

- (ii) GST, if any payable on the amount mentioned in sub-clause (i) immediately preceding;

7.3.2 After payment of the Owners' share of 25% of the revenue/sale proceeds realized from sale of Saleable Areas in the Project in the manner mentioned above, the balance 75% shall belong to and be appropriated by the Developer.

It is made clear that if any part of the Realizations is required to be kept aside in escrow for the Project under the provisions of the said Act, such part of the Realizations shall be kept aside in escrow in the Project Bank Account itself by the Developer alone.

7.3.3 All Extras, Deposits and GST charged from the Buyers shall be paid only to the Developer in the manner mentioned in Clause 8 hereunder.

7.4 **Cancellation of Booking:** In case of cancellation of any booking or agreement for sale of any Buyer in respect of any Saleable Area, the Developer shall refund the advances/part payments until then received from such Buyer at actual and in case the Owners' share in such booking amount has been paid to them, then the Owners shall reimburse their share in such booking amount to the Developer within 60 days of such refund by the Developer to the Buyer. In case of delay in refund of such advances/part payments by the Owners, the Owners shall be liable to pay the interest @15% per annum on such dues Provided That in case the cancellation is due to default or laches of the Developer or delay in construction of the Project then no interest shall be payable by the Owners or any of them. Any amount forfeited from the Buyer due to cancellation of any booking or agreement for sale shall be shared between the Parties in the Gross Revenue Sharing Ratio after adjustment of brokerage if so paid to any marketing agent/person for such transaction. It is made clear that until the Owners receive their share of Realizations under clause 7.2 above, the Owners shall not be required by the Developer nor shall be responsible to refund any advance or part payments to the Buyers in the event of cancellation of any booking or any agreement for sale and in this regard the Developer shall indemnify and keep saved harmless and indemnified the Owners and each of them for any losses damages costs claims demands and proceedings suffered by them.



7.5 **Accounting of Gross Revenue:** The Developer shall maintain the books of accounts in respect of all revenue/sale proceeds realized from sale of Saleable Areas in the Project and every month furnish a photocopy of the bank statements of the Project Bank Account to the Owners. Likewise, the Developer shall maintain the separate books of accounts in respect of all revenue/amounts received/realized on accounts of Extras, Deposits and GST and every month furnish a photocopy of the bank statement of the Bank Account opened solely for the said purposes as aforesaid to the Owners under a covering letter. The Owners and their authorized persons shall at all times be entitled to inspect such books of accounts and other concerned records and take copies or extracts thereof at any time during normal business hours.

7.5.1 The accounting year of the Project shall be from 1st April to 31st March and all bank statements of the Project Bank Account and books of accounts and other records with regard to sale of and realization against sale of the Saleable Areas and realization of Extras, Deposits and GST shall be kept at the registered office of the Developer.

7.5.2 The final accounting of the Gross Revenue and its distribution in respect of the Project shall be completed within 06 (six) months of completion of the New Buildings at the Subject Properties and sale of all the Saleable Areas thereat or earlier if the parties mutually agree and all amounts and balances, if any lying in the Project Bank Account shall be distributed in the manner envisaged in clause 7.3 and its sub-clauses above.

8. **EXTRAS, DEPOSITS AND GST:**

8.1 **Extras:** In addition to the price of units comprised in the Saleable Areas, the Developer shall be entitled to charge from the Buyers of the Saleable Areas certain expenses concerning the Project mentioned under the heading 'Extras' in the **THIRD SCHEDULE** hereunder written.

8.2 **Deposits:** The Developer shall also be entitled to take deposits on certain heads to secure the obligations and liabilities of the Buyers mentioned under the heading "Deposits" in the **THIRD SCHEDULE** hereunder written.

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8.3 **GST:** The Goods and Services Tax ('GST'), Extras and Deposits charged to and received from the Buyers shall be kept in the Project Bank Account to be operated by the Developer to meet the payments on account of GST, Extras and Deposits. In case any other tax, levy or imposition by any name called is introduced or becomes chargeable to and receivable from the Buyers in addition to GST then the same shall also be kept to such bank account. The Developer shall make timely payment of GST and other taxes collected from the Buyers to the concerned authority.

8.4 Upon completion of construction of the New Buildings and formation of the association of the Buyers, the Developer shall transfer the Deposits lying with it to such association of the Buyers.

9. UNSOLD AREAS:

9.1 All Saleable Areas in respect of which no agreement for sale/transfer are made even upon completion of construction of the New Buildings at the Subject Properties and issuance of the completion certificate by the concerned authority (herein defined and referred to as "**Unsold Areas**") shall, unless otherwise agreed in writing between the Parties hereto, within twelve (12) months thereafter be identified and allocated by the Parties amongst themselves, with 25% of the Unsold Areas together with the proportionate undivided share in the land of the Subject Properties and the Common Areas and Installations attributable thereto being allocated to the Owners (hereinafter referred to as "**the Owners Areas**") and 75% of the Unsold Areas together with the proportionate undivided share in the land of the Subject Properties and the Common Areas and Installations attributable thereto being allocated to the Developer (hereinafter referred to as "**the Developer's Areas**"). Such separate allocation shall be done on *pari passu* basis (having regard to location, floor, nature of use, etc.) and in a manner so that there is no extra advantage arising therefrom to either the Owners or the Developer.

9.2 All Extras, Deposits and GST mentioned in clauses 8.1, 8.2 and 8.3 above in respect of the Owners Areas in the New Buildings shall be the liability of the Owners and those in respect of the Developer's Areas shall be liability of the Developer and the same shall be paid within 12 (twelve) months from the date of the concerned authority issuing its completion certificate in respect of the New Buildings.

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- 9.3 Further, the Owners shall bear and pay the maintenance charges and other outgoings in respect of the Owners Areas and those payable in respect of the Developer's Areas shall be borne and paid by the Developer one year after the issuance of the Completion/Occupancy Certificate by the Architect in respect of the New Buildings.
- 9.4 In case of separate identification and allocation of the Unsold Areas in terms of clause 9.1 hereinabove, the Parties have agreed that:
- (a) The Owners Areas shall absolutely belong to the Owners and the Developer's Areas shall absolutely belong to the Developer.
 - (b) All agreements and stipulations of this Agreement with regard to the marketing and sale of the Saleable Areas by the Developer, deposit of the Realizations in Project Bank Account and appropriation of the Realizations shall insofar as the Unsold Areas are concerned, will not be applicable.
 - (c) The Owners shall be entitled to sell and transfer the Owners Areas, independently to Buyers at such consideration and on such terms and conditions as it may deem fit and proper without any consent of the Developer and likewise the Developer shall be entitled to sell and transfer the Developer's Areas independently to Buyers at such consideration and on such terms and conditions as it may deem fit and proper without any consent of the Owners **Provided that** all agreements, sale deeds and other documents of transfer relating to such separately identified Unsold Areas of the Owners and that of the Developer shall be caused to be prepared by them through the Project Advocates and both the Owners and the Developer shall incorporate and ensure fulfillment and compliance of all restrictions obligations conditions and covenants contained herein and as be adopted by the Developer for the user and maintenance of the New Buildings and for the Common Purposes.
 - (d) The Owners shall join in the agreements and sale deeds that may be executed by the Developer relating to the Developer's Areas thereby conveying or agreeing to convey the proportionate undivided share in the land comprised in the Subject Properties attributable to the Developer's Areas. Similarly, the Developer shall

join in, without any objection, as confirming party to all agreements and sale deeds relating to the Owners Areas.

- (e) Simultaneously with the identification and separate allocation of Unsold Areas, the Owners shall execute and/or register one or more power of attorney in favour of the Developer and/or its nominee for or relating to sale and/or transfer of the Developer's Areas or any property benefit or right appurtenant thereto and other similar purposes as may be required by the Developer and likewise the Developer shall execute and/or register one or more power of attorney in favour of the Owners and/or its nominee for or relating to sale and/or transfer of the Owner's Areas or any property benefit or right appurtenant thereto and other similar purposes as may be required by the Owners.

- 9.5 The detailed terms and conditions of such separate allocation shall be documented in a separate document that may be entered into by the Parties at the material time.

10. POWERS OF ATTORNEY:

- 10.1 The Owners shall simultaneously with the execution hereof execute and/or register one or more Powers of Attorney in favour of the Developer KLK REALTY (OPC) PRIVATE LIMITED granting necessary powers for the development of the Phase 1 Property and the Remaining Phases Properties, marketing and commercial exploitation of the Saleable Areas, sanction modification and/or alteration of the Building Plans and construction of the New Buildings and obtaining completion/occupation certificate, sale and transfer of the Saleable Areas, execution and registration of the agreements for sale and deeds of conveyance, etc. PROVIDED THAT the powers and authorities granted in respect of the Remaining Phases Properties shall, unless otherwise agreed between the Parties in writing, come into effect after successful completion of construction of the super structure of the New Buildings intended to be constructed on the Phase 1 Property (i.e. with brick-work and without installation of windows).
- 10.2 While exercising the powers and authorities under the power or powers of attorney granted or to be granted by the Owners and the Remaining Phases Owners in terms hereof, the Developer shall ensure that no civil,

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criminal or financial obligation is imposed or subjected upon the Owners or the Remaining Phases Owners and the Subject Properties or any part or share thereof is not adversely affected or prejudiced and shall not do any such act, deed, matter or thing which would in any way infringe the rights of the Owners or the Remaining Phases Owners and/or go against the spirit of this Agreement or whereby the Owners or the Remaining Phases Owners suffers any loss or damage and the Developer shall keep the Owners and the Remaining Phases Owners fully saved harmless and indemnified from any loss damage cost action claim demand or proceeding arising due to user of such power of attorney by the Developer's said nominees by infringing the rights of the Owners or the Remaining Phases Owners and/or by going against the spirit of this agreement.

11. COMMON PURPOSES:

- 11.1 As a matter of necessity, the Owners and the Developer and all Buyers deriving right title or interest from them shall while occupying, using and enjoying their respective areas would be bound and obliged to observe fulfill and perform the rules regulations obligations covenants and restrictions from time to time put in force by the Owners and the Developer for the quiet and peaceful use enjoyment and management of the New Buildings and in particular the Common Areas and Installation and to pay, regularly and punctually, municipal and other rates and taxes, water tax, electricity charges, and all other taxes, impositions, levies, fees, cess, betterment fees or development charges, statutory liabilities under any statute rules and regulations and other outgoings whether existing or as may be imposed or levied or enhanced at any time in future on or in respect of their respective areas in the New Buildings and also to pay proportionate share of the common expenses and monthly maintenance charges, generator operation charges etc., at such rate as be determined by the Developer for the New Buildings.
- 11.2 The Developer shall form an Association of the persons who have purchased Units or have agreed to purchase Units and taken possession or deemed possession thereof in the New Buildings for the operation maintenance and management of the Common Areas and Installations and other Common Purposes and until such time as such Association is formed, the Developer or its nominee or a maintenance agency shall be responsible to and look after such activities.

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12. OWNER'S COVENANTS:

- 12.1 The Owners and the Remaining Phases Owners do hereby agree and covenant with the Developer to render full co-operation to the Developer for implementation of the Project and not to cause any interference or hindrance in the construction of the New Buildings at the Subject Properties by the Developer and/or sale of the Saleable Areas in terms hereof.
- 12.2 The Owners and the Remaining Phases Owners do hereby further agree and covenant with the Developer not to let out, grant lease/license, mortgage, charge, sell, transfer, alienate or otherwise encumber or part with possession of or create any interest of a third party into or upon their Subject Properties or any part or portion thereof or any construction thereon as from the date hereof save only in accordance with and in terms hereof.

13. OTHER OBLIGATIONS OF THE DEVELOPER:

- 13.1 The Developer agrees, covenants and undertakes to carry out the construction and completion of the Project at its own costs expenses risks and liability and without in any manner affecting the right, title and interest of the Owners into and/or upon the Subject Properties and to also comply with the following:
- (a) obtain registration of the Project under and comply with all the provisions of the said Act and any other laws applicable to the Project and shall keep the Owners fully saved harmless and indemnified from any kind of violations or defaults thereof;
 - (b) obtain necessary insurance policy (from a reputable insurance company) to keep the New Buildings insured and to keep the Owners saved, harmless and indemnified from and against losses damages costs claims demands actions and proceedings by third parties in connection with the execution and implementation of the Project;
 - (c) keep the Subject Properties free from any kind of encroachments;
 - (d) provide the Owners monthly statements about the Gross Revenue generated and the brokerage paid for sale of the Saleable Areas.

14. DEFAULTS AND REMEDIES FOR PHASE 1 PROPERTY:

- 14.1 In case the Owners fail and/or neglect to comply with their obligations mentioned herein (including in clause 4.2 hereinabove) within the period stipulated therefor, the Developer shall at its option be entitled either to extend the period for performance of the obligations by the Owners or carry out the obligations of the Owners, at the costs and expenses of the Owners or cancel this agreement after giving the Owners a 30 days notice in writing to rectify their default. In case of cancellation of this Agreement, the Owners shall refund the entire security deposit paid by the Developer to them without interest within 30 days of such cancellation, failing which the Owners shall pay interest calculated @15% per annum thereon.
- 14.2 In case the Developer is ready and willing to comply with its obligations herein contained within the period stipulated herein and Owners fail to carry out the obligations mentioned in clauses 4.1 or 4.3 above, the Developer shall at its discretion be entitled either (a) to carry out the obligations of the Owners by investing such costs and expenses on behalf of the Owners and intimate them about the same in writing on monthly basis and claim refund of such amounts from the Owners with interest @15% per annum or (b) cancel this agreement after giving the Owners a 30 days' notice in writing to rectify their default.
- 14.3 In case the Owners comply with their obligations herein contained within the period stipulated herein and the Developer fails or neglects to:
- (a) pay the balance refundable interest free security deposit in terms hereof, the Owners shall give a 60 days' notice in writing to the Developer for such payment and in case the Developer still fails and/or neglects to pay the same within the notice period, the Owners shall be entitled to cancel this agreement and forthwith refund the entire refundable deposit until then paid by the Developer to the Owners without interest within 30 days from the date of such cancellation.
 - (b) comply with its obligations to obtain sanction of plans within the period (including the grace period) and in the manner mentioned herein, then and in such event the Owners shall give a 60 days' notice in writing to the Developer for such compliance and in case



the Developer still fails and/or neglects to comply with its obligation within the notice period, the parties shall mutually decide the future course of action and in case they are unable to decide the future course of action within 30 days, then they shall refer the matter to arbitration.

- (c) In case the Owners comply with and/or are ready and willing to comply with their obligations and the Developer fails and/or neglects to comply its obligations with regard to progress of construction of the Project or constructing and completing the Project within the period (including the grace period) and in the manner mentioned herein, then and in such event the Developer shall be entitled to a further grace period of 06 (six) months PROVIDED THAT in case the delay in such progress of construction or completion of development of the Project continues beyond 12 (twelve) months from the time stipulated above, then and in such event, the parties shall mutually decide the future course of action and in case they are unable to decide the future course of action within 30 days, then the Owners shall be entitled to take over and assume full control and have the unfinished work/job to be completed at the costs and expenses and on account of the Developer together with additional 20% (twenty percent) of such costs and expenses as and by way of pre-determined liquidated damages.

14.5 In case of takeover of the Project as aforesaid by the Owners the following terms and conditions shall apply:

- (a) all rights, powers and authorities of the Developer under this agreement shall stand suspended and vested in the Owners;
- (b) all Realizations shall be received by the Owners alone;
- (c) upon completion of the Project an account shall be made and upon adjustment of the entire liabilities of the Developer and all costs, compensation and damages as envisaged above from out of the amounts falling to the share of the Developer in terms of this agreement, if any residue remains payable to the Developer the same shall be paid by the Owners to the Developer and if there is any deficit, the same shall be paid by the Developer to the Owners;

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14.6 **Effect of Default by the Developer on Remaining Phases Properties:** In case the Owners comply and/or are ready and willing to comply with their obligations and the Developer fails and/or neglects to comply with its obligations with regard to progress of construction of the Project or constructing and completing the Project at the Phase 1 Property within the period (including the grace period) and in the manner mentioned herein, then, without prejudice to the remedies of the Owners mentioned above, the Owners shall not be obligated to proceed with development of the subsequent phases of the Remaining Phases Properties through the Developer and refund the balance refundable security deposit (without interest) within 30 days of cancellation of this agreement or takeover of the Project, as the case may be.

14.7 Nothing contained herein shall prevent either party to seek specific performance of this contract and/or damages.

15. **INDEMNITY:**

15.1 Both the parties shall indemnify and keep the other party fully saved harmless and indemnified of and from all or any loss damage cost claim demand action prosecution penalty or proceeding that they or any of them may suffer or incur owing to any default or negligence of the other in carrying out their respective obligations in terms of this Agreement.

16. **MISCELLANEOUS:**

16.1 All khajana, land revenue, municipal rates and taxes in respect of the land comprised in the Subject Properties till the date of execution hereof shall be borne and paid by the Owners and for the period thereafter the same shall be borne and paid by the Parties in the Gross Revenue Sharing Ratio.

16.2 The Buyers shall be entitled to take housing loans from any Banks or Financial Institutions for the purpose of payment of the price/consideration, extras and deposits and/or stamp duty, registration fees etc. payable by them in respect of their respective Saleable Areas.

16.3 After sanction of building plans for each phase of the Project, the Developer shall be entitled to obtain finance only for construction of that phase of the Project and that too strictly as per progress of construction from banks/ financial institutions by giving security of the Developer's

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75% share in the Project without however affecting the Owners 25% share therein and the Owners agree to sign all necessary documents to enable the Developer to obtain such finance as per progress of construction. However, the Owners shall not provide any personal or other guarantee in respect thereof. The Developer shall use the loan amount obtained from bank/financial institution only for development of the Project and for no other purposes whatsoever.

- (a) For obtaining such finance, the Developer shall be entitled to deposit the title deeds of the land comprised in such phase of the Project as collateral security **Subject To** obtaining simultaneous release of 25% of the Saleable Areas in the Project attributable to the Owners.
- (b) All interest and other amounts payable for obtaining such finance shall be exclusively borne paid and discharged by the Developer and the Owners shall not be liable for any debts raised by the Developer and the Developer shall keep the Owners saved harmless and indemnified from any losses, damages, costs, claims, demands, actions and proceedings in this regard till the original title deeds are released by the concerned bank/financial institution.

- 16.4 The carpet area, built-up area and super built-up area of all the Units in the New Buildings, shall be such as be determined by the Architects.
- 16.5 The names of the New Buildings and the Project shall be decided by the Developer.
- 16.6 The Developer shall be entitled to put neon-sign, hoardings, sign boards, signage or any other form of advertisement or promotional material relating to its group companies on the roof of the over-head water tanks and lift machine rooms of the New Buildings.
- 16.7 The Developer hereby undertakes that without prior written consent of the Owners, the Developer shall not be entitled in any manner to assign and/or transfer this Development Agreement and/or rights under this Agreement to any one whosoever. Likewise, the Owners hereby undertake that without prior written consent of the Developer, the Owners shall not be entitled in any manner to assign and/or transfer this Development Agreement and/or rights under this Agreement to any one whosoever save amongst themselves and/or their family members.

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- 16.8 Each party represents and warrants that it has the full right and authority to enter into this Agreement. Each party represents and warrants that it has and covenants that it shall continue to have full right and authority to perform its obligations hereunder.
- 16.9 If any of the provisions of this Agreement is held or found to be unenforceable, illegal or void, all other provisions will nevertheless continue to remain in full force and effect. The parties shall nevertheless be bound to negotiate and settle a further provision to this Agreement in place of the provision which is held or found to be unenforceable, illegal or void, to give effect to the original intention of the parties and which would be enforceable, legal and valid.
- 16.10 The failure of either party to insist upon performance of any of the terms or provisions of the Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for exercise of such term, provision, option, right or remedy in future, and the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.
- 16.11 This instrument constitutes the entire agreement between the parties as to the Subject Properties and/or the subject matter hereof and supersedes all previous writings or instruments with respect thereto.
- 16.12 No modification or amendment to this Agreement shall be valid or binding unless made in writing and duly executed by the Parties.
- 16.13 This Agreement has been executed in two counterparts, each of which shall be deemed to be an original and both counterparts shall together constitute one and the same instrument. The cost of stamp duty, registration fees and miscellaneous charges for registration of this Agreement shall be borne and paid by the Developer. In the event of registration of this Agreement, the registered copy shall be kept in the custody of the Developer.

17. REMAINING PHASES PROPERTIES:

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17.1 It is expressly agreed between the Parties that the Remaining Phases Properties shall be developed by the Developer in a phase-wise manner as follows and for that the Developer shall be entitled to prepare a master plan for the entire Project:

- (a) The Remaining Phases Properties shall be developed in phases and each phase shall be developed on a minimum land area of approximately 02 (two) to 04 (four) bighas;
- (b) Unless otherwise mutually agreed in writing, the second phase of the Project to be developed on the Remaining Phases Properties shall commence upon booking of 50% of the units to be constructed in the Project at the Phase 1 Property by prospective transferees and realization of 50% of the total consideration receivable from such transferees of 50% of the units to be constructed in the Phase 1 Property AND likewise the third phase of the Project to be developed on the Remaining Phases Properties shall commence upon booking of 50% of the units to be constructed in the second phase thereof by prospective transferees and realization of 50% of the total consideration receivable from such transferees of 50% of the units to be constructed in the second phase thereof and as on;
- (c) The Owners and their authorized persons shall, at all times hereafter, have full free and unfettered right to use the Remaining Phases Properties through the land contained in the Project for ingress and egress with materials and vehicles and for all other lawful purposes for the beneficial use and enjoyment of such Remaining Phases Properties, but without disturbing or interfering with the development of the Project.

17.2 **Obligations of the Remaining Phases Owners for Remaining Phases Properties:**

- (a) **Marketable Title:** The Remaining Phases Owners shall make out a marketable title to the Remaining Phases Properties free from encumbrances mortgages charges leases tenancies occupancy-rights bargadars liens lis pendens attachments uses debutters trusts claims demands and liabilities and answer and comply with all requisitions-on-title as may be made out by the Project Advocates within 30 days of the receipt thereof.

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- (b) **Mutation, Conversion and ULC for Remaining Phases Properties:** After sale of 50% of the Saleable Areas of the Phase 1 Property and within the period as may be mutually agreed between the Parties, the Remaining Phases Owners shall, at their own costs and expenses, with full co-operation and assistance of the Developer cause to be (a) mutated their respective names as owners of their Respective Properties in the Remaining Phases Properties in the records of B.L.&L.R.O and the concerned Gram Panchayat and/or Municipality, (b) converted the nature of use of the land comprised in the Remaining Phases Properties to 'residence/bastu' in the records of the concerned B.L. & L.R.O. and if required in the records of the concerned Gram Panchayat and/or Municipality and obtain necessary conversion certificate in respect thereof and (c) obtained necessary 'Certificate' from the competent authority under the Urban Land (Ceiling & Regulation) Act, 1976 declaring that the Competent Authority has no objection in the development of the Remaining Phases Properties or there is no excess vacant land at the Remaining Phases Properties within the meaning of the said Act of 1976.

- 17.3 **Obligations of the Developer for the Remaining Phases Properties of the Project:** The Developer shall, upon its becoming entitled to develop the Remaining Phases Properties in terms hereof, comply with all the obligations herein contained and applicable for the Phase 1 Property (including those mentioned in clause 5 and its sub-clauses) in the similar manner and on similar time lines as agreed herein in order to implement the intended Project at the Remaining Phases Properties.
- 17.4 **Defaults and Remedies of the Parties for the Remaining Phases Properties of the Project:** Each Party shall be entitled to seek remedy for defaults of the other Party's obligations in respect of the Remaining Phases Properties in the similar manner and on similar time lines as agreed herein for development of and implementation of the intended Project at the Phase 1 Property. (including the remedies mentioned in clause 14 and its sub-clauses).
- 17.5 **Further Acts:** All Parties hereto agree and undertake to do all further acts deeds and things and execute/register such further document or documents as may be required for development and implementation of the intended Project at the Remaining Phases Properties.

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18. NOTICE AND AUTHORITY:

18.1 Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by registered post/speed post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post/speed post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

18.2 For convenience amongst the Owners, it has been agreed inter-se amongst the Owners that until the entire Project at the Subject Properties is completed or until this agreement is lawfully terminated, **(Dr.) Raj Kumar Chhajer** and **Mr. Manoj Kumar Chhalani** jointly shall be their authorized representatives and they shall represent all the Owners for all matters connected with this Agreement and the Project and the Developer shall deal with and communicate/give notice only with the said two persons representing all the Owners, and all the Owners hereby irrevocably confirm and accept the same. The Owners shall be entitled to change their authorized representatives in future by written intimation personally by all the Owners to the Developer. Likewise, Mr. Shashi Kant Khetan and Mr. Saharsh Khaitan jointly and/or severally be the authorized representative of the Developer.

19. ADJUDICATION OF DISPUTES: In the event of any disputes or differences between the Parties hereto concerning or arising out of this Agreement or in any way connected with the Project, the Parties shall try to resolve the same amicably through mutual discussions, negotiations, mediation by common friends, and in case they fail to resolve the same within 30 days, either Party may refer the disputes for sole arbitration. Any process of arbitration shall be conducted under the Arbitration and Conciliation Act, 1996, as amended from time to time. The decision of the Arbitral Tribunal, as the case may be, shall be final and binding on both Parties. The arbitration shall be held at Kolkata and in English language.

20. JURISDICTION: Only the Hon'ble High Court at Calcutta and the Courts having territorial jurisdiction over the Subject Properties shall have the jurisdiction to entertain try and determine all actions and proceedings

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between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(PHASE 1 PROPERTY)

ALL THOSE pieces and parcels of contiguous "Sali" land containing an area of 04 Bighas 06 Cottahs 05 Chittacks 20 Square feet more or less comprised of divided demarcated portion of R.S. Dag No.2122 recorded in R.S. Khatian No. 2194, in Mouza Paschim Barisha, J.L. No.19, R.S. No. 43, Touzi No.235, Police Station Thakurpukur (formerly Behala), within local limits of Ashuti - II Gram Panchayat, District South 24 Parganas, Pin Code - 700104 and shown in the plan annexed hereto duly bordered thereon in '**Blue**' and butted and bounded as follows:

- On the **North** : By portion of R.S. Dag No. 2115 in Mouza Paschim Barisha.
- On the **South** : By portion of R.S. Dag No. 2122 in Mouza Paschim Barisha;
- On the **East** : By portion of R.S. Dag No. 2122 in Mouza Paschim Barisha and 20' (twenty feet) wide common road;
- On the **West** : By 30' (thirty feet) wide common road.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situate butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(REMAINING PHASES PROPERTIES)

Part - I

ALL THOSE pieces and parcels of contiguous "Sali" land containing an area of 120 Cottahs more or less comprised of divided demarcated portions of R.S. Dag No. 2115 recorded in R.S. Khatian No. 2607 in Mouza Paschim Barisha, J.L. No.19, R.S. No. 43, Touzi Nos.235 and 239, Police Station Thakurpukur (formerly Behala), within local limits of Ashuti - II Gram Panchayat, District South 24 Parganas, Pin Code - 700104 and shown in the plan annexed hereto duly bordered thereon in '**Red**' and butted and bounded as follows:

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- On the **North** : By portions of R.S. Dag No. 2118/2220 in Mouza Paschim Barisha.
- On the **South** : By Phase 1 Property in Mouza Paschim Barisha;
- On the **East** : By 20' (twenty feet) wide common road;
- On the **West** : By R.S. Dag Nos. 2114, 2126 and 2127 in Mouza Paschim Barisha.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situate butted bounded called known numbered described or distinguished.

Part - II

ALL THOSE pieces and parcels of contiguous "Sali" land containing an area of 80 Cottahs more or less comprised of divided demarcated portions of R.S. Dag No.2143 recorded in R.S. Khatian No. 2288 in Mouza Paschim Barisha, J.L. No.19, R.S. No. 43, Touzi Nos.235 and 239, Police Station Thakurpukur (formerly Behala), within local limits of Ashuti - II Gram Panchayat, District South 24 Parganas, Pin Code - 700104 and shown in the plan annexed hereto duly bordered thereon in '**PINK**' and butted and bounded as follows:

- On the **North** : By portions of R.S. Dag Nos. 2124 and 2123 in Mouza Paschim Barisha.
- On the **South** : By portion of R.S. Dag No. 2143 in Mouza Paschim Barisha;
- On the **East** : By 30' (thirty feet) wide common road;
- On the **West** : By canal.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situate butted bounded called known numbered described or distinguished.

THE THIRD SCHEDULE ABOVE REFERRED TO :
(Extras and Deposits)

EXTRAS shall include charges for:

- (a) Generator Power Back-up.
- (b) Transformer / Electrical Expenses.
- (c) Club Membership.
- (d) Formation of Association
- (e) Mutation.
- (f) Legal Documentation.

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- (g) Addition/Alteration at the request of the Flat Buyer/transferees including towards Grills for Windows & Balcony.
- (h) Statutory Realizations, if any, etc.

DEPOSITS (which shall be interest free) shall include:

- (a) Deposit on account of maintenance charges, common expenses, municipal rates and taxes, etc.;
- (b) Deposit on account of Electric Meter, Club and Sinking Fund.

(**Note:** The unadjusted Deposit Amounts shall be transferred to the Association to be formed for the Common Purposes)

THE FOURTH SCHEDULE ABOVE REFERRED TO :
(Devolution of Title to the Phase 1 Property)

- A. (Smt.) Amraw Devi Chhajer (since deceased) wife of Sampatlal Chhajer also known as Sampat Mal Chhajer was the absolute owner and in 'khas' vacant peaceful possession of, amongst other properties, **All That** piece and parcel of 'Sali' land containing an area of 32 Cottahs 09 Chittacks 06 Square Feet more or less comprised of divided demarcated portion of R.S. Dag No. 2122 recorded in R.S. Khatian No. 2194, in Mouza - Paschim Barisha, J.L. No. 19, R.S. No. 43, Touzi No. 235, Police Station - Thakurpukur (formerly Behala) within local limits of Ashuti-II Gram Panchayat, District South 24-Parganas (hereinafter referred to as the "**said Amraw Devi Chhajer's Property**") **Together with** perpetual and heritable right to use and enjoy the 20' (twenty feet) wide common road lying on the eastern side of the said Amraw Devi Chhajer's Property leading from Bakrahat Road to the said Amraw Devi Chhajer's Property, having purchased the same by the following two Deeds of Conveyance:
- (i) Deed of Conveyance dated 19th May 2004 and registered with the District Sub-Registrar-II, Alipore in Book I vide Deed No. 04195 for the year 2006 and
 - (ii) Deed of Conveyance dated 30th October 2013 and registered with the Additional Registrar of Assurances-I, Kolkata in Book I, CD Volume No. 19, Page from 8667 to 8684 vide Deed No. 10136 for the year 2013.
- A1. By a Deed of Gift dated 19th June 2018 and registered with the District Sub-Registrar-II, Alipore in Book I, Volume No. 1602-2018, Page 229818 to 229842, Being No. 160206858 for the year 2018,

24

said Amraw Devi Chhajer in consideration of her natural love and affection towards her son- Vinay Jain, two grand-daughters- Akshita Jain, Pallavi Chhajer and one grandson- Harsh Chhajer granted conveyed and transferred by way of gift unto and in favour of them **All That** undivided 19 Cottahs 01 Chittacks 06 Square feet more or less (equivalent to 58.55% undivided share) of 'Sali' land out of the said Amraw Devi Chhajer's Property together with perpetual and heritable right to use and enjoy the Twenty Feet Common Road, absolutely and forever, in following undivided shares and proportion:

Sl. No.	Name	Undivided Area of land	Undivided Share in said Amraw Devi Chhajer's Property
1.	Vinay Jain	06 Cottahs 08 Chittacks	19.95%
2.	Akshita Jain	06 Cottahs 08 Chittacks	19.95%
3.	Pallavi Chhajer	03 Cottahs 03 Chittacks 25 Square feet	09.90%
4.	Harsh Chhajer	02 Cottahs 13 Chittacks 26 Square feet	08.75%
	Total:	19 Cottahs 01 Chittack 06 Square feet	58.55%

- A2. By a Deed of Exchange dated 10th August 2018 made between said Amraw Devi Chhajer as first party therein and Dinesh Patel (HUF) as second party therein and registered with the District Sub-Registrar-II, Alipore in Book I, Volume No. 1602-2018, Page 296415 to 296439, Being No. 160208837 for the year 2018, said Amraw Devi Chhajer in exchange of undivided 07 Cottahs more or less (equivalent to 23.33% undivided share) of 'Sali' land out of 30 Cottahs comprised in divided demarcated portion of R.S. Dag No. 2115 recorded in R.S. Khatian No. 2607, in Mouza Paschim Barisha granted conveyed transferred and released unto and in favour of the said Dinesh Patel (HUF) **All That** undivided 07 Cottahs more or less (equivalent to 21.50% undivided share) of 'Sali' land out of the said Amraw Devi Chhajer's Property together with perpetual and heritable right to use and enjoy the Twenty Feet Common Road, absolutely and forever.

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- A3. By a Deed of Conveyance dated 27th November 2018 made between (Smt.) Bharati Mondal and 10 others as vendors therein and said (i) Amraw Devi Chhajer, (ii) Vinay Jain, (iii) Akshita Jain, (iv) Harsh Chhajer, (v) Pallavi Chhajer and (vi) Dinesh Patil (HUF) as purchasers therein and registered with the District Sub Registrar II in Book I, Volume No. 1602-2018, Page 384662 to 384709 Being No. 160211467 for the year 2018, said Bharati Mondal and 10 others for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the said Amraw Devi Chhajer and five others, the landed property lying adjacent to the said Amraw Devi Chhajer's Property being **All That** piece and parcel of 'Sali' land containing an area of 01 Cottah 06 Chittacks 20 Square Feet more or less comprised of divided demarcated portion of R.S. Dag No. 2122 recorded in R.S Khatian No. 2194 in Mouza Paschim Barisha, R.S. No. 43, J.L. No. 19, Touzi No. 235, Police Station - Thakurpukur (formerly Behala), within the local limits of Ashuti-II Gram Panchayat, District South 24-Parganas together with perpetual and heritable right to use and enjoy the 30' (thirty feet) wide common road lying on the western side of the said 01 Cottah 06 Chittacks 20 Square feet land, absolutely and forever, in the following undivided shares and proportion:

Sl. No.	Name	Undivided Area of land	Undivided Share
1.	Amraw Devi Chhajer	04 Chittacks 22 Square feet	19.95%
2.	Vinay Jain	04 Chittacks 22 Square feet	19.95%
3.	Akshita Jain	04 Chittacks 21 Square feet	19.95%
4.	Harsh Chhajer	01 Chittacks 43 Square feet	08.75%
5.	Pallavi Chhajer	02 Chittacks 10 Square feet	09.90%
6.	Dinesh Patel (HUF)	04 Chittacks 37 Square feet	21.50%
	Total:	01 Cottah 06 Chittacks 20 Square feet	100%

- A4. In the premises, (i) said Amraw Devi Chhajer, (ii) Vinay Jain, (iii) Akshita Jain, (iv) Harsh Chhajer, (v) Pallavi Chhajer and (vi) Dinesh Patil (HUF), became the absolute owners of divided demarcated portion of the Phase 1 Property being **All That** piece and parcel of 'Sali' land containing an area of 33 Cottahs 15 Chittacks 26 Square Feet more or less comprised of divided demarcated portion of R.S.

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Dag No. 2122 recorded in R.S. Khatian No. 2194, in Mouza Paschim Barisha, J.L. No. 19, R.S. No. 43, Touzi No. 235, Police Station - Thakurpukur (formerly Behala) within the local limits of Ashuti-II Gram Panchayat, District South 24-Parganas together with perpetual and heritable right to use and enjoy the Common Roads leading from Bakrahat Road to the Phase 1 Property, in the following undivided shares and proportion:


Sl. No.	Name	Undivided Area of land	Undivided Share in portion of Phase 1 Property measuring 33 Cottahs 15 Chittacks 26 Square Feet more or less
1.	Amraw Devi Chhajer	06 Cottahs 12 Chittacks 22 Square feet	19.95%
2.	Vinay Jain	06 Cottahs 12 Chittacks 22 Square feet	19.95%
3.	Akshita Jain	06 Cottahs 12 Chittacks 21 Square feet	19.95%
4.	Pallavi Chhajer	03 Cottahs 05 Chittacks 35 Square feet	09.90%
5.	Harsh Chhajer	02 Cottahs 15 Chittacks 24 Square feet	08.75%
6.	Dinesh Patel HUF	07 Cottahs 04 Chittacks 37 Square feet	21.50%
	Total:	33 Cottahs 15 Chittacks 26 Square Feet	100%

- A5. Amraw Devi Chhajer, a Hindu governed by the Mitakshara School of Hindu law, died intestate on 25.05.2022 leaving her surviving her husband Shri Sampat Mal Chhajer, sons Dr. Raj Kumar Chhajer and Vinay Jain and one daughter Sm. Chanda Baid, as her only heirs heiress and legal representatives who all upon her death

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inherited and became entitled to, amongst other properties, her 09.95% share in the Phase 1 Property measuring 06 Cottahs 12 Chittacks 22 Square feet, absolutely in equal shares.

- A6. By a Deed of Gift dated 12th January 2023 and registered with the Additional District Sub Registrar, Behala in Book I, Being No.1607 00123 for the year 2023, said Sampat Mal Chhajer, Vinay Jain and Sm. Chanda Baid in consideration of their natural love and affection towards Dr. Raj Kumar Chhajer (being the son of Sampat Mal Chhajer and the full blood brother of Vinay Jain and Sm. Chanda Baid) granted conveyed and transferred by way of gift unto and in favour of Dr. Raj Kumar Chhajer, amongst other properties, **All That** piece and parcel of land containing an area of 05 Cottahs 01 Chittacks 17 Square feet more or less (i.e. three fourth share of land measuring 06 Cottahs 12 Chittacks 22 Square feet more or less) comprising of portion of R.S. Dag No. 2122 recorded in R.S. Khatian No. 2194, in Mouza Paschim Barisha, J.L. No. 19, R.S. No. 43, Touzi No. 235, Police Station - Thakurpukur (formerly Behala) within the local limits of Ashuti-II Gram Panchayat, District South 24 Parganas together with perpetual and heritable right to use and enjoy the Common Roads, absolutely and forever.
- A7. In the premises; (i) said Dr. Raj Kumar Chhajer, (ii) Vinay Jain, (iii) Akshita Jain, (iv) Harsh Chhajer, (v) Pallavi Chhajer and (vi) Dinesh Patil (HUF), became the absolute owners of divided demarcated portion of the Phase 1 Property containing an area of 33 Cottahs 15 Chittacks 26 Square Feet more or less, in the following undivided shares and proportion:

Sl. No.	Name	Undivided Area of land	Undivided Share in portion of Phase 1 Property measuring 33 Cottahs 15 Chittacks 26 Square
			

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Dr. Raj Kumar Chhajer

			Feet more or less
1.	Dr. Raj Kumar Chhajer	06 Cottahs 12 Chittacks 22 Square feet	19.95%
2.	Vinay Jain	06 Cottahs 12 Chittacks 22 Square feet	19.95%
3.	Akshita Jain	06 Cottahs 12 Chittacks 21 Square feet	19.95%
4.	Pallavi Chhajer	03 Cottahs 05 Chittacks 35 Square feet	09.90%
5.	Harsh Chhajer	02 Cottahs 15 Chittacks 24 Square feet	08.75%
6.	Dinesh Patel HUF	<u>07 Cottahs 04 Chittacks</u> <u>37 Square feet</u>	<u>21.50%</u>
	Total:	33 Cottahs 15 Chittacks 26 Square Feet	100%

B. (Smt.) Mita Roy Chhajer wife of Dr. Raj Kumar Chhajer was the absolute owner and in 'khas' vacant peaceful possession of, amongst other properties, **All That** piece and parcel of 'Sali' land containing an area of 20 Cottahs more or less comprised of a divided demarcated portion of R.S. Dag No. 2122 recorded in R.S. Khatian No. 2194, in Mouza Paschim Barisha, J.L. No. 19, R.S. No. 43, Touzi No. 235, Police Station - Thakurpukur (formerly Behala) within the local limits of Ashuti-II Gram Panchayat, District South 24 Parganas (hereinafter referred to as the "**said Mita Roy Chhajer's Property**") together with perpetual and heritable right to use and enjoy the 20' (twenty) feet wide common road lying on the eastern side of the said Mita Roy Chhajer's Property leading from Bakrahat Road to the said Mita Roy Chhajer's Property, having purchased the same by a Deed of Conveyance dated 19th May 2006 made between Adhir Chandra Mondal son of late Hazu Mondal as vendor therein and said Mita Roy Chhajer as purchaser therein and registered with the District Sub-Registrar-II, Alipore in Book No. I vide Deed No. 04194 for the year 2006.

B1. By a Deed of Gift dated 29th June 2018 made between said Mita Roy Chhajer as donor therein and Suchitra Chongdar and Anita Roy as donees therein and registered with the District Sub-Registrar-II, Alipore, South 24-Parganas in Book I, Volume No. 1602-2018, Page 248205 to 248226, Being No. 160207440 for the year 2018, said

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Mita Roy Chhajer in consideration of her natural love and affection towards her sisters Suchitra Chongdar and Anita Roy granted conveyed and transferred unto and in favour of them **All That** undivided 13 Cottahs 03 Chittacks 09 Square feet more or less (equivalent to 66% undivided share) of 'Sali' land out of the said Mita Roy Chhajer's Property together with perpetual and heritable right to use and enjoy the Twenty Feet Common Road, absolutely and forever, in the following undivided shares and proportion:

Sl. No.	Name	Undivided Area of Land	Undivided Share in said Mita Roy Chhajer's Property
1	Suchitra Chongdar	06 Cottahs 09 Chittacks 27 Square feet	33%
2	Anita Roy	06 Cottahs 09 Chittacks 27 Square feet	33%
	Total:	13 Cottahs 03 Chittacks 09 Square feet	66%

- B2. By a Deed of Conveyance dated 27th November, 2018 made between (Smt.) Bharati Mondal and 10 others as vendors therein and said (i) Mita Roy Chhajer, (ii) Suchitra Chongdar and (iii) Anita Roy as purchasers therein and registered with the District Sub Registrar II in Book I, Volume No. 1602-2018, Page 384586 to 384626 Being No. 160211465 for the year 2018, said Bharati Mondal and 10 others for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the said Mita Roy Chhajer and two others, the landed property lying adjacent to the said Mita Roy Chhajer's Property being **All That** piece and parcel of 'Sali' land containing an area of 01 Cottah 09 Chittacks 22 Square Feet more or less comprised of divided demarcated portion of R.S. Dag No. 2122 recorded in R.S Khatian No. 2194 in Mouza Pāschim Bārisha, R.S. No. 43, J.L. No. 19, Touzi No. 235, Police Station - Thakurpukur (formerly Behala) within the local limits of Ashuti-II Gram Panchayat, District South 24-Parganas together with perpetual and heritable right to use and enjoy the 30' (thirty feet) wide common road lying on the western

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side of the said 01 Cottah 09 Chittacks 22 Square feet land, absolutely and forever, in the following undivided shares and proportion:

Sl.	Name	Area of land	Undivided share
1.	Mita Roy Chhajer	08 Chittacks 29 Square feet	34%
2.	Suchitra Chongdar	08 Chittacks 19 Square feet	33%
3.	Anita Roy	<u>08 Chittacks 19 Square feet</u>	<u>33%</u>
	Total:	01 Cottah 09 Chittacks 22 Square Feet	100%

- B3. In the premises, (i) said Mita Roy Chhajer, (ii) Suchitra Chongdar and (iii) Anita Roy, being the Second Parties hereto, have become the absolute owners of divided demarcated portion of the Phase 1 Property being **All That** piece and parcel of 'Sali' land containing an area of 21 Cottahs 09 Chittacks 22 Square Feet more or less comprised of divided demarcated portion of R.S. Dag No. 2122 recorded in R.S. Khatian No. 2194, in Mouza Paschim Barisha, J.L. No. 19, R.S. No. 43, Touzi No. 235, Police Station - Thakurpukur (formerly Behala) within the local limits of Ashuti-II Gram Panchayat, District South 24-Parganas together with perpetual and heritable right to use and enjoy the Common Roads leading from Bakrahat Road to the Phase 1 Property, in the following undivided shares and proportion:

Sl. No.	Name	Undivided Area of land	Undivided Share in portion of Phase 1 Property measuring 21 Cottahs 09 Chittacks 22

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				Square Feet more or less
1.	Mita Roy Chhajer	07	Cottahs 05 Chittacks 20 Square feet	34%
2.	Suchitra Chongdar	07	Cottahs 02 Chittacks 01 Square feet	33%
3.	Anita Roy	<u>07</u>	<u>Cottahs 02</u> <u>Chittacks 01</u> <u>Square feet</u>	<u>33%</u>
	Total:	21	Cottahs 09 Chittacks 22 Square Feet	100%

C. Vijay Singh Baid (HUF) a Hindu Undivided Family having its office at 36/2A Ram Krishna Samadhi Road, Kolkata - 700054 was the absolute owner and in 'khas' vacant peaceful possession of, amongst other properties, **All That** piece and parcel of 'Sali' land containing an area of 30 Cottahs more or less comprised of divided demarcated portion of R.S. Dag 2122 recorded in R.S. Khatfan No. 2194, in Mouza Paschim Barisha, J.L. No. 19, R.S. No. 43, Touzi No. 235, Police Station - Thakurpukur (formerly Behala) within local limits of Ashuti-II Gram Panchayat, District South 24-Parganas (hereinafter referred to as the "**said Vijay Singh Baid (HUF) Property**") together with perpetual and heritable right to use and enjoy 20 (Twenty) feet wide common road lying on the eastern side of the said Vijay Singh Baid (HUF) Property leading from Bakrahat Road to the said Vijay Singh Baid (HUF) Property, having purchased the same by a Deed of Sale dated 12th October 2007 made between Sudhir Chandra Mondal son of last Hazu Mondal as vendor therein and said Vijay Singh Baid (HUF) as purchaser therein and registered with the District Sub-Registrar-II, Alipore in Book I, CD Volume No. 16, Page 4747 to 4761, Being No. 04457 for the year 2009.

C1. By a Deed of Gift dated 29th June 2018 and registered with the District Sub-Registrar-II, Alipore in Book I, Volume No. 1602-2018, Page 235709 to 235735, Being No. 160207036 for the year 2018, said Vijay Singh Baid (HUF) granted conveyed and transferred by way of gift unto and in favour of its coparceners Mahak Baid and Mayank Baid **All That** undivided 09 Cottahs more or less

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(equivalent to 30% undivided share) of 'Sali' land' out of the said Vijay Singh Baid (HUF) Property together with perpetual and heritable right to use and enjoy the Twenty Feet Common Road, absolutely and forever, in following undivided shares and proportion:-

Sl. No.	Name	Undivided Area of Land	Undivided Share in said Vijay Singh (HUF Property)
1	Mahak Baid	04 Cottahs 08 Chittacks	15%
2	Mayank Baid	04 Cottahs 08 Chittacks	15%
	Total:	09 Cottahs	30%

- C2. By a Deed of Exchange dated 10th August 2018 made between said Vijay Singh Baid (HUF) as first party therein and Suraj Nahata as second party therein and registered with the District Sub-Registrar-II, Alipore in Book I, Volume No. 1602-2018, Page 296318 to 296343, Being No. 160208838 for the year 2018, said Vijay Singh Baid (HUF) in exchange of undivided 07 Cottahs more or less (equivalent to 23.33% undivided share) of 'Sali' land out of 30 Cottahs comprised in divided demarcated portion of R.S. Dag No. 2115 recorded in R.S. Khatian No. 2607, in Mouza Paschim Barisha, granted conveyed transferred and released unto and in favour of the said Suraj Nahata **All That** undivided 07 Cottahs more or less (equivalent to 23.33% undivided share) of 'Sali' land out of the said Vijay Singh Baid (HUF) Property together with perpetual and heritable right to use and enjoy the Twenty Feet Common Road, absolutely and forever.
- C3. By another Deed of Exchange dated 10th August 2018 made between said Vijay Singh Baid (HUF) as first party therein and Manoj Kumar Chhalani (HUF) as second party therein and registered with the District Sub-Registrar-II, Alipore in Book I, Volume No. 1602-2018, Page 296344 to 296370, Being No. 160208839 for the year 2018, said Vijay Singh Baid (HUF) in exchange of undivided 07 Cottahs more or less (equivalent to 17.50% undivided share) of 'Sali' land out of 40 Cottahs comprised in divided demarcated portion of R.S. Dag No. 2143 recorded in

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R.S. Khatian No. 2288, in Mouza Paschim Barisha, granted conveyed transferred and released unto and in favour of the said Manoj Kumar Chhalani (HUF) **All That** undivided 07 Cottahs more or less (equivalent to 23.33% undivided share) of 'Sali' land out of the said Vijay Singh Baid (HUF) Property together with perpetual and heritable right to use and enjoy the Twenty Feet Common Road, absolutely and forever.

- C4. By a Deed of Conveyance dated 27th November 2018 made between (Smt.) Bharati Mondal and 10 others as vendors therein and said (i) Vijay Singh Baid (HUF), (ii) Mayank Baid, (iii) Mahak Baid, (iv) Suraj Nahata and (v) Manoj Kumar Chhalani (HUF) as purchasers therein and registered with the District Sub Registrar II in Book I, Volume No. 1602-2018, Page 384476 to 384522 Being No. 160211462 for the year 2018, said Bharati Mondal and 10 others for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the said Vijay Singh Baid (HUF) and four others, the landed property lying adjacent to the said Vijay Singh Baid (HUF) Property being **All That** piece and parcel of 'Sali' land containing an area of 12 Chittacks 17 Square Feet more or less comprised of divided demarcated portion of R.S. Dag No. 2122 recorded in R.S Khatian No. 2194, in Mouza Paschim Barisha, R.S. No. 43, J.L. No. 19, Touzi No. 235, Police Station - Thakurpukur (formerly Behala) within the local limits of Ashuti-II Gram Panchayat, District South 24-Parganas together with perpetual and heritable right to use and enjoy the 30' (thirty feet) wide common road lying on the western side of the said 12 Chittacks 17 Square feet land, absolutely and forever, in the following undivided shares and proportion:

Sl.	Name	Area of land	Undivided Share
1.	Vijay Singh Baid (HUF)	02 Chittacks 40 Square feet	23.33%
2.	Suraj Nahata	02 Chittacks 40 Square feet	23.33%
3.	Manoj Kumar Chhalani (HUF)	02 Chittacks 40 Square feet	23.34%

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4.	Mayank Baid	01 Chittack 38.55 Square feet	15%
5.	Mahak Baid	01 Chittack 38.55 Square feet	15%
	Total:	12 Chittacks 17 Square feet	100%

- C5. In the premises said (i) Vijay Singh Baid (HUF), (ii) Mayank Baid, (iii) Mahak Baid, (iv) Suraj Nahata and (v) Manoj Kumar Chhalani (HUF), being the Third Parties hereto, have become the absolute owners of divided demarcated portion of the Phase 1 Property being **All That** piece and parcel of 'Sali' land containing an area of 30 Cottahs 12 Chittacks 17 Square Feet more or less comprised of divided demarcated portion of R.S. Dag No. 2122 recorded in R.S. Khatian No. 2194, in Mouza Paschim Barisha, J.L. No. 19, R.S. No. 43, Touzi No. 235, Police Station - Thakurpukur (formerly Behala) within the local limits of Ashuti-II Gram Panchayat, District South 24-Parganas together with perpetual and heritable right to use and enjoy the Common Roads leading from Bakrahat Road to the Phase 1 Property, in the following undivided shares and proportion:

Sl.	Name	Area of land	Undivided Share in portion of Phase 1 Property measuring 21 Cottahs 09 Chittacks 22 Square Feet more or less
1.	Vijay Singh Baid (HUF)	07 Cottahs 02 Chittacks 40 Square feet	23.33%
2.	Suraj Nahata	07 Cottahs 02 Chittacks 40 Square feet	23.33%
3.	Manoj Kumar Chhalani (HUF)	07 Cottahs 02 Chittacks 40 Square feet	23.34%
4.	Mayank Baid	04 Cottahs 09 Chittacks	15%

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		38.50 Square feet	
5.	Mahak Baid	04 Cottahs 09 Chittacks 38.50 Square feet	15%
	Total	30 Cottahs 12 Chittacks 17 Square feet	100%

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(Devolution of title to the Remaining Phases Properties)

1. One Dinesh Patel (HUF) was the absolute owner and in 'khas' vacant peaceful possession of **All That** piece and parcel of 'Sali' land containing an area of 30 Cottahs more or less comprised of divided demarcated portion of R.S. Dag No. 2115 recorded in R.S. Khatian No. 2607, in Mouza - Paschim Barisha, J.L. No. 19, R.S. No. 43, Touzi No. 239, Police Station - Thakurpukur (formerly Behala) within local limits of Ashuti-II Gram Panchayat, District South 24-Parganas (hereinafter referred to as the "**said Dinesh Patel (HUF)'s Property**") **Together with** perpetual and heritable right to use and enjoy the 20' (twenty feet) wide common road lying on the eastern side of the said Dinesh Patel (HUF)'s Property, having purchased the same by a Deed of Conveyance dated 12.10.2007 made between (i) Shibnath Bhattacharya, (ii) Sankar Bhattacharya both sons of late Adinath Bhattacharya and (iii) Smt. Malati Mallick, (iv) Smt. Sumita Ganguly both daughters of late Adinath Bhattacharya as vendors therein and said Dinesh Patel (HUF) as purchaser therein and registered with the District Sub-Registrar-II, Alipore in Book I, Volume No. 16, Pages 4730 to 4746, Being No. 04456 for the year 2009.
 - 1.1 By a Deed of Exchange dated 10th August, 2018 made between one Amraw Devi Chhajer as first party therein and Dinesh Patel (HUF) as second party therein and registered with the District Sub-Registrar-II, Alipore in Book I, Volume No. 1602-2018, Page 296415 to 296439, Being No. 160208837 for the year 2018, said Dinesh Patel (HUF) in exchange of receiving undivided 07 Cottahs more or less of 'Sali' land out of 30 Cottahs comprised in divided demarcated portion of R.S. Dag No. 2122 recorded in R.S. Khatian No. 2194 in Mouza Paschim Barisha granted conveyed transferred and released unto and in favour of the said Amraw Devi Chhajer of **All That** undivided 07 Cottahs more or less of 'Sali' land out of the said Dinesh Patel (HUF)'s Property together with perpetual and

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