#### **CONVEYANCE DEED (DRAFT)**

	THIS CONVEYANCE DEED	executed on the	nis(date) day	of(Month)
20	(Year).			

#### By and Between

#### VENDORS1:

(1) MUCHMORE VINIMAY PRIVATE LIMITED, (having CIN No. U51909WB2013PTC197936 and PAN AAICM9045Q) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, (2) JANNAT TRADECOM PRIVATE LIMITED, (having CIN No. U51909WB2011PTC168295 and PAN AACCJ6786H) a Company incorporated under the Companies Act, 1956 having its correspondence office at 16A, Shakespeare Sarani, 5th Floor, New B K Market, Kolkata - 700071, Police Station Park Street Post office Park Street, (3) WELLTIME TIE-UP PRIVATE LIMITED, (having CIN No. U51909WB2011PTC168292 and PAN AABCW1467D) a Company incorporated under the Companies Act, 1956 having its correspondence office at 16A, Shakespeare Sarani, 5<sup>th</sup> Floor, New B K Market, Kolkata -700071, Police Station Park Street Post office Park Street, (4) MEANTIME DEVELOPERS PRIVATE LIMITED, (having CIN No. U70102WB2013PTC197930 and PAN AAICM9040M) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, (5) DHANAASHA HOMES PRIVATE LIMITED, (having CIN No. U70102WB2013PTC197901 and PAN AAECD8489M) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1. Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, (6) LABHESHWARI RESIDENCY PRIVATE LIMITED, (having CIN No. U70102WB2013PTC197925 and PAN AACCL5833B) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No.

- 104. Kolkata-700001Police Station Hare Street Post office GPO, (7) VISHNUDHAM TRADECON PRIVATE LIMITED, (having CIN No. U51909WB2013PTC197948 and PAN AAECV6279P) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001, Police Station Hare Street, Post office GPO, (8) DELIGHT **VINTRADE** PRIVATE No. U51909WB2011PTC162951 LIMITED. (having CIN and PAN AADCD8946Q) a Company incorporated under the Companies Act, 1956 having its correspondence office at 16A, Shakespeare Sarani, 5th Floor, New B K Market, Kolkata -700071, Police Station Park Street Post office Park Street, (9) JAGVANDANA COMMODEAL PRIVATE LIMITED, (having CIN No. U51909WB2013PTC197855 and PAN AADCJ2089G) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No

- 104, Kolkata-700001, Police Station Hare Street, Post office GPO, (10) MODAKPRIYA PLAZZA PRIVATE LIMITED, (having CIN No. U70102WB2013PTC197858 and PAN AAICM9140J)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, (11) KHUSHBOO TRADECON PRIVATE LIMITED, (having CIN No. U51909WB2011PTC156743 and PAN

<sup>&</sup>lt;sup>1</sup> Particulars mentioned are subject to changes and modifications that may occur until actual execution of the sale deed

AAECK1912C)a Company incorporated under the Companies Act, 1956 having its correspondence office at 16A, Shakespeare Sarani, 5<sup>th</sup> Floor, New B K Market, Kolkata -700071, Police Station Park Street Post office Park Street, **(12) KAILASHDHAM DEALCOM PRIVATE LIMITED**, (having CIN No. U51909WB2013PTC197856 and PAN AAFCK3580R)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No

- 104, Kolkata-700001, Police Station Hare Street, Post office GPO, (13) MORIYA ENCLAVE PRIVATE LIMITED, (having CIN No. U70102WB2013PTC197841 and PAN AAICM9038P)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, (14) FUNIDEA TOWERS PRIVATE LIMITED, (having CIN U70102WB2013PTC197849 and PAN AACCF2955Q)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001, Police Station Hare Street. Post SAFAL TRADECOM LIMITED, PRIVATE (having U51909WB2011PTC168288 and PAN AAQCS4075A) a Company incorporated under the Companies Act, 1956 having its correspondence office at 16A, Shakespeare Sarani, 5th Floor, New B K Market, Kolkata - 700071, Police Station Park Street Post office Park Street, (16) PANCHDHAN VYAPAAR PRIVATE LIMITED, (having CIN No. U51909WB2013PTC197908 and PAN AAHCP4433A)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, (17) PRANIT VINIMAY PRIVATE U51909WB2011PTC156733 and PAN AAFCP7874F)a LIMITED, (having CIN No. Company incorporated under the Companies Act, 1956 having its correspondence office at 16A, Shakespeare Sarani, 5th Floor, New B K Market, Kolkata -700071, Police Station Park Street Post office Park Street, (18) KARAN VINIMAY PRIVATE LIMITED, (having CIN No. U51909WB2011PTC156741 and PAN AAECK1913D)a Company incorporated under the Companies Act, 1956 having its correspondence office at 16A, Shakespeare Sarani, 5th Floor, New B K Market, Kolkata -700071, Police Station Park Street Post office Park Street, (19) MEANTIME DEALCOM PRIVATE LIMITED, (having CIN No. U51909WB2013PTC197850 and PAN AAICM9076B)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, (20) ASPIRE DEALERS PRIVATE LIMITED, (having CIN No. U51909WB2011PTC168313 and PAN AAJCA8756B) a Company incorporated under the Companies Act, 1956 having its correspondence office at 16A. Shakespeare Sarani, 5th Floor, New B K Market, Kolkata -700071, Police Station Park Street Post office Park Street, (21) MANINAGAR DEALCOM PRIVATE LIMITED, (having CIN No. U51909WB2013PTC197929 and PAN AAICM9039N)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, (22) AAREN VINIMAY PRIVATE LIMITED, (having CIN No. U51909WB2011PTC156742 and PAN AAJCA0782B)a Company incorporated under the Companies Act, 1956 having its correspondence office at 16A, Shakespeare Sarani, 5th Floor, New B K Market, Kolkata - 700071, Police Station Park Street Post office Park Street, (23) PRIMARY COMMODEAL PRIVATE LIMITED, (having CIN No. U51909WB2011PTC162933 and PAN AAGCP0901Q)a Company incorporated under the Companies Act, 1956 having its correspondence office at 16A, Shakespeare Sarani, 5th Floor, New B K Market, Kolkata -700071, Police Station Park Street Post office Park Street, (24) OVERGROW PLAZZA PRIVATE LIMITED, (having CIN No. U70102WB2013PTC197830 and PAN AABCO9200G)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, (25)NIRMALKUNJ HIGHRISE PRIVATE LIMITED. (having U70102WB2013PTC197949 and PAN AAECN5007D)a Company incorporated under the Companies Act. 1956 having its correspondence office at 1. Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata- 700001 Police Station Hare Street Post office GPO,

(26)MANGALNAYAK **HOMES** PRIVATE LIMITED, (having CIN No. U70102WB2013PTC197851 and PAN AAICM9077A)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001, Police Station Hare Street Post office GPO, (27) HIGHVIEW VINIMAY PRIVATE LIMITED, (having CIN No. U51909WB2011PTC164279 and PAN AACCH6949J), a Company incorporated under the Companies Act, 1956 having its correspondence office at 16A, Shakespeare Sarani, 5th Floor, New B K Market, Kolkata -700071, Police Station Park Street Post office Park Street, (28) TEENLOK NIRMAN PRIVATE LIMITED, (having CIN No. U70102WB2013PTC197843 and PAN AAECT8146R) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **AANYA** COMMOTRADE **PRIVATE** LIMITED, (having CIN U51909WB2011PTC156744 and PAN AAJCA0781C)a Company incorporated under the Companies Act, 1956 having its correspondence office at 16A, Shakespeare Sarani, 5th Floor, New B K Market, Kolkata - 700071, Police Station Park Street Post office Park Street, (30) MAKELIFE PROMOTERS PRIVATE LIMITED, (having CIN: U70102WB2013PTC197928 and PAN AAICM9015E)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, (31) MURLIDHAR DEALCOM PRIVATE LIMITED, (having CIN: U51909WB2013PTC197937 and PAN AAICM9041L) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001, Police Station Hare Street, Post office GPO, (32) ROSELIFE PLAZZA PRIVATE LIMITED, (having CIN: U70102WB2013PTC197842 and PAN AAGCR6643B) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No. 104, Kolkata-700001 Police Station Hare Street Post office GPO, (33) RANGARANG DEALCOM PRIVATE LIMITED, (having CIN: U51909WB2013PTC197906 and PAN AAGCR6733G)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001, Police Station Hare Street, Post office GPO, (34) LINKSTAR APPARTMENTS PRIVATE LIMITED, (having CIN: U70102WB2013PTC197831 and PAN AACCL5834G)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, (35) LAXMIDHAN VINCOM PRIVATE LIMITED, (having CIN: U51909WB2013PTC197907 and PAN AACCL5845K)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No. 104, Kolkata-700001 Police Station Hare Street Post office GPO, (36) LABHESHWARI COMMODEAL PRIVATE LIMITED, and PAN AACCL5832A)a Company incorporated under the U51909WB2013PTC197840 Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001, Police Station Hare Street Post office GPO, (37)**KESARINANDAN VYAPAR PRIVATE** LIMITED, (having CIN: U51909WB2013PTC197927 and PAN AAFCK3532P)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001, Police Station Hare Street Post office GPO, RESIDENCY LIMITED. KAILASHDHAM PRIVATE (having U70102WB2013PTC197904 and PAN AAFCK3552M)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No. 104, Kolkata-700001 Police Station Hare Street Post office GPO, (39) FUNIDEA DEALCOMM PRIVATE LIMITED, (having CIN: U51909WB2013PTC197902 and PAN AACCF2956P)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, (40) DHANAASHA COMMODEAL PRIVATE LIMITED, (having CIN: U51909WB2013PTC197829 and PAN AAECD8448E)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old

Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, (41) ARROWLINE COMMODEAL PRIVATE LIMITED, (having CIN: U51909WB2013PTC197881 and PAN AAMCA1369F)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata- 700001 Police Station Hare Street Post office GPO, (42) APNAPAN TRADECOM PRIVATE LIMITED, (having CIN: U51909WB2013PTC197926 and PAN AAMCA1320L)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001Police Station Hare Street Post office GPO, (43) LINKPLAN RESIDENCY PRIVATE LIMITED, (having CIN: U70102WB2013PTC197865 and PAN AACCL5842Q)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, (44) MITHIL TRADECOM PRIVATE LIMITED, (CIN No. U51909WB2013PTC197857 and having PAN AAICM9139R)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO. (45) BLUESNOW NIKETAN PRIVATE LIMITED, (CIN No. U70102WB2013PTC197854 and having PAN AAFCB7118N)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, (46) SUBHKARI DEALCOM PRIVATE LIMITED, (CIN No. U51909WB2013PTC197909 and having PAN AATCS8398H)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, (47) BRIJDHARA TRADECOM PRIVATE LIMITED, (CIN No. U51909WB2013PTC197882 and having PAN AAFCB7081C)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata- 700001 Police Station Hare Street Post office GPO, **JAGVANDANA** CONSTRUCTIONS **PRIVATE** LIMITED, U70102WB2013PTC197903 and having PAN AADCJ2068D)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, (49) DEEPSHIKA VINCOM PRIVATE LIMITED, (CIN No. U51909WB2013PTC197900 PAN AAECD8488L)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, PRIVATE No. U70102WB2013PTC197863 BOSSLIFE **ENCLAVE** LIMITED. (CIN and having PAN AAFCB7080D) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No -104, Kolkata-700001 Police Station Hare Street Post office GPO, And (51) NIRMALMAYA COMMODEAL PRIVATE LIMITED, (having CIN U51909WB2013PTC197947 and PAN AAECN5008N)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001, Police Station Hare Street, Post office GPO all Owners (1) to (51) represented by their Constituted Attorney\_\_\_\_\_(represented by its Authorized Signatory \_son of Late\_residing at\_\_\_\_ Post Office\_\_Police Station\_\_\_\_Kolkata-\_\_\_having PAN \_); hereinafter referred to as the "Vendors" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their and each of their respective successors or successors-in-interest and assigns) of the FIRST PART;

RISHINOX BUILDWELL LLP Liability Partnership Act, 2008 has Rajarhat, Police Station Newtow and its corporate office at	aving its Regis vn, Post Office	tered Office Rajarhat	ce at Unit 30 t, Kolkata-7	06, DLF Galler 00156 (PAN 7	ia, New Town, AAVFR1692Q)
referred to as the " <b>Promoter</b> " (w	by its Autho orized vide res hich expressio	rized Reposolution da n shall unl	resentative ated less repugna	Mr;² ant to the cont	_(Aadhaar No. hereinafter ext or meaning
thereof be deemed to mean a assigns) of the SECOND PART	nd include its				
	,	AND			
[If the Purchaser is a compan	y]				
under the provisions of the Combe], having its registered office a authorized signatory, (Aadhaai resolution dated, hereinafter rerepugnant to the context or meaninterest, and permitted assigns).	at(Pat	ANthe "Purc	) ) haser" (wh	, represent duly authorize ich expression	ed by its red vide board n shall unless
	[	OR]			
[If the Purchaser is a partners	hip]				
		a partner	ship firm r	egistered und	der the Indian
Partnership Act, 1932 having (PAN	its principal	place of	business a	at <u> </u>	,
), re	epresented	by . (Aa	its adhaar No	authorized	partner ) dulv
authorized vide hereinafter ref repugnant to the context or me partner for the time being of th executors and administrators of	aning thereof ne said firm, tl	be deeme he survivo	ed to mean or or survive	and include toors of them a	he partners or nd their heirs,
	[	OR]			
[If the Purchaser is an Individu	ıal]				
Mr. / Ms of	_ aged	Aadhaar about	No	,	son/daughter residing at

<sup>&</sup>lt;sup>2 2</sup> Particulars mentioned are subject to changes and modifications that may occur until actual execution of the sale deed

hereinafter called the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]				
[If the Purchaser is a HUF]				
Mr (Aadhaar No) son ofaged about for self and as the Karta of the Hindu Joint Mitakshara Family knows as HUF, having its place of business / residence at(PAN),				
hereinafter referred to as the " <b>Purchaser</b> " (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, successors-in-interest and permitted assigns)				
of the THIRD PART.				
(Please insert details of other Purchaser(s) in case of more than one Purchaser)				
AND				
an Association registered under the West Bengal Apartment Ownership Act, 1972 and having its office at and represented by hereinafter referred to as "the <b>Association</b> " (which expression shall unless repugnant to the context or meaning thereof be deemed to mean its successors or successors-in-office and also the members for the time being of the Association and their respective successors or successors-in-interest) of the <b>FOURTH PART</b> :**				
**{Note: Making of Association as a party is subject to the Association being registered at the material time. If no Association is formed, several provisions in the format deed in connection with Association will undergo changes}				
The Vendors, the Promoter, the Purchaser and the Association shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".				

- I. Definitions For the purpose of this Deed for Sale, unless the context otherwise requires,-
  - (a) "**Act**" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
  - (b) "Rules" means the West Bengal Real Estate Regulatory Authority.
  - (c) "Regulations" means the Regulations made under the West Bengal Real Estate Regulatory Authority Act, 2021;
  - (d) "Section" means a section of the Act.

#### II. WHEREAS:

- The Owners are the full and lawful owners of lands admeasuring 4.95 acre Α. or 495Sataks more orless comprised in R.S. and LR Dag Nos. 1061 (area 48 satak), 1062 (area 46 Satak), 1063 (39 satak), 1064 (07 satak), 1065 (area 07 satak), 1067 (area 6 satak), 1074 (area 05 satak), 1076 (28 satak), 1077 (26 satak), 1078 (area 29 satak), 1079 (area 35 satak), 1080 (area 37 satak), 1083 (area05 satak), 1084 (area 21 satak), and portions of L.R. Dag Nos. 1075 (area 19 out of 32 satak), 1081 (area 6 satak out of 11 satak), 1082/1274 (area 11 satak), 1085/1275 (area 06 satak), 1086/1277 (area 38satak), 1087/1276(area 57satak) and 1088 (19 satak) recorded in L.R. Khatian Nos.3111,3112, 3113, 3114, 3115, 3116, 3117, 3118, 3119, 3120, 3121, 3122, 3123, 3124, 3125, 3126, 3127,3129, 3130, 3131, 3132, 3133, 3134, 3135, 3136, 3137, 3138, 3139, 3140, 2991, 2992, 2993, 2994, 2995, 2996, 2997, 2998, 2999, 3000, 3001, 3002, 3003, 2858, 2859, 2860, 2861, 2862, 2863, 2864,3149 and 3054 in Mouza Kalikapur, J. L. No. 40 under Police Station Rajarhat, within Patharghata Gram panchayat, Pin Code 700135 in the District of North 24 Parganas described in Part-1 of Schedule A ("Said Land") vide sale deed(s) and other chain of title as mentioned in Part-9 of Schedule A hereto.
- A1 The Owners and the Promoter have entered into a joint development Agreement dated 25th April, 2017 between the Owners and the Promoter Developer and registered with the Additional DistrictSub-Registrar, Rajarhat in Book I Volume No. 1523-2017 Pages 97051 to 97172 Being No. 152303313 for the year 2017.
  - B. The said Land is earmarked for the purpose of building a residential project comprising multistoried apartment buildings and the said entire project has been named as 'RISHI PRANAYA' ("Whole Complex") comprising of the following:-
- B1. The first phase having 2 (Two) multistoried apartment buildings numbered Tower-1 and Tower-2 as described in **Part-3** of **Schedule A** hereto ("**First Phase**"). The construction of the Buildings atthe First Phase is in progress;
- B2. The second phase to contain 2 (Two) multistoried apartment buildings numbered as Tower-3 and Tower-4 as described in **Part-4** of **Schedule A** hereto ("**Project**"). The construction of the Buildings at the Second Phase is being commenced and the Second Phase is the Project for the purposes of this agreement;
- B3. The Third Phase which is high possibility and will comprise of additional building/s owing, primarily to, the implementation of road widening as per the prevalent alignment and the Promoterhas identified a portion of the said Land for construction of such additional building/s in the thirdphase ("**Third Phase**") for which plans shall be submitted in future for sanction. It is made clear by the Promoter that it will not be necessary for the Promoter to develop the Third Phase.
- B4. Certain areas and amenities are common between the First Phase and the Second Phase and are mentioned in **Section 3 of Part-7 of Schedule A** hereto. As and when the Third Phase is constructed certain areas and amenities will be common between all three phases or parts of themas per particulars mentioned in **Section 4 of Part-7 of Schedule A** hereto.

- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the portion of the said Land on which Project is to be constructed have been completed;
- D. The intimation for commencement of construction of works relating to the Project has been submitted by the Promoter with the <u>vide letter dated</u> 04.10.2021 intimating the date of commencement as 05.10.2021
- F. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Whole Complex including the Project and also for the apartment from Rajarhat Panchayat Samity and has constructed the Project and obtained the Completion Certificate/Occupancy Certificate in respect thereof from the\_on\_\_\_.
- G. The Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at\_\_\_on\_\_under registration no.\_.
- H. By an Agreement for Sale dated ("Agreement"), the Promoter and the Vendors agreed to sell to the Purchaser (as allottee thereunder) and the Purchaser agreed to purchase fromthem **ALL** THAT apartment square feet, type, on floor in building ("Building") having carpet area of along with number parking as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (m) of section 2 of the Act ("Designated Apartment") more particularly described in Schedule B and the floor plan of the Designated Apartment is annexed hereto and marked as **Schedule** C. Be it clarified that the term Common Areas insofar as the same refers to the share of the Allottee in the land shall mean the land in First Phase described in clause 2 of Schedule A hereto ("Project Land") and pro rata share being conveyed is the land comprised in the plinth of the Building in which the Designated Apartment be situated;
  - I. The Parties have gone through all the terms and conditions set out in this Deed including the additional disclosures in Schedule ........... hereto and understood the mutual rights and obligations detailed herein.
  - J. As per Section .......... of the Act, the Promoter is, inter alia, required to execute a registered conveyance deed in respect of the Designated Apartment in favour of the Purchaser and in respect of the undivided proportionate title in the common areas in favour of the Association. Accordingly and for other purposes connected with the Association, the Association is made a party to this Conveyance Deed.
  - K. The Parties hereby confirm that they are signing this Deed with full knowledge of all the

laws, rules, regulations, notifications, etc., applicable to the Project.

Ш NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in pursuance of the said agreement and in consideration of the sum of Rs. (Rupees ) only by the Purchaser to the Promoter paid at or before the execution hereof (the receipt whereof the Vendors and the Promoter do hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and which sum includes the consideration to the Vendors to the extent apportioned towards their proportionate share in the Project Land attributable to the Designated Apartment and of and from the payment of the same and every part thereof the Vendors and the Promoter do hereby forever release discharge and acquit the Purchaser and the Designated Apartment and its appurtenances) the Promoter and the Vendors do hereby sell and transfer unto and to the Purchaser their respective entitlements in ALL THAT the Designated Apartment being the morefully and particularly mentioned and described in Part-5 hereto AND TOGETHER WITH right to use the Common Areas as specified in Part-7 hereunder in common with the Vendors and Promoter and other persons permitted by them [AND TOGETHER WITH right to use the Common Areas comprised in the Second Phase and the Third Phase (if developed by the Promoter) and specified in Part mentioned hereunder respectively upon their respective completion, in common with the Vendors and Promoter and other persons permitted by them]\*3 AND reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Designated Apartment AND all the estate right title interest property claim and demand whatsoever of the Promoter and the Vendors into or upon the Designated Apartment TO HAVE AND TO HOLD the Designated Apartment unto and to the use of the Purchaser absolutely and forever TOGETHER WITH AND/OR SUBJECT TO the easements quasi-easements and other stipulations and provisions in favour of the Purchaser and the Promoter/Vendors as are set out in the **Schedule D** hereto AND SUBJECT TO the covenants, terms and conditions as contained in Clause V and in the Schedules hereto and on the part of the Purchaser to be observed, fulfilled and performed.

<sup>&</sup>lt;sup>3</sup> \* Will be applicable if constructed and/or relevant at the time of execution of sale deed

[And in the premises aforesaid and in pursuance of section ....... of the said Act, the Vendors and the Promoter do hereby sell and transfer to the Association their respective undivided proportionate title to the Project Land attributable to the Designated Apartment and the Vendors and the Promoter do hereby sell and transfer to the Association undivided proportionate title to the other Common Areas comprised in the Project Land absolutely.]\*\*4

### IV. THE VENDORS AND THE PROMOTER DO HEREBY COVENANT WITH THE PURCHASER as follows:-

- (a) The interest which they do hereby profess to transfer subsists and that they have good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Purchaser, the Designated Apartment in the manner aforesaid.
- (b) It shall be lawful for the Purchaser, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the other provisions hereof, to hold use and enjoy the Designated Apartment and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by them or any person or persons claiming through under or in trust for them AND freed and cleared from and against all manner of encumbrances (save and except the litigation mentioned in clause 27 of Schedule below) if applicable, trusts, liens and attachments whatsoever created or made by the Vendors and the Promoter save only those as are expressly mentioned herein.
- (c) They shall from time to time and at all times hereafter upon every reasonable request and at all the costs of the Purchaser make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the Designated Apartment hereby sold and transferred unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser.

### V. IT IS HEREBY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO as follows:-

- 1. The Promoter agrees and acknowledges, the Purchaser shall have the right to the Designated Apartment as mentioned below.
  - (i) The Purchaser shall have exclusive ownership of the Designated Apartment.
  - (ii) Pursuant to Section of the said Act and at the instance of the Purchaser, the Association has been conveyed the undivided proportionate share in the Common Areas comprised in the Project Land.
  - (iii) the Purchaser shall use the Common Areas as specified in Part-I and Part-II of Schedule E hereunder along with the Vendors, the Promoters, other persons permitted by them, other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect. It is clarified that the

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<sup>&</sup>lt;sup>4</sup> \*\* Subject to formation of Association – refer to the footnote above

- Promoter has handed over/shall hand over the Common areas as specified in Part-I and Part-II of Schedule E hereunder to the Association.
- (iv) [the Purchaser shall use the Common Areas comprised in the Second Phase and the Third Phase (if developed by the Promoter) and specified in Part-III and Part-IV of Schedule E hereunder respectively upon their respective completion, along with the Vendors, the Promoters, other persons permitted by them, other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect.]\*5
- 2. **SINGLE UNIT**: The Purchaser agrees that the Designated Apartment along with parking if any shall be treated as a single indivisible unit for all purposes.
- 3. **INDEPENDENT PROJECT**: It is agreed that the Whole Complex is an independent, selfcontained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. [The Project is in the first phase of the Whole Complex and the disclosures made in Schedule A-2 shall apply as regards the sharing of facilities and interdependence on several aspects between the Project, the Second Phase and the Third Phase of the Whole Complex. It is clarified that Project's facilities and amenities as per Part-I of the Schedule E shall be for use and enjoyment of the Allottees of the Project. The Common Amenities and Facilities mentioned in Part-II of Schedule E shall be for use and enjoyment of the Allottees of the Project until Second Phase and Third Phase are respectively launched. On launch of the Second Phase these amenities and facilities (as per Part-II of Schedule E) shall be for use and enjoyment of the Allottees of the Project and Allottees of the Second Phase. On launch of the Third Phase these shall be for use and enjoyment of the Allottes of the Project, the Second Phase and the Third Phase. The Common Amenities and Facilities mentioned in Part-III of Schedule E shall arise upon launch of the Second Phase and shall be for use and enjoyment of the Allottees of the Second Phase in common with the Allottees of the Project and on launch of the Third Phase also in common with the Allottees of the Third Phase. The Common Amenities and Facilities mentioned in Part-IV of Schedule E shall arise upon launch of the Third Phase and shall be for use and enjoyment of the Allottees of the Third Phase in common with the Allottees of the Project and the Second Phase.]\*\*6
- COMPLIANCE OF LAWS RELATING TO REMITTANCES: The Purchaser, if resident 4. outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Rules and Regulations made thereunder amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter and Vendors

<sup>&</sup>lt;sup>5</sup> \*If applicable – refer to footnote above

<sup>6 \*\*</sup> If and as applicable - refer to footnote above

accepts no responsibility in regard to matters specified in this para above. The Purchaser shall keep the Promoter and Vendors fully indemnified and harmless in this regard.

- 5. **CONSTRUCTION OF THE PROJECT / APARTMENT**: The Purchaser has seen the Project and the Designated Apartment and all Common Areas thereat including all facilities, amenities and specifications thereat and the quality of materials and workmanship used therein and is fully satisfied thereabout. The Purchaser has also seen the layout plan, and the sanctioned plans as modified and verified the same with the Designated Apartment and the Project including as regards the area, the facilities, amenities and specifications thereat. [The Purchaser is also aware about the construction of the Third Phase (if developed by the Promoter) and use of the Common Areas as specified in Part-II, Part-III and Part-IV of Schedule E hereunder among the co-owners of the Whole Project.]\*<sup>7</sup>
- 6. **POSSESSION OF THE DESIGNATED APARTMENT**: The Purchaser acknowledges and confirms that the Promoter has carried out timely delivery of possession of the Designated Apartment to the Purchaser and the common areas as specified in Part-I and Part-II of Schedule E hereunder to the Association, duly made ready and complete with all specifications, amenities and facilities of the project and the Association also confirms its acceptance of the same.
- 7. **HANDOVER OF DOCUMENTS**: The Purchaser and the Association acknowledges and confirms that the Promoter has handed over/shall hand over the necessary documents and plans, including common areas as specified in Part-I and Part-II of Schedule E hereunder, to the Association.
- 8. **PAST OUTGOINGS**: The Purchaser and the Association acknowledges, accepts and confirms that the Promoter has already paid all outgoings before transferring the physical possession of the Designated Apartment to the Purchaser, which it has collected from the Purchaser, for the payment of outgoings (including those mentioned in the Agreement), to the satisfaction of the Purchaser and further the Promoter has duly paid the governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the period it was required to do and they hereby acquit and discharge the Promoter from any further obligation or liability in this behalf.
- 9. **MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT**: The Association shall be responsible to provide and maintain essential services in the Project. The cost of such maintenance shall be payable by the Purchaser separately to the Association.
- 10. **DEFECT LIABILITY:** It is agreed that in case any structural defect or any other defect in workmanship, quality of or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter by the Purchaser within a period of 5 (five) years from the date of completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act

<sup>&</sup>lt;sup>7</sup> If and as applicable

Provided That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Purchaser or any other Co-owner or Association and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the Association or competent authority

- 11. RIGHT TO ENTER THE APARTMENT FOR REPAIRS: The Promoter/Association/maintenance agency shall have right of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the Promoter and Association and/or maintenance agency to enter into the Designated Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
- 12. **USAGE:** Use of Basement and Service Areas: The basements and service areas if any located within the Project (Rishi Pranaya -Phase-II) ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services

#### 13. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 13.1 The Purchaser shall with effect from \_\_\_\_\_, be solely responsible to comply with the House Rules as per Schedules hereto and maintain the Designated Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Designated Apartment, or the common areas including staircases, lifts, common passages, corridors, circulation areas, atrium (if any) or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Designated Apartment and keep the Designated Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 13.2 The Purchaser further undertakes, assures and guarantees that he/she would not put any sign- board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, Building or Common Areas. The Purchasers shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the Designated Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall including the outer and load bearing wall of the Designated Apartment.
- 13.3 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or maintenance agency

- appointed by Association. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 13.4 The Purchaser accepts the full knowledge of all laws, rules, regulations, notifications applicable to the project.
- 14. **ADDITIONAL CONSTRUCTIONS**: The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanctioned plans and specifications, amenities and facilities has been approved by the competent authority(ies) and/or disclosed, except for as provided in the Act. In this regard, the Purchaser agrees and accepts that in case at any time after execution hereof there arises any possibility of any additional structure/construction being carried out at the Project owing to change of laws/rules or relaxation of rules, the Promoter shall have the exclusive rights and benefits in respect of all or any such additional structure/construction and related addition or alteration that may be available at any time in future at or for the Project and/or the Whole Complex, as the case may be Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by appropriate authority and upon complying with the applicable provisions of the Act and/or Rules.
- 15. **ENTIRE CONTRACT**: This Deed, along with its schedules, shall henceforth constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Designated Apartment.
- 16. PROVISIONS OF THIS DEED APPLICABLE ON ALLOTTEE/SUBSEQUENT BUYER/TRANSFEREES: It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Designated Apartment and the Project and/or the Whole Complex shall equally be applicable to and enforceable against and by any subsequent buyer/transferee of the Designated Apartment, in case of a transfer, as the said obligations go along with the Designated Apartment for all intents and purposes.
- 17. **WAIVER NOT A LIMITATION TO ENFORCE:** Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
- 18. **SEVERABILITY:** If any provision of this Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Deed unless the same are capable of having been agreed by the parties and/or consented to by the Purchaser shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.
- 19. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE DEED:** Wherever in this Deed it is stipulated that the Purchaser has to make payment, in common with other Purchaser (s) in Project, the same shall be the proportion which the carpet

area of the Designated Apartment bears to the total carpet area of all the Apartments in the Project.

- 20. **FURTHER ASSURANCES**: Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Deed.
- 21. **PLACE OF EXECUTION**: The execution of this Deed shall be completed only upon its execution by the parties. Hence this Deed shall be deemed to have been executed at \_\_\_
- 22. **GOVERNING LAW**: That the rights and obligations of the parties under or arising out of this Deed shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.
- 23. **OTHER TERMS AND CONDITIONS**: The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Deed at \_\_\_\_\_(city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND	DELIVERED B	Y THE WITHIN NAMED:
Vendors:		
Signature		
Name		
Address		
At	on	in the presence of
SIGNED AND	) DELIVERED B	Y THE WITHIN NAMED :
Purchaser: (ir	ncluding joint buy	/ers)
Signature		
Name		

Address _		
Signature		
Name		
Address _		
SIGNED A	ND DELIVERED BY T	HE WITHIN NAMED:
Promoter:		
Signature		
Name		
Address _		
At	on	in the presence of
SIGNED A	ND DELIVERED BY T	HE WITHIN NAMED:
Signature		
Name		
At	on	in the presence of
WITNESS Signature	ES:	
Name		

Address
Signature
Name
Address

## SCHEDULE -A PART-1 Whole land

1. SAID LAND: ALL THAT pieces or parcels of land containing an area of 4.95 acre or 495 Sataksmore or less comprised in R.S. and LR Dag Nos. 1061 (area 48 satak), 1062 (area 46 Satak), 1063(39 satak), 1064 (07 satak), 1065 (area 07 satak), 1067 (area 6 satak), 1074 (area 05 satak), 1076 (28 satak), 1077 (26 satak), 1078 (area 29 satak), 1079 (area 35 satak), 1080 (area 37 satak), 1083 (area 05 satak), 1084 (area 21 satak), and portions of L.R. Dag Nos. 1075 (area 19 out of 32 satak), 1081 (area 6 satak out of 11 satak), 1082/1274 (area 11 satak), 1085/1275 (area 06 satak), 1086/1277 (area 38), 1087/1276 (area 57 satak) and 1088 (19 satak out of 28 satak) recorded in L.R. Khatian Nos.3111, 3112, 3113, 3114, 3115, 3116, 3117, 3118, 3119, 3120, 3121, 3122, 3123, 3124, 3125, 3126, 3127, 3129, 3130, 3131, 3132, 3133, 3134, 3135, 3136, 3137, 3138, 3139, 3140, 2991, 2992, 2993, 2994, 2995, 2996, 2997, 2998, 2999, 3000, 3001, 3002, 3003, 2858, 2859, 2860, 2861, 2862, 2863, 2864, 3149 and 3054 in Mouza Kalikapur, J. L. No. 40 under Patharghata Gram Panchayat, Police Station Rajarhat Pin Code 700135 in the District of North 24 Parganas and butted and bounded as follows:-

On the **North:** Partly by 36 ft. Gram Panchayat Road and portion of

other Dags; On the **South**: By various Dags in Mouza Patharghata; On the **East**: Partly by Gram Panchayet Road and other Dags; and On the **West**: Partly by Dag nos. 1060, 1069, 1073,

1075 and 1088.

**OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situated called known numbered described or distinguished.

#### PART-2

#### PROJECT LAND

**ALL THAT** pieces or parcels of land containing an area of 2 acre or 200Sataks more or less comprised in R.S. and LR Dag Nos. 1061 (area 18satak out of 48 satak), 1062 (area 17satak out of 46 Satak), 1063 (area 39 satak) 1064 (area 05satak out of 07 satak), 1065 (area 06satak out of 07 satak), 1075 (area 6 satak out of 32 satak)1076 (area 19 satak out of 28 satak), 1077 (area 26), 1087/1276 (area 57satak) and 1088 (area 7satakout of 28satak) recorded in L.R. Khatian Nos.3111,3112, 3113, 3114, 3115, 3116, 3117. 3118, 3119, 3120, 3121, 3122, 3123, 3124, 3125, 3126, 3127, 3129, 3130, 3131, 3132, 3133, 3134, 3135, 3136, 3137, 3138, 3139, 3140, 2991, 2992, 2993, 2994, 2995, 2996, 2997, 2998, 2999, 3000, 3001, 3002, 3003, 2858, 2859, 2860, 2861, 2862, 2863, 2864, 3149 and 3054 in Mouza Kalikapur, J. L. No. 40 under Patharghata Gram Panchayat, Police StationRajarhat Pin Code 700135 in the District of North 24 Parganas and butted and bounded as follows:-

On the **North**: Partly by 36 ft. Gram Panchayat Road and other Dags of Land Owners;

On the **South**: By various Dags in Mouza Patharghata and other Dags of Land Owners;

On the **East**: Partly by Gram Panchayet Road and other Dags of Land Owners; and On the **West**: Partly by Dag nos. 1060, 1069, 1073, 1088 and other Dags of Land Owners.

# PART-3 PHASE 1 FIRST PHASE (PROJECT)

- Tower 1 having lower basement, upper basement, ground floor and 24 upper floors as per sanctioned plandated 27.05.2019 and as per modification plans having lower basement, upper basement, ground floor and 23 upper floors
- 2. Tower 2 having lower basement, upper basement, ground floor and 24 upper floors as per sanctioned plan dated 27.05.2019 and as per modification plans having lower basement, upper basement, ground floor and 23 upper floors
- 3. Common Amenities and Facilities as mentioned in Section 3 of Part-7 of Schedule A hereto.

PART-4 PHASE 2 SECOND PHASE

- 1. Tower 3 having lower basement, upper basement, ground floor and 18 upper floors as per sanctioned plan dated 27.05.2019 and as per modification plans having lower basement, upper basement, ground floor and 23 upper floors
- 2. Tower 4 having lower basement, upper basement, ground floor and 17 upper floors as per sanctioned plan dated 27.05.2019 and as per modification plans having lower basement, upper basement, ground floor and 23 upper floors
- 3. Common Amenities and Facilities as mentioned in Section 2 of Part-7 of Schedule A hereto.

#### PART-5 COMMON AREAS SECTION -1 COMMON AREAS IN THE BUILDING

- (i) Staircases, landings and passage and stair-cover on the ultimate roof.
- (ii) Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby andlandings and operating the lifts of the Said Building.
- (iii) Three Lift, with machineries accessories and equipments (including the lift machine room) and liftwell for installing the same in the Said Building.
- (iv) Electrical installations with main switch and meter and space required therefor.
- (v) Over head water tanks with water distribution pipes from such Overhead water tank connecting to the different Units of the Said Building.
- (vi) Water waste and sewerage evacuation pipes and drains from the Units to drains and sewerscommon to the Said Building.
- (vii) Portion of Roof as may be identified by the Promoter as Common Roof of the Said Building subject to the exceptions and reservations contained herein
- (viii) Such other areas, installations and/or facilities as the Promoter may from time to time specify toform part of the Common Areas of the Project.

SECTION-2
COMMON AREAS IN THE PROJECT

- (i) Driveways and paths and passages at the Land of the Second Phase except those reserved by the Promoter for exclusive use.
- (ii) CCTV at ground floor level with central security surveillance and at any other place, if so provided by the Promoter.
- (iii) Initial Intercom connectivity within <u>intra flats</u>, block reception and security kiosks.
- (iv) Municipal Water supply or Deep tube well for water supply with water distribution pipes to the Overhead water tanks of the Buildings at the Project.
- (v) Water waste and sewerage evacuation pipes and drains from the Buildings at the Project to themunicipal drains.
- (vi) Club Facility in terms of clause 1.6.2 below.
- (vii) Residential fire fighting system with sprinklers and smoke detectors in the Common Areas in the Buildings at the Project all as per norms.
- (viii) Such other areas, installations and/or facilities as the Promoter may from time to time specify toform part of the Common Areas of the First Phase and Second Phase

### SECTION-3 COMMON AREAS COMMON TO PROJECT AND PHASE 1

- (i) Driveways and paths and passages at the said Project except those reserved by the Promoter for exclusive use.
- (ii) Transformer, Sub-station and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
- (iii) CCTV at ground floor level with central security surveillance and at any other place, if so provided by the Promoter.Initial Intercom connectivity within **intra flats**, block reception and security kiosks.
- (iv) Underground water reservoir.
- (v) Municipal Water supply or Deep tube well for water supply with water distribution pipes to the Overhead water tanks of the Buildings at the Project.
- (vi) Water waste and sewerage evacuation pipes and drains from the Buildings at the Project to themunicipal drains.
- (vii) Rain water Recharge PITS.
- (viii) DG Set, its panels, accessories and wirings and space for installation of the same.
- (ix) Composting Plant.
- (x) STP
- (xi) Club Facility in terms of clause 1.6.1 below.
- (xii) Boundary wall and gate and Security Gate House.
- (xiii) Residential fire fighting system with sprinklers and smoke detectors in the Common Areas in the Buildings at the Project all as per norms.
- (xiv) Such other areas, installations and/or facilities as the Promoter may from time to time specify toform part of the Common Areas of the Project.

### SECTION-4 COMMON AREAS COMMON TO WHOLE LAND

- (i) Driveways and paths and passages at the Land of the Third Phase except those reserved by the Promoter for exclusive use.
- (ii) CCTV at ground floor level with central security surveillance and at any other place, if so provided by the Promoter.
- (iii) Initial Intercom connectivity within intra flats, block reception and security kiosks.
- (iv) Municipal Water supply or Deep tube well for water supply with water distribution pipes to the Overhead water tanks of the Buildings at the Project.
- (v) Water waste and sewerage evacuation pipes and drains from the Buildings at the Project to themunicipal drains.
- (vi) Residential fire fighting system with sprinklers and smoke detectors in the Common Areas

- in the Buildings at the Project all as per norms.
- (vii) Such other areas, installations and/or facilities as the Promoter may from time to time specify toform part of the Common Areas of the First Phase, Second Phase and Third Phase

### PART-8 COMMON EXPENSES

- 1. MAINTENANCE: All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting, upkeep etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Said Building, Project Branding, lifts, generators, intercom, CCTV, water pump with motors, the Parking Spaces and all adjoining side spaces and all related, gutters and water pipes for all purposes, equipments and accessories, machinery, tools and tackles, Club related equipment's etc., drains and electric cables and wires in under or upon the Said Building and/or the Project and/or the Club and relatedfacilities and/or enjoyed or used by the Allottee in common with other occupiers or serving more than one Unit/flat and other saleable space in the Building and at the Premises, main entrance, landings and staircase of the Building enjoyed or used by the Allottee in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other part of the Said Building and/or the Project so enjoyed or used by the Allottee in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
- 2. **OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipments and installations comprised in the Common Areas (including lifts, generators, intercom, water pump with motor, Club related equipment's, electricity, light fittings etc), Project Branding and also the costs of repairing, renovating and replacing the same and also the Parking Spaces.
- 3. **STAFF**: The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.

- 4. **ASSOCIATION**: Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge 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 in respect of the premises (save those assessed separately in respect of any unit).
- 6. **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas,Project Branding and also the Parking Spaces or any part thereof against normal degeneration or damages and/or force majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
- 7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
- 8. **RESERVES**: Creation of funds for replacement, renovation and/or other periodic expenses.
- 9. **PARKING SPACES**: All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement, renovation, overhaul, in respect of the Parking Spaces and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
- 10. **OTHERS**: All other expenses and/or outgoings including litigation expenses as are incurred by the Owners, the Promoter, the Association for the common purposes.

#### CHAIN OF TITLE:

- 1. Re: L.R. Dag No. 1061 Total Area in Dag 48 Satak, Subject Area –48 Satak ("Dag 1061 Property"):
- 1.1 **24 Satak Part:** The name of one Panchanan Sardar (since deceased) was recorded in the RS RORin respect of 24 Satak in R.S. Dag No. 1061 under RS Khatian No. 407 and in C.S. Khatian No. 175 in respect of corresponding C.S. Dag No. 1149.
- 1.1.1 On the intestate death of Panchanan Sardar his heirs inherited and got their names recorded in LR ROR as follows:-

Gourhari Sardar	Son	739	2.66
Shanti Sardar	Son	740	2.66
Kantaram Sardar	Son	882	2.66
Netai Sardar	Son	738	2.66
Namita Mondal	Daughter	745	2.66
Sabita Naskar	Daughter	742	2.66
Anita Sardar	Daughter	744	2.66

1.1.2 By a Deed of Gift dated 10<sup>th</sup> February 2003 and registered with the District Sub Registrar II Barasat, North 24 Parganas in Book I Volume No.214 Pages 256 to 268 Being No.7337

for the year 2003, the said Durga Rani Sardar in consideration of her natural love and affection towards his five sons namely the said Sambhu Sardar, Kantaram Sardar, Netai Sardar, Gourhari Sardar and Shanti Sardar granted conveyed and transferred by way of gift to the said Sambhu Sardar, Kantaram Sardar, Netai Sardar, Gourhari Sardar and Shanti Sardar her 2.66 Satak out of the said Dag 1061 Property, absolutely and forever.

- 1.1.3 The said Shanti Sardar, a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him survivinghis wife namely Malati Sardar, one son Sanjit Sardar and two daughters RitaSardar and Mita Sardar as his only heirs and legal representatives who all upon his death inheritedand became entitled to the entire part or share of the said Shanti Sardar in the Dag 1061 Property, absolutely.
- 1.1.4 By a Sale Deed dated 3<sup>rd</sup> June 2006 and registered with the District Sub Registrar -II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 20 Being No.6555 for the year 2006, the said Sambhu Sardar, Gourhari Sardar, Malati Sardar, Sanjit Sardar, Rita Sardar and Mita Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Crescent GrihaNirman Private Limited, their 9.57 Satak more or less out of Dag 1061 Property, absolutely and forever.
- 1.1.5 By a Sale Deed dated 6<sup>th</sup> February 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 28 Being No.1202 for the year 2006, the said Kantaram Sardar and Namita Mondal, amongst others, for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited their 5.85 Satak more or less out of the Dag 1061 Property, absolutely and forever.
- 1.1.6 By a Sale Deed dated 22<sup>nd</sup> May 2006 and registered with the District Sub Registrar-II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 20 Being No.6407 for the year 2006, the said Anita Sardar, Sabita Naskar and Netai Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 8.51 Satak more or less out of Dag 1061 Property, absolutely and forever.

#### 1.2 6 Satak Part:

- 1.2.1 The name of Krishnapada Sardar was recorded in the RS ROR in respect of 6 Satak under RS Khatian No. 406. The said Krishnapada Sardar is also one of the four heirs of Kshirode Chandra Sardar whose name is recorded in C.S. Khatian No. 175 in respect 24 Sataks in corresponding C.S.Dag No. 1149.
- 1.2.2 Bya Sale Deeddated 21<sup>st</sup> September 2005 and registered with the Additional District Sub RegistrarBidhannagar in Book I Volume No.76 pages 147 to 159 Being No.1221 for the year 2006, the said Krishnapada Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Sk. Siraj Mohammed, amongst other properties, the aforesaid 6 Sataks more or less, absolutely and forever.
- 1.2.3 By a Sale Deed dated 10<sup>th</sup> May 2006 and registered with the District Sub Registrar–II, Barasat, North 24 Parganas in Book I Volume No.I Pages 1 to 26 Being No.6291 for the year 2006, the saidSk. Siraj Mohammed for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited, amongst other properties, 6 Sataksmore or less outof Dag 1061 Property, absolutely and forever.

#### 1.3 <u>18 Satak Part:</u>

1.3.1 By a Sale Deed dated 30<sup>th</sup>January, 1992 and registered with Additional District Sub

Registrar Bidhannagar, Salt Lake City in Book I Volume No.14 Pages 319 to 326 Being No.798 for the year1992 one Gita Rani Sardar for the consideration therein mentioned sold conveyed and transferredunto and to Nazrul Islam Molla 6 Sataksout of Dag 1061 Property, absolutely and forever.

- 1.3.2 By a Sale Deed dated 26<sup>th</sup> August 1994 and registered with Additional District Sub Registrar Bidhannagar, Salt Lake City in Book I Volume No.128 Pages 223 to 230 Being No.5954 for the year 1994the said Nazrul Islam Molla for the consideration therein mentioned sold conveyed and transferred unto and to Haran Ali Molla the said 6 Sataksout of Dag 1061 Property, absolutely andforever.
- 1.3.3 The said Haran Ali Molla caused to be mutated his name as Raiyat in the Records of Rights published under the West Bengal Land Reforms Act, 1955 in respect of the said 6 Sataks under

#### L.R. Khatian No. 894.

- 1.3.4 By a Sale Deed dated 5<sup>th</sup> May 2006 and registered with the District Sub Registrar II, Barasat, North24 Parganas in Book I Volume No. I Pages 1 to 18 Being No.6209 for the year 2006, the said Haran Ali Molla (also known as Md. Haran Ali Molla) for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limitedthe said 6 Sataksout of Dag 1061 Property, absolutely and forever.
- 1.3.5 One Khagendra Sardar and his wife Niru Bala Sardar both Hindus governed by the Dayabhaga School of Hindu Law died intestate and issuelesswhereuponthe 6 Sataks belonging to Khagendra Sardar devolved upon the brother of Khagendra Sardar namely Hazaripada Sardar, Nagendra Sardar (since deceased) and Krishnapada Sardar, absolutely.
- 1.3.6 The said Krishnapada Sardar sold his 2 Sataks inherited as above alongwith his own 6 Sataks by a Sale Deed dated 21.9.2005 mentioned in clause 1.2.2 above and this 2 Sataks was again sold to Crescent Griha Nirman Private Limited by the said sale deed dated 10.5.2006 mentioned in clause

#### 1.2.3 above.

- 1.3.7 The said Nagendra Nath Sardar a Hindu governed by the Dayabhaga School of Hindu Lawdied leaving him suriviving his daughter Gita Rani Sardar as his only heir and legal representative whoupon his death inherited and became entitled to the entire part or share of the said Nagendra NathSardar in the Dag 1061 Property, absolutely
- 1.3.8 One Biswanath Banerjee's name was recorded as Raiyat in the Records of Rights published underthe West Bengal Land Reforms Act, 1955under L.R. Khatian No. 339 in respect of 12 Sataks.
- 1.3.9 The said Hazaripada Sardar, Gita Rani Sardar and Biswanath Banerjee all in a common sale deedsold their entire 10 Sataks to Crescent Griha Nirman Private Limited by the said sale deed dated 6<sup>th</sup>February, 2006 mentioned in clause no. 1.1.5 above.
  - 1.4 The said Crescent Griha Nirman Private Limited having purchased the Dag 1061 Property thereafter got its name recorded in respect of entire 48 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore VinimayPvt. Ltd., Jannat TradecomPvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., VishnudhamTradeconPvt. Ltd., Delight VintradePvt. Ltd., JagvandanaCommodealPvt. Ltd., Modakpriya Plazza Pvt. Ltd., Khushboo TradeconPvt. Ltd., KailashdhamDealcomPvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal TradecomPvt. Ltd., PanchdhanVyapaarPvt. Ltd., Pranit

VinimayPvt. Ltd., Karan VinimayPvt. Ltd., Meantime DealcomPvt. Ltd., Aspire Dealers Pvt. Ltd., ManinagarDealcomPvt. Ltd., Aaren VinimayPvt. Ltd., Primary CommodealPvt. Ltd., Overgrow Plazza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview VinimayPvt. Ltd., Teenlok Nirman Pvt. Ltd. and AanyaCommotradePvt. Ltd.by a sale deed dealt in clause 22 hereto.

### 2. Re: L.R. Dag No. 1080 - Total Area in Dag - 37 Satak, Subject Area -37 Satak ("Dag 1080 Property"):

- 2.1 **18 Satak Part:** The name of one Panchanan Sardar was recorded in the RS ROR in respect of 24 Satak in R.S. Dag No. 1080 under RS Khatian No. 407 and in C.S. Khatian No. 175 in respect of corresponding C.S. Dag No. 1175.
- 2.1.1 On the intestate death of Panchanan Sardar his heirs inherited and got their names recorded in LRROR as follows:-

Name	Relationship	L.R. Khatian No.	Area in Satak (more or less)
Durga Ran iSardar	Wife	743	2.05
Sambhu Sardar	Son	741	2.05
Gourhari Sardar	Son	739	2.05
Shanti Sardar	Son	740	2.05
Kantaram Sardar	Son	882	2.05
Netai Sardar	Son	738	2.05
Namita Mondal	Daughter	745	2.05
Sabita Naskar	Daughter	742	2.05
Anita Sardar	Daughter	744	2.05

- 2.1.2 By a Deed of Gift dated 10<sup>th</sup> February 2003 and registered with the District Sub Registrar II Barasat, North 24 Parganas in Book I Volume No.214 Pages 256 to 268 Being No.7337 for the year 2003, the said Durga Rani Sardar in consideration of her natural love and affection towards his five sons namely the said Sambhu Sardar, Kantaram Sardar, Netai Sardar, Gourhari Sardar and Shanti Sardar granted conveyed and transferred by way of gift to the said Sambhu Sardar, Kantaram Sardar, Netai Sardar, Gourhari Sardar and Shanti Sardar her 2.05 Satak out of the said Dag 1080 Property, absolutely and forever.
- 2.1.3 The said Shanti Sardar, a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him survivinghis wife namely Malati Sardar, one son Sanjit Sardar and two daughters RitaSardar and Mita Sardar as his only heirs and legal representatives who all upon his death inheritedand became entitled to the entire part or share of the said Shanti Sardar in the Dag 1080 Property, absolutely.
- 2.1.4 By a Sale Deed dated 3<sup>rd</sup> June 2006 and registered with the District Sub Registrar -II,

Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 20 Being No.6555 for the year 2006, the said Sambhu Sardar, Gourhari Sardar, Malati Sardar, Sanjit Sardar, Rita Sardar and Mita Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Crescent GrihaNirman Private Limited, their 7.38 Satak more or less out of Dag 1080 Property, absolutely and forever.

- 2.1.5 By a Sale Deed dated 6<sup>th</sup> February 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 28 Being No.1202 for the year 2006, the said Kantaram Sardar and Namita Mondal, amongst others, for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited their 4.45 Satak more or less out of the Dag 1080 Property, absolutely and forever.
- 2.1.6 By a Sale Deed dated 22<sup>nd</sup> May 2006 and registered with the District Sub Registrar-II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 20 Being No.6407 for the year 2006, the said Anita Sardar, Sabita Naskar and Netai Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 6.56 Satak more or less out of Dag 1080 Property, absolutely and forever.

#### 2.2 **4.5 Satak Part**:

- 2.2.1 The name of Krishnapada Sardar was recorded in the RS ROR in respect of 4 Satak under RS Khatian No. 406. The said Krishnapada Sardar is also one of the four heirs of Kshirode Chandra Sardar whose name is recorded in C.S. Khatian No. 175 in respect 18 Sataks in corresponding C.S.Dag No. 1175.
- 2.2.2 Bya Sale Deed dated 21<sup>st</sup> September 2005 and registered with the Additional District Sub RegistrarBidhannagar in Book I Volume No.76 pages 147 to 159 Being No.1221 for the year 2006, the said Krishnapada Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Sk. Siraj Mohammed, amongst other properties,4.5 Sataks more or less, absolutely and forever.
- 2.2.3 By a Sale Deed dated 10<sup>th</sup> May 2006 and registered with the District Sub Registrar–II, Barasat, North 24 Parganas in Book I Volume No.I Pages 1 to 26 Being No.6291 for the year 2006, the saidSk. Siraj Mohammed for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited, amongst other properties, 4.5 Sataksmore or less out of Dag 1080 Property, absolutely and forever.

#### 2.3 <u>14.5 Satak Part:</u>

- 2.3.1 By a Sale Deed dated 30<sup>th</sup>January, 1992 and registered with Additional District Sub Registrar Bidhannagar, Salt Lake City in Book I Volume No.14 Pages 319 to 326 Being No.798 for the year1992 one Gita Rani Sardar for the consideration therein mentioned sold conveyed and transferredunto and to Nazrul Islam Molla 4 Sataksout of Dag 1080 Property, absolutely and forever.
- 2.3.2 By a Sale Deed dated 26<sup>th</sup> August 1994 and registered with Additional District Sub Registrar Bidhannagar, Salt Lake City in Book I Volume No.128 Pages 223 to 230 Being No.5954 for the year 1994, the said Nazrul Islam Molla for the consideration therein mentioned sold conveyed and transferred unto and to Haran Ali Molla the said 4 sataksout of Dag 1080 Property, absolutely and forever.
- 2.3.3 The said Haran Ali Molla caused to be mutated his name as Raiyat in the Records of Rights published under the West Bengal Land Reforms Act, 1955 in respect of 5 Sataks under L.R. Khatian No. 894.
- 2.3.4 By a Sale Deed dated 5<sup>th</sup> May 2006 and registered with the District Sub Registrar II,

- Barasat, North24 Parganas in Book I Volume No.1 Pages 1 to 18 Being No.6209 for the year 2006, the said Haran Ali Molla (also known as Md. Haran Ali Molla) for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited his entire 4.62 Sataks, absolutely and forever.
- 2.3.5 One Khagendra Sardar and his wife Niru Bala Sardar both Hindus governed by the Dayabhaga School of Hindu Law died intestate and issueless, whereupon the 4.62 Sataks belonging to Khagendra Sardar devolved upon the brother of Khagendra Sardar namely Hazaripada Sardar, Nagendra Sardar (since deceased) and Krishnapada Sardar, absolutely.
- 2.3.6 Krishnapada Sardar sold his 1.67 Sataks inherited as above alongwith his own 4.5 Sataks by a SaleDeed dated 21.9.2005 mentioned in clause 2.2.2 above and this 1.67 Sataks was again sold toCrescent Griha Nirman Private Limited by the said sale deed dated 10.5.2006 mentioned in clause

#### 2.2.3 above.

- 2.3.7 One Biswanath Banerjee's name was recorded as Raiyat in the Records of Rights published underthe West Bengal Land Reforms Act, 1955under L.R. Khatian No. 339 in respect of 9 Sataks.
- 2.3.8 The said Nagendra Nath Sardar a Hindu governed by the Dayabhaga School of Hindu Lawdied leaving him suriviving his daughter Gita Rani Sardar as his only heir and legal representative whoupon his death inherited and became entitled to the entire part or share of the said Nagendra Nath Sardar in the Dag 1080 Property, absolutely
- 2.3.9 By the said sale deed dated 25<sup>th</sup>January, 2006 and registered with District Sub Registrar –II Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 37 Being No. 632 for the year 2006, the said Hazaripada Sardar, Gita Rani Sardar and Biswanath Banerjee for the consideration thereinmentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited their entire 10 Sataks more or less out of Dag 1080 Property, absolutely and forever.
  - 2.4 The said Crescent Griha Nirman Private Limited having purchased the Dag 1080 Propertythereafter got its name recorded in respect of entire 37 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore VinimayPvt. Ltd., Jannat TradecomPvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., VishnudhamTradeconPvt. Ltd., Delight VintradePvt. Ltd., JagvandanaCommodealPvt. Ltd., Modakpriya Plazza Pvt. Ltd., Khushboo TradeconPvt. Ltd., KailashdhamDealcomPvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal TradecomPvt. Ltd., PanchdhanVyapaarPvt. Ltd., Pranit VinimayPvt. Ltd., Karan VinimayPvt. Ltd., Meantime DealcomPvt. Ltd., Aspire Dealers Pvt. Ltd., ManinagarDealcomPvt. Ltd., Aaren VinimayPvt. Ltd., Primary CommodealPvt. Ltd., Overgrow Plazza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview VinimayPvt. Ltd., Teenlok Nirman Pvt. Ltd. and AanyaCommotradePvt. Ltd. by a sale deed dealt in clause 22 hereto.

### 3. Re: L.R. Dag No. 1062 – Total Area in Dag - 46 Satak, Subject Area – 46 Satak ("Dag 1062 Property"):

- 3.1 **23 Satak Part:** The name of one Panchanan Sardar was recorded in the RS ROR in respect of 23Satak in R.S. Dag No. 1062 under RS Khatian No. 160 and in C.S. Khatian No. 176 in respect of corresponding C.S. Dag No. 1155.
- 3.1.1 On the intestate death of Panchanan Sardar his heirs inherited and got their names recorded in LRROR as follows:-

Name	Relationshi p	L.R. Khatia nNo.	Area in Satak (more or less)
Durga Rani Sardar	Wife	743	2.56
Sambhu Sardar	Son	741	2.56
Gourhari Sardar	Son	739	2.56
Shanti Sardar	Son	740	2.56
Kantaram Sardar	Son	882	2.56
Netai Sardar	Son	738	2.56
Namita Mondal	Daughter	745	2.56
Sabita Naskar	Daughter	742	2.56
Anita Sardar	Daughter	744	2.56

- 3.1.2 By a Deed of Gift dated 10<sup>th</sup> February 2003 and registered with the District Sub Registrar II Barasat, North 24 Parganas in Book I Volume No.214 Pages 256 to 268 Being No.7337 for the year 2003, the said Durga Rani Sardar in consideration of her natural love and affection towards his five sons namely the said Sambhu Sardar, Kantaram Sardar, Netai Sardar, Gourhari Sardar and Shanti Sardar granted conveyed and transferred by way of gift to the said Sambhu Sardar, Kantaram Sardar, Netai Sardar, Gourhari Sardar and Shanti Sardar her 2.56 Satak out of the said Dag 1062 Property, absolutely and forever.
- 3.1.3 The said Shanti Sardar, a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him survivinghis wife namely Malati Sardar, one son Sanjit Sardar and two daughters RitaSardar and Mita Sardar as his only heirs and legal representatives who all upon his death inheritedand became entitled to the entire part or share of the said Shanti Sardar in the Dag 1062 Property, absolutely.
- 3.1.4 By a Sale Deed dated 3<sup>rd</sup> June 2006 and registered with the District Sub Registrar -II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 20 Being No.6555 for the year 2006, the said Sambhu Sardar, Gourhari Sardar, Malati Sardar, Sanjit Sardar, Rita Sardar and Mita Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Crescent GrihaNirman Private Limited, their 9.21 Satak more or less out of Dag 1062 Property, absolutely and forever.
- 3.1.5 By a Sale Deed dated 6<sup>th</sup> February 2006 and registered with the District Sub Registrar II, Barasat,North 24 Parganas in Book I Volume No.1 Pages 1 to 28 Being No.1202 for the year 2006, the said Kantaram Sardar and Namita Mondal, amongst others, for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited their 5.62 Satak more or less out of the Dag 1062 Property, absolutely and forever.
- 3.1.6 By a Sale Deed dated 22<sup>nd</sup> May 2006 and registered with the District Sub Registrar-II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 20 Being No.6407 for the year 2006, the said Anita Sardar, Sabita Naskar and Netai Sardar for the consideration

therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 8.19 Satak more or less out of Dag 1062 Property, absolutely and forever.

#### 3.2 **23 Satak Part:**

- 3.2.1 The name of Krishnapada Sardar, Gita Rani Sardar, Hazaripada Sarda and Khagendra Sardar (sincedeceased) were recorded in the RS ROR in respect of 23 under RS Khatian No. 160. The said Krishnapada Sardar, Gita Rani Sardar, Hazaripada Sarda and Khagendra Sardar are all successorsin line from Kshirode Chandra Sardar whose name is recorded in C.S. Khatian No. 176 in respect23 Sataks in corresponding C.S. Dag No. 1155
- 3.2.2 By Sale Deed dated 28<sup>th</sup>May, 2004 and registered with Additional District Sub Registrar Bidhannagar, Salt Lake City in Book I Volume No.217 Pages 116 to 127 Being No.3694 for the year 2004, the said Krishnapada Sardar for the consideration therein mentioned sold conveyed andtransferred unto and to Anwara Begum 5.75 Sataks more or less out of Dag 1062 Property, absolutely and forever.
- 3.2.3 By a Sale Deed dated 23<sup>rd</sup>June, 1999 and registered with the Additional District Sub Registrar Bidhannagar, Salt Lake City, in Book I Volume 396 Pages 133 to 141 Being No.7142 for the year 2002, the said Hazaripada Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Anwara Begum 5.75 Sataks more or lessout of Dag 1062 Property, absolutely and forever.
- 3.2.4 By a Sale Deed dated 30<sup>th</sup>January, 1992 and registered with Additional District Sub Registrar Bidhannagar, Salt Lake City in Book I Volume No.14 Pages 319 to 326 Being No.798 for the year1992 the said Gita Rani Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Nazrul Islam Molla 5.75 Sataks more or less out of Dag 1062 Property, absolutely and forever.
- 3.2.5 By a Sale Deed dated 26<sup>th</sup> August 1994 and registered with Additional District Sub Registrar Bidhannagar, Salt Lake City, in Book I, Volume No.128 Pages 223 to 230 Being No.5954 for the year 1994, the said Nazrul Islam Molla for the consideration therein mentioned sold conveyed and transferred unto and to Haran Ali Molla 5.75 Sataksmore or less out of Dag 1062 Property, absolutely and forever.
- 3.2.6 The said Haran Ali Molla and Anwara Begum caused to be mutated their names as Raiyats in the Records of Rights published under the West Bengal Land Reforms Act, 1955 in respect of the said 6 Sataks and 11 Sataks under L.R. Khatian No. 894 and 925 respectively.
- 3.2.7 By a Sale Deed dated 5<sup>th</sup> May 2006 and registered with the District Sub Registrar II, Barasat, North24 Parganas in Book I Volume No.1 Pages 1 to 18 Being No.6209 for the year 2006, the said HaranAli Molla (also known as Md. Haran Ali Molla) and Anwara Begum for the consideration thereinmentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited theirentire 17.25 Sataks out of Dag 1062 Property, absolutely and forever.
- 3.2.8 One Khagendra Sardar and his wife Niru Bala Sardar both Hindus governed by the Dayabhaga School of Hindu Law died intestate and issueless, whereupon the 5.75 Sataks belonging to Khagendra Sardar devolved upon the brother of Khagendra Sardar namely Hazaripada Sardar, Nagendra Sardar (since deceased) and Krishnapada Sardar, absolutely.
- 3.2.9 By a Sale Deed dated 21<sup>st</sup> September 2005 and registered with the Additional District Sub RegistrarBidhannagar in Book I Volume No.76 Pages 147 to 159 Being No.1221 for the year 2006, the

Krishnapada Sardar sold to Sk. Siraj Mohammad his 2 Sataksmore or less inherited as above, absolutely and forever.

- 3.2.10 By a sale deed 10<sup>th</sup> May 2006 and registered with the District Sub Registrar-II, Barasat, North 24 Parganas in Book I Volume No.I Pages 1 to 26 Being No.6291 for the year 2006, the said Sk. SirajMohammadfor the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 2 sataksmore or less out of Dag 1062 Property, absolutely and forever.
- 3.2.11 The said Nagendra Nath Sardar a Hindu governed by the Dayabhaga School of Hindu Lawdied leaving him suriviving his daughter Gita Rani Sardar as his only heir and legal representative whoupon his death inherited and became entitled to the entire part or share of the said Nagendra NathSardar in the Dag 1062 Property, absolutely
- 3.2.12 By a sale deed dated 25<sup>th</sup> January 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 37 Being No.632 for the year 2006, Hazaripada Sardar and Gita Rani Sardarfor the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 3.83 sataksmore or less out of Dag1062 Property, absolutely and forever.
  - 3.3 Crescent Griha Nirman Private Limited having purchased the Dag 1062 Property thereafter got itsname recorded in respect of entire 46 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore VinimayPvt. Ltd., Jannat TradecomPvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., VishnudhamTradeconPvt. Ltd., Delight VintradePvt. Ltd., JagvandanaCommodealPvt. Ltd., Modakpriya Plazza Pvt. Ltd., Khushboo TradeconPvt. Ltd., KailashdhamDealcomPvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal TradecomPvt. Ltd., PanchdhanVyapaarPvt. Ltd., Pranit VinimayPvt. Ltd., Karan VinimayPvt. Ltd., Meantime DealcomPvt. Ltd., Aspire Dealers Pvt. Ltd., ManinagarDealcomPvt. Ltd., Aaren VinimayPvt. Ltd., Primary CommodealPvt. Ltd., Overgrow Plazza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview VinimayPvt. Ltd., Teenlok Nirman Pvt. Ltd. and AanyaCommotradePvt. Ltd. Makelife Promoters Pvt. Ltd., Murlidhar DealcomPvt. Ltd., Roselife Plazza Pvt. Ltd., RangarangDealcomPvt. Ltd., LinkstarAppartmentsPvt. Ltd., LaxmidhanVincomPvt. Ltd., LabheshwariCommodealPvt. Ltd., Kesarinandan VyaparPvt. Ltd., Kailashdham Residency Pvt. Ltd., FunideaDealcommPvt. Ltd., DhanaashaCommodealPvt. Ltd., ArrowlineCommodealPvt.Ltd., ApnapanTradecomPvt. Ltd. by sale deed dealt in clause 22 hereto.

### 4. Re: L.R. Dag No. 1079 – Total Area in Dag - 35 Satak, Subject Area – 35 Satak ("Dag 1079Property"):

- 4.1 <u>17.5 Satak Part:</u> The name of one Panchanan Sardar (since deceased) was recorded in the RS ROR in respect of 23 Satakin R.S. Dag No. 1079 under RS Khatian No. 160 and in C.S. Khatian No. 176 in respect of corresponding C.S. Dag No. 1155.
- 4.1.1 On the intestate death of Panchanan Sardar his heirs inherited and got their names recorded in LRROR as follows:-

Name	Relationship	L.R. Khatia nNo.	Area in Satak (more or less)
Durga Rani Sardar	Wife	743	1.94
Sambhu Sardar	Son	741	1.94
Gourhari Sardar	Son	739	1.94
Shanti Sardar	Son	740	1.94
Kantaram Sardar	Son	882	1.94
Netai Sardar	Son	738	1.94
Namita Mondal	Daughter	745	1.94
Sabita Naskar	Daughter	742	1.94
Anita Sardar	Daughter	744	1.94

- 4.1.2 By a Deed of Gift dated 10<sup>th</sup> February 2003 and registered with the District Sub Registrar II Barasat, North 24 Parganas in Book I Volume No.214 Pages 256 to 268 Being No.7337 for the year 2003, the said Durga Rani Sardar in consideration of her natural love and affection towards his five sons namely the said Sambhu Sardar, Kantaram Sardar, Netai Sardar, Gourhari Sardar and Shanti Sardargranted conveyed and transferred by way of gift to the said Sambhu Sardar, KantaramSardar, Netai Sardar, Gourhari Sardar and Shanti Sardar her 1.94 Satak out of the said Dag 1079 Property, absolutely and forever.
- 4.1.3 The saidSanti Sardar a Hindu governed by the Dayabhaga School of Hindu Lawdied intestateleaving him survivinghis wife namelyMalati Sardar, one son Sanjit Sardar and two daughters Rita Sardar and Mita Sardar as his onlyheirsand legal representatives who all upon his death inherited and became entitled to the entire part or share of the said Shanti Sardar in the Dag1079 Property, absolutely.
- 4.1.4 By a Sale Deed dated 3<sup>rd</sup> June 2006 and registered with the District Sub Registrar -II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 20 Being No.6555 for the year 2006, the said Sambhu Sardar, Gourhari Sardar, Malati Sardar, Sanjit Sardar, Rita Sardar and Mita Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Crescent GrihaNirman Private Limited, their 6.99 Satak more or less out of Dag 1079 Property, absolutely and forever.
- 4.1.5 By a Sale Deed dated 6<sup>th</sup> February 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 28 Being No.1202 for the year 2006, the said Kantaram Sardar and Namita Mondal, amongst others, for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited their 4.27 Satak more or less out of the Dag 1079 Property, absolutely and forever.

4.1.6 By a Sale Deed dated 22<sup>nd</sup> May 2006 and registered with the District Sub Registrar-II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 20 Being No.6407 for the year 2006, the said Anita Sardar, Sabita Naskar and Netai Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 6.21 Satak more or less out of Dag 1079 Property, absolutely and forever.

#### 4.2 <u>17.5 Satak Part:</u>

- 4.2.1 The name of Krishnapada Sardar, Gita Rani Sardar, Hazaripada Sarda and Khagendra Sardar were recorded in the RS ROR in respect of 17.5 satak under RS Khatian No. 160. The said KrishnapadaSardar, Gita Rani Sardar, Hazaripada Sarda and Khagendra Sardar are all successors in line from Kshirode Chandra Sardar whose name is recorded in C.S. Khatian No. 176 in respect 17.5 Sataksin corresponding C.S. Dag No. 1172.
- 4.2.2 By a Sale Deed dated 28<sup>th</sup> May 2004and registered with the Additional District Sub Registrar Bidhannagar, Salt Lake City, in Book I Volume No.217 pages 116 to 127 Being No.3694 for the year 2004, the said Krishnapada Sardar for the consideration therein mentioned sold conveyed andtransferred unto and to Anwara Begumhis 4.35 Sataksmore or less out of Dag 1079 Property, absolutely and forever.
- 4.2.3 By a Sale Deed dated 23<sup>rd</sup> June 1999 and registered with the Additional District Sub-Registrar Bidhannagar, Salt Lake City in Book I Volume No.396 Pages 133 to 141 Being No.7142 for the year 2002, the said Hazaripada Sardar for the consideration therein mentionedsold conveyed and transferred unto and to Anwara Begum his 4.35 Satak more or less out of Dag 1079 Property, absolutely and forever.
- 4.2.4 By a Sale Deed dated 3<sup>rd</sup> January 1992 and registered with the Additional District Sub Registrar Bidhannagar, Salt Lake City in Book I Volume No.14 Pages 319 to 326 Being No.798 for the year 1992, the said Gita Rani Sardar for the consideration therein mentionedsold conveyed andtransferred unto and toNazrul Islam Molla his 5 Sataksmore or less out of Dag 1079 Property, absolutely and forever.
- 4.2.5 By a Sale Deed dated 2<sup>6th</sup> August 1994 and registered with Additional District Sub Registrar Bidhannagar, Salt Lake City in Book I Volume No.128 Pages 223 to 230 Being No.5954 for the year 1994, the said Nazrul Islam Molla for the consideration therein mentionedsold conveyed andtransferredunto and toHaran Ali Molla his 5 Sataksmore or less out of Dag 1079 Property, absolutely and forever.
- 4.2.6 The said Haran Ali Molla and Anwara Begum caused to be mutated their names as Raiyats in the Records of Rights published under the West Bengal Land Reforms Act, 1955 in respect of the said4 Sataks and 9 sataks under L.R. Khatian No. 894 and L.R. Khatian No. 925 respectively.
- **4.2.7** By a Sale Deed dated 5<sup>th</sup> May 2006 and registered with the District Sub Registrar II, Barasat, North24 Parganas in Book I Volume No.1 Pages 1 to 18 Being No.6209 for the year 2006, the said HaranAli Molla (also known as Md. Haran Ali Molla) and Anwara Begum for the consideration thereinmentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited theirentire 13.12 Sataksout of Dag 1079 Property more or less absolutely and forever.
- 4.2.8 One Khagendra Sardar and his wife Niru Bala Sardar both Hindus governed by the Dayabhaga School of Hindu Law died intestate and issueless, whereupon the 4.375 sataks belonging to

Khagendra Sardar devolved upon the brother of Khagendra Sardar namely Hazaripada Sardar, Nagendra Sardar (since deceased) and Krishnapada Sardar, absolutely.

- 4.2.9 By a Sale Deed dated 21<sup>st</sup> September 2005 and registered with the Additional District Sub RegistrarBidhannagar in Book I Volume No.76 Pages 147 to 159 Being No.1221 for the year 2006 the said Krishnapada Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Sk. Siraj Mohammad his about 1.45 Sataks out of Dag 1079 Property more or less absolutelyand forever.
- 4.2.10 By a Sale Deed dated 10<sup>th</sup> May 2006 and registered with the District Sub Registrar-II, Barasat, North 24 Parganas in Book I Volume No.I Pages 1 to 26 Being No.6291 for the year 2006the said Sk. Siraj Mohammad for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited his 1.45 Sataks out of Dag 1079 Property more or less absolutely and forever.
- 4.2.11 The said Nagendra Nath Sardar a Hindu governed by the Dayabhaga School of Hindu Lawdied leaving him surviving his daughter Gita Rani Sardar as his only heir and legal representative who upon his death inherited and became entitled to the entire part or share of the said Nagendra Nath Sardar in the Dag 1079 Property, absolutely
- 4.2.12 By a sale deed dated 25<sup>th</sup> January 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 37 Being No.632 for the year 2006, the saidHazaripada Sardar and Gita Rani Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited their entire 2.91 Sataksmore or less out of Dag 1079 Property absolutely and forever.
  - 4.3 Crescent Griha Nirman Private Limited having purchased the Dag 1079 Property thereafter got itsname recorded in respect of entire 35 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore VinimayPvt. Ltd., Jannat TradecomPvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., VishnudhamTradeconPvt. Ltd., Delight VintradePvt. Ltd., JagvandanaCommodealPvt. Ltd., Modakpriya Plazza Pvt. Ltd., Khushboo TradeconPvt. Ltd., KailashdhamDealcomPvt. Ltd., Moriva Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal TradecomPvt. Ltd., PanchdhanVyapaarPvt. Ltd., Pranit VinimayPvt. Ltd., Karan VinimayPvt. Ltd., Meantime DealcomPvt. Ltd., Aspire Dealers Pvt. Ltd., ManinagarDealcomPvt. Ltd., Aaren VinimayPvt. Ltd., Primary CommodealPvt. Ltd., Overgrow Plazza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview VinimayPvt. Ltd., Teenlok Nirman Pvt. Ltd. and AanyaCommotradePvt. Ltd. Makelife Promoters Pvt. Ltd., Murlidhar DealcomPvt. Ltd., Roselife Plazza Pvt. Ltd., RangarangDealcomPvt. Ltd., LinkstarAppartmentsPvt. Ltd., LaxmidhanVincomPvt. Ltd., LabheshwariCommodealPvt. Ltd., Kesarinandan VyaparPvt. Ltd., Residency Pvt. Ltd., FunideaDealcommPvt. Ltd., DhanaashaCommodealPvt. Ltd., ArrowlineCommodealPvt.Ltd., ApnapanTradecomPvt. Ltd. by a sale deed dealt in clause 22 hereto.
- 5. Re: L.R. Dag No. 1063 Total Area in Dag 39 Satak, Subject Area 39 Satak ("Dag 1063 Property"):
- **5.1 20** Satak Part:

- 5.1.1 By a Deed of Gift dated 17<sup>th</sup> November 1943 and registered with the Sub Registrar Cossipore DumDum in Book I Volume No.34 Pages 139 to 142 Being No.2543 for the year 1943 one HayabtullaMondal out of his natural love and affection towards his wife namely Khatuneccha Bibi granted conveyed and transferred by way of gift to the said Khatuneccha Bibi **ALL THAT** portion measuring 20 Satak more or less out of the Dag 1063 Property, absolutely and forever.
- 5.1.2 The name of Khatunechha Bibi alongwith one Mehar Ali Mondal and Sahar Ali Mondal (since deceased) were recorded in RS ROR in respect of 20 Sataks under RS Khatian No. 56.
- 5.1.3 By a Deed of Gift dated 24<sup>th</sup> November 1959 and registered with the Sub Registrar Cossipore DumDum in Book I Volume No.108 Pages 232 to 237 Being No.8006 for the year 1959, the said Khatuneccha Bibi in consideration of her natural love and affection towards her daughter namely Jaheda Khatun Bibi granted conveyed and transferred by way of gift to the said Jaheda Khatun Bibi the said 20 Satak out of the Dag 1063 Property, absolutely and forever.
- 5.1.4 By a Sale Deed dated 27<sup>th</sup> June 1969 and registered with the Sub Registrar Cossipore Dum Dum in Book I Volume No.69 Pages 252 to 254 Being No.4857 for the year 1969, the said Jaheda Khatun Bibi for the consideration therein mentioned sold conveyed and transferred unto and to one Umed Ali Molla the said 20 Satak out of the Dag 1063 Property, absolutely and forever.
- 5.1.5 By a Sale Deed dated 10<sup>th</sup> August 1987 and registered with the Additional District Sub Registrar Bidhannagar in Book I Volume No.90 Pages 167 to 174 Being No.4437 for the year 1987, the saidUmed Ali Molla for the considration therein mentioned sold conveyed and transferred unto and toone Mastan Ali Molla, Enat Ali Molla, Yusuf Ali Molla, Mansur Ali Molla and Ashraf Ali Molla(since deceased) the said 20 Satak out of the Dag 1063 Property, absolutely and forever.
- 5.1.6 The said Ashraf Ali Molla, a Mohammedan, died intestate on 20th December 2007 issueless but married leaving him surviving his wife Lalbanu Bibi (also known as Lal Bibi), four brothers namely one Yusuf Ali Molla, Mansur Ali Molla, Mastan Ali Molla and Enat Ali Molla and two sisters namely the Roufan Bibi and Jelopan Molla as his only heirs and legal representatives who all inherited and became entitled to the said 20 satakout of the Dag 1063 Property, absolutely.
- 5.1.7 The said Yusuf Ali Molla, Mansur Ali Molla, Mastan Ali Molla and Enat Ali Molla and two sisters namely the said Roufan Bibi and Jelopan Molla sold this 20 Sataks amongst others by Sale Deed as mentioned in clause 5.3 below.
- 5.1.8 One Sahar Ali Mondal was fully seized and possessed of and well and sufficiently entitled to, ALLTHAT portion measuring 2.1918 Satak more or less out of Dag 1063 Property recorded in R.S. Khatian Nos. 56 and 286 (formerly C.S. Dag No. 1156).
- 5.1.9 The said Sahar Ali Mondal died intestate leaving him surviving his son Yacchin Ali Mondalas hisonly heir and legal representative who inherited and became entitled to the said 2.1918 Satakout of Dag 1063 Property, absolutely.
- 5.1.10 By two Deeds of Gift dated 14th November 1975 and 17th November 1975 and both registered with the Sub Registrar Cossipore Dum Dum one in Book I Volume No.169 Pages 14 to 28 BeingNo.9472 for the year 1975 and the other in Book I Volume No.150 Pages 283 to 296 Being No.9523 for the year 1975, the said Yacchim Ali Mondal in consideration of his natural love and affection towards his two grandsons namely Abul Khayer Mondal and Abul Siddik Mondal granted

conveyed and transferred by way of Gift to the said Abul Khayer Mondal and Abul Siddik Mondalportion measuring 2.1918 Satak more or less out of Dag 1063 Property, absolutely and forever.

- 5.1.11 By a Deed of Gift dated 21st December 2004 and registered with the Additional District Sub Registrar Bidhannnagar (Salt Lake City) in Book I Volume No.204 Pages 251 to 267 Being No.3332 for the year 2006, the said Abul Khayer Mondal and Abul Siddik Mondal in consideration of their natural love and affection towards their three brothers namely Abul Kalam Mondal, Abu Taher Mondal and Abu Taleb Mondal granted conveyed and transferred by way of Gift to the saidAbul Kalam Mondal, Abu Taher Mondal and Abu Taleb Mondal 3/5th undivided share i.e. 1.20 Satak) more or less out of their 2.1918 Satak in Dag 1063 Property, absolutely and forever.
- 5.1.12 By a Sale Deed dated 12<sup>th</sup> December 2014 and registered with the Additional District Sub RegistrarRajarhat in Book I Volume No.23 Pages 445 to 465 Being No.13841 for the year 2014, the said Abul Khayer Mondal, Abul Siddik Mondal, Abul Kalam Mondal, Abu Taher Mondal, Abu Taleb Mondal for the consideration therein mentioned sold conveyed and transferred unto and to MithilTradecom Private Limited, Bluesnow Niketan Private Limited, SubhkariDealcom Private Limited, BrijdharaTradecom Private Limited, Jagvandana Constructions Private Limited, DeepshikahVincom Private Limited and Bosslife Enclave Private Limited their 2.1918 Satak out of Dag 1063 Property, absolutely and forever.
- 5.1.13 One Mehar Ali Molla a Mohamaddan died intestate leaving him surviving his wife Fazila Bibi andfour sons Nasiruddin Molla, Noor Islam Molla, Chariuddin Molla and Hafijuddin Molla as his only heirs and legal representatives. The names of the said Fazila Bibi Nasiruddin Molla, Noor Islam Molla, Chariuddin Molla and Hafizuddin Molla were recorded in LR Khatian Nos.316 (1 Satak), 274 (1 Satak), 287(2 Satak), 199 (2 Satak) and 588 (2 Satak) in the Dag 1063 Property.
- 5.1.14 By a Sale Deed dated 1st June 2005 and registered with the Additional District Sub Registrar Bidhannagar in Book I Volume No.230 Pages 69 to 81 Being No.3777 for the year 2005, one Fazila Bibi for the consideration therein mentioned sold conveyed and transferred unto and to Nazimuddin Molla her 1.22 Satak more or less out of the Dag 1063 Property, absolutely and forever.
- 5.1.15 By a Sale Deed dated 12th January 2006 and registered with the District Sub Registrar-II, Barasat, North 24 Parganas in Book I Volume I Pages 1 to 20 Being No.248 for the year 2006, the Nasiruddin Molla, Noor Islam Molla and Chariuddin Molla for the consideration therein mentioned sold conveyed and transferred unto and to Virtual Vyapaar Private Limited their 4.74 Satak more or less out of the Dag 1063 property, absolutely and forever.
- 5.1.16 By a Sale Deed dated 24<sup>th</sup> April 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 20 Being No.6025 for the year 2006, the said Virtual Vyapaar Private Limited for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 4.74 Satak more or less out of the Dag 1063 Property, absolutely and forever.
- 5.1.17 Hafijuddin sold his 2 sataks as part of Sale Deed dealt with in clause 5.2.8 below.

#### **5.2 19 Satak Part:**

5.2.1 The name of Khetra Nath Bhattacharya is recorded in respect of 19 Sataks under RS Khatian No.386.

- 5.2.2 The said Khetranath Bhattacharya a Hindu governed by the Dayabhaga School of Hindu Law diedintestate leaving him surviving his four sons namely Sambhu Nath Bhattacharya, (since deceased) Sankar Nath Bhattacharya, Biswanath Bhattacharya and Rabindra Nath Bhattacharya as his only heirs and legal representatives. The names of the said Sambhu Nath Bhattacharya, Sankar Nath Bhattacharya, Biswanath Bhattacharya and Rabindra Nath Bhattacharya (since deceased) were recorded in LR Khatian Nos. 472 (5 Satak), 470 (4 Satak), 342 (5 Satak) and 424 (5 Satak).
- 5.2.3 By a Sale Deed dated 5<sup>th</sup> November 1986 and registered with the Additional District Sub-Registrar, Bidhannagar in Book I Volume No.153 Pages 263 to 270 Being No.7989 for the year 1986, the said Shankar Nath Bhattacharjee for the consideration therein mentioned sold conveyed and transferred unto and to Mastan Ali Molla and Enat Ali Molla 7.6 Satak out of the Dag 1063 Property, absolutley and forever.
- 5.2.4 By a Sale Deed dated 5<sup>th</sup> November 1986 and registered with the Additional District Sub RegistrarBidhannagar in Book I Volume No.153 Pages 271 to 278 Being No.7990 for the year 1986, the said Shankar Nath Bhattacharjee for the consideration therein mentioned sold conveyed and transferred unto and to Yusuf Ali Molla, Mansur Ali Molla and Ashraf Ali Molla (since deceased) ALL THAT 11.4 Satak out of the Dag 1063 Property, absolutely and forever.
- 5.2.5 By a Sale Deed dated 7<sup>th</sup> November 1986 and registered with the Additional District Sub RegistrarBidhannagar in Book I Volume No.154 Pages 59 to 66 Being No.8021 for the year 1986, the saidBiswanath Bhattacharya for the consideration therein mentioned sold conveyed and transferred unto and to Nazrul Islam Dhali, Emdadul Islam Dhali and Idrish Rahaman Dhali 4.875 Satak moreor less out of the Dag 1063 property, absolutely and forever.
- 5.2.6 The said Sambhu Nath Bhattacharya a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his wife namely Pratima Bhattacharya, his son namely Amar Bhattachaya and three daughters namely Rama Sardar, Sikha Bhattacharjee and Rekha Bhattacharjee as his only heirs and legal representatives who all upon his death inherited and became entitled to his share in Dag 1063 Property, absolutely.
- 5.2.7 The said Rabindra Nath Bhattacharya a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his wife namely Minati Bhattacharya, his son namely Mithun Bhattacharjee and daughter namely Piu (Priya) Bhattcharjeeas his only heirs and legal representatives who all upon his death inherited and became entitled to his share in Dag 1063 Property, absolutely.
- 5.2.8 By a Sale Deed dated 24<sup>th</sup> January, 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 29 Being No.6376 for the year 2006, the said Pratima Bhattacharya, Amar Bhattacharya, Rama Sardar, Sikha Bhattacharjee, Rekha Bhattacharjee, Minati Bhattacharya, Piu (Priya) Bhattacharjee and Mithun Bhattacharjee, Nazimuddin Molla, Nazrul Islam Dahli, Emdadul Islam Dhali and Idrish Rahaman Dhali and Hafijuddin Molla for the consideration therein mentioned sold conveyed and transferred unto andto Crescent Griha Nirman Private Limited 15.62 Satak out of the Dag 1063 Property, absolutely and forever.
- 5.3 By a Sale Deed dated 28<sup>th</sup> November 2014 and registered with the Additional District Sub RegistrarRajarhat in Book I Volume No.21 Pages 11848 to 11881 Being No.13218 for the year 2014, the said Mastan Ali Molla, Enat Ali Molla, Yusuf Ali Molla, Mansur Ali Molla, Roufan Bibi and

Jelopan Bibi and Crescent Griha Nirman Private Limitedfor the consideration therein mentioned sold conveyed and transferred unto and to Mithil Tradecom Private Limited, Bluesnow Niketan Private Limited, SubhkariDealcom Private Limited, BrijdharaTradecom Private Limited, Jagvandana Constructions Private Limited, DeepshikahVincom Private Limited and Bosslife Enclave Private Limited, the Dag 1063 Property, absolutely and forever.

- 5.4 By a Sale Deed dated 23<sup>rd</sup> December 2014 and registered with the Additional District Sub RegistrarRajarhat in Book I Volume No.23 Pages 10966 to 10988 Being No.14306 for the year 2014, the said the said Lalbanu Bibi for the consideration therein mentioned sold conveyed and transferred unto and to Mithil Tradecom Private Limited, Bluesnow Niketan Private Limited, SubhkariDealcom Private Limited, BrijdharaTradecom Private Limited, Jagvandana Constructions Private Limited, DeepshikahVincom Private Limited and Bosslife Enclave Private Limited1.95 Satak more or less out of Dag 1063 Property, absolutely and forever.
- Although not required but by way of abundant caution, the a portion measuring 2.79 satak more orless out of Dag 1063 Property was repurchased by an Indenture of Conveyance dated 13<sup>th</sup> December 2019 and registered with the Additional District Sub Registrar of Rajarhat Book I Volume No.1523-2020 Pages 4937 to 4972 Being No.152315615 for the year 2019 from one Jyotsna Bibi, Serina Bibi and Akibul Islam for the consideration therein mentioned by Bosslife Enclave Private Limited, Deepshika Vincom Private Limited, Bluesnow Niketan Private Limited, Mithil Tradecom Private Limited, SubhkariDealcom Private Limited, BrijdharaTradecom Private Limited and, Jagvandana Constructions Private Limited absolutlely and forever and one Dipak Bhattacharjee confirmed such Sale.
- 6. Re: L.R. Dag No. 1064 Total Area in Dag 7 Satak, Subject Area 7 Satak ("Dag 1064 Property"):
- The name of Saira Khatun Bibi was recorded as Raiyat in respect of Dag 1064 Property under R.S.Khatian No. 141 and L. R. Khatian No. 542.
- The said Saira Khatun Bibi, a Mohamaddan, died intestate leaving her surviving her two sons namely Ashraf Ali Gazi and Yusuf Ali Gazi and four daughters namely Momena Bibi, Rahila Bibi, Rabia Bibi and Fatezan Bibi as her only heirs and legal representatives who all inherited and became entitled to Dag 1064 Property with each of the two sons inheriting one-fourth share and each of the four daughters inheriting one-eighth share in the said Dag 1064 Property.
- 6.3 By a Sale Deed dated 12<sup>th</sup> September 2003 and registered with the Additional District Sub Registrar Bidhannagar in Book I Volume No.505 Pages 156 to 164 Being No.8503 for the year 2004, the said Fatezan Khatun (Bibi) for the consideration therein mentioned sold conveyed and transferred unto and to one Jahangir Gazi her one-eighth share out of the Dag 1064 Property, absolutely and forever.
- 6.4 By a Deed of Gift dated 19<sup>th</sup> September 2003 and registered with Additional District Sub RegistrarBidhannagar in Book I Being No. 6550 for the year 2004, the said Ashraf Ali Gazi in consideration of his natural love and affection granted conveyed and transferred by way of gift to Manirul HaqueGazi (also known as Manirul Gazi), Jahangir Gazi, Habibar Gazi, Salauddin Gazi, Alamgir Gazi and Azaruddin Gazi his one-fourth share in Dag 1064 Property.

- By a Sale Deed dated 12<sup>th</sup> January 2006 and registered with the District Sub Registrar-II Barasat, North 24 Parganas in Book I Volume No.I Pages 1 to 20 Being No.248 for the year 2006, the saidYusuf Ali Gazi, Momena Bibi, Rahila Bibi, Rabia Bibi, Manirul Haque Gazi, Jahangir Gazi, Habibar Gazi, Salauddin Gazi, Alamgir Gazi and Azaruddin Gazi for the consideration therein mentioned sold conveyed and transferred unto and to Virtual Vyapaar Private Limited the Dag 1064 Property, absolutely and forever.
- By a Sale Deed dated 24<sup>th</sup> April 2006 and registered with the District Sub Registrar –II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 20 Being No.6025 for the year 2006, the said Virtual Vyapaar Private Limited for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited the Dag 1064 Property, absolutely and forever.
- 6.7 Crescent Griha Nirman Private Limited having purchased the Dag 1064 Property thereafter got itsname recorded in respect of entire 7 Sataks under L.R. Khatian No. 1208 and sold the same to Makelife Promoters Pvt. Ltd., Murlidhar DealcomPvt. Ltd., Roselife RangarangDealcomPvt. Ltd., LinkstarAppartmentsPvt. Pvt. Ltd., LaxmidhanVincomPvt. Ltd., LabheshwariCommodealPvt. Ltd., Kesarinandan VyaparPvt. Ltd., Ltd.. Kailashdham Residency Pvt. FunideaDealcommPvt. DhanaashaCommodealPvt. Ltd., ArrowlineCommodealPvt. Ltd., ApnapanTradecomPvt. Ltd.by a sale deed dealt in clause 22 hereto.
- 7. Re: L.R. Dag No. 1065 Total Area in Dag 7 Satak, Subject Area 7 Satak ("Dag 1065 Property"):
- 7.1 The name of Mohammad Molla (since deceased) was recorded as Raiyat in the Records of Rightspublished under the West Bengal Land Reforms Act, 1955 in respect of Dag 1065 Property under
- L. R. Khatian No. 376.
  - 7.2 The said Mohammed Molla a Mohamaddan died intestate leaving him surviving his wife Lal BanuBibi and son Mansoor Ali Molla who both upon his death inherited and became entitled to the saidDag 1065 Property, absolutely.
  - 7.3 By a Sale Deed dated 28th February 2006 and registered with the District Sub Registrar—II, Barasat, North 24 Parganas in Book I Volume No.1 Pages No.1 to 13 Being No.2413 for the year 2006, the said Lal Banu Bibi and Mansoor Ali Molla for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited the Dag 1065 Property, absolutely and forever.
  - 7.4 Crescent Griha Nirman Private Limited having purchased the Dag 1065 Property thereafter got itsname recorded in respect of entire 7 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore VinimayPvt. Ltd., Jannat TradecomPvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., VishnudhamTradeconPvt. Ltd., Delight VintradePvt. Ltd., JagvandanaCommodealPvt. Ltd., Modakpriya Plazza Pvt. Ltd., Khushboo TradeconPvt. Ltd., KailashdhamDealcomPvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal TradecomPvt. Ltd., PanchdhanVyapaarPvt. Ltd., Pranit VinimayPvt. Ltd., Karan VinimayPvt. Ltd., Meantime DealcomPvt. Ltd., Aspire Dealers Pvt. Ltd., ManinagarDealcomPvt. Ltd., Aaren VinimayPvt. Ltd., Primary CommodealPvt. Ltd., Overgrow Plazza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview VinimayPvt. Ltd., Teenlok Nirman Pvt. Ltd. and Aanya

CommotradePvt. Ltd. Makelife Promoters Pvt. Ltd., Murlidhar DealcomPvt. Ltd., Roselife PlazzaPvt. Ltd., RangarangDealcomPvt. Ltd., LinkstarAppartmentsPvt. Ltd., LaxmidhanVincomPvt. Ltd., LabheshwariCommodealPvt. Ltd., Kesarinandan VyaparPvt. Ltd., Kailashdham Residency Pvt.Ltd., FunideaDealcommPvt. Ltd., DhanaashaCommodealPvt. Ltd., ArrowlineCommodealPvt. Ltd., ApnapanTradecomPvt. Ltd. by a sale deed dealt in clause 22 hereto.

- 8. Re: L.R. Dag No. 1067 Total Area in Dag 6 Satak, Subject Area 6 Satak ("Dag 1067 Property"):
- The name of Eman Ali Molla was recorded as Raiyat in the Records of Rights published under the West Bengal Land Reforms Act, 1955 in respect of Dag 1067 Property under L. R. Khatian No. 92.
- 8.2 By a Sale Deed dated 24th January 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 01 to 29 Being No.6376 for the year 2006, the said Eman Ali Molla for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited the Dag 1067 Property, absolutely and forever.
- 8.3 Crescent Griha Nirman Private Limited having purchased the Dag 1067 Property thereafter got itsname recorded in respect of Dag 1067 Property under L.R. Khatian No. 1208 and sold the same to Muchmore VinimayPvt. Ltd., Jannat TradecomPvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., VishnudhamTradeconPvt. Ltd., Delight VintradePvt. Ltd., JagvandanaCommodealPvt. Ltd., Modakpriya Plazza Pvt. Ltd., Khushboo TradeconPvt. Ltd., KailashdhamDealcomPvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal TradecomPvt. Ltd., PanchdhanVyapaarPvt. Ltd., Pranit VinimayPvt. Ltd., Karan VinimayPvt. Ltd., Meantime DealcomPvt. Ltd., Aspire Dealers Pvt. Ltd., ManinagarDealcomPvt. Ltd., Aaren VinimayPvt. Ltd., Primary CommodealPvt. Ltd., Overgrow Plazza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview VinimayPvt. Ltd., Teenlok Nirman Pvt. Ltd. and AanyaCommotradePvt. Ltd. by sale deed dealt in clause 22 hereto.
- 9. Re: L.R. Dag No. 1074 Total Area in Dag 5 Satak, Subject Area 5 Satak ("Dag 1074 Property"):
- 9.1 The name of Panchi Moni Dasi (since deceased) was recorded in respect of Dag 1074 Property under R.S. Khatian No. 141 and L. R. Khatian No.307
- 9.2 The said Panchi Moni Dasi died intestate leaving her surviving (1) Tarapada Mondal (2) (Smt.) Lila Bala Mondal (3) Bhupendra Nath Mondal (4) Nabin Chandra Mondal (5) (Smt.) Rekha Mondal (6) Kanchan Mondal (7) Biswanath Mondal (8) Gita Mondal (9) Samir Mondal (10) Sukumar Mondal (11) Namita Mondal (12) (Smt.)Mira Naskar (13) Chaya Mondal (14) (Smt.) Maya Mondal (15) Saila Bala Mondal (16) (Smt.)Mohin Mondal as her only heirs and legal representatives who all upon her death inherited and became entitled to the Dag 1074 Property, absolutely.
- 9.3 By a Sale Deed dated 27th December 2005 and registered with the District Registrar-II, Barasat, North 24 Parganas in Book I Volume No.I Pages 1 to 21 Being No.14 for the year 2006, the aforesaid heirs of Panchi Moni Debi for the consideration therein mentioned sold conveyed and

transferred unto and to Virtual Vyapaar Private Limited amongst other properties Dag 1074 Property, absolutely and forever.

- 9.4 By a Sale Deed dated 24th April 2006 and registered with the District Sub Registrar- II, Barasat inBook I Volume No.I Pages 1 to 18 Being No.6038 for the year 2006, the said Virtual VyapaarPrivate Limited for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited the Dag 1074 Property, absolutely and forever.
- 9.5 Crescent Griha Nirman Private Limited having purchased the Dag 1074 Property thereafter got itsname recorded in respect of entire 5 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore VinimayPvt. Ltd., Jannat TradecomPvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., VishnudhamTradeconPvt. Ltd., Delight VintradePvt. Ltd., JagvandanaCommodealPvt. Ltd., Modakpriya Plazza Pvt. Ltd., Khushboo TradeconPvt. Ltd., KailashdhamDealcomPvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal TradecomPvt. Ltd., PanchdhanVyapaarPvt. Ltd., Pranit VinimayPvt. Ltd., Karan VinimayPvt. Ltd., Meantime DealcomPvt. Ltd., Aspire Dealers Pvt. Ltd., ManinagarDealcomPvt. Ltd., Aaren VinimayPvt. Ltd., Primary CommodealPvt. Ltd., Overgrow Plazza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview VinimayPvt. Ltd., Teenlok Nirman Pvt. Ltd. and AanyaCommotradePvt. Ltd. by a sale deed dealt in clause 22 hereto.

## 10. Re: L.R. Dag No. 1075 – Total Area in Dag - 32 Satak, Subject Area – 19 Satak ("Dag 1075 Property"):

- 10.1 The name of Ziad Ali Mondal and Syed Ali Mondal were recorded in RS Khatian No. 150 in respect of the Dag 1075 Property and the in the LR records the names of the said Ziad Ali Mondal (LR Khatian 222 13 Sataks), Syed Ali Mondal (LR Khatian 208 13 Sataks) and the name of one Sabujan Bibi (since deceased) (LR Khatian 529 6 Sataks) were recorded.
- By a Sale Deed dated 12th January 2006 and registered with the District Sub Registrar-II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 20 Being No.248 for the year 2006, the saidZiad Ali Mondal for the consideration therein mentioned sold conveyed and transferred unto and to Virtual Vyapaar Private Limited All That portion measuring 12.8 Satak more or less out of the Dag 1075 Property, absolutely and forever.
- By a Sale Deed dated 24th April 2006 and registered with the District Sub Registrar-II, Barasat, North 24 Parganas in Book I Volume No.I Pages 1 to 20 Being No.6025 for the year 2006, the saidVirtual Vyapaar Private Limited for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited its 12.8 Satak more or less out of the Dag 1075 Property, absolutely and forever.
- 10.4 The said Sabujan Bibi, a Mohamaddan, died intestate leaving her surviving Mochtali Molla, Aajan Ali Molla, Rupjan Bibi, Hingljan Bibi and Mourjan Bibi as her only heirs and legal representatives who all upon her death inherited and became entitled to her share in the Dag 1075 Property, absolutely.
- By a Sale Deed dated 5th May 2004 and registered with the Additional District Sub Registrar Bidhannagar in Book I Volume No.180 Pages 1 to 10 Being No.3074 for the year 2004, the said heirs of Sabujan Bibi for the consideration therein mentioned sold conveyed and transferred unto

and to to Rina Majumder and Bijan Kumar Majumder their 6 Satak more or less out of the Dag 1075 Property, absolutely and forever.

- 10.6 By a Sale Deed dated 24th April 2006 and registered with the District Sub Registrar II Barasat, North 24 Parganas in Book I Volume No.362 Pages 125 to 148 Being No.6040 for the year 2006, the said Rina Majumder and Bijan Kumar Majumder for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited their 6 Satak more or less out of the Dag 1075 Property, absolutely and forever.
- 10.7 Crescent Griha Nirman Private Limited having purchased the Dag 1075 Property thereafter got itsname recorded in respect of entire 19 Sataks under L.R. Khatian No. 1208 and sold the same to Makelife Promoters Pvt. Ltd., Murlidhar DealcomPvt. Ltd., Roselife Plazza Pvt. Ltd., RangarangDealcomPvt. Ltd., LinkstarAppartmentsPvt. Ltd., LaxmidhanVincomPvt. Ltd., LabheshwariCommodealPvt. Ltd., Kesarinandan VyaparPvt. Ltd., Kailashdham Residency Pvt. Ltd., FunideaDealcommPvt. Ltd., DhanaashaCommodealPvt. Ltd., ArrowlineCommodealPvt. Ltd., ApnapanTradecomPvt. Ltd. by a sale deed dealt in clause 22 hereto.
- 11. Re: L.R. Dag No. 1076 Total Area in Dag 28 Satak, Subject Area 28 Satak ("Dag 1076 Property"):
- 11.1 The name of the Moktar Gazi (since deceased) is recorded in RS Khatian No. 155 in respect of Dag 1076 Property.
- 11.2 The said Moktar Gazi, a Mohamaddan, died intestate leaving him surviving his four sons ChunnatGazi, Yakub Gazi, Ansar Gazi and Abed Ali Gazi as his only heirs and legal representatives who all inherited and became entitled to the Dag 1076 Property, absolutely. The names of Chunnat Gazi, Yakub Gazi, Ansar Gazi and Abed Ali Gazi were recorded as Raiyat in the Records of Rights published under the West Bengal Land Reforms Act, 1955 under L. R. Khatian Nos. 196, 93, 43 and 53.
- By a Sale Deed dated 6th February 2006 and registered with the District Registrar-II Barasat, North24 Parganas in Book I Volume No.1 Pages 1 to 15 Being No.1206 for the year 2006, the said Chunnat Gazi, Yakub Gazi, Ansar Gazi and Abed Ali Gazi for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited the Dag 1076 Property, absolutely and forever.
- 11.4 Crescent Griha Nirman Private Limited having purchased the Dag 1076 Property thereafter got itsname recorded in respect of entire 28 Sataks under L.R. Khatian No. 1208 and sold the same to Makelife Promoters Pvt. Ltd., Murlidhar DealcomPvt. Ltd., Roselife Plazza Pvt. Ltd., RangarangDealcomPvt. Ltd., LinkstarAppartmentsPvt. Ltd., LaxmidhanVincomPvt. Ltd., LabheshwariCommodealPvt. Ltd., Kesarinandan VyaparPvt. Ltd., Kailashdham Residency Pvt. Ltd., FunideaDealcommPvt. Ltd., DhanaashaCommodealPvt. Ltd., ArrowlineCommodealPvt. Ltd., ApnapanTradecomPvt. Ltd. by a sale deed dealt in clause 22 hereto.
- 12. Re: L.R. Dag No. 1077 Total Area in Dag 26 Satak, Subject Area 26 Satak ("Dag 1077 Property"):
- 12.1 The name of Khetranath Bhattacharjee (since deceased) is recorded in R.S Khatian No. 386 in respect of the Dag 1077 Property.

12.2 The said Khetrananth Bhattacharjee a Hindu governed by the Dayabhaga School of Hindu Lawdiedintestate leaving him survivinghis four sons namely Biswanath Bhattacharjee, Sambhunath Bhattacharjee (since deceased), Rabindra Nath Bhattacharjee (since deceased) and Sankar Nath Bhattacharya as his only heirs and legal representatives who all upon his death inherited and became entitled to the Dag 1077 Property, absolutely. The names of the said Biswanath Bhattacharjee, Sambhunath Bhattacharjee, Rabindra Nath Bhattacharjee and Sankar Nath Bhattacharya were also recorded as Raiyats in the Records of Rights published under the West Bengal Land Reforms Act, 1955 under L. R. Khatian Nos. 342, 472, 424 and 470.

#### 12.3 Sankar's sale:

- a) By a Sale Deed dated 5th November 1986 and registered with the Additional District Sub RegistrarBidhannagar in Book I Volume No.153 Pages 263 to 270 Being No.7989 for the year 1986, the said Sankar Nath Bhattacharya for the consideration therein mentioned sold conveyed and transferred 10.40 Satak out of the Dag 1077 Property to one Mastan Ali Molla and Enat Ali Molla, absolutely and forever.
- b) By a Sale Deed dated 5th November 1986 and registered with the Additional District Sub RegistrarBidhannagar in Book I Volume No.153 Pages 271 to 278 Being No.7990 for the year 1986, the said Sankar Nath Bhattacharya for the consideration therein mentioned sold conveyed and transferred 15.60 Satak out of the Dag 1077 Property to one Yusuf Ali Molla, Mansur Ali Molla and Ashraf Ali Molla (since deceased), absolutely and forever.
- 12.3.1 The said Ashraf Ali Molla, a Mohamaddan, died intestate on 20th December 2007 issueless but married leaving him surviving his wife Lalbanu Bibi (also known as Lal Bibi), four brothers namely one Yusuf Ali Molla, Mansur Ali Molla, Mastan Ali Molla and Enat Ali Molla and two sisters namely the said Roufan Bibi and JelopanMollaas his only heirs and legal representatives who all upon his death inherited and became entitled to his share in Dag 1077 Property.
- 12.3.2 By a Sale Deed dated 23rd December 2014 and registered with the Additional District Sub Registrar Rajarhat in Book I Volume No.23 Pages 10989 to 11011 Being No.14307 for the year 2014, the said Lalbanu Bibi for the consideration therein mentioned sold conveyed and transferredunto and to Mithil Tradecom Private Limited, Bluesnow Niketan Private Limited, SubhkariDealcom Private Limited, BrijdharaTradecom Private Limited, Jagvandana Constructions Private Limited, DeepshikahVincom Private Limited and Bosslife Enclave Private Limited 1.3 Satak out of Dag 1077 Property, absolutely and forever.
- 12.3.3 The said Mastan Ali Molla, Enat Ali Molla, Yusuf Ali Molla, Mansur Ali Molla, Roufan Bibi and Jelopan Bibi and Crescent Griha Nirman Private Limited sold the Dag 1077 Property by a sale deed as per clause 12.7 below.

#### 12.4 Sambhu's sale:

12.4.1 By a Sale Deed dated 29th January 1969 and registered with the Sub Registrar Cossipore Dum Dum, in Book I Volume No.33 Pages 14 to 17 Being No.1328 for the year 1969, the said ShambhuNath Bhattacharya for the consideration therein mentioned sold conveyed and transferred unto andto one Mamud Ali Molla (since deceased) portion measuring 5 Sataks out of the Dag 1077 Property, absolutely and forever. The name of the said Mamud Ali Molla was recorded as Raiyat

in the Records of Rights published under the West Bengal Land Reforms Act, 1955 in respect of 5 Sataks under L.R. Khatian No. 388.

- 12.4.2 The said Mamud Ali Molla, aMohamaddan, died intestate 25th June 2011 leaving him surviving his six sons namely the said Karim Ali Molla, Munaf Ali Molla, Eman Ali Molla, Aptabuddin Molla, Sahabuddin Molla and Mahiuddin Molla who all upon his death inherited and became entitled to his about 5 Sataks out of the Dag 1077 Property, absolutely.
- 12.4.3 By a Sale Deed dated 17th August 2016 and registered with the Additional District Sub Registrar Rajarhat in Book I Volume No.1523-2016 Pages 277236 to 277262 Being No.152309013 for the year 2016, the said Karim Ali Molla, Munaf Ali Molla, Eman Ali Molla, Aptabuddin Molla, Sahabuddin Molla and Mahiuddin Molla for the consideration therein mentioned sold conveyed and transferred unto and to one Mithil Tradecom Private Limited, Bluesnow Niketan Private Limited, SubhkariDealcom Private Limited, BrijdharaTradecom Private Limited, Jagvandana Constructions Private Limited, DeepshikahVincom Private Limited and Bosslife Enclave Private Limited their about 5 Sataks out of the Dag 1077 Property, absolutely and forever.
- 12.4.4 The said Sambhu Nath Bhattacharya a Hindu governed by the Dayabhaga School of Hindu Lawdied intestate leaving him surviving his wife namely Pratima Bhattacharya, his son namely Amar Bhattachaya and three daughters namely Rama Sardar, Sikha Bhattacharjee and Rekha Bhattacharjee who all upon his death inherited and became entitled to 1.65 Satak out of the Dag 1077 Property, absolutely.
- 12.4.5 By a Sale Deed dated 10th May 2006 and registered with the District Sub Registrar II, Barasat in Book I Volume No.1 pages 1 to 26 Deed No.6291 for the year 2006, the said Pratima Bhattacharya, Amar Bhattachaya, Rama Sardar, Sikha Bhattacharjee and Rekha Bhattacharjee all of whom for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 1.65 Satak out of the Dag 1077 Property, absolutely and forever.

#### 12.5 Biswanath's sale:

- 12.5.1 By a Sale Deed dated 7th November 1986 and registered with the Additional District Sub RegistrarBidhannagar in Book I Volume No.154 Pages 59 to 66 Deed No.8021 for the year 1986, the said Biswanath Bhattacharya for the consideration therein mentioned sold conveyed and transferred unto and to Nazrul Islam Dahli, Emdadul Islam Dhali and Idrish Rahaman Dhali his 6.5 Satak outof Dag 1077 Property, absolutely and forever.
- 12.5.2 By a Sale Deed dated 24th January 2006 and registered with the District Sub Registrar II Barasat in Book I Volume No.I Pages 1 to 29 Deed No.6376 for the year 2006, the said Nazrul Islam Dahli, Emdadul Islam Dhali and Idrish Rahaman Dhali for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited the said 6.5 Satak, absolutely and forever.

#### 12.6 Rabindra's sale:

12.6.1 The said Rabindra Nath Bhattacharya a Hindu governed by the Dayabhaga School of Hindu Lawdied intestate leaving him surviving his wife namely Minati Bhattacharya his son namely Mithun Bhattacharjee and daughter namely Piu (Priya) Bhattcharjee who all upon his death inherited and became entitled to 6 Satak out of the Dag 1077 Property, absolutely.

- 12.6.2 By a Sale Deed dated 20th June 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No.3 Pages 7595 to 7617 Deed No.02431 for the year 2007, the said Minati Bhattacharya, Mithun Bhattacharjee and Piu (Priya) Bhattcharjee for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha NirmanPrivate Limited their 6 Satak out of the Dag 1077 Property, absolutely and forever.
- By a Sale Deed dated 28th November 2014 and registered with the Additional District Sub Registrar Rajarhat in Book I Volume No.21 Pages 11909 to 11941 Being No.13219 for the year 2014, the said Mastan Ali Molla, Enat Ali Molla, Yusuf Ali Molla, Mansur Ali Molla, Roufan Bibi and Jelopan Bibi and Crescent Griha Nirman Private Limitedfor the consideration therein mentioned sold conveyed and transferred unto and to Mithil Tradecom Private Limited, BluesnowNiketan Private Limited, SubhkariDealcom Private Limited, BrijdharaTradecom Private Limited, Jagvandana Constructions Private Limited, DeepshikahVincom Private Limited and Bosslife Enclave Private Limited the Dag 1077 Property, absolutely and forever.
- 12.8 Although not required but by way of abundant caution, about 3.71 satak more or less out of Dag 1077 Property was repurchased by an Indenture of Conveyance dated 12<sup>th</sup> September 2019 and registered with the Additional District Sub Registrar of Rajarhat Book I Volume No.1523-2019 Pages 442559 to 442601 Being No.152311152 for the year 2019 from one Sahid Ali Molla, Md.Imtiyaz for the consideration therein by Bosslife Enclave Private Limited, Deepshika VincomPrivate Limited, Bluesnow Niketan Private Limited, Mithil Tradecom Private Limited, SubhkariDealcom Private Limited, BrijdharaTradecom Private Limited and Jagvandana Constructions Private Limitedabsolutlely and forever.
- 13. Re: L.R. Dag No. 1078 Total Area in Dag 29 Satak, Subject Area 29 Satak ("Dag 1078 Property"):
- 13.1 The name of Jobeda Mondal wife of Moniruddin was recorded in LR Khatian No. 231 in respect of 10 Sataks.
- 13.2 The names of Abbas Ali Mondal (since deceased) and Karim Baksh Mondal (since deceased) bothsons of Keramat Ali were recorded in LR Khatian Nos. 49 and 126 in respect of 4 Sataks each and the name of Amina Khatun Bibi (since deceased) was recorded in LR Khatian No. 54 in respect of 2 Sataks.
- 13.3 The name of Khatunechha Bibi (since deceased) is recorded in respect of 9 Sataks in LR Khatian No. 163.
- 13.4 The said Amina Khatun Bibi, aMohamaddan, died intestate leaving her surviving her son Abdur Rashid Molla as her only heirs and legal representatives who all upon her death inherited and became entitled to her share in Dag 1078 Property, absolutely.
- 13.5 The said Khatun Nechha Bibi, aMohamaddan, died intestate leaving her surviving her daughter JahedaBibi(since deceased) as her only heir and legal representative who upon her death inherited and became entitled to her share in Dag 1078 Property, absolutely.
- 13.6 The said Jaheda Bibi, aMohamaddan, died intestate leaving her surviving her two sons namely Ansaruddin Ahmed and Aftabuddin Ahmed and five daughters namely Sarifa Khatoon, Jarima Begum, Sabera Khatoon, SakilaPurokait and Rasida Khatoonas her only heirs and legal

representatives who all upon her death inherited and became entitled to her share in Dag 1078 Property, absolutely.

- 13.7 The said Abbas Ali, aMohamaddan, died intestate leaving him surviving his three sons namely Subid Ali Molla, Jabed Ali Molla and Ashraf Ali Molla (since deceased) and daughter Hamida Bibias his only heirs and legal representatives who all upon his death inherited and became entitled to his share in Dag 1078 Property, absolutely.
- 13.8 The said Ashraf Ali Molla, a Mohamaddan, died intestate leaving him surviving his wife of Sobejan Bibi two sons namely Sahabuddin Molla, Jane AlamMollaas his only heirs and legal representatives who all upon his death inherited and became entitled to his share in Dag 1078 Property, absolutely.
- 13.9 That the said Karim Baksh, aMohamaddan, died intestate leaving him surviving his wife namely Baharan Bibi (since deceased), three sons namely Atia Rahaman, Afazuddin Molla, Moksed Ali Molla and two daughters namely Rabia Bibi and Achia Bibias his only heirs and legal representativeswho all upon his death inherited and became entitled to his share in Dag 1078 Property, absolutely. The said Baharan Bibi, aMohamaddan, also died leaving her surviving her three sons namely Atia Rahaman, Afazuddin Molla, Moksed Ali Molla and two daughters namelyRabia Bibi and Achia Bibias his only heirs and legal representativeswho all upon her death inherited and became entitled to her share in Dag 1078 Property, absolutely.
- 13.10 By a Sale Deed dated 10th May 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 26 Being No.6291 for the year 2006, the said Jobed Mondal for the consideration therein mentioned sold conveyed and transferred unto andto Crescent Griha Nirman Private Limited 9.67 Satak more or less out of Dag 1078 Property, absolutely and forever.
- 13.11 By a Sale Deed dated 25th January 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 37 Being No.632 for the year 2006, the saidAbdur Rashid Molla, Ansaruddin Ahmed, Aftabuddin Ahmed, Sarifa Khatoon, Jarima Begum, Sabera Khatoon, SakilaPurokait, Rasida Khatoon, Subid Ali Molla, Jabed Ali Molla, Hamida Bibi, Sobejan Bibi, Sahabuddin Molla and Jane Alam Molla for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 15.54 Satak more or less out of Dag 1078 Property, absolutely and forever.
- 13.12 By a Sale Deed dated 6th February 2006 and registered with the District Sub Registrar II, BarasatNorth 24 Parganas in Book I Volume No.1 Pages 1 to 28 Being No.1202 for the year 2006, the said Atia Rahaman, Afazuddin Molla, Moksed Ali Molla, Rabia Bibi and Achia Bibi for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha NirmanPrivate Limited 3.86 Satak out of Dag 1078 Property, absolutely and forever.
- 13.13 Crescent Griha Nirman Private Limited having purchased the Dag 1078 Property thereafter got itsname recorded in respect of entire 29 Sataks under L.R. Khatian No. 1208 and sold the same toMuchmoreVinimayPvt. Ltd., Jannat TradecomPvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., VishnudhamTradeconPvt. Ltd., Delight VintradePvt. Ltd., JagvandanaCommodealPvt. Ltd., Modakpriya Plazza Pvt. Ltd., Khushboo TradeconPvt. Ltd., KailashdhamDealcomPvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal TradecomPvt. Ltd.,

PanchdhanVyapaarPvt. Ltd., Pranit VinimayPvt. Ltd., Karan VinimayPvt. Ltd., Meantime DealcomPvt. Ltd., Aspire Dealers Pvt. Ltd., ManinagarDealcomPvt. Ltd., Aaren VinimayPvt. Ltd., Primary CommodealPvt. Ltd., Overgrow Plazza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview VinimayPvt. Ltd., Teenlok Nirman Pvt. Ltd. and AanyaCommotradePvt. Ltd. Makelife Promoters Pvt. Ltd., Murlidhar DealcomPvt. Ltd., Roselife PlazzaPvt. Ltd., RangarangDealcomPvt. Ltd., LinkstarAppartmentsPvt. Ltd., LaxmidhanVincomPvt. Ltd., LabheshwariCommodealPvt. Ltd., Kesarinandan VyaparPvt. Ltd., Kailashdham Residency Pvt. Ltd., FunideaDealcommPvt. Ltd., DhanaashaCommodealPvt. Ltd., ArrowlineCommodealPvt.Ltd., ApnapanTradecomPvt.Ltd. and Linkplan Residency Pvt. Ltd. by a sale deed dealt in clause 22 hereto.

- 14. Re: L.R. Dag No. 1081 Total Area in Dag 11 Satak, Subject Area 6 Satak ("Dag 1081 Property"):
- 14.1 The name of the Shefali Biswas was recorded as Raiyat in respect of 11 Satak in the Records of Rights published under the Act of 1955 in respect of Dag 1081 Property under L.R. Khatian No. 910.
- 14.2 By a Sale Deed dated 25th January 2006 and registered with the District Sub Registrar-II, Barasatin Book I Volume No.I Pages 1 to 37 Being No.632 for the year 2006, the said Sefali Biswas for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited the Dag 1081 Property, absolutely and forever.
- 14.3 Crescent Griha Nirman Private Limited having purchased the Dag 1081 Property thereafter got itsname recorded in respect of 5 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore Vinimay Pvt. Ltd., Jannat Tradecom Pvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., VishnudhamTradeconPvt. Ltd., Delight VintradePvt. Ltd., JagvandanaCommodealPvt. Ltd., Modakpriya Plazza Pvt. Ltd., Khushboo TradeconPvt. Ltd., KailashdhamDealcomPvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal TradecomPvt. Ltd., PanchdhanVyapaarPvt. Ltd., Pranit VinimayPvt. Ltd., Karan DealcomPvt. Ltd., Aspire Ltd.. Meantime Dealers Pvt. Ltd., ManinagarDealcomPvt. Ltd., Aaren VinimayPvt. Ltd., Primary CommodealPvt. Ltd., Overgrow Plazza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview VinimayPvt. Ltd., Teenlok Nirman Pvt. Ltd. and AanyaCommotradePvt. Ltd. by a sale deed dealt in clause 22 hereto.
- 15. Re: L.R. Dag No. 1082 Total Area in Dag 14 Satak, Subject Area 11 Satak ("Dag 1082 Property") subject area (in terms of order passed on 11/03/2020 by the concerned authorities and so recorded in the record of rights and previously portion of RS Dag no. 1082) 11 Satak ("Dag 1082/1274 Property"):
- 15.1 One Shefali Biswas, Habibar Rahaman and Muzibar Rahaman Middey were the Owners of Dag 1082 Property and their names were recorded as Raiyat in Records of Rights published under the West Bengal Land Reforms Act, 1955 in respect of the same under L.R. Khatian Nos. 910, 579 and 394.
- 15.2 By an Indenture of Gift dated 15th September 2003 and registered with the Additional District SubRegistrar Bidhannagar in Book I Being No.3882 for the 2004, the said Muzibar Rahaman Middeyin consideration of his natural love and affection towards Din Mohammad Middey granted

conveyed and transferred by way of gift to the said Din Mohammad Middey a portion measuring 3 Satak more or less out of Dag 1082 Property, absolutely and forever.

- 15.3 By an Indenture of Gift dated 14th October 2004 and registered with the Additional District Sub Registrar Bidhannnagar in Book I Volume No.429 Pages 229 to 241 Being No.7221 for the year 2004, the said Din Mahammed Middey in consideration out of his natural love and affection towards AbubakkarMiddey granted conveyed and transferred by way of gift to the said AbubakkarMiddey a portion measuring 3 Satak out of Dag 1082 Property, absolutely and forever.
- 15.4 By a Sale Deed dated 25th January 2006 and registered with the District Sub Registrar II. Barasatin Book I Volume No.1 Pages 1 to 37 Being No.632 for the year 2006, the said Sefali Biswas, Habibar Rahaman and Abubakar Middey for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited the Dag 1082 Property, absolutely and forever.
- Crescent Griha Nirman Private Limited having purchased the Dag 1082 Property 15.5 thereafter got itsname recorded in respect of 11 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore VinimayPvt. Ltd., Jannat TradecomPvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., VishnudhamTradeconPvt. Ltd., Delight VintradePvt. Ltd., JagvandanaCommodealPvt. Ltd., Modakpriya Plazza Pvt. Ltd., Khushboo TradeconPvt. Ltd., KailashdhamDealcomPvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal TradecomPvt. Ltd., PanchdhanVyapaarPvt. Ltd., Pranit VinimayPvt. Ltd., Karan DealcomPvt. Ltd., VinimayPvt. Ltd., Meantime Aspire Dealers ManinagarDealcomPvt. Ltd., Aaren VinimayPvt. Ltd., Primary CommodealPvt. Ltd., Overgrow Plazza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview VinimayPvt. Ltd., Teenlok Nirman Pvt. Ltd. and AanyaCommotradePvt. Ltd. by a sale deed dealt in clause 22 hereto.
- 15.6 The said Muchmore VinimayPvt. Ltd and other companies as mentioned in clause 15.5 above applied for mutation of their name in the LR record of rights and pursuant to the said application by an order dated 11/03/2020 passed by the concerned authorities and so recorded in the record of rights the portion of the property purchased became a "Bata Dag" being Dag No. 1082/1274 (previously portion of RS/LR Dag no. 1082) having an area of 11 Satak, more or less.
- 16. Re: L.R. Dag No. 1083 Total Area in Dag 5 Satak, Subject Area 5 Satak ("Dag 1083 Property"):
- 16.1 The name of Sajjed Ali Mondal (since deceased) was recorded in respect of Dag 1083 Property under L.R. Khatian No. 525.
- 16.2 The said Sajjed Ali Mondal, a Mohammadan, died intestate leaving him surviving his seven sons namely Amer Ali Molla, Hakim Ali Molla, Mohiuddin Molla, Mohammed Ali Molla, Mojammel Molla, Mostafa Molla and Jainal Molla as his only heirs and legal representatives who all upon hisdeath inherited and became entitled to the Dag 1083 Property.
- By two Sale Deedsboth dated 20th June 2006 one registered with the District Sub RegistrarII, Barasat in Book I Volume No.3 Pages 7595 to 7617 Being No.02431 for the year 2007 and theanother registered with the District Sub Registrar II, Barasat in Book I Volume No.6 Pages 4467 to 4483 Being No.2220 for the year 2007, the said Amer Ali Molla, Hakim Ali Molla, Mohiuddin

Molla, Mohammed Ali Molla, Mojammel Molla, Mostafa Molla and Jainal Molla for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha NirmanPrivate Limited the Dag 1083 Property, absolutely and forever.

- 16.4 Crescent Griha Nirman Private Limited having purchased the Dag 1083 Property thereafter got itsname recorded in respect of 5 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore Vinimay Pvt. Ltd., Jannat Tradecom Pvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., VishnudhamTradeconPvt. Ltd., Delight VintradePvt. Ltd., JagvandanaCommodealPvt. Ltd., Modakpriya Plazza Pvt. Ltd., Khushboo TradeconPvt. Ltd., KailashdhamDealcomPvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal TradecomPvt. Ltd., PanchdhanVyapaarPvt. Ltd., Pranit VinimayPvt. Ltd., Karan Ltd., Meantime DealcomPvt. Ltd., Aspire Dealers Pvt. Ltd., ManinagarDealcomPvt. Ltd., Aaren VinimayPvt. Ltd., Primary CommodealPvt. Ltd., Overgrow Plazza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., MangalnayakHomes Pvt. Ltd., Highview VinimayPvt. Ltd., Teenlok Nirman Pvt. Ltd. and AanyaCommotradePvt. Ltd. by a sale deed dealt in clause 22 hereto.
- 17. Re: L.R. Dag No. 1084 Total Area in Dag 21 Satak, Subject Area 21 Satak ("Dag 1084 Property"):
- 17.1 The name of Mohammed Molla (since deceased) is recorded in respect of Dag 1084 Property under
- L.R. Khatian No. 512.
  - 17.2 The said Mohammed Molla, a Mohamaddan, died intestate leaving him surviving his wife namely Lal Banu Bibi and son namely Mansoor Ali Mollaas his only heirs and legal representatives who both upon his death inherited and became entitled to his share in Dag 1084 Property, absolutely.
  - 17.3 By a Sale Deed Dated 28th February 2006 and registered with the District Sub Registrar—II, Barasat in Book I Volume No.1 Pages No.1 to 13 Being No.2413 for the year 2006, the said Lal Banu Bibi and Mansoor Ali Molla for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited the Dag 1084 Property, absolutely and forever.
  - 17.4 Crescent Griha Nirman Private Limited having purchased the Dag 1084 Property thereafter got its name recorded in respect of 21 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore VinimayPvt. Ltd., Jannat TradecomPvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., VishnudhamTradeconPvt. Ltd., Delight VintradePvt. Ltd., JagvandanaCommodealPvt. Ltd., Modakpriya Plazza Pvt. Ltd., Khushboo TradeconPvt. Ltd., KailashdhamDealcomPvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal TradecomPvt. Ltd., PanchdhanVyapaarPvt. Ltd., Pranit VinimayPvt. Ltd., Karan Meantime DealcomPvt. Ltd., Aspire VinimayPvt. Ltd., Dealers ManinagarDealcomPvt. Ltd., Aaren VinimayPvt. Ltd., Primary CommodealPvt. Ltd., Overgrow Plazza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview VinimayPvt. Ltd., Teenlok Nirman Pvt. Ltd. and AanyaCommotradePvt. Ltd. by a sale deed dealt in clause 22 hereto.
  - 18. Re: L.R. Dag No. 1085 Total Area in Dag 19 Satak, Subject Area 6 Satak ("Dag 1085 Property") subject area (in terms of order passed on 17/06/2020 by the concerned authorities

# and so recorded in the record of rights and previously portion of RS Dag no. 1085) – 6 Satak("Dag 1085/1275 Property"):

- One Baharan Bibi (since deceased) was the Owner of Dag 1085 Property and her name was recorded as Raiyat in the Records of Rights published under the West Bengal Land Reforms Act, 1955 in respect of the same under L.R. Khatian No. 824.
- 18.2 The said Baharan Bibi, a Mohammadan, died intestate leaving her surviving her three sons namely Atia Rahaman, Afazuddin Mollaand Moksed Ali Molla and two daughters namely Rabia Bibi and Achia Bibi as her only heirs and legal representatives who all upon her death inherited and became entitled to the Dag 1085 Property, absolutely.
- 18.3 By a Sale Deed dated 6th February 2006 and registered with the District Sub Registrar-II, Barasatin Book I Volume No.1 Pages 1 to 28 Being No.1202 for the year 2006, the said Atia Rahaman, Afazuddin Molla, Moksed Ali Molla, Rabia Bibi and Achia Bibi for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited the Dag 1085 Property, absolutely and forever.
- Crescent Griha Nirman Private Limited having purchased the Dag 1085 Property 18.4 thereafter got itsname recorded in respect of 6 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore Vinimay Pvt. Ltd., Jannat Tradecom Pvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., VishnudhamTradeconPvt. Ltd., Delight VintradePvt. Ltd., JagvandanaCommodealPvt. Ltd., Modakpriya Plazza Pvt. Ltd., Khushboo TradeconPvt. Ltd., KailashdhamDealcomPvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal TradecomPvt. Ltd., PanchdhanVyapaarPvt. Ltd., Pranit VinimayPvt. Ltd., Karan DealcomPvt. Ltd., Ltd.. Meantime VinimayPvt. Aspire Dealers ManinagarDealcomPvt. Ltd., Aaren VinimayPvt. Ltd., Primary CommodealPvt. Ltd., Overgrow Plazza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview VinimayPvt. Ltd., Teenlok Nirman Pvt. Ltd. and AanyaCommotradePvt. Ltd. by a sale deed dealt in clause 22 hereto.
- 18.5 The said Muchmore VinimayPvt. Ltd and other companies as mentioned in clause 18.4 above applied for mutation of their name in the LR record of rights and pursuant to the said application by an order dated 17/06/2020passed by the concerned authorities and so recorded in the record of rights the portion of the property purchased became a "Bata Dag" being Dag No. 1085/1275 (previously portion of RS/LR Dag no. 1085) having an area of 6 Satak, more or less.
- 19. Re: L.R. Dag No. 1086 Total Area in Dag 58 Satak, Subject Area previously 44 Satak ("Dag 1086 Property") subject area (after the exchange of 6.74 Satak by a deed of exchange executed and registered on 20/08/2018 and in terms of order passed on 02/09/2020 by the concerned authorities and so recorded in the record of rights and previously portion of RS Dag no. 1086) 38 Satak ("Dag 1086/1277 Property"):
- 19.1 The names of Himangshu Bhattacharya, Sudhangshu Bhattacharya and Ushangini Debi (since deceased) were recorded in RS Khatian No. 523 in respect of 38 Sataks.
- 19.2 The name of Khatunechha Bibi (5.6 Satak), Meher Ali (also known as Mehar Ali Molla, since deceased) (4.8 Satak) and Seher Ali (1.5 Satak) were recorded in RS Khatian No. 73/1.

19.3 The following names are recorded as per LR records:

Khatian No.	Name	Particulars	Area (in satak)
588	Hafijuddin Molla	Son of Meher	2
316	Fajila Bibi	Wife of Meher	0
359	Mohiuddin	Son of Meher	0
274	Nasiruddin	Son of Meher	2
287	Noor Islam	Son of Meher	2
199	Chairuddin	Son of Meher	2
1018	Atab Ali	Son of Soban	2
103	Ushangini	Wife of Sashanka	10
602	Himangshu	Son of Bhupati	12
376	Md Molla	Son of Badan	14

- 19.4 The said Ushangini Debi a Hindu governed by the Dayabhaga School of Hindu Lawdied issuelessleaving her surviving her husband's brothers namely Himangshu Bhattacharya and SudhangshuBhattacharya as her only heirs and legal representatives who both upon her death inherited and became entitled to her share in Dag 1086 Property.
- 19.5 By a sale Deed dated 29<sup>th</sup> September, 1980 and registered with the Sub Registrar Cossipore Dum Dum in Book I Volume No.152 Pages 78 to 80 Being No.7433 for the year 1980, the said Himangshu Bhattacharya and Sudhangshu Bhattacharya for the consideration therein mentioned sold conveyed and transferred unto and to Mohammad Molla portion measuring 16 Sataks out of the said Dag 1086 Property, absolutely and forever and thereafterthe said Mohammad Molla got his name mutated as Raiyat in the Records of Rights published under the West Bengal Land Reforms Act, 1955 under LR Khatian No. 376.
- 19.6 By a Sale Deed dated 1st December 2003 and registered with the Additional District Sub RegistrarBidhannagar in Book I Volume No.577 Pages 247 to 266 Being No.10152 for the year 2003, the said Mohammad Molla for the consideration therein mentioned sold conveyed and transferred unto and to Pradeep Banerjee16 Sataks out of the said Dag 1086 Property, absolutely and forever.
- 19.7 By a Sale Deed dated 6th January 2006 and registered with the District Sub Registrar -II, Barasatin Book I Volume No.1 Pages 1 to 18 Being No.179 for the 2006, the said Pradeep Banerjee for the consideration therein mentioned sold conveyed and transferred unto and to Virtual Vyapaar Private Limited16 Sataks out of the said Dag 1086 Property, absolutely and forever. Virtual Vyapaar sold 16 Sataks to Crescent Griha Nirman Private Limited by a sale deed referred in clause

- 19.8 By a Sale Deed dated 1st October 1982 and registered with the Additional District Sub Registrar Cossipore Dum Dum in Book I Volume No.365 Pages 195 to 200 Being No.9252 for the year 1982the said Himangshu Bhattacharya and Sudhangshu Bhattacharya for the consideration therein mentioned sold conveyed and transferred unto and to one Joydeb Mondal and Baburam Mondal 8 Sataksmore or less out of the said Dag 1086 Property, absolutely and forever.
- 19.9 By a Sale Deed dated 14th March 1984 and registered with the Additional District Sub Registrar Cossipore Dum Dum in Book I Volume No.26 Pages 142 to 146 Deed No.920 for the year 1984, the said Himangshu Bhattacharya for the consideration therein mentioned sold conveyed and transferred unto and to the said Joydeb Mondal and Baburam Mondal another 1 Satak more or less out of the said Dag 1086 Property, absolutely and forever.
- 19.10 By the said sale deed dated 6th January 2006 and registered with the District Sub Registrar -II, Barasat in Book I Volume No.1 Pages 1 to 18 Being No.179 for the 2006, the said Joydeb Mondaland Baburam Mondal for the consideration therein mentioned sold conveyed and transferred unto and to Virtual Vyapaar Private Limited9 Sataks out of the said Dag 1086 Property, absolutely andforever. Virtual Vyapaar sold 9 Sataks to Crescent Griha Nirman Private Limited by a sale deed referred in clause 19.15 hereto.
- 19.11 By a Sale Deed dated 31st July 1984 and registered with the Additional District Sub Registrar Bidhannagar in Book I Volume No.57 Pages 263 to 268 Being No.4287 for the year 1984, the saidHimangshu Bhattacharya for the consideration therein mentioned sold conveyed and transferred unto and to Joinal Abedin Molla (since deceased) 11 Satak out of the said Dag 1086 Property, absolutely and forever.
- 19.12 The said Joynal Abedin Molla, a Mohamaddan, died intestate leaving him surviving his wife namely Marjina Bibi and two sons namely Bapi Molla and Mamtajul Molla and daughter namely Rina Khatun as his only heirs and legal representatives who all upon his death inherited and became entitled to 11 sataks out of the said Dag 1086 Property, absolutely.
- 19.13 By the said sale deed dated 6th January 2006 and registered with the District Sub Registrar -II, Barasat in Book I Volume No.1 Pages 1 to 18 Being No.179 for the 2006, the said Marjina Bibi, Bapi Molla, Mamtajul Molla and Rina Khatun for the consideration therein mentioned sold conveyed and transferred unto and to Virtual Vyapaar Private Limited 11 sataks out of the said Dag1086Property, absolutelyand forever. The said Virtual Vyapaar sold 11 Sataks to Crescent Griha Nirman Private Limited by a sale deed referred in clause 19.15 hereto.
- 19.14 The said Mehar Ali Molla, a Mohamaddan, died intestate leaving him surviving his wife namely Fazila Bibi and five sons Nasiruddin Molla, Noor Islam Molla, Chariuddin Molla, Hafizuddin Molla and Mohiuddin Molla as his only heirs and legal representativeswho all upon his death inherited and became entitled to his share in the said Dag 1086Property, absolutely. The names of the said Fajila Bibi, Nasiruddin Molla, Noor Islam Molla, Chariuddin Molla and Hafizuddin Molla and Mohiuddin Mollahave been recorded as Raiyats in the Records of Rights published under the West Bengal Land Reforms Act, 1955 under LR Khatian Nos.316 (0 Satak), 274 (2 Satak), 287(2 Satak), 199 (2 Satak) and 588 (2 Satak) and 359 (0 Satak). Some of the heirs sold to Crescent Griha Nirman Private Limited as follows:-
- 19.14.1 By a Sale Deed dated 24th January 2006 and registered with the District Sub Registrar-II, Barasatin Book I Volume No.1 Pages 1 to 29 Deed No.6376 for the 2006, the said Hafizuddin Molla for

the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited All That portion 0.97 Satak more or less out of the said Dag 1086Property, absolutely and forever.

- 19.14.2 By a Sale Deed dated 1st June 2005 and registered with the Additional District Sub Registrar Bidhannagar in Book I Being No.3777 for the year 2005, the said Fajila Bibi for the consideration therein mentioned sold conveyed and transferred unto and to Nazimuddin Molla portion measuring
- 0.55 Satak more or less out of the said Dag 1086 Property, absolutely and forever.
  - 19.14.3 The said Mohiuddin Molla, a Mohamaddan, died intestate leaving him surviving his wife namelyRahila Bibi and five sons namely Kutubuddin Molla, Saifuddin Molla, Azizuddin Molla, Nazimuddin Molla, Anichaddin Molla and four daughters namely Sabera Bibi, Manira Bibi, Minara Khatoon and Mansura Khatoon as his only heirs and legal representativeswho all upon herdeath inherited and became entitled to her share in the said Dag 1086Property, absolutely.
  - 19.14.4 By a Sale Deed dated 25th January 2006 and registered with the District Sub Registrar II in BookI Volume No.1 Pages 1 to 37 Being No.632 for the year 2006, the said Nazimuddin Molla, RahilaBibi, Kutubuddin Molla, Saifuddin Molla, Azizuddin Molla, Nazimuddin Molla, Anichaddin Molla, Sabera Bibi, Manira Bibi, Minara Khatoon and Mansura Khatoonfor the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited All That portion measuring 1.14 Satak more or less out of the said Dag 1086Property, absolutely and forever.
  - 19.14.5 By the said Sale Deed dated 6th January 2006 and registered with the District Sub Registrar -II, Barasat in Book I Volume No.1 Pages 1 to 18 Being No.179 for the 2006, the said Nasiruddin Molla and Noor Islam Molla for the consideration therein mentioned sold conveyed and transferredunto and to Virtual Vyapaar Private Limited 3.1 Sataks out of the said Dag 1086Property, absolutely and forever.
  - 19.15 By a Sale Deed dated 24th April 2006 and registered with the District Sub Registrar -II Barasat inBook I Volume No.1 Pages 1 to 19 Being No.6026 for the 2006, the said Virtual Vyapaar Private Limited for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited All That portion measuring 39.1 Satak more or less out of the said Dag 1086 Property, absolutely and forever.
  - 19.16 By a Sale Deed dated 20th June 2006 and registered with the District Sub Registrar -II, Barasat inBook I Volume No.3 Pages 7595 to 7617 Being No.02431 for the year 2007, the said Atab Ali Molla for the consideration therein mentioned sold conveyed and transferred unto and to CrescentGriha Nirman Private Limited 1.55 Satak more or less out of the said Dag 1086Property, absolutelyand forever.
  - 19.17 Crescent Griha Nirman Private Limited having purchased the said Dag 1086 Property thereafter got its name recorded in respect of 44 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore VinimayPvt. Ltd., Jannat TradecomPvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., VishnudhamTradeconPvt. Ltd., Delight VintradePvt. Ltd., JagvandanaCommodealPvt. Ltd., Modakpriya Plazza Pvt. Ltd., Khushboo TradeconPvt. Ltd., KailashdhamDealcomPvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal TradecomPvt. Ltd., PanchdhanVyapaarPvt. Ltd., Pranit VinimayPvt. Ltd., Karan VinimayPvt. Ltd., Meantime

DealcomPvt. Ltd., Aspire Dealers Pvt. Ltd., ManinagarDealcomPvt. Ltd., Aaren VinimayPvt. Ltd., Primary CommodealPvt. Ltd., Overgrow Plazza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview VinimayPvt. Ltd., Teenlok Nirman Pvt. Ltd., Aanya CommotradePvt. Ltd., Makelife Promoters Pvt. Ltd., Murlidhar DealcomPvt. Ltd., Roselife Plazza Pvt. Ltd., RangarangDealcomPvt. Ltd., LinkstarAppartmentsPvt. Ltd., LaxmidhanVincomPvt. Ltd., LabheshwariCommodealPvt. Ltd., Kesarinandan VyaparPvt. Ltd., Kailashdham Residency Pvt. Ltd., FunideaDealcommPvt. Ltd., DhanaashaCommodealPvt. Ltd., ArrowlineCommodealPvt. Ltd. and ApnapanTradecomPvt. Ltd. by a sale deed dealt in clause 22 hereto.

- 19.18 By a deed of exchange dated the 20<sup>th</sup> day of August 2018 executed by and between Muchmore VinimayPvt. Ltd., Jannat TradecomPvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency VishnudhamTradeconPvt. Ltd., Delight VintradePvt. JagvandanaCommodealPvt. Ltd., Modakpriya Plazza Pvt. Ltd., Khushboo TradeconPvt. Ltd., KailashdhamDealcomPvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal TradecomPvt. Ltd., PanchdhanVyapaarPvt. Ltd., Pranit VinimayPvt. Ltd., Karan DealcomPvt. Ltd., Ltd., Meantime Aspire Dealers Pvt. Ltd., VinimayPvt. ManinagarDealcomPvt. Ltd., Aaren VinimayPvt. Ltd., Primary CommodealPvt. Ltd., Overgrow Plazza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview VinimayPvt. Ltd., Teenlok Nirman Pvt. Ltd., Aanya CommotradePvt. Ltd., Makelife Promoters Pvt. Ltd., Murlidhar DealcomPvt. Ltd., Roselife Plazza Pvt. Ltd., RangarangDealcomPvt. Ltd., LinkstarAppartmentsPvt. Ltd., LaxmidhanVincomPvt. Ltd., LabheshwariCommodealPvt. Ltd., Kesarinandan VyaparPvt. Ltd., Residency Pvt. Ltd., FunideaDealcommPvt. Ltd., DhanaashaCommodealPvt. Ltd., ArrowlineCommodealPvt.Ltd. and ApnapanTradecomPvt. Ltd. of the one part being the first party therein and (1) Abdul Khayer Mondal, (2) Abul Siddik Mondal, (3) Abul Kalam Mondal, (4) Abu Taher Mondal And
- (5) Abu Taleb Mondal of the other part being the second party therein, registered in the office of Additional District Sub Registrar, Rajarhat, in Book No. 1, Volume No. 1523-2018, pages from 317778 to 317896 being no. 152309576 for the year 2018 the first parties sold and/or transferred to the second party all that a divided demarcated portion measuring 6.74 satak more or less, out of44 sataks owned by the first party in the said RS and LR Dag no 1086 of the first parties and thusthe First Party was left with the ownership of only 38 satak of land in the said RS/LR Dag No. 1086.
  - 19.19 The first parties thereafter duly made an application for mutation of their respective names in the LR ROR and in terms of the orders passed by the concerned authorities on 02.09.2020 the said RS/LR Dag No. 1086 became a "Bata Dag" being no. 1086/1277 in respect of the land owned by the Owners.
  - 20. Re: L.R. Dag No. 1087 Total Area in Dag 88 Satak, Subject Area previously 50 Satak ("Dag 1087 Property") subject area (after the exchange of 6.74 Satak by a deed of exchange executed and registered on 20/08/2018 and in terms of order passed on 09/07/2020 by the concerned authorities and so recorded in the record of rights and previously portion of RS Dag no. 1087) 57 satak ("Dag 1087/1276 Property"):
  - 20.1 The name of Khetranath Bhattacharya (since deceased) is recorded in respect of 31 Satak under RS Khatian No. 386 and the names of Khatunechha Bibi (about 11 Satak), Mehar Ali Mondal (about 11 Satak) and Jahar Ali Mondal (about 3 Satak).

#### 30 Satak Part:

- 20.1.1 The said Khetranath Bhattacharya a Hindu governed by the Dayabhaga School of Hindu Lawdiedintestate leaving him surviving his four sons namely Sambhu Nath Bhattacharya (since deceased) (8 Satak), Sankar Bhattacharya (8 Satak), Biswanath Bhattacharya (7 Satak) and Rabindranath Bhattacharya (since deceased) (7 Satak) as his only heirs and legal representatives who all upon hisdeath inherited and became entitled to the Dag 1087 Property, absolutely. The names of the said Biswanath Bhattacharjee, Sambhunath Bhattacharjee, Rabindra Nath Bhattacharjee and Sankar Nath Bhattacharya werealso recorded as Raiyats in the Records of Rights published under the West Bengal Land Reforms Act, 1955 in LR Khatian Nos. 472, 470, 342 and 424.
- 20.1.2 By a Sale Deed dated 7th November 2006 registered with the District Sub Registrar II in Book IVolume No.3 Pages 6517 to 6535 Being No.2373 for the year 2007, the said Shankar Bhattacharjeefor the consideration therein mentioned sold conveyed and transferred unto and to Crescent GrihaNirman Private Limited 6.6 Satak more or less out of Dag 1087 Property, absolutely and forever.
- 20.1.3 The said Sambhu Nath Bhattacharyya a Hindu governed by the Dayabhaga School of Hindu Lawdied intestate leaving him surviving his wife namely Pratima Bhattacharyya, his son namely Amar Bhattachayya and three daughters namely Rama Sardar, Sikha Bhattacharjee and Rekha Bhattcharjeeas his only heirs and legal representatives who all upon his death inherited and became entitled to his share in the Dag 1087 Property, absolutely.
- 20.1.4 The Rabindra Nath Bhattacharjee a Hindu governed by the Dayabhaga School of Hindu Lawdiedintestate leaving him surviving his wife namely Minati Bhattacharyya and his son namely Mithun Bhattacharjee and daughter namely Piu (Priya) Bhattcharjeeas his only heirs and legal representatives who all upon his death inherited and became entitled to his share in the Dag 1087 Property, absolutely.
- 20.1.5 By a Sale Deed dated 27th December 2005 registered with the District Registrar-II, Barasat in Book I Volume No.1 Pages 1 to 21 Being No.14 for the year 2006, the said Minati Bhattacharyya, Mithun Bhattacharyya, Piu Bhattacharyya, Pratima Bhattacharyya, Amar Bhattchayya, Rama Sardar, Sikha Bhattacharjee and Rekha Bhattacharjee for the consideration therein mentioned sold conveyed and transferred unto and toVirtual Vyapaar Private Limited their 15 Satak more or less out of Dag 1087 Property, absolutely and forever.
- 20.1.6 By a Sale Deed dated 24th April 2006 registered with the District Sub Registrar- II, Barasat in Book I Volume No.1 Pages 1 to 18 Being No.6038 for the year 2006, the said Virtual Vyapaar Private Limited for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited the said 15 Satak more or less out of Dag 1087 Property, absolutely and forever.
- 20.1.7 The said Biswanath Bhattacharya sold 13 Satak by Sale Deed dated 7th June 1985 and registered with the Additional District Sub Registrar Bidhannagar, in Book I Volume No.81F Pages 167 to 172 Being No.4266 for the year 1985 to Abdur Rahaman Dhali and 20 Satak by Sale Deed dated 7th June 1985 and registered with the Additional District Sub Registrar Bidhannagar, in Book I Volume No.81F Pages 173 to 178 Being No.4267 for the year 1985 to Abdul Rajjak Dhali, AbdulRafique Dhali and Abdul Safique Dhali.

- 20.1.8 By a Sale Deed dated 6th September 2016 and registered with the Additional District Sub Rajarhatin Book I Volume No.1523-2016 Pages 290357 to 290384 Being No.152309513 for the year 2016, the said Abdul Rajjak Dhali, Abdul Rafique Dhali and Abdul SafiqueDhail and Abdur Rahaman Dhali for the consideration therein mentioned sold conveyed and transferred unto and toNirmalmayaCommodeal Private Limited, Mithil Tradecom Private Limited, Bluesnow NiketanPrivate Limited, Jagvandana Constructions Private Limited, Deepshika Vincom Private Limited, Bosslife Enclave Private Limited their 8 Satak more or less out of Dag 1087 Property, absolutely and forever. In this Deed the sellers accepted their ownership of only 8 Sataks and disclaimed theright in respect of the remaining part of the Dag 1087 Property.
- 20.1.9 Although not required but by way of abundant caution, a portion measuring 4.71 satak more or less out of Dag 1087 Property was repurchased by an Indenture of Conveyance dated 13th December 2019 and registered with the Additional District Sub Registrar of Rajarhat Book I Volume No.1523-2020 Pages 4880 to 4936 Being No.152315616 for the year 2019 from one Jyotsna Bibi, Serina Bibi and Akibul Islam for the consideration therein mentioned by Muchmore Vinimay Private Limited, Jannat Tradecom Private Limited, Welltime Tie-up Private Limited, Meantime Developers Private Limited, Dhanaasha Homes Private Limited, Labheshwari Residency Private Limited., VishnudhamTradecon Private Limited. Delight Vintrade Private Limited, JagvandanaCommodeal Private Limited, Modakpriya Plazza Private Limited, Khushboo Tradecon Private Limited, KailashdhamDealcom Private Limited, Moriya Enclave Private Limited, Funidea Towers Private Limited, Safal Tradecom Private Limited, PanchdhanVyapaar Private Limited, Pranit Vinimay Private Limited, Karan Vinimay Private Limited, Meantime Dealcom Private Limited. Aspire Dealers Private Limited, ManinagarDealcom Private Limited, Aaren Vinimay Private Limited, Primary Commodeal Private Limited, Overgrow Plazza Private Limited, Nirmalkunj Highrise Private Limited, Mangalnayak Homes Private Limited. Highview Vinimay Private Limited., Teenlok Nirman Private Limited, Aanya Commotrade Private Limited., Makelife Promoters Private Limited, Murlidhar Dealcom Private Limited., Roselife Plazza Private Limited, RangarangDealcom Private Limited, LinkstarAppartments Private Limited. LaxmidhanVincom Private Limited. LabheshwariCommodeal Private Limited, Kesarinandan Vyapar Private Limited, Kailashdham Residency Private Limited, FunideaDealcomm Private Limited. DhanaashaCommodeal Private Limited, ArrowlineCommodeal Private Limited, ApnapanTradecom Private Limited. Linkplan Residency Private Limited. Mithil Tradecom Private Limited, Bluesnow Niketan Private Limited, Jagvandana Constructions Private Limited, Deepshika Vincom Private Limited, Bosslife Enclave Private Limited and NirmalmayaCommodeal Private Limited and Dipak Bhattacharjee confirmed such sale.

#### 20.2 20 Satak Part:

20.2.1 The said Mehar Ali Molla, aMohamaddan, died intestate leaving him surviving his wife namely Fazila Bibi and five sons namely Nasiruddin Molla, Noor Islam Molla, ChariuddinMolla, Hafizuddin Molla and Machiuddin Molla as his only heirs and legal representatives who all upon his death inherited and became entitled to his share in Dag 1087 Property, absolutely. The names of the said Fazila Bibi, Nasiruddin Molla, Noor Islam Molla, Chariuddin Molla and Hafizuddin Molla and Machiuddin Molla have been recorded as Raiyats in the Records of Rights published under the West Bengal Land Reforms Act, 1955 under LR Khatian

Nos.316 (4 Satak), 274 (5 Satak), 287(5 Satak), 199 (5 Satak) and 588 (6 Satak) and 359 (5 Satak). Some of the heirs sold to Crescent Griha Nirman Private Limited as follows:-

- 20.2.2 By a Sale Deed dated 24th January 2006 and registered with the District Sub Registrar-II, Barasatin Book I Volume No.1 Pages 1 to 29 Deed No.6376 for the 2006, the said Hafizuddin Molla for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 5.90 Satak more or less out of Dag 1087 Property, absolutely and forever.
- 20.2.3 By a Deed of Gift dated 24th August 2004 and registered with the Additional District Sub RegistrarBidhannagar in Book I Volume No.92 Pages 195 to 207 Deed No.1531 for the year 2005, the saidChariuddin Molla in consideration of his natural love and affection towards Noor Islam Molla granted conveyed and transferred to Noor Islam Molla by way of gift All That portion measuring
- 2.90 Satak more or less out of Dag 1087 Property, absolutely and forever.
  - 20.2.4 By a Sale Deed dated 24th April 2006 registered with the District Sub Registrar II Barasat in BookI Volume No.362 Pages 125 to 148 Being No.6040 for the year 2006, the said Nasiruddin Molla and Noor Islam Molla for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited their 12.70 Satak more or less out of Dag 1087 Property, absolutely and forever.
  - 20.2.5 The said Mohiuddin Molla, a Mohamaddan, died intestate leaving him surviving his wife namelyRahila Bibi and his five sons namely Kutubuddin Molla, Saifuddin Molla, Azizuddin Molla, Nazimuddin Molla, Anichaddin Molla and four daughters namely Sabera Bibi, Manira Bibi, Minara Khatoon and Mansura Khatoon as his only heirs and legal representativeswho all upon herdeath inherited and became entitled to her share in Dag 1087 Property, absolutely.
  - 20.2.6 By a Sale Deed dated 25th January 2006 and registered with the District Sub Registrar II in Book I Volume No.1 Pages 1 to 37 Being No.632 for the year 2006, Rahila Bibi, Kutubuddin Molla, Saifuddin Molla, Azizuddin Molla, Nazimuddin Molla, Anichaddin Molla, Sabera Bibi, Manira Bibi, Minara Khatoon and Mansura Khatoonfor the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 4.91 Satak more or less out of Dag 1087 Property, absolutely and forever.
  - 20.3 The name of Atab Ali Molla is recorded as Raiyat in the Records of Rights published under the West Bengal Land Reforms Act, 1955 in respect of 2 Satak out of Dag 1087 Property under LR Khatian No. 1018.
  - 20.4 By a Sale Deed dated 20th June 2006 registered with the District Sub Registrar-II, Barasat in BookI Volume No.3 Pages 7595 to 7617 Deed No.02431 for the year 2007, the said Atab Ali Molla forthe consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 1.99 Satak more or less out of Dag 1087 Property, absolutely and forever.
  - 20.5 Crescent Griha Nirman Private Limitedhaving purchased about 47.1 Satak out of Dag 1087 Property thereafter got its name recorded in respect of 44 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore VinimayPvt. Ltd., Jannat TradecomPvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., VishnudhamTradeconPvt. Ltd., Delight VintradePvt. Ltd., JagvandanaCommodealPvt. Ltd., Modakpriya Plazza Pvt. Ltd., Khushboo TradeconPvt. Ltd., KailashdhamDealcomPvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal TradecomPvt. Ltd.,

PanchdhanVyapaarPvt. Ltd., Pranit VinimayPvt. Ltd., Karan VinimayPvt. Ltd., Meantime DealcomPvt. Ltd., Aspire Dealers Pvt. Ltd., ManinagarDealcomPvt. Ltd., Aaren VinimayPvt. Ltd., Primary CommodealPvt. Ltd., Overgrow Plazza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview VinimayPvt. Ltd., Teenlok Nirman Pvt. Ltd. and AanyaCommotradePvt. Ltd. Makelife Promoters Pvt. Ltd., Murlidhar DealcomPvt. Ltd., Roselife PlazzaPvt. Ltd., RangarangDealcomPvt. Ltd., LinkstarAppartmentsPvt. Ltd., LaxmidhanVincomPvt. Ltd., LabheshwariCommodealPvt. Ltd., Kesarinandan VyaparPvt. Ltd., Kailashdham Residency Pvt. Ltd., FunideaDealcommPvt. Ltd., DhanaashaCommodealPvt.Ltd., ArrowlineCommodealPvt.Ltd., ApnapanTradecomPvt.Ltd. and Linkplan Residency Pvt. Ltd. by sale deed dealt in clause 22hereto.

- 20.5.1 Pursuant to the purchase of the land the said Muchmore Vinimay Private Limited and 48 other companies became the owner of the land respectively purchased by them from the said Crescent Griha Nirman Pvt Ltd aggregating to a total of 50 satak of land in the said R.S./L.R. Dag No. 1087.
- 20.5.2 By a deed of exchange dated the 20<sup>th</sup> day of August 2018 executed by and between Muchmore VinimayPvt. Ltd., Jannat TradecomPvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Ltd.. Pvt. Ltd.. VishnudhamTradeconPvt. Deliaht VintradePvt. JagvandanaCommodealPvt. Ltd., Modakpriya Plazza Pvt. Ltd., Khushboo TradeconPvt. Ltd., KailashdhamDealcomPvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal TradecomPvt. Ltd., PanchdhanVyapaarPvt. Ltd., Pranit VinimayPvt. Ltd., Karan Ltd., Meantime DealcomPvt. Ltd., Aspire Dealers Pvt. Ltd., ManinagarDealcomPvt. Ltd., Aaren VinimayPvt. Ltd., Primary CommodealPvt. Ltd., Overgrow Plazza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview VinimayPvt. Ltd., Teenlok Nirman Pvt. Ltd., Aanya CommotradePvt. Ltd., Makelife Promoters Pvt. Ltd., Murlidhar DealcomPvt. Ltd., Roselife Plazza Pvt. Ltd., RangarangDealcomPvt. Ltd., LinkstarAppartmentsPvt. Ltd., LaxmidhanVincomPvt. Ltd., LabheshwariCommodealPvt. Ltd., Kesarinandan VyaparPvt. Ltd., Residency Pvt. Ltd., FunideaDealcommPvt. Ltd., DhanaashaCommodealPvt. Ltd., ArrowlineCommodealPvt.Ltd. and ApnapanTradecomPvt. Ltd. of the one part being the first party therein and (1) Abdul Khayer Mondal, (2) Abul Siddik Mondal, (3) Abul Kalam Mondal, (4) Abu Taher Mondal And
- (5) Abu Taleb Mondalof the **other part** being the second party therein, registered in the office of Additional District Sub Registrar, Rajarhat, in Book No. 1, Volume No. 1523-2018, pages from 317778 to 317896 being no. 152309576 for the year 2018 the second party therein sold and/or transferred to the first party therein all that a divided demarcated portion measuring 6.74 satak more or less, out of 6.74 sataks (from out of total 88 sataks) owned by the second party therein inthe said RS and LR Dag no 1087 recorded in 10 LR Khatians of the second party therein and thusthe first party therein became the owner of the said 6.74 satak of land.
  - 20.5.3 The said Muchmore VinimayPvt. Ltd and 48 other companies as mentioned above, thus, became the owner of 57 satak of land in the said RS/LR Dag No. 1087.
  - 20.5.4 The said Muchmore VinimayPvt. Ltd and 48 other companies thereafter duly made an application for mutation of their respective names in the LR ROR and in terms of the orders passed by the concerned authorities on 09.07.2020 the said RS/LR Dag No. 1087 became a "Bata Dag" being no. 1087/1276.

## 21. Re: R.S. and L.R. DAG No. 1088: Total Area in Dag -28 Satak, Subject Area -19 Satak ("Dag 1088 Property"):

- 21.1 The names of Subal Chandra Mondal (since deceased), Sanyasi Charan Mondal and Arjun CharanMondal were recorded in respect of Dag 1088 Property under RS Khatian No. 355 and as Raiyatsin the Records of Rights published under the West Bengal Land Reforms Act, 1955 under LR Khatian Nos. 17 (10 Satak ArjunCharan Mondal), 558 (9 Satak SubalChandra Mondal) and 493(9 Satak SanyasiCharan Mondal).
- 21.2 The said Subal Chandra Mondal a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his wife namely (Smt.) Subhadra Mondal and three sons namely Jaydeb Mondal, Baburam Mondal and Sanjay Mondal and five daughters namely Smt. Baruni Naskar, Smt. Mina Das, Smt. Jhunu Mondal, Smt. Ranu Naskar and Smt. Sumita Mondalas his only heirs and legal representatives who all upon his death inherited and became entitled to the Dag 1088 Property, absolutely.
- 21.3 By an Indenture of Gift dated 11th March 2005 and registered with the Additional District Sub Registrar Bidhannagar in Book I Volume No.228 Pages 290 to 302 Being No.3759 for the year 2005, the said Subhadra Mondal, Baruni Naskar, Mina Das and Jhunu Mondal, Runu Naskar and Sumita Mondal in consideration of their natural love and affection towards the said Jaydeb Mondal, Baburam Mondal and Sanjay Mondal granted conveyed and transferred by way of gift to the said Jaydeb Mondal, Baburam Mondal and Sanjay Mondal their 6 Satak out of the Dag 1088 Property, absolutely and forever.
- 21.4 By a Sale Deed dated 14th September 2005 and registered with the District Registrar Barasat in Book I Being No.5471 for the year 2005, the said Arjun Charan Mondal, Jaydeb Mondal, BaburamMondal and Sanjay Mondal for the consideration therein mentioned sold conveyed and transferred unto and to Navketan Enterprise the Dag 1088 Property, absolutely and forever.
- 21.5 By a Sale Deed dated 24th April 2006 registered with the District Sub Registrar II Barasat in BookI Volume No.I Pages 1 to 14 Being 6039 for the year 2006, the said Navketan Enterprise for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited the Dag 1088 Property, absolutely and forever.
- Crescent Griha Nirman Private Limitedhaving purchased about 19 Satak out of Dag 1088 21.6 Propertythereafter got its name recorded in respect of 19 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore VinimayPvt. Ltd., Jannat TradecomPvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., VishnudhamTradeconPvt. Ltd., Delight VintradePvt. Ltd., JagvandanaCommodealPvt. Ltd., Modakpriya Plazza Pvt. Ltd., Khushboo TradeconPvt. Ltd., KailashdhamDealcomPvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal TradecomPvt. Ltd., PanchdhanVyapaarPvt. Ltd., Pranit VinimayPvt. Ltd., Karan VinimayPvt. Ltd., Meantime DealcomPvt. Ltd., Aspire Dealers Pvt. Ltd., ManinagarDealcomPvt. Ltd., Aaren VinimayPvt. Ltd., Primary CommodealPvt. Ltd., Overgrow Plazza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview VinimayPvt. Ltd., Teenlok Nirman Pvt. Ltd. and AanyaCommotradePvt. Ltd. Makelife Promoters Pvt. Ltd., Murlidhar DealcomPvt. Ltd., Roselife Plazza Pvt. Ltd., RangarangDealcomPvt. Ltd., LinkstarAppartmentsPvt. Ltd., LaxmidhanVincomPvt. Ltd., LabheshwariCommodealPvt. Ltd., Kesarinandan VyaparPvt. Ltd., Kailashdham Residency

Pvt. Ltd., FunideaDealcommPvt. Ltd., DhanaashaCommodealPvt. Ltd., ArrowlineCommodealPvt. Ltd., ApnapanTradecomPvt.Ltd. and Linkplan Residency Pvt. Ltd. by a sale deed dealt in clause 22 hereto.

### 22. Sale by Crescent Griha Nirman Private Limited and Current Owners:

22.1 Save a few sales mentioned above, Crescent Griha Nirman Private Limited has sold its purchasedareas as follows:-

SL NO.	Dag	Area	Owners	Particulars of Deed
1	1061	48 satak	Muchmore     Vinimay Pvt.     Ltd.     Jannat	A1. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in
2	1062	9 Satak out of 46 Satak	TradecomPvt. Ltd. 3. Welltime Tie- upPvt. Ltd.	Book I, Volume 1523- 2016, Pages 311394 to 311432, Being No. 152310262 for the year 2016.
3.	1065	4 Satak out of 7 Satak	4. Meantime Developers Pvt.Ltd. 5. Dhanaasha	A2. Sale Sector-III Post Office Purbachal Police Station Bidhan
4	1067	6 Satak	HomesPvt. Ltd.  6. Labheshwari Residency Pvt.Ltd.	Nagar(Sout h) Kolkata- 700009.09.2016 registered with ADSR Rajarhat, in Book I,
5	1074	5 Satak	7. VishnudhamTra decon Pvt. Ltd. 8. Delight VintradePvt. Ltd.	Volume1523-2016, Pages 310400 to 31438, Being No. 152310253 for the year 2016
6	1078	1 Satak out of 29 Satak	9. JagvandanaCo mmodeal Pvt. Ltd.	A3. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-
7	1079	33 Satak out of 35 Satak	10. Modakpriya Plazza Pvt. Ltd. 11. Khushboo	2016, Pages 310439 to 31476, Being No. 152310254 for the year 2016
8	1080	37 Satak	Tradecon Pvt. Ltd.  12. KailashdhamDea lcom Pvt. Ltd.  13. Moriya EnclavePvt. Ltd.  14. Funidea TowersPvt. Ltd.	A4. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523- 2016, Pages 311238 to 311276, Being No. 152310255 for the year 2016 A5. Sale Deed dated 28.09.2016 registered with ADSR

SL NO.	Dag	Area	Owners	Particulars of Deed
9	1081	5.5 Satak out of 11 Satak	15. Safal Tradecom Pvt. Ltd. 16. PanchdhanVyap aar Pvt. Ltd.	Rajarhat, in Book I, Volume1523-2016, Pages 311277 to 311315, Being No.
10	1082	11 Satak out of 14 Satak	17. Pranit VinimayPvt. Ltd. 18. Karan	152310256 for the year 2016  A6. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in
11	1083	5 Satak	VinimayPvt. Ltd. 19. Meantime Dealcom Pvt.	Book I, Volume 1523- 2016, Pages 311316 to 311354, Being No. 152310257 for the year
12	1084	21 Satak	Ltd. 20. Aspire Dealers Pvt. Ltd.	2016.  A7. Sale Deed dated 28.09.2016 registered
13	1085	6.33 Satakout of 19	21. ManinagarDeal com Pvt. Ltd. 22. Aaren	with ADSR Rajarhat, in Book I, Volume , Pages 311433 to 311471 Being No. 152310259 for
14	1086	42 Satak out of 58 Satak	VinimayPvt. Ltd. 23. Primary Commodeal	theyear 2016.  A8. Sale Deed dated 28.09.2016 registered
15	1087	18.1 Satak out of 88 Satak	Pvt.Ltd.  24. Overgrow PlazzaPvt. Ltd.  25. Nirmalkunj Highrise Pvt.	with ADSR Rajarhat, in Book I, Volume 1523- 2016, Pages 311199 to 311237, Being No. 152310265 for the year
16	1088	14 Satak out of 28 Satak	Ltd.  26. Mangalnayak Homes Pvt. Ltd.  27. Highview Vinimay Pvt. Ltd.  28. Teenlok Nirman Pvt. Ltd.  29. Aanya Commotrade	2016.  A9. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 311355 to 311393, Being No. 152310264 for the year 2016.  A10. Sale Deed dated 28.09.2016 registered
			Pvt.Ltd.  Note: Each of the aforesaid 29 New Buyers have purchased 1/29 <sup>th</sup> sharein the property mentioned in SI No. 1to 16.	with ADSR Rajarhat, in Book I, Volume 1523- 2016, Pages 311082 to 311120, Being No. 152310266 for the year 2016. A11. Sale Deed dated 28.09.2016 registered

		with ADSR	

SL NO.	Dag	Area	Owners	Particulars of Deed
				Rajarhat, in Book I, Volume1523-2016, Pages 311121 to 311159, Being No. 152310267 for the year 2016.
				A12. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 311023 to 311061, Being No. 152310269 for the year 2016.
				A13. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523- 2016, Pages 311160 to 311198, Being No. 152310270 for the year 2016.
				A14. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310516 to 310554, Being No. 152310244 for the year 2016.
				A15. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310477 to 310515, Being No. 152310245 for the year 2016.
				A16. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523- 2016, Pages 310555 to 310593, Being No. 152310246 for the year 2016.

SL NO.	Dag	Area	Owners	Particulars of Deed
				A17. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523- 2016, Pages 310633 to 310671, Being No. 152310249 for the year 2016.
				A18. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523- 2016, Pages 310361 to 310399, Being No. 152310250 for the year 2016.
				A19. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523- 2016, Pages 310322 to 310360, Being No. 152310252 for the year 2016.
				A20. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523- 2016, Pages 310594 to 310632, Being No. 152310248 for the year 2016.
				A21. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523- 2016, Pages 310672 to 310710, Being No. 152310241 for the year 2016.
				A22. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523- 2016, Pages 310945 to 310983, Being No.

SL NO.	Dag	Area	Owners	Particulars of Deed
				152310235 for the year 2016.
				A23. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310984 to 311022, Being No. 152310236 for the year 2016.
				A24. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310711 to 310749, Being No. 152310237 for the year 2016.
				A25. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310789 to 310827, Being No. 152310238 for the year 2016.
				A26. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310867 to 310905, Being No. 152310240 for the year 2016.
				A27. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310750 to 310788, Being No. 152310242 for the year 2016.
				A28. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume

SL NO.	Dag	Area	Owners	Particulars of Deed
				1523-2016, Pages 310828 to 310866, Being No. 152310243 for the year 2016.
				A29. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310906 to 310944, Being No. 152310234 for the year 2016.
17	1062	17 satak out of 46 satak	Makelife     Promoters     Pvt.Ltd.	B1. Sale deed dated 13.01.2016 at ADSR Rajarhat, in Book No. I, Volume 1523-2016,
18	1064	7 satak	2. Murlidhar Dealcom Pvt.Ltd.	pages 18460 to 18492, Being No. 152300332 for the year 2016.
19	1065	3 satak out of 7 satak	3. Roselife Plazza Pvt. Ltd. 4. Rangaran	B2. Sale deed dated 13.01.2016 at ADSR Rajarhat, in Book No. I, Volume 1523-2016,
20	1075	19 satak out of 32 satak	<ul><li>g Dealcom</li><li>Pvt.Ltd.</li><li>5. Linkstar</li></ul>	pages 18493 to 18525, Being No. 152300333 for the year 2016.
21	1076	28 satak	Appartment sPvt. Ltd.	B3. Sale deed dated 13.01.2016 at ADSR
22	1078	24 satak out of 29 satak	6. Laxmidha nVincom Pvt. Ltd.	Rajarhat, in Book No. I, Volume 1523-2016, pages 18233 to 18265, Being No. 152300326 for
23	1079	2 satak out of 35	7. Labheshwari Commodeal Pvt.Ltd.	the year 2016.  B4. Sale deed dated  13.01.2016 at ADSR
24	1086	2 satak out of 58 satak	8. Kesarinanda nVyapar Pvt. Ltd. 9. Kailashdham	Rajarhat, in Book No. I, Volume 1523-2016, pages 18167 to 18199, Being No. 152300322 for
25	1087	25 satak out of 88 satak	Residency Pvt. Ltd.  10. Funidea Dealcomm Pvt. Ltd.	the year 2016.  B5. Sale deed dated  13.01.2016 at ADSR  Rajarhat, in Book No. I,  Volume 1523-2016,  pages 18394 to 18426, Being

SL NO.	Dag	Area	Owners	Particulars of Deed
26	1088	3 satak out of 28 satak	11. Dhanaasha Commodeal Pvt.Ltd. 12. Arrowline Commodeal Pvt.Ltd. 13. Apnapan Tradecom	No. 152300323 for the year 2016.  B6. Sale deed dated 13.01.2016 at ADSR Rajarhat, in Book No. I, Volume 1523-2016, pages 18361 to 18393, Being No. 152300330 for
			Pvt.Ltd.  Note: Each of the aforesaid 13 New Buyers  hav e purchased 1/13 <sup>th</sup> sharein the property	the year 2016.  B7. Sale deed dated 13.01.2016 at ADSR Rajarhat, in Book No. I, Volume 1523-2016, pages 18266 to 18298, Being No. 152300328 for the year 2016.
			mentioned in SI No. 17to 26.	B8. Sale deed dated 13.01.2016 at ADSR Rajarhat, in Book No. I, Volume 1523-2016, pages 18328 to 18360, Being No. 152300327 for the year 2016.
				B9. Sale deed dated 13.01.2016 at ADSR Rajarhat, in Book No. I, Volume 1523-2016, pages 18200 to 18232, Being No. 152300325 for the year 2016.
				B10. Sale deed dated 13.01.2016 at ADSR Rajarhat, in Book No. I, Volume 1523-2016, pages 18100 to 18133, Being No. 152300321 for the year 2016.
				B11. Sale deed dated 13.01.2016 at ADSR Rajarhat, in Book No. I, Volume 1523-2016, pages 18134 to 18166, Being No. 152300316 for the year 2016.
				B12. Sale deed dated 13.01.2016 at ADSR

	Rajarhat, in Book

SL NO.	Dag	Area	Owners	Particulars of Deed
				No. I, Volume 1523-2016, pages 18427 to 18459, Being No. 152300331 for the year 2016.
				B13. Sale deed dated 13.01.2016 at ADSR Rajarhat, in Book No. I, Volume 1523-2016, pages 18067 to 18099, Being No. 152300317 for the year 2016.
27	1078	4 satak out of 28 satak	Linkplan Residency Pvt.Ltd.	C1. Sale deed dated 13.05.2016 at ADSR Rajarhat, in Book No. I, Volume 1523-2016,
28	1087	4 satak out of 88 satak		pages 164792 to 164813, Being No. 152305257 for theyear 2016.
29	1088	2 satak out of 28 satak		

- **23.** The owners caused their names to be mutated in the LR records under LR Khatian Nos. 3111, 3112, 3113, 3114, 3115, 3116, 3117. 3118, 3119, 3120, 3121, 3122, 3123, 3124, 3125, 3126, 3127,3129, 3130, 3131, 3132, 3133, 3134, 3135, 3136, 3137, 3138, 3139, 3140, 2991, 2992, 2993, 2994,2995, 2996, 2997, 2998, 2999, 3000, 3001, 3002, 3003, 2858, 2859, 2860, 2861, 2862, 2863, 2864,3149 and 3054.
- 24. By a Deed of Exchange dated 20th August 2018 made between (1) Muchmore Vinimay Private Limited, (2) Jannat Tradecom Private Limited, (3) Welltime Tie-Up Private Limited, (4) Meantime Developers Private Limited, (5) Dhanaasha Homes Private Limited, (6) Labheshwari Residency Private Limited, (7) VishnudhamTradecon Private Limited, (8) Delight Vintrade Private Limited,
  - (9) JagvandanaCommodeal Private Limited, (10) Modakpriya Plazza Private Limited, (11) Khushboo Tradecon Private Limited, (12) KailashdhamDealcom Private Limited, (13) Moriya Enclave Private Limited, (14) Funidea Towers Private Limited, (15) Safal Tradecom Private Limited, (16) PanchdhanVyapaar Private Limited, (17) Pranit Vinimay Private Limited, (18) Karan Vinimay Private Limited, (19) Meantime Dealcom Private Limited, (20) Aspire Dealers Private Limited, (21) ManinagarDealcom Private Limited, (22) Aaren Vinimay Private Limited, (23) Primary Commodeal Private Limited, (24) Overgrow Plazza Private Limited, (25) Nirmalkunj Highrise Private Limited, (26) Mangalnayak Homes Private Limited, (27) Highview Vinimay Private Limited, (28) Teenlok Nirman Private Limited, (29) Aanya Commotrade Private Limited, (30) Makelife Promoters Private Limited, (31) Murlidhar Dealcom Private Limited, (32) Roselife Plazza Private Limited, (33) Rangarang Dealcom Private Limited, (34) Linkstar Appartments

Private Limited, (35) LaxmidhanVincom Private Limited, (36) LabheshwariCommodeal Private Limited, (37) Kesarinandan Vyapar Private Limited, (38) Kailashdham Residency Private Limited,

- (39) FunideaDealcomm Private Limited, (40) DhanaashaCommodeal Private Limited, (41) ArrowlineCommodeal Private Limited and (42) ApnapanTradecom Private Limited as the First Parties and (1) Abdul Khayer Mondal, (2) Abul Siddik Mondal, (3) Abul Kalam Mondal, (4) AbuTaher Mondal And (5) Abu Taleb Mondal as the Second Parties and registered with Additional District Sub-Registrar, Rajarhat, New Town, North 24 Parganas in Book I Volume No. 1523-2018Pages 317778 to 317896 Being No. 152309576 for the year 2018, the said Muchmore Vinimay Private Limited & 41 others conveyed and transferred their divided and demarcated portion measuring 6.74 Sataks more or less out of the 44 Sataks in R.S. and L.R. Dag No. 1086 in favour of the said Abdul Khayer Mondal & 4 others and in exchange the said Abdul Khayer Mondal & 4 others conveyed and transferred their divided and demarcated portion measuring 6.74 Sataks in the said Dag No. 1087 in favour of the said Muchmore Vinimay Private Limited & 41 others, absolutely and forever.
  - 25. By the Development Agreement the Owners, inter alia, did thereby grant to the Promoter the exclusive right to develop the said Land by constructing the Buildings at the Project for mutual benefits and for the consideration and on the terms and conditions therein contained. Under and interms, of the Development Agreement, it was, inter alia, agreed between the Owners and the Promoter as follows:-
  - i. The said Land shall be developed in multiple phases at the discretion of the Promoter
  - ii. The consideration receivable from sale of the Units (including the Designated Apartment) and other transferable areas shall belong to the Owners and the Promoter in the ratio of 5%:95% respectively and the entire Other Charges and Deposits shall exclusively belong to the Promoter;
  - iii. All consideration and Other Charges and Deposits and other amounts shall be payable by the intending buyers to the Promoter, whose acknowledgement and receipt of the same shall bind the Promoter as well as the Owners and the Promoter shall separately pay to the Owners the share of the Owners in the same.
  - iv. The Owners would join in as party to the agreements for sale that may be entered into by the Promoter for sale of any Unit or other saleable area and also upon construction and completion of the Buildings at the Project to complete the sale and transfer of the said share in the land and all and whatever their share, right, title and interest in the such Units including Designated Apartment.
  - **26.** The plans for construction of the Buildings at the Project has been sanctioned by the Rajarhat Panchayat Samity vide No. 779/RPS dated 01/10/2021.
  - 27. There is a Title Suit No. 38 of 2018 (Kamal Hossain Molla –v- Rishinox Buildwell LLP) filed before the before the Ld. Civil Judge (Jr. Div.) at Barasat. The proceedings is in respect of portion RS/LR Dag No. 1087 wherein the said Kamal Hossain Molla has claimed himself to be the owner of 4 decimal. The Promoter has taken the stand in the said Suit that the said 4 decimal does not form part of the Whole Project. No order has been passed till date in the case. In the meantime

by an order dated 9<sup>th</sup>July 2020, (after giving due notice in writing to all concerned (including the said Kamal Hossain Molla) and after having fully satisfied about the actual possession and after verifying all the documents of right title and interest) the concerned authorities have since demarcated the portion of the said RS/LR Dag no. 1087 and have since carved out a "Bata Dag" being no. 1087/1276 which is part of the property on which the Whole Complex is being developed.

- 28. By an order dated 17.06.2020 passed by the concerned authority carved out a "Bata Dag" in respectof the portion of the property in RS/LR Dag No 1085 and the said property is now renumbered as Dag No. 1085/1275
- 29. By an order dated 02.09.2020 passed by the concerned authority carved out a "Bata Dag" in respectof the portion of the property in RS/LR Dag No 1086 and the said property is now renumbered as Dag No. 1086/1277.
- **30.** By an order dated 11.03.2020 passed by the concerned authority carved out a "Bata Dag" in respectof the portion of the property in RS/LR Dag No 1087 and the said property is now renumbered as Dag No. 1082/1274.

#### **SCHEDULE-A-2**

### DISCLOSURES, ACKNOWLEDGMENTS & NECESSARY TERMS:

- 1 **DEFINITIONS**: Unless, in this Deed, there be something contrary or repugnant to the subject or context:
  - 1.1 "this Deed" shall mean this Deed and Schedules all read together.
  - 1.2 "Co-owners" shall insofar as the Project is concerned mean (a) all the allottees of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or
    - (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Vendors/Promoter, shall mean the respective Vendors and/or Promoter and insofar as the Whole Complex is concerned mean (a) all the allottees of Units in the Whole Complex excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Vendors/Promoter, shall mean the respective Vendors and/or Promoter;
  - 1.3 "sanctioned plan" shall mean the plan sanctioned by the Rajarhat Panchayat Samity vide Memo No. 2360/RPS dated 27.05.2019 and modified/revised on\_\_\_and include any other additions/alterations to the sanctioned/modification plans subject to compliance of the Act.

1.4	"Maintenance	ın-cnarge"	snall mean	

- 1.5 "Common Purposes" shall mean the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners and, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common
- 1.6 "**Phases**" shall mean the First Phase, the Second Phase and the Third Phase as per para B above.
- 1.7 **Gender:** words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
- 1.8 **Number:** words importing singular number shall according to the context mean and construe the plural number and vice versa
- The sanctioned/modification plans relates to the Whole Complex without the benefit of road width arising due to road widening as per the prevalent alignment and shall be developed in phases by the Promoter. The future phase/s shall be as per Schedule A-3:-
- 2.1 This Deed is in respect of the Project which is part of First Phase.
- 3 The said Building shall contain certain Common Areas as specified in clause 1.1 of Part-I of Schedule E hereunder written and which the Purchaser shall have the right to use in common with the Vendors, the Promoter and other Co-owners of the said Building and other persons permitted by the Promoter. The Project shall also contain certain Common Areas as specified in clause 1.2 of Part-II of the Schedule E hereunder written which the Purchaser shall have the right to use in common with the Vendors, the Promoter and other Co-owners of the Project and other persons permitted by the Promoter. [The Whole Complex shall contain certain Common Areas as specified in Part-III and Part-IV of the Schedule E hereunder written which the Purchaser shall have the right to use in common with the Vendors, the Promoter and other Co- owners of the Whole Complex including Second Phase and Third Phase (if developed by the Promoter), and other persons permitted by the Promoter.]\*8 Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas by the Purchaser either independently or in common with any other Co-owner.
- The Project contains open and covered parking spaces as per sanctioned plans ("Car Parking Areas"). In addition, the Project also contain open spaces which are not forming part of the amenities and facilities mentioned in Schedule E and which can be used for parking "Open Parking Areas". For a regulated and disciplined use of these spaces, the Promoter has reserved rights to allot parking rights in these Open Parking Areas exclusively to the Allottees who need the same and apply for the same with preference being given by the Promoter to those Allottees who do not otherwise have parking space in the Project. The Purchaser agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the Open Parking Areas to any other allottee nor to disturb the use of the allotted parking space by the concerned allottee.
- The Promoter intends to make further additions and alterations to the Building Plans without affecting the Designated Apartment or reducing the amenities and facilities mentioned in Schedule E. The Promoter shall take consent of the Purchaser at the appropriate time if and to the extent required under the Act and which such consent shall

not be unreasonably withheld. The Purchaser acknowledges and confirms that the Promoter shall have the exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project and/or the Whole Project or any of them Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by Rajarhat Panchayat Samity and upon complying with the applicable

<sup>8</sup> If and as applicable. See footnote above

provisions of the Act and/or Rules. The Allottee shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in any further construction, addition, alteration and modification of or in or to the Project or any part thereof and/or any other construction, addition or alteration and completion of construction at the Whole Complex by the Promoter due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Designated Apartment and/or the Common Areas).

- The ownership and enjoyment of the Designated Apartment by the Purchaser shall be Subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules as stipulated in Schedule E-1 hereto.
- 7 The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of 5 years from the date of the Completion Certificate.
- The power backup from the Common Generator in the Project shall be commenced only upon 50% percent of the Co-owners (other than the Vendors or the Promoter) taking possession of their respective Units in the Project and not before and the Purchaser, in case it takes possession of the Designated Apartment before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter shall have the discretion to reduce or waive the said requirement of minimum percentage of occupancy at any time.
- Carpet Area of Unit: The carpet area for the Designated Apartment or any other Unit shall mean the net usable floor area of such Unit, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Unit. Balcony Area: The net usable area of the exclusive covered balcony/ies (if any) attached to the Unit.Open Terrace Area: The net usable area of the exclusive open space attached to the Designated Apartment if granted to the Allottee.
- Built-up Area: The built-up area for the Designated Apartment or any other Unit shall mean the Carpet Area of such Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony and the area covered by all other external walls of the such Unit/Balcony.
- 11 **Proportionate Common Area**: The proportionate share of the Common Areas attributable to the Designated Apartment is undivided Square feet more or less.
- 12 **Unit Area for CAM:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee, the area shall be the sum total of the Built-up Area and Proportionate Common Area which is Square feet more or less.

13	The Promoter had borrowed money from	_by mortgaging	and			
	created an equitable mortgage of the said Land	d. The Promoter ha	s before execution of			
	this Deed obtained the No Objection Certificate	dated	from the said			
		for completion of s	ale of the Designated			
	Apartment and pro rata share of Common Areas to the extent mentioned in Para E above					
	in favour of the Durchager					

- In case the Purchaser has obtained any housing loan or finance to pay the consideration envisaged herein, the entire obligation or liability in respect of the same shall be that of the Purchaser alone.
- The Project shall bear the name "Rishi Pranaya- Phase-I" or such other name as be decided by the Promoter from time to time. The Tower 1 and 2 or any other tower (if developed by the Promoter) shall also bear such name or such other name as be decided by the Promoter from time to time. The name of the Project and the Whole Complex cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.

## **SCHEDULE A-**

#### 3 FUTURE

#### PHASE/S

1. T	hird	Phase:	Tower	having	
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2. Common Amenities and Facilities to be identified by the Promoter]\*\*9.

<sup>&</sup>lt;sup>9</sup> Will be applicable if constructed and/or relevant at the time of execution of sale deed

## SCHEDULE 'B' - APARTMENT, PARKING ETC.,

1. of	<b>DESIGNATED APARTMENT: ALL THAT</b> the flat being Unit Nocontaining a carpet area					
	Square feet more or less alongwith balcony with a carpet area ofSquare feet more or less and a total built-up area of Unit (including Balcony) ofSquare feet more or less on thefloor of the Towerof the Project at the said Land.					
2	PARKING:					
3.	OPEN TERRACE: _					

SCHEDULE 'C' - FLOOR PLAN OF THE APARTMENT

#### **SCHEDULE D -EASEMENTS:**

(Easements Granted to the Purchaser)

A. The Purchaser shall be entitled to the easements, quasi-easements appendages and appurtenances belonging or appertaining to the Designated Apartment which are hereinafter specified Excepting and Reserving unto the Promoter and the Vendors and other persons deriving right, title and/or permission from the Promoter and the Vendors, the rights, easement, quasi easement, privileges and appurtenances hereinafter more particularly set forth in the Clause B below:

- a. The right of access and use of the Common Areas to the extent mentioned in this deed in common with the Vendors and/or the Promoter and/or the other Co-owners and the Maintenance In-charge for normal purposes connected with the use of the Designated Apartment.
- b. The right of protection of the Designated Apartment by and from all other parts of the Building so far as they now protect the same.
- c. The right of flow in common as aforesaid of electricity water sewerage drainage and other common utilities from and/or to the Designated Apartment through wires and conduits lying or being in under or over the other parts of the Building and/or the Project so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the Designated Apartment.
- d. The right of the Purchaser with or without workmen and necessary materials to enter from time to time upon the other parts of the Building for the purpose of rebuilding, repairing, replacing or cleaning, so far as may be necessary, such pipes, drains, sewers, wires and conduits belonging to or serving the Designated Apartment and other Apartments andportions of the Building and also for the purpose of repairing the Designated Apartment insofar as such repairing as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty-eight hours previous notice in writing of the Purchaser's intention so to enter to the Maintenance In-charge and the Co-owner affected thereby.
- e. All the above easements are subject to and conditional upon the Purchaser paying and depositing the maintenance charges, municipal rates and taxes, common expenses, electricity charges or any other amount or outgoing payable by the Purchaser under these presents within due dates and observing and performing the covenants terms and conditions on the part of the Purchaser to be observed and performed hereunder.
- B The under-mentioned rights easements quasi-easements and privileges appertaining to the Whole Complex shall be excepted and reserved for the Vendors and the Promoter and other persons deriving right, title and/or permission in respect thereof from them:
  - a. The right of access and use of the Common Areas in common with the Purchaser and/or other person or persons entitled to the other part or parts or share or shares of the Project and/or the Whole Complex.
  - b. The right of flow in common with the Purchaser and other person or persons as aforesaid of electricity water waste or soil from and/or to any part (other than the Designated Apartment) of the other part or parts of the Building and/or the Project and/or the Whole Project through pipes drains wires conduits lying or being in under through or over the Designated Apartment as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the Project and/or the Whole Project.
  - c. The right of protection of other part or parts of the Building by all parts of the Designated Apartment as the same can or does normally protect.
  - d. The right as might otherwise become vested in the Purchaser by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the Project and/or the Whole Project.

e. The right with or without workmen and necessary materials to enter from time to time upon the Designated Apartment for the purpose of laying down, testing, rebuilding, repairing, reinstating, replacing, cleaning, lighting and keeping in order and good condition so far as may be necessary, such sewers, pipes, drains, wires, cables, water courses, gutters, conduits, structures and other conveniences belonging to or serving or used for the Building and/or the Project and/or the Whole Project and also for the purpose rebuilding or repairingany part or parts of the Building (including any Common Areas) and similar purposes and also other common purposes, insofar as such activities cannot be reasonably carried out without such entry provided always that the Promoter or the Maintenance In-charge and other Co-owners of other part or parts of the Project and/or the Whole Project shall excepting in emergent situation give to the Purchaser a prior forty-eight hours written notice of its or their intention for such entry as aforesaid.

#### SCHEDULE 'E' -

SPECIFICATIONS, AMENITIES, FACILITIES {WHICH ARE PART OF THE PROJECT, [THE THIRD PHASE(SUBJECT TO SANCTION AND LAUNCH)}]\*\*10.

PART-I

1. AMENITIES, FACILITIES:

## 1.1 Common Areas exclusive to the said Project:

- (i) Staircases, landings and passage and stair-cover on the ultimate roof.
- (ii) Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the lifts of the Said Building.
- (iii) Three Lift, with machineries accessories and equipments (including the lift machine room) and lift well for installing the same in the Said Building.
- (iv) Electrical installations with main switch and meter and space required therefor.
- (v) Over head water tanks with water distribution pipes from such Overhead water tank connecting to the different Units of the Said Building.
- (vi) Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Said Building.
- (vii) Portion of Roof as may be identified by the Promoter as Common Roof of the Said Building subject to the exceptions and reservations contained herein
- (viii) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Project.

#### **PART-II**

# 1.2 Common Areas at the Project and to be also used by the Allottees of the Second Phase and Third Phase once they are respectively launched:

- (i) Driveways and paths and passages at the said Project except those reserved by the Promoter for exclusive use.
- (ii) Transformer, Sub-station and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
- (iii) CCTV at ground floor level with central security surveillance and at any other place, if so provided by the Promoter.
- (iv) Initial Intercom connectivity within intra flats, block reception and security kiosks.
- (v) Underground water reservoir
- (vi) Municipal Water supply or Deep tube well for water supply with water distribution pipes to the Overhead water tanks of the Buildings at the Project.
- (vii) Water waste and sewerage evacuation pipes and drains from the Buildings at the Project to the municipal drains.
- (viii) DG Set, its panels, accessories and wirings and space for installation of the same.
- (ix) Rain water Recharge PITS
- (x) Composting Plant
- (xi) STP
- (xii) Club Facility in terms of clause 2.1.1 below.
- (xiii) Boundary wall and gate and Security Gate House
- (xiv) Residential fire fighting system with sprinklers and smoke detectors in the Common Areas in the Buildings at the Project all as per norms.
- (xv) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Project.

#### [PART-III

<sup>&</sup>lt;sup>10</sup> If and as applicable. See footnote above

Project and by the Allottes of the Third Phase once it is launched:

- (i) Driveways and paths and passages at the Land of the Second Phase except those reserved by the Promoter for exclusive use.
- (ii) CCTV at ground floor level with central security surveillance and at any other place, if so provided by the Promoter.
- (iii) Initial Intercom connectivity within intra flats, block reception and security kiosks.
- (iv) Municipal Water supply or Deep tube well for water supply with water distribution pipes to the Overhead water tanks of the Buildings at the Project.
- (v) Water waste and sewerage evacuation pipes and drains from the Buildings at the Project to the municipal drains.
- (vi) Water Fountain with Artefacts
- (vii) Club Facility in terms of clause 2.1.2 below.
- (viii) Residential fire fighting system with sprinklers and smoke detectors in the Common Areas in the Buildings at the Project all as per norms.
- (ix) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the First Phase and Second Phase

## **PART-IV**

## 1.4 Common Areas at the Third Phase and to be also used by the Allottees of the Project and by the Allottes of the Second Phase:

- (i) Driveways and paths and passages at the Land of the Third Phase except those reserved by the Promoter for exclusive use.
- (ii) CCTV at ground floor level with central security surveillance and at any other place, if so provided by the Promoter.
- (iii) Initial Intercom connectivity within intra flats, block reception and security kiosks.
- (iv) Municipal Water supply or Deep tube well for water supply with water distribution pipes to the Overhead water tanks of the Buildings at the Project.
- (v) Water waste and sewerage evacuation pipes and drains from the Buildings at the Project to the municipal drains.
- (vi) Residential fire fighting system with sprinklers and smoke detectors in the Common Areas in the Buildings at the Project all as per norms.
- (vii) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the First Phase, Second Phase and Third Phase]\*\*11
- 2.1. **Club Facility**: The Promoter has erected, installed and/or made available certain facilities mentioned below ("Club Facility" which expression shall include any modifications or alterations of all or any such facility) partly in Project and partly in Second Phase:

## 2.1.1 Part of Club Facility in Project:

**2.1.1.1** Swimming Pool and Kids Pool with changing room

- **2.1.1.2** Faux Green upper podium level with Sitting Area/Adda Zone
- **2.1.1.3** Senior citizen's area- on upper podium level

<sup>11</sup>Will be applicable if relevant at the time of execution of sale deed-see footnote above

- **2.1.1.4** Gym / Cafeteria with first time installation of equipments, airconditioner and piped music system.
- **2.1.1.5** Community hall with first time installation of airconditioners and music system
- 2.1.1.6 Children Play Area
- 2.1.1.7 Chess Court
- **2.1.1.8** Cabana
- **2.1.1.9** Morning walkers/joggers pathway at 5.5 meter level

## 2.1.2 [Part of Club Facility in Second Phase:

- 2.1.2.1 Open Air Amphitheatre 2.1.2.2 Home Theatre 2.1.2.3 Community Hall with Faux Green Lawn 2.1.2.4 Open area meditation zone 2.1.2.5 Outdoor Gym 2.1.2.6 Art Studio Yoga Room 2.1.2.7 2.1.2.8 Library
- **2.1.2.9** Morning walkers/joggers pathway at 5.5 mtr. level \*\*12
- 2.2 The Purchaser agrees to pay the fixed costs and charges in respect of the Club Facility as part of Other Charges. On the Club Facility becoming functional, the Purchaser shall comply with all rules and regulations as framed by the Maintenance In-charge for proper management and use thereof. In particular and without prejudice to the generality of the foregoing provisions, the Purchaser shall also be liable to pay the charges as prescribed by the Promoter or the Maintenance In-charge from time to time for use of the Community Hall for his private functions or ceremonies, if permitted by the Promoter or the Maintenance In-charge. The Club Facility may be used by the Purchaser alongwith family members residing at the Designated Apartment in common with other persons who may be permitted by the Maintenance In-charge. In case any visitor or guest of the Purchaser desires to avail the such facilities, the Purchaser shall obtain a written consent from the Maintenance In-charge who shall be at liberty to refuse the same or to levy such charges and/or conditions in respect of the same as the Maintenance In-charge may deem fit and proper.

<sup>&</sup>lt;sup>12</sup> Will be applicable if relevant at the time of execution of sale deed-see footnote above

- 1. to use the Designated Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Apartment or any activity which may cause nuisance or annoyance to the Co-owners.
- **2.** unless the right of parking is expressly granted and mentioned in Part 6 of the Schedule A hereinabove written ("Parking Facility"), the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever.
- **3.** In case the Allottee has applied for and granted parking space, the facility of such parking shall be subject to the following conditions:-
- (i) The Allottee shall pay the Parking Facility Maintenance Charges punctually and without any delay or default;
- (ii) the Allottee shall not park any motor car, two wheeler or any other vehicle at any other place in the said Project (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever;
- (iii) the Allottee shall use the Parking Facility, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space and/or two wheeler, as the case may be.
- (iv) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
- (v) The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
- (vi) The Allottee shall not grant transfer let out or part with the Parking Facility independent of the Designated Apartment nor vice versa, with the only exception being that the Allottee may transfer the Parking Facility independent of the other to any other Coowner of the Project and none else.
- (vii) This right to use car parking space does not confer any right of ownership of the space on which such parking facility is provided.
- (viii) In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Parking Facility at the space earmarked for the Purchaser is not permissible, then the Purchaser shall neither hold the Promoter and/or the Owner liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owner.
- (ix) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this Deed shall all be covenants running with the Parking Facility.
- (x) In case the Allottee is provided facility of parking which is inter-dependent with any other parking facility in the whole complex or any part thereof then the allottee shall not disturb/block the ingress and egress of cars of other unit owners from the project, as such all the car park owners shall co-operate among themselves as to the allotted parking areas for smooth ingress and egress of all the cars.
- **4.** In case the Purchaser is granted the exclusive right to use any Open Terrace as a right appurtenant to Designated Apartment, the right of the Purchaser to use of such Open Terrace shall be subject to the following conditions:-:
- (i) to use the Open Terrace for the purpose for which it has been sanctioned and in a decent and respectable manner and keep the same at all times in a fully repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times.
- (ii) not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to display any light or signage from the same so as to be visible from outside nor to put any grills or glass or poles or any item going beyond the height of the parapet.
- (iii) not to allow or permit any leakage or seepage of water from the floor to any other portion of the Buildings at the Project;
- (iv) not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.

- (v) not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Open Terrace nor allow the accumulation of water thereat nor store or allow any one to store any goods articles or things in the said Open Terrace or anywhere at the said Land.
- (vi) not to affix, draw or string wires, cables or pipes from, to or though any part or portion of the Open Terrace and/or the Buildings at the Project and/or the said Land and/or outside walls of the Buildings at the Project save in the manner indicated by the Promoter or the Maintenance In-Charge.
- (vii) not to transfer or assign or part with their right of use of the Open Terrace or part with the possession of the said Open Terrace, independent of the Designated Apartment and vice versa.
- (viii) not to sub-divide the Open Terrace in any manner.
- **5.** The use of the Common Areas including but not limited to the Club Facility shall be done by the Purchaser using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas (including the Club Facility) and appoint agencies for maintenance of the same. The Purchaser shall not hold the Vendors or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any Club Facility by the Purchaser or his family members or any other person.
- **6. Fittings & Fixtures:** Except those provided by the Promoter, all fitouts to be put-up, erected and installed at or inside the Designated Apartment including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fitout works, the Allottee shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire rules and others and with minimum noise and without causing any disturbance or annoyance to the other Co-owners. The Allottee shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fitout works. The Allottee hereby unequivocally and categorically undertakes not to
- drill, break, maim, hammer or in anyway damage or destroy the beams and columns on the floor, ceiling and walls of the Designated Apartment. The Allottee shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Allottee while carrying out any fitout or other activity.
- **7.** Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
- **8.** Not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
- **9.** Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Apartment **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Apartment save that the Purchaser shall have the right install window/ split air-conditioners at the place/s provided therefor in the Designated Apartment.
- **10.** To apply for and obtain at his own costs separate assessment and mutation of the Designated Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
- **11.** Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the Buildings at the Project passing through the Designated Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Buildings at the Project or any part thereof.
- 12. not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.

- **13.** not to install or keep or operate any generator in the Designated Apartment or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the Buildings at the Project or the said Land save the battery operated inverter inside the Designated Apartment.
- **14.** not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders
- **15.** not to allow the watchmen, driver, domestic servants or any other person employed by the Purchaser or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
- **16.** no bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
- **17.** to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Apartment at all reasonable times for construction and completion of the Buildings at the Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Designated Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;
- **18.** to use the Common Areas only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Vendors and the Promoter and all other persons entitled thereto.
- **19.** to install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Designated Apartment free from all hazards relating to fire.
- **20.** to keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Buildings at the Project and not to do or cause to be done anything in or around the Designated Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Apartment.
- **21.** not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Buildings at the Project or may cause any increase in the premia payable in respect thereof.
- **22.** not to commit or permit to be committed any alteration or changes in, or draw from outside the Buildings at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.
- **23.** to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Premises and other Common Purposes.
- **24.** keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the said Land.
- **25.** to maintain at his own costs, the Designated Apartment and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Panchayat Samiti, WBSEDC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
- **26.** not to alter the outer elevation or façade or colour scheme of the Buildings at the Project (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model airconditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Buildings at the Project otherwise than in the

manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.

- **27.** Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
- **28.** not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- **29.** not to use the Designated Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.
- **30.** To allow and permit the Promoter the following rights and authorities:-
- (i) The Promoter shall at all times also be entitled to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., (hereinafter referred to "as Project Branding") and the Purchaser or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.
- (ii) The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the Owners, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services therefrom by the Owners/supplier/service provider) against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such Owners/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.
- **31.** The Purchaser binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-
- (i) Property tax and/or Municipal rates and taxes and water tax, (if any,) assessed on or in respect of the Designated Apartment directly to the BLLRO and any other appropriate authority Provided That so long as the Designated Apartment is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Maintenance Incharge the proportionate share of all such rates and taxes assessed on the said Land.
- (ii) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Apartment or the Building or the said Land and whether demanded from or payable by the Purchaser or the Maintenance In-charge and the same shall be paid by the Purchaser wholly in case the same relates to the Designated Apartment and proportionately in case the same relates to the Building or the said Land or any part thereof.
- (iii) Electricity charges for electricity consumed in or relating to the Designated Apartment (including any applicable minimum charges and proportionate share of transmission loss).
- (iv) Charges for water, and other utilities consumed by the Purchaser and/or attributable or relatable to the Designated Apartment against demands made by the concerned authorities and/or the Maintenance Incharge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment, wholly and if in common with the other Co-owners, proportionately to the Maintenance Incharge or the appropriate authorities as the case may be.
- (v) Proportionate share of all Common Expenses (including those mentioned in Part 8 hereunder written) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance In-charge, maintenance charges calculated @ Rs. (Rupees \_\_\_\_\_ only) only per Square foot per month of the Unit Area for CAM mentioned in clause 12

of Schedule A-2 above. The said minimum rates shall be subject to revision from time to time as be deemed

fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.

- (vi) In case the Purchaser has opted for the Parking Facility, the Purchaser shall pay the Parking Facility Maintenance Charges calculated @Rs.\_\_\_/- per annum to be increased every \_\_\_\_ years by \_\_\_\_% (\_\_\_percent) of the amount then payable.
- (vii) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Purchaser.
- (viii) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- 31.1. All payments to be made by the Purchaser shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Purchaser or in the letter box earmarked for the Designated Apartment Provided That any amount payable by the Purchaser directly to any authority shall always be paid by the Purchaser within the stipulated due date in respect thereof and the Purchaser shall bear and pay the same accordingly and without any delay, demur or default
- 31.2. The maintenance charges does not include any payment or contribution towards the major repair, replacement, reinstatement etc., of the Common Areas and the Purchaser shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, such payment shall be made by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use all or any of the Common Areas and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Purchaser.
- 31.3. The liability of the Purchaser to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Purchaser to take possession.
- 31.4. In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Purchaser under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Purchaser and his employees customers agents tenants or licencees and/or the Designated Apartment.
- 31.5. The Purchaser shall be and remain responsible for and to indemnify the Vendors, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Buildings at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser and shall also indemnify the Vendors and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors and/or the Promoter as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser.