages, liens, attachments, leases, acquisition, requisition, restrictions, litigations, lispences, covenants, uses, trusts, made or suffered by the Vendors/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 Vendors/Developer.
- (iv) The Purchaser 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 car parking space as stated in the Schedule B 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 Vendors/Developer and or any person or persons lawfully claiming or to claim through under or in trust for the Vendors/Developer 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 Vendors/Developer.

(v) That the Vendors/Developer and shall from time to time and at all times hereafter upon every reasonable requests and at all the cost of the Purchaser(s) 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 forever discharged from and by the Vendors/Developer and unto and in favour of the Purchaser.

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

(viii) The Purchaser 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 Schedule C hereunder written.

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

(1) The Purchaser 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 Purchaser shall be entitled to the right or access in common with the Vendor/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 Purchaser 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 Purchaser or any person deriving title under the Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 VENDOR/DEVELOPER as follows:-

- i) The Purchaser 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 Schedule D hereunder proportionately.
- ii) The Purchaser 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 Purchaser 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 Purchaser 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 Purchaser shall deposit the same with the Owners /Developer, until the Association is formed by the Vendor/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 Purchaser 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 Purchaser 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) Neither the Purchaser and/or their transferee shall use or permit any kind of animal slaughtering within the building premises as well as within their respective flats.

ix) The Purchaser 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 Purchaser 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 Purchaser 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 /Developer to the Purchaser.

x) The Purchaser hereby undertakes to enter as a member of the Flat Owners' Association to be formed by the Vendor/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 Purchaser undertakes that until the Association is formed and takes the maintenance and management of the common portion, the Purchaser shall co-operate with the Vendor/Developer and thereafter with the owners' Association and pay his proportionate share of Municipal rates and taxes along with proportionate share of common expenses.

xi) The Association and the co-owners in the Building shall remain liable to indemnify and keep indemnified the Owners /Developer for all liabilities due to non-fulfillment of her respective obligation hereunder.

xii) The Purchaser 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.

xiii) Vendor/Developer herein shall have the right to install a permanent Signage under its own logo on the roof at the place of its choice and the Purchaser or their transferee/ successors or any other owner/occupier or the association will not remove and/or object and/or change the same. It will be the right as well as responsibility of the Purchaser or their transferee/ successors or any other owner/occupier or the association to maintain or repair the said Signage time to time as shall be required at its own cost and the Purchaser or their transferee/ successors or any other owner/occupier or the association shall not object or obstruct the Developer in any manner;

THE PURCHASER(S) 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 Vendor/Developer.
- 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 Vendor/Developer'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 racks, 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. Neither the Purchaser(S) and/or their transferee shall use or permit any kind of animal slaughtering within the building premises as well as within their respective flats.
- xvi. Not to engage any unregistered electrician or plumber for any common electrical or plumbing work.
- xvii. Not to disturb the "Ganguly Group" signage which will remain forever on the top of the terrace to be maintained by the flat owner's Association of the project.
- xviii. Not to obstruct in any manner the Vendor/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.
- xix. Not to claim any partition or sub-division of the said land or the common parts.
- xx. Not to block any common passage, so long the utility provided to the Purchaser and occupiers is not obstructed and/or hampered in the event of ingress and egress.

THE VENDOR/DEVELOPER AND THE COVENANTS WITH THE PURCHASER THAT:-

- i. The Purchaser shall be entitled to all rights privileges vertical and lateral supports easements and quasi easements and appurtenances whatsoever belonging or in anywise appertaining to the said flat or therewith usually held occupied or enjoyed or refused or known as part and parcel of the said flat excepting the rights of easements and quasi easements reserving unto the Vendor.
- ii. The right of access in common with the Owners and other flat owners and occupiers of the building at all times for peaceful enjoyment possession and use of the said flat.
- iii. The right of protection of the said flat by or from all parts of the building so far as they now protect the same.
- iv. Right of passage in common as aforesaid of electricity, telephone, telex and common services from and to the said flat through the cables already laid by the 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.
- v. The Developer is also constructing buildings and developing the nearby lands and the common services of the project of 4 Sight Desire shall be available to be provided to the occupiers/owners of flats/saleable areas of the

said further buildings at the said nearby lands subject to responsibility of sharing the common expenses.

THE VENDORS/DEVELOPER TO 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 Vendors 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 PURCHASER DOTH HEREBY CONFIRM AND DECLARE AND AGREE THAT :-

- (1) The Purchaser shall have and hold the said unit absolutely free from all claims of the Developer.
- (2) The duly confirm that the sale and transfer of the said unit is free from all rights interest and claims of the Developer.
- (3) The Purchaser 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 Purchaser 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 Purchaser to the said unit in terms of these presents as shall be reasonable required by the Purchaser.

SCHEDULE "A" ABOVE REFERRED TO

(Description of the Land)

ALL THAT land measuring an area of about 27 (Twenty Seven) Cottahs 08 (Eight) Chittacks 02 (Two) sq. ft. be the same a little more or less lying and situated within at District – South 24 Parganas, Additional Sub-Registrar Office at Garia, P.S.- Narendrapur (erstwhile Sonarpur), P.O.- Garia, Mouza- Barhas Fartabad, JL No. 47, Under R.S. Khatian No. 1238, 1239, 1052, 1055 and 1056, L.R. Khatian No. 767, 2265, 2266, 4757, 4758, 4759, 4760, 4761 4762, 2260 and 2263 comprising in R.S. & L.R. Dag No. 99, 100, 103 & 104, within the limits of Rajpur Sonarpur

Municipality, Ward No. 29, presently being Municipal Holding No. 3006, Garia Station Road, Kolkata – 700 084, together with all easement right to electric, tap, water, gas and telephone etc. and appurtenance thereto, together with all sorts of easement rights thereto and the entire land is butted and bounded as follows:-

ON THE NORTH : 1050 mm wide passage thereafter Garia
Sitara Mandir & others plot;
ON THE SOUTH : Garia Station Road;
ON THE EAST : 5.50 meter wide Municipal Road & other
plots;
ON THE WEST : 20.50 meter wide N.S.C. Bose Road;

SCHEDULE B ABOVE REFERRED TO
(Description of the flat and 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 ----- car parking space measuring about sq. ft. useable area at the of the said B+G+17 multi-storied building complex named as “4-Sight Pride” together with the undivided proportionate share of land which is more fully and particularly described in the Schedule A written hereinabove.

SCHEDULE C ABOVE REFERRED TO
(Common Areas and Facilities)

1. Entrance and exit gates of the building.
2. Paths passages and open spaces in the building other than those reserved by the Developer 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 Developer for use of any Co-owner.
3. Entrance lobby in the ground floors of the building.
4. Driveway in the ground floor of the building.
5. Staircases of the building along with their full and half landings with both stair cover on the ultimate roof.

6. 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.
7. Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of pump and lift and for supply of power in the said Unit to the extent of 500 W and/or in the other Units during power failure and generator space in the ground floor of the building.
8. 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 building.
9. 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 building.
10. Underground water reservoir for municipal water with a pull on pumps installed thereat for the building.
11. Water waste and sewerage evacuation pipes from the Units to drains and sewers common to the building and from the building to the municipal.
12. Common bathroom with W.C. in ground floor of the building.
13. Room for darwan/security guard in the ground floor of the building.
14. CCTV and Visitors lounge Area.
15. Requisite arrangement of Intercom/EPABX with connections to each individual flat from the reception in the ground floor.
16. Boundary walls.
17. Car parking assistance.

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 Purchaser 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 Purchaser 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 Purchaser 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 above named 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:-

W I T N E S S E S :

1.

Signature of the Vendors

2.

Signature of the Developer

Signature of the Purchaser

MEMO OF CONSIDERATION

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

Cheque No.	Bank	Date	Amount

WITNESSES :

1.

2.

Drafted by –

Signature of the Developer