

DEED OF SALE

THIS DEED OF SALE is made on the day of
2025 (Two Thousand And Twenty Five)

BETWEEN

GANGULY HOME SEARCH PRIVATE LIMITED



DIRECTOR

(1) **SRI PRITHISH GHATAK (PAN: ANZPG2077K)**, (2) **SRI ASISH GHATAK (PAN : CKZPG4844B)** both sons of Late Sashadhar Ghatak, by faith- Hindu, by occupation – Business, by nationality- Indian, residing at- Fartabad Beltala, Mahapamaypur, P.O.- Garia, P.S.- Narendrapur (previously Sonarpur), Kolkata- 700084, District- 24 Parganas (S), (3) **SMT. DIPA GHATAK (PAN : BBUPG5293D)**, wife of Late Jatish Chandra Ghatak, by faith- Hindu, by occupation – Housewife, by nationality- Indian, residing at Fartabad Beltala, Mahapamaypur, P.O.- Garia, P.S.- Narendrapur (previously Sonarpur), Kolkata- 700084, District- 24 Parganas (S), (4) **SRI PRODIP GHATAK (PAN : BWDPG4698G)**, son of Late Jatish Chandra Ghatak, by faith- Hindu, by occupation – Service, by nationality- Indian, residing at Fartabad Beltala, Mahapamaypur, P.O.- Garia, P.S.- Narendrapur (previously Sonarpur), Kolkata- 700084, District- 24 Parganas (S), (5) **SMT. SUKLA MULLICK (PAN : CFWPM3522A)**, wife of Basudev Mullick, daughter of Late Jatish Chandra Ghatak, by faith- Hindu, by occupation – Housewife, by nationality- Indian, residing at 63, New Bongaigaon Rly Colony, P.O. & P.S.- Bongaigaon, Assam- 711111, District- Bongaigaon, State of Assam, (6) **SMT. SHUVRA MUKHERJEE (PAN : AJOPM9875E)**, wife of Debasish Mukherjee, daughter of Late Jatish Chandra Ghatak, by faith- Hindu, by occupation – Housewife, by nationality- Indian, residing at 63, New Bongaigaon Rly Colony, P.O. & P.S.- Bongaigaon, Assam- 711111, District- Bongaigaon, State of Assam, all represented by their constituted attorney **SHRI RUPESH RANJAN PRASAD**, (PAN - AKLPP5810A), (Aadhaar No- 6316 5314 3502) son of- Sri Makeswar Prasad, by faith – Hindu, By occupation – Business, residing at-

12 Garia Place, P.O.- Garia, P.S.- Narendrapur (erstwhile Sonarpur), Kolkata- 700084, District - South 24 Parganas, hereinafter collectively referred to as the **LANDOWNERS/VENDORS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal representative, heirs, successors, executors and/or assigns) of the **FIRST PART**;

A N D

GANGULY HOME SEARCH PRIVATE LIMITED (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, Kolkata- 700084 and represented by one of its Director **SHRI RUPESH RANJAN PRASAD**, (PAN - AKLPP5810A), (Aadhaar No- 6316 5314 3502) son of- Sri Makeswar Prasad, by faith - Hindu, By occupation - Business, residing at- 12 Garia Place, 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

(1)----- (PAN -----), (Aadhaar No.-----
-----) Son of Sri ----- and (2)-----
----- (PAN-----), (Aadhaar No.-----) Daughter of

-----, by faith- Hindu, by nationality – Indian, both by occupation- -----, residing at – -----
 -----, India, hereinafter jointly called the "**PURCHASERS**" (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:

A. One Sashadhar Ghatak, son of Late Debendra Kumar Ghatak by virtue of a Bengali Deed of Conveyance dated 27-02-1956 purchased land measuring 15 decimal in R.S. Khatian No. No. 441, R.S. Dag No. 1039, Mouza – Barhans Fartabad, J.L. no. 47 from Monmotho Nath Naskar, son of Late Dayal Chandra Naskar, the said Deed was registered before S. R. Baruipur and Recorded in Book No. I, Volume No. 20, Pages 96 to 99 being Deed no. 1016 for the year 1956 ;

B. The said Sashadhar Ghatak, by virtue of another Bengali Deed of Conveyance dated 07-04-1956 purchased the Land measuring an area about 11 decimal R.S. Khatian No. No. 714, R.S. Dag No. 1040, Mouza – BarhansFartabad, J.L. no. 47 from 1) Sarath Chandra Naskar, 2) Kalichran Naskar, 3) Bhudeb Chandra Naskar and 4) Siddheswar Naskar all sons of Late Hiralal Naskar, the said Deed was registered before S. R. Baruipur

and Recorded in Book No. I, Volume No. 30, Pages 137 to 140 being Deed no. 2422 for the year 1956;

C. By virtue of the aforesaid two Deeds said Sashadhar Ghatak became the owner of land measuring about 26 decimal and while possessing the said land, the same was recorded and finally published in the Revisional Settlement Record of Rights;

D. The said Sashadhar Ghatak while possessing his said property died intestate on 20-05-1962 and thereafter his wife Provabati Ghatak died on 27-02-1983 leaving behind his three sons 1) Jatish Chandra Ghatak, 2) Asish Ghatak, 3) Prithish Ghatak and three daughters 4) Smt. Mukul Rani Bhattacharya, wife of Late Panchanan Bhattachatya, 5) Smt. Sandhya Bhattacharya, wife of Late Anil Bhattacharya and 6) Smt. Chanda Chakraborty, wife of Binoy Chakraborty as his only legal heirs who inherited all the properties left by said Sashadhar Ghatak;

E. The said 1) Jatish Chandra Ghatak, 2) Asish Ghatak, 3) Prithish Ghatak 4) Smt. Mukul Rani Bhattacharya, wife of Late Panchanan Bhattacharya, 5) Smt. Sandhya Bhattacharya, wife of Late Anil Bhattacharya and 6) Smt. Chanda Chakraborty, wife of Binoy Chakraborty while jointly possessing the said 26 decimal of land duly transferred 13.3 decimal land out of the same and retained land measuring 12.7 decimal of land;

F. The said three daughters of Sashadhar Ghatak namely 1) Smt. Mukul Rani Bhattacharya, wife of Late Panchanan Bhattacharya, 2) Smt.

Sandhya Bhattacharya, wife of Late Anil Bhattacharya and 3) Smt. Chanda Chakraborty, wife of Binoy Chakraborty while possessing their $\frac{1}{2}$ share in the said 12.7 land due to love and affection towards their brother by executing a Deed of Gift, gifted the same unto and in favour of their said Three brothers 1) Jatish Chandra Ghatak, 2) Asish Ghatak, 3) Prithish Ghatak and the said Deed of Gift was registered in the Office of the ADSR Sonarpur and Recorded in Book No. 1, Volume No. 27 Pages 278 to 285 Being no. 1351 for the year 2006;

G. The said Jatish Chandra Ghatak while owning and possessing his $\frac{1}{3}$ rd share in the said property, died intestate on 05-01-2006 leaving behind his wife, Dipa Ghatak one son Prodip Ghatak and two daughters Sukla Mullick and Shuvra Mukherjee as his only legal heirs, who inherited the share of said Jatish Chandra Ghatak;

H. Thus the said Dipa Ghatak, Prodip Ghatak, Sukla Mullick and Shuvra Mukherjee (the Landowners no. 3 to 6 herein) while owning and possessing of their $\frac{1}{3}$ rd share in the said Total land measuring 12.7 decimal and said Prithish Ghatak (the Landowner no.1 herein), while owning and possessing of his $\frac{1}{3}$ rd share in the said Total land measuring 12.7 decimal, for the purpose of erecting a multi-storeyed building therein, entered into a Development Agreement on 15-12-2017 with the Developer herein which was registered in the Office of the ADSR Garia and recorded in Book No. 1, CD Volume No. 1629-2017, pages 131386 to 131431 Being Deed No. 1629-04903 for the year 2017 and also executed Development Power of Attorney appointing the Developer as their

lawful constituted Attorney which was registered in the Office of the ADSR Garia and recorded in Book No. 1, CD Volume No. 1629-2017, pages 132141 to 132169 Being Deed No. 4913 for the year 2017;

I. Thus the said Asish Ghatak, while owning and possessing of his 1/3rd share in the said Total land measuring 12.7 decimal, for the purpose of erecting a multi-storeyed building therein, entered into a Development Agreement on 22-12-2017 with the Developer herein which was registered in the Office of the ADSR Garia and recorded in Book No. 1, CD Volume No. 1629-2017, pages 135278 to 135315 Being Deed No. 1629-05009 for the year 2017 and also executed Development Power of Attorney appointing the Developer as their lawful constituted Attorney which was registered in the Office of the ADSR Garia and recorded in Book No. 1, CD Volume No. 1629-2017, pages 135449 to 135469 Being Deed No. 5012 for the year 2017;

J. The said entire landed property i.e. land measuring 7 Katha 6 Chittak 5 Sq. ft. was mutated before the Rajpur-Sonarapur Municipality bearing Rajpur-Sonarapur Municipality Holding No. 3760, Fartabad Beltala, Ward No. 29, Kolkata - 700084;

K. For the purpose of obtaining Sanction Plan the Developer as constituted Attorney of all the Landowners on 10-10-2018 executed a Boundary Declaration declaring the actual physical measurement of the land of Rajpur-Sonarapur Municipality Holding No. 3760, Fartabad Beltala, Ward No. 29, Kolkata - 700084 is 7 (Seven) Cottahs 6 (Six) Chittak 3 (Three) Sq. ft. i.e. 5313 Sq. Ft. or 493.626 Sq. Mt. and the said Boundary

Declaration was registered in the office of the ADSR Garia and recorded in Book No. I, Volume No. 1929-2018, Pages 144882 to 144899, Being No. 162904833 for the year 2018;

L. The Developer on behalf of and as attorney of the all the Owners of the said Holding, obtained the G+IV storied Building Plan Sanctioned by the Rajpur-Sonarpur Municipality vide Sanction Plan No. 131/CB/29/46 Dated 04-12-2020;

M. After the sanction of building Plan and due to changed circumstances, for the purpose of specifying the Landowners' and Developer's Allocated areas in the building project the owners of the said holding requested the Developer for execution of three separate Development Agreements and three separate Development Power of Attorney in respect of their separate 1/3rd share each over their said landed properties which the Developer also agreed subject to the entire Land Owners' allocation covered by those three Agreements shall be undivided and un-partitioned amongst the landowners. Development Agreements and Power of Attorney are registered in the following manner:

i) Sri Prithish Ghatak (Landowner no.-1) on 25.02.2022 entered into a development agreement with the Developer herein which was registered in the Office of the DSR-III, South 24 Parganas and recorded in Book No. 1, Volume No. 1603-2022, pages 95603 to 95649 Being Deed No. 1603-02827 for the year 2022 and also executed Development Power of Attorney appointing the Developer as his lawful constituted Attorney which was registered in the Office of the DSR-III, South 24 Parganas and recorded in

Book No. 1, Volume No. 1603-2022, pages 103398 to 103418 Being Deed No. 2878 for the year 2022;

Sri Asish Ghatak (Landowner no.-2) on 25.02.2022 entered into a development agreement with the Developer herein which was registered in the Office of the DSR-III, South 24 Parganas and recorded in Book No. 1, Volume No. 1603-2022, pages 101858 to 101904 Being Deed No. 1603-02826 for the year 2022 and also executed Development Power of Attorney appointing the Developer as his lawful constituted Attorney which was registered in the Office of the DSR-III, South 24 Parganas and recorded in Book No. 1, Volume No. 1603-2022, pages 103378 to 103397 Being Deed No. 2877 for the year 2022;

ii) Smt. Dipa Ghatak, Sri Prodig Ghatak, Smt. Sukla Mallick and Smt. Shuvra Mukherjee (Landowner no.-3 to 6) on 18.06.2022 entered into a development agreement with Power of Attorney with the Developer herein which was registered in the Office of the DSR-IV, South 24 Parganas and recorded in Book No. 1, Volume No. 1604-2022, pages 209102 to 209160 Being Deed No. 1604-06686 for the year 2022.

N. The developer after execution of said development agreements and Development Power of Attorneys applied for alteration of building plan also obtained revised sanctioned plan from Rajpur Sonarpur Municipality being Building Permit No. SWS-OBPAS/2207/2024/0628/ALT/1 dated 07.06.2024.

O. The said Land is earmarked for the purpose of building a residential building project comprising multi-storied Flat and the said project shall be known as "4-Sight Marvella".

P. The Developer is fully competent to enter into this Deed of Sale and all the legal formalities with respect to the right, title and interest of the Developer regarding the Said Land on which Project is to be constructed have been completed.

Q. 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. carpet area, equivalent to ----- sq. ft. super built-up area in the said building complex named as "**4-Sight Marvella**" and together with the undivided proportionate share of land as more fully described in Second Schedule hereunder and it has been inter alia agreed between the parties by an Agreement for Sale dated -----th day of -----, ----- that the Developer would sale the aforesaid residential Flat 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 First Schedule with all common facilities of ingress and egress as mentioned in Third Schedule hereunder and also taking the liabilities of the common expenses as mentioned in Fourth Schedule hereunder;

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

That in pursuance of the said Agreement for Sale dated -----th day of -
-----, ----- and in consideration of the said total sum of **Rs. -----**

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 **DIRECTOR**

-----/- (Rupees -----) only paid by the Purchaser(s) to the Developer by way of full and final payment for the price of the said residential flat to be credited in the Developer's account and the price of the proportionate share of land and common spaces also to be credited to the account of the 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 residential flat and undivided proportionate share in land and common parts hereby granted, sold transferred and conveyed to the Purchaser(s), the Developer does hereby grant, sell, transfer, convey, assign and assure AND hereby confirms the said sale and transfer of the said properties unto and in favour of the Purchaser(s), together with the rights and properties appurtenant thereto (which inter-alia include the proportionate undivided share or interest in the land at the said premises described in the First Schedule hereunder and also the undivided proportionate share or interest in the common parts and/or portions of the Building and also the easement, more fully described in Third Schedule hereto) hereinafter collectively called the PROPERTIES TOGETHER WITH the rights of use and enjoyment of all existing other rights and liberties AND which shall at any time hereafter be added and found therewith and which were and shall be howsoever at any time otherwise be situated, butted, bounded, called, known, numbered, described and distinguished AND ALL THAT the estate, right, title, and/or interest of the 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

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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 residential flat, 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 along with the land share and the rights and interest appurtenant thereto) is free from all charges, mortgages, liens, attachments, leases, acquisition, requisition, restrictions, litigations, lispendences, covenants, uses, trusts, made or suffered by the 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 Second Schedule together with undivided proportionate share of land and also enjoy the facilities commonly with others in respect of common areas in the Building and every part thereof and/or receive the rents, issues and profits thereof for her own use, without any suit, lawful eviction interruption, disturbance, claims or demands whatsoever from or by the 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 Purchasers.

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

(viii) The Purchasers shall be entitled to all rights, privileges, vertical and lateral supports, easements, quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the unit

or therewith held, used, occupied or enjoyed or reputed or known as part and parcel thereof or appertaining thereto which is more fully and particularly mentioned in Third Schedule hereunder written.

(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 properties in any manner whatsoever.

AND IT IS HEREBY AGREED BY AND BETWEEN THE VENDOR/DEVELOPER AND AND THE PURCHASERS as follows:

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

(2) The Purchasers shall be entitled to the right or access in common with the 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 Purchasers and their agent/s and nominees are also be entitled to the right of way in common as aforesaid at all times and for all purposes

connected with the reasonable use and enjoyment as the said Flat and pathways comprised with the said building therein contained shall permit the Purchasers or any person deriving title under the Purchasers and/or servants, nominees, employees invites be obstructed in anyway by parking vehicles deposit or materials rubbish or otherwise shall have free passage by any person or persons.

(4) The Purchasers shall have the right of protection of the said Flat which is to be kept safe and perfect of all portions of the Flat including the entire premises.

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

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

**THE PURCHASERS DOTH HEREBY COVENANT WITH THE
VENDOR/DEVELOPER as follows:-**

i) The Purchasers shall observe, fulfill and perform all the covenants hereunder written including those for the common purposes and shall

regularly and punctually pay and discharge all taxes and impositions on the said residential flat and common expenses and all other outgoing described in the Fourth Schedule hereunder proportionately.

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

iii) The Purchasers shall regularly and punctually pay and discharge all rates, taxes, surcharge, common expenses impositions and all other outgoing in respect of the said flat 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 after its completion and the rights and properties.

iv) The Purchasers shall apply for and have the said flat, 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 the rights and properties in the Building be not separately assessed and/or mutated in respect of Municipal rates and taxes or impositions, the Purchasers shall deposit the same with the Owners /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 and the rights and properties for the purpose of liability of Municipal Rates and taxes and

impositions the Purchasers shall pay such Tax, impositions as may be assessed in respect of the said flat and the rights and properties directly to the Rajpur Sonarpur Municipality.

vii) The Purchasers shall also bear and pay all other taxes and impositions as are levied or may be levied further including multi-storied Building Tax, Urban Land Tax, if any, water tax etc. in respect of the Building and the said flat proportionately.

viii) 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 Purchasers shall also be liable to pay the penalty, interests, costs charges and expenses and in respect of any such taxes or impositions, proportionately, wholly as the case may be in respect of the same be imposed or charged due to the default of the Purchasers in complying with their obligations, hereunder concerning the payments and/or deposit or amounts towards taxes and impositions reserved hereby or otherwise, the liability of such payment by the Purchasers will accrue with effect from the date of registration/possession (whichever is earlier) of the said flat and the rights and properties by the Owners /Developer to the Purchasers.

x) The Purchasers hereby undertake to enter as members 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 Purchasers undertake that until the Association is formed and takes the maintenance and management of the common portion, the Purchasers 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 their respective obligation hereunder.

xii) The Purchasers shall at their own costs and expenses be entitled to repair, addition, alterations, modifications, plaster, white washing, painting, inside wall of the said flat and shall keep the said flat and every part thereof, fittings and fixtures therein or exclusively for the unit comprised therein, properly painted and in good repairs and in a neat and clean condition and as a decent and respectable place for residential purpose.

xiii) Vendor/Developer herein shall have the right to install a permanent Signage under it's 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.
- 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 engage any unregistered electrician or plumber for any common electrical or plumbing work.
- xiii. Not to disturb the "Ganguly Group" signage which will remain forever on the top of the terrace to be maintained by "Ganguly Group" at its own cost.

- xiv.** 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.
- xv.** Not to claim any partition or sub-division of the said land or the common parts.
- xvi.** Not to block any common passage, so long the utility provided to the Purchasers and occupiers is not obstructed and/or hampered in the event of ingress and egress.

THE 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.

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 Purchasers 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.

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- (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.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Land)

ALL THAT piece and parcel of land total measuring an area of land measuring 7 Katha 6 Chittak 3 sq. ft. be the same a little more or less within District - South 24 Parganas, P.S. - Narendrapur (previously Sonarpur), ADSR - Garia (previously Sonarpur), Touzi No. 109, Mouza - Barhans Fartabad, J.L. No. 47, R.S. Dag No. 1039 under R.S. Khatian No. 441 and R.S. Dag no. 1040 under R.S. Khatian No. 714 presently within Rajpur-Sonarpur Municipality Ward No. 29, Holding No. 3760, Fartabad Beltala Road, Kolkata - 700084 and the entire land is butted and bounded as follows:-

ON THE NORTH	:	By two storied building;
ON THE SOUTH	:	By 16 ft. wide Municipal Road;
ON THE EAST	:	By One storied building;
ON THE WEST	:	By 8 ft. wide common Passage;

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Residential Flat & Car Parking Space)

ALL THAT piece and parcel of one residential Flat being **No.** ----- situated on the ----- **Floor**, measuring more or less ----- sq. ft. carpet area which is equivalent to ----- sq. ft. super built up area along with **one**----- car parking space measuring about 135 sq.ft. in the said building named as **"4SIGHT MARVELLA"** together with the undivided proportionate share of land which is more fully and particularly described in the First Schedule written hereinabove;

THE THIRD SCHEDULE 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 Landowners/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 Landowners/Developer for use of any Co-owner.
3. Entrance Lobby in the ground floor of the building.
4. Car Parking space 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. 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.
8. 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.
9. Water waste and sewerage evacuation pipes from the Units to drains and sewers common to the building and from the building to the municipal drain.
10. Common bathroom with W.C. and common toilet/s in ground floor of the building.
11. Room for darwan/security guard.
12. Boundary walls.
13. The roof of the building.
14. Deep Tube Well.

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:-

WITNESSES:

1.

2.

Signature of the Vendors

Signature of the Developer

GANGULY HOME SEARCH PRIVATE LIMITED



DIRECTOR

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

Cheque/Draft No.	Bank	Date	Amount(Rs)
		TOTAL	Rs.----- /-

WITNESSES :

1.

2.

Signature of the Developer**Drafted by:-****SOMA CHAKRABORTY**

Advocate,

Baruipur Civil Court

WB - 2618/99

GANGULY HOME SEARCH PRIVATE LIMITED



DIRECTOR