

AGREEMENT FOR SALE

THIS AGREEMENT is made on this day of, 2023 (Two Thousand Twenty Three) of the
Christian Era.

A M O N G S T

(1) SRI SUBRATA MANNA, having (PAN - AELPM1640M), having (Aadhaar No. - 8345 9796 7715), son of Late Joydeb Manna, alias Joydev Manna, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at 7, Nilgunj Road, P.O. & P. S. - Belgharia, Kolkata - 700056, District - North 24 Parganas, (2) SRI DEBABRATA MANNA, having (PAN - AFBPM4032N), having (Aadhaar No. - 5624 9446 1246), son of Late Joydeb Manna, alias Joydev Manna, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at 7, Nilgunj Road, P.O. & P. S. - Belgharia, Kolkata - 700056, District - North 24 Parganas, (3) SMT. KAKALI BANERJEE, having (PAN - AEAPB6847G), having (Aadhaar No. - 9832 2451 3470), wife of Sri Swarup Banerjee, daughter of Late Joydeb Manna, alias Joydev Manna, by faith - Hindu, by nationality - Indian, by occupation - Housewife, previously resident of 15, Sebagram Pally, P.O. & P.S. - Belgharia, Kolkata - 700056, District - North 24 Parganas at present residing at 12, B. T. Road, Trinayana Apartment, Block - 1, Flat No. - 4A, Rathtala, P.O. & P.S. - Belghoria, Kolkata - 700056, Dist. - North 24 Parganas and (4) MITHU CHANDRA, alias MITHU MANNA having (PAN - AGEPC1136D), having (Aadhaar No. - 3149 0504 4304), daughter of Late Joydeb Manna, alias Joydev Manna, by faith - Hindu, by nationality - Indian, by occupation - Household Work, residing at 50/B, Kailash Bose Street, P.O. & P.S. - Amherst Street, Kolkata - 700006, hereinafter jointly and collectively called and referred to as the "OWNERS / VENDORS" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective legal heirs, executors, administrators, legal representatives and assigns) of the "FIRST PART".

The Owners / Vendors are represented by their constituted Attorney A. R. CONSTRUCTION, having (PAN - AAFFA4760J), a Partnership Firm, having its office at 153/1, B. T. Road, Vikram A.C. Market, 2nd Floor, Room No. - 93 & 94, P.O. - I.S.I., P.S. - Baranagar, Kolkata - 700 108, Dist. - North 24 Parganas, represented by its Two Partners (1) SRI AMIT DASGUPTA, having (PAN - AGGPD5790E), having (Aadhaar No. - 2346 9499 3477), son of Late Bimal Kumar Dasgupta, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at 5, Deshpran Sasmal Avenue, P.O. - I.S.I., P. S. - Baranagar, Kolkata - 700108, District - North 24 Parganas and (2) SRI RATAN BISWAS, having (PAN - AEAPB0938A), having (Aadhaar No. - 3034 7691 2263), son of Late Monomohan Biswas, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at DL-229, Flat - A-6, Sector - II, Salt Lake, P.O. - Sech Bhawan, P. S. - Bidhannagar (North), Kolkata - 700091, District - North 24 Parganas,

empowered and authorized by virtue of a Development Power of Attorney dated 22nd day of March, 2022 duly registered in the Office of the Additional District Sub-Registration Office at Belghoria and recorded in Book - I, Volume No. - 1526-2022, Page from 79395 to 79417, Being No. - 152601942 for the year 2022.

AND

A. R. CONSTRUCTION, having (PAN - **AAFFA4760J**), a Partnership Firm, having its office at 153/1, B. T. Road, Vikram A.C. Market, 2nd Floor, Room No. - 93 & 94, P.O. - I.S.I, P.S. - Baranagar, Kolkata - 700 108, Dist. - North 24 Parganas, represented by its Two Partners **(1) SRI AMIT DASGUPTA**, having (PAN - **AGGPD5790E**), having (Aadhaar No. - **2346 9499 3477**), son of Late Bimal Kumar Dasgupta, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at 5, Deshpran Sasmal Avenue, P.O. - I.S.I, P. S. - Baranagar, Kolkata - 700108, District - North 24 Parganas and **(2) SRI RATAN BISWAS**, having (PAN - **AEAPB0938A**), having (Aadhaar No. - **3034 7691 2263**), son of Late Monomohan Biswas, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at DL-229, Flat - A-6, Sector - II, Salt Lake, P.O. - Sech Bhawan, P. S. - Bidhannagar (North), Kolkata - 700091, District - North 24 Parganas, hereinafter jointly called and referred to as the **"DEVELOPER"** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its partners, executors, successors, successors-in-office, successors-in-interest, administrators, legal representatives and assigns) of the **"SECOND PART"**.

AND

(1) SMT. SOMA BISWAS, having (PAN - **ATOPB8674N**), having (Aadhaar No. - **8674 2477 5167**), wife of Sri Ashis Kumar Biswas, by faith - Hindu, by nationality - Indian, by occupation - Service and **(2) SRI ASHIS KUMAR BISWAS**, having (PAN - **AHGPB1034N**), having (Aadhaar No. - **5230 8568 1175**), son of Late Madan Mohan Biswas, by faith - Hindu, by nationality - Indian, by occupation - Service, both are residing at "Durga Residency", 2nd Floor, Block - B, 34/D, B. M. Banerjee Road, Belgharia, P.O. & P.S. - Belgharia, Dist. - North 24 Parganas, Kolkata-700056, W.B. hereinafter jointly called and referred to as the **"PURCHASERS"** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs, executors, administrators, legal representative and assigns) of the **"THIRD PART"**.

WHEREAS one Radha Rani Manna (since deceased) widow of Hiralal Manna of 7, Nilganj Road, P.S. - Belghoria, Kolkata - 700056, the Grand Mother of the present Owners herein, during her life time purchased a plot of land measuring an area of 2 cottahas more or less with structure from the then Vendor Smt. Latika Bose, widow of Kalyan Bose and Sri Shyamal Bose, son of Kalyan Bose both of 5/2, M. M. Feeder Road, P.S. - Belgharia, Kolkata - 700057, District - North 24 Parganas at valuable consideration stated therein, comprised of and contained in Mouza - Ariadaha, Kamarhati, J. L. No. - 1, R. S. No. - 12, Touzi No. - 173, under Khatian No. - 2315 and comprised in Dag No. - 3384, Holding No. 27, the then Ward No. - 8, at present Ward No. - 11, within the limits of Kamarhati Municipality, being Premises No. - 5/2, M.

M. Feeder Road, P.S. - Belgharia, Kolkata - 700057, in the District of - North 24 Parganas, by a Registered Deed of Conveyance and the said document was duly Registered on 10.05.1993 at the Office of Registrar of Assurances Calcutta and Recorded in Book No. - I, Volume No. - 154, Pages from 187 to 200, Being No. - 6367, for the year 1993.

AND WHEREAS after becoming the sole and absolute Owner of aforesaid landed property measuring about 2 cottahas, more or less she during her life time mutated and recorded her name in the Assessment Register of concerned Kamarhati Municipality as rightful Owner on payment of usual Rates and Taxes, under Holding No. - 1213, the then Ward No. - 8, at present Ward No. - 11 and collecting receipts thereof and since then the property was under her absolute power, control and authority till death.

AND WHEREAS during peaceful physical possession of the said property said Radha Rani Manna died intestate on 22.08.2010 leaving behind her only son Sri Joydeb Manna alias Joydev Manna as her only legal heir and successor to inherit the property, left by said deceased Radha Rani Manna with the provisions of Hindu Succession Act 1956. It is to be noted herein that the husband of Radha Rani Manna named Hiralal Manna predeceased to her.

AND WHEREAS thus by way of inheritance as depicted above the said Joydeb Manna alias Joydev Manna become the sole and absolute Owner of All that piece and parcel of land admeasuring an area of 2 cottahas more of less with structure lying and situates at Mouza - Ariadaha, Kamarhati, J. L. No. - 1, R. S. No. - 12, Touzi No. - 173, under Khatian No. - 2315 and comprised in Dag No. - 3384, Holding No. - 1213, the then Ward No. - 8, at present Ward No. - 11, within the limits of Kamarhati Municipality, being Premises No. - 5/2, M. M. Feeder Road, P.S. - Belgharia, Kolkata - 700057, in the District of - North 24 Parganas.

AND WHEREAS during peaceful physical possession of the said property, said Joydeb Manna alias Joydev Manna died intestate on 11.02.2019 leaving behind him his wife Smt. Rupbani Manna and two sons namely Sri Subrata Manna and Sri Debabrata Manna and two daughters namely Smt. Kakali Banerjee and Mithu Chandra as his legal heirs and heiresses and successors to inherit the share of landed property admeasuring an area of 2 cottahas more or less left by said deceased Joydeb Manna with the provisions of Hindu Succession Act 1956.

AND WHEREAS thus in the manner as recited above said Rupbani Manna, Subrata Manna, Debabrata Manna, Kakali Banerjee and Mithu Chandra became the joint Owners having undivided 1/5th share each left by deceased Joydeb Manna of ALL that piece and parcel of Bastu Land admeasuring an area of 2 cottahas more or less with structure standing thereon lying and situates at Mouza - Ariadaha, Kamarhati, J. L. No. - 1, R. S. No. - 12, Touzi No. - 173, under Khatian No. - 2315 and comprised in Dag No. - 3384, Holding No. - 1213, the then Ward No. - 8, at present Ward No. - 11, within the limits of Kamarhati Municipality, being Premises No. - 5/2, M. M. Feeder Road, P.S. - Belgharia, Kolkata - 700057, in the District of - North 24 Parganas and they jointly have been possessing and enjoying the same peacefully by

paying taxes to the competent authority and the Said Property is free from all encumbrances, charges, liens and mortgages in any manner whatsoever.

AND WHEREAS thus by way of inheritance as depicted above the said Smt. Rupbani Manna, Sri Debabrata Manna, Smt. Kakali Banerjee and Mithu Chandra described therein as the Donors of the One Part gifted, assigned and conveyed their undivided 4/5th share of land with structure in favour of Sri Subrata Manna, described therein as the Donee of the Other Part by a Registered Deed of Gift which was duly executed and registered on 08.10.2021 in the office of Additional District Sub Registrar at Belgharia and recored in Book No. - I, Volume No. - 1526-2021, Pages from 179021 to 179054, Being No. - 152604830, for the year 2021.

AND WHEREAS thus by way of Gift said Sri Subrata Manna got 4/5th share i.e. 1 cottah 9 chittacks 27 sq.ft. from his mother, his brother and two sisters and he along with his own 1/5th share i.e. 6 chittacks 18 sq.ft. became the sole and absolute owner of the total Bastu land admeasuring an area of 2 cottahas more or less with structure standing thereon lying and situates at Mouza - Ariadaha, Kamarhati, J. L. No. - 1, R. S. No. - 12, Touzi No. - 173, under Khatian No. - 2315 and comprised in Dag No. - 3384, Holding No. - 1213, the then Ward No. - 8, at present Ward No. - 11, within the limits of Kamarhati Municipality, being Premises No. - 5/2, M. M. Feeder Road, P.S. - Belgharia, Kolkata - 700057, in the District of - North 24 Parganas.

AND WHEREAS the said Sri Subrata Manna got mutated and recorded his name in the Assessment Register of local Kamarhati Municipality as rightful Owner of the property and since then he has been possessing and enjoying the aforesaid property under his absolute power, control and authority on payment of usual rates and taxes and collecting receipts thereof.

AND WHEREAS one Joydeb Manna alisa Joydev Manna (now deceased), son of Late Hiralal Manna of 7, Nilgunj Road, P.S. - Belgharia, Kolkata - 700056, the father of the present Owners herein, during his lifetime purchased a plot of land admeasuring an area of 7 cottahas 3 chittacks 28 sq.ft. more or less with structure from the then Vendor Smt. Kamala Bala Das, wife of Jiban Krishna Das of 9, Roy Jatindra Nath Chowdhury Lane, P.S. - Baranagar in the suburbs of Calcutta at valuable consideration stated therein comprised of and contained in Mouza - Ariadaha Kamarhati, J. L. No. - 1, R. S. No. - 12, Touzi No. - 173, under Khatian Nos. - 2315 & 2316 and comprised in Dag Nos. - 3386, 3384 & 3384/4097, Holding No. - 27, the then Ward No. - 8, at present Ward No. - 11, within the limits of Kamarhati Municipality, being Premises No. - 5/2, M. M. Feeder Road, P.S. - Belgharia, Kolkata - 700057, in the District of North 24 Parganas, by a Registered Deed of conveyance and the said document was duly registered on 19.01.1993 at the Office of Registrar of Assurances, Calcutta and recorded in Book No. - I, Volume No. - 18, Pages from 216 to 230, Being No. - 731, for the year 1993.

AND WHEREAS after becoming the sole and absolute Owner of aforesaid landed property admeasuring an area of 7 cottahas 3 chittacks 28 sq.ft. with structure, he during his lifetime mutated and recorded his name in the Assessment Register of concerned Kamarhati Municipality as rightful Owner on payment of usual rates and taxes, under Ward No. - 11, Holding No. - 1209, and collecting receipts thereof and since then he had been possessing and enjoying the same under his absolute power, control and authority and the property is free from all encumbrances, charges, liens, and mortgages in any manner whatsoever.

AND WHEREAS the said Joydev Manna alias Joydev Manna (now deceased), son of Late Hiralal Manna of 7, Nilgunj Road, P.S. - Belghoria, Kolkata - 700056, the father of the present owners herein, during his lifetime also purchased another Plot of Land admeasuring an area of 1 cottah 8 chittacks 42 sq.ft. more or less with structure from the then Vendor Haji Noor Mohammad Ansri, son of Late Fazale Haque of 101No., Nilratan Adhikari Road, Kamarhati, P.S. - Belghoria, Kolkata - 700058, in the District of North 24 Parganas at valuable consideration stated therein, lying and situates at Mouza - Ariadaha Kamarhati, J. L. No. - 1, R. S. No. - 12, Touzi No. - 173, under Khatian No. - 1109 and comprised in Dag Nos. - 3385(P) and 3314(P), Holding No. - 35, the then Ward No. - 8, at present Ward No. - 11, within the limits of Kamarhati Municipality, being Premises No. - 5/2, M. M. Feeder Road, P.S. - Belghoria, Kolkata - 700057, in the District of North 24 Parganas, by a Registered Deed of Conveyance and the said document was duly executed on 31.01.2000 and registered in the office of Additional District Sub-Registrar at Cossipore Dum Dum and recorded in Book No. - I, Volume No. - 17, Pages 335 to 342, Being No. - 665, for the year 2000.

AND WHEREAS after becoming the sole and absolute Owner of aforesaid landed property admeasuring an area of 1 cottah 8 chittacks 42 sq.ft. with structure, he during his lifetime mutated and recorded his name in the Assessment Register of concerned Kamarhati Municipality as rightfull Owner on payment of usual rates and taxes under Ward No. - 11, Holding No. - 364, and collecting receipt thereof and since then he had been possessing and enjoying the same under his absolute Power, Controll and Authority and the property is free from all encumbrances, charges, liens and mortgages in any manner whatsoever.

AND WHEREAS while said Joydeb Manna alias Joydev Manna had been possessing and enjoining the same he died instate on 11.02.2019, leaving behind him his wife Smt. Rupbani Manna and two sons namely Sri Subrata Manna and Sri Debabrata Manna and two daughter namely Smt. Kakali Banerjee and Mithu Chandra the present owners herein as his legal heirs, heiresses and successors in respect of the aforesaid 2 (Two) plots of landed property one admeasuring an area of 7 cottahas 3 chittacks 28 sq.ft. more or less with structure and another admeasuring an area of 1 cottah 8 chittacks 42 sq.ft. more or less with structure left by said deceased Joydeb Manna with the provision of Hindu Succession Act 1956.

AND WHEREAS thus in the manner as recited above said Rupbani Manna, Subrata Manna, Debabrata Manna, Kakali Banerjee and Mithu Chandra became the joint Owners having undivided 1/5th share each left by deceased Joydeb Manna of All that piece and parcel of 2 (Two) plots of Bastu Land one admeasuring an area of 7 cottahs 3 chittacks 28 sq.ft. more or less with structure and another Bastu Land admeasuring an area of 1 cottah 8 chittacks 42 sq.ft. more or less with structure and both the land lying and situates at Mouza - Ariadaha Kamarhati, J. L. No. - 1, R. S. No. - 12, Touzi No. - 173, under Khatian Nos. - 2315, 2316 and 1109 and comprised in Dag Nos. - 3386, 3384, 3384/4097 and 3385(P) and 3314(P), Holding No. 1209 and 364, under the then Ward No. 8, at present Ward No. - 11, within the limits of Kamarhati Municipality, being Premises No. - 5/2, M. M. Feeder Road, P.S. - Belgharia, Kolkata - 700057, in the District of North 24 Parganas and they have been jointly possessing and enjoying the same peacefully by paying taxes to the competent authority and the said property are free from all encumbrances, charges, liens, and mortgages in any manner whatsoever.

AND WHEREAS by a registered Deed of Gift said Sri Subrata Manna, Sri Debabrata Manna, Smt. Kakali Banerjee and Mithu Chandra described therein as the Donors of the One Part gifted, assigned and conveyed their 4/5th share of total Bastu Land admeasuring an area of 1 cottah 8 chittacks 42 sq.ft. with structure in favour of their mother Smt. Rupbani Manna described therein as the Donee of the Other Part and the said Rupbani Manna along with her own 1/5th share became the sole and absolute Owner of the total Bastu Land with structure as depicted above by way of such Registered Deed of Gift which was duly executed and registered on 08.10.2021 in the office of Additional District Sub Registrar at Belghoria and recorded in Book No. - I, Volume No. - 1526-2021, Page from 178961 to 178993, Being No. - 152604827, for the year 2021 and the property is lying and situates at Mouza - Ariadaha Kamarhati, under Khatian Nos. - 1109, and comprised in Dag Nos. - 3385(P) and 3314(P), J. L. No. - 1, R. S. No. - 12, Touzi No. - 173, Holding No. 364, under Ward No. - 11, within the limits of Kamarhati Municipality, being Premises No. - 5/2, M. M. Feeder Road, P.S. - Belgharia, Kolkata - 700057, in the District of North 24 Parganas and the property is free from all encumbrances, charges, liens in any manner whatsoever.

AND WHEREAS after becoming the sole and absolute Owner said Smt. Rupbani Manna while seizing, possessing and enjoy the aforesaid land with structure she therein referred to as the Donor of the One Part gifted, assigned and conveyed her total plot of Bastu Land admeasuring an area of 1 cottah 8 chittacks 42 sq.ft. with structure in favour of her younger daughter Mithu Chandra alias Mithu Manna therein referred to as the Donee of the Other Part by virtue of a Registered Deed of Gift which was duly executed and registered on 27.10.2021 in the office of the Additional District Sub Registrar at Belghoria and recorded in Book No. - I, Volume No. - 1526-2021, Page from 191647 to 191673, Being No. - 152605209, for the year 2021.

AND WHEREAS said Mithu Chandra alias Mithu Manna got mutated and recorded her name in the Assessment Register of Local Kamarhati Municipality as rightful Owner of the property, under Ward No. - 11 and since then she has been possessing and enjoying the aforesaid property under her absolute power, control and authority on payment of usual rates and taxes and collecting receipts thereof.

AND WHEREAS thus by way of inheritance as depicted above the said Smt. Rupbani Manna, Smt. Kakali Banerjee and Mithu Chandra described therein as the Donors of the One Part gifted, assigned and conveyed a portion of land admeasuring an area of 300 sq.ft. more or less (out of said area Smt. Rupbani Manna gifted 60 sq.ft. and Smt. Kakali Banerjee and Mithu Chandra gifted 240 sq.ft.) with structure in favour of Sri Subrata Manna and Sri Debabrata Manna described therein as the Donees of the Other Part out of their 2/5th inherited share of land of deceased Joydeb Manna against his landed property admeasuring an area of 7 cottahas 3 chittacks 28 sq.ft. more or less by virtue of a Registered Deed of Gift which was duly executed and Registered on 02.06.2021 in the office of Additional District Sub Registrar at Belghoria and recorded in Book No. - I, Volume No. - 1526-2020, Page from 42462 to 42505, Being No. - 152601257, for the year 2020 and the said property is lying and situates at Mouza - Ariadaha Kamarhati, under Khatian Nos. - 2315 and 2316 and comprised in Dag Nos. - 3386, 3384 and 3384/4097, J. L. No. - 1, R. S. No. - 12, Touzi No. - 173, Holding No. - 1209, under Ward No. - 11, within the limits of Kamarhati Municipality, being Premises No. - 5/2, M. M. Feeder Road, P.S. - Belgharia, Kolkata - 700057, in the District of North 24 Parganas and the property is free from all encumbrances, charges, liens in any manner whatsoever.

AND WHEREAS after conveying and assigning the above mentioned portion of land measuring an area of 300 sq.ft. equivalent to 6 chittacks 30 sq.ft. more or less with structure by Smt. Rupbani Manna, Smt. Kakali Banerjee and Mithu Chandra out of 7 cottahas 3 chittacks 28 sq.ft. more or less in favour of Sri Subrata Manna and Sri Debabrata Manna the owners herein, Smt. Rupbani Manna, Sri Subrata Manna, Sri Debabrata Manna, Smt. Kakali Banerjee and Mithu Chandra have been possessing and enjoying the remaining land i.e. 6 cottahas 12 chittacks 43 sq.ft. with structure under their absolute power, control and authority and they have mutated their names in the Assessment Record of Kamarhati Municipality on payment of usual rates and taxes being Holding No. 1209/1 under Ward No. - 11, within the limits of Kamarhati Municipality, being Premises No. - 5/2, M. M. Feeder Road, P.S. - Belgharia, Kolkata - 700057, in the District of North 24 Parganas.

AND WHEREAS during peaceful physical possession of the aforesaid landed property Smt. Rupbani Manna, Sri Subrata Manna, Smt. Kakali Banerjee and Mithu Chandra described therein as the Donors of the One Part gifted, assigned and conveyed their undivided 4/5th share of land measuring about 5 cottahas 7 chittacks 7 sq.ft. more or less with structure in favour of Sri

Debabrata Manna described therein as the Donee of the Other Part by virtue of a Registered Deed of Gift and the said document was duly executed on 05.10.2021 and registered on 08.10.2021 in the office of Additional District Sub Registrar at Belghoria and recorded in Book No. - I, Volume No. - 1526-2021, Page from 170901 to 170934, Being No. - 152604826, for the year 2021.

AND WHEREAS thus by way of Gift said Sri Debabrata Manna got 4/5th share i.e. 5 cottahas 7 chittacks 7 sq.ft. more or less with structure from his mother, his brother and two sisters and he along with his own 1/5th share i.e. 1 cottah 5 chittacks 36 sq.ft. became the sole and absolute owner of the total Bastu Land admeasuring an area of 6 cottahas 12 chittacks 43 sq.ft. more or less with structure standing thereon lying and situated at Mouza - Ariadaha Kamarhati, J. L. No. - 1, R. S. No. - 12, Touzi No. - 173, under Khatian Nos. - 2315 and 2316 and comprised in Dag Nos. - 3386, 3384 and 3384/4097, under Ward No. - 11, within the limits of Kamarhati Municipality, being Premises No. - 5/2, M. M. Feeder Road, P.S. - Belgharia, Kolkata - 700057, in the District of North 24 Parganas.

AND WHEREAS the said Sri Debabrata Manna got mutated and recorded his name in the Assessment Register of local Kamarhati Municipality as rightful owner of the property under Ward No. - 11 and since then he has been possessing and enjoying the aforesaid property under his absolute power, control and authority on payment of usual rates and taxes and collecting receipts thereof.

AND WHEREAS during peaceful physical possession of the aforesaid property admeasuring an area of 6 cottahas 12 chittacks 43 sq.ft. more or less with structure said Sri Debabrata Manna described therein as the Donor of the One Part gifted, assigned and conveyed a portion of land admeasuring an area of 4 cottahas 11 chittacks 28 sq.ft. more or less with structure out of his aforesaid area in favour of his elder brother Sri Subrata Manna, described therein as the Donee of the Other Part by virtue of a Registered Deed of Gift, which was duly executed and Registered on 08.10.2021 in the office of Additional District Sub Registrar at Belghoria and recorded in Book No. - I, Volume No. - 1526-2021, Page from 179291 to 179316, Being No. - 152604841, for the year 2021.

AND WHEREAS the said Sri Subrata Manna herein the Owner got mutated and recorded his name in the Assessment Register of Local Kamarhati Municipality as rightful Owner of the property, under Ward No. - 11 and since then he has been possessing and enjoying the aforesaid property under his absolute power, control and authority on payment of usual rates and taxes and collecting receipts thereof.

AND WHEREAS after conveying and assigning the above mentioned landed property admeasuring an area of 4 cottahas 11 chittacks 28 sq.ft. more or less with structure said Sri Debabrata Manna has been possessing and enjoying the remaining land i.e. 2 cottahas 1 chittack

15 sq.ft. more or less with structure under his absolute power, control and authority and he has mutated his name in the Assessment record of Kamarhati Municipality on payment of usual rates and taxes, under Ward No. - 11, within the limits of Kamarhati Municipality, being Premises No. - 5/2, M. M. Feeder Road, P.S. - Belghoria, Kolkata - 700057, in the District of North 24 Parganas.

AND WHEREAS one Rupbani Manna wife of Joydeb Manna of 7, nilgunj Road, P.S. - Belghoria, Kolkata - 700056 the mother of the present Owners herein purchased a plot of land admeasuring an area of 1 cottah 8 chittacks 42 sq.ft. more or less with structure from the then Vendor Haji Zahur Ahamed, son of Late Fazale Haque of 101 No. Nilratan Adhikary Road, Kamarhati, p.S. - Belghoria, Kolkata - 700058, District - North 24 Parganas, at valuable consideration stated therein and the property is lying and situates at Mouza - Ariadaha Kamarhati, J. L. No. - 1, R. S. No. - 12, Touzi No. - 173, under Khatian No. - 1109 and comprised in Dag Nos. - 3385(P) and 3314(P), Holding No. - 35, the then Ward No. - 8, at present Ward No. - 11, within the limits of Kamarhati Municipality being Premises No. - 5/2, M. M. Feeder Road, P.S. - Belghoria, Kolkata - 700057, in the District of North 24 Parganas, by a Registered Deed of Conveyance and the said document was duly executed on 31.01.2000 and Registered in the office at Additional District Sub-Registrar at Cossipore Dum Dum and Recorded in Book No. - I, Volume No. - 13, Pages 207 to 214, Being No. - 527, for the year 2000.

AND WHEREAS after becoming the sole and absolute Owner of aforesaid landed property admeasuring an area of 1 cottah 8 chittacks 42 sq.ft. more or less with structure, she got mutated and recorded her name in the Assessment Register of concerned Kamarhati Municipality as rightful Owner on payment of usual rates and taxes under Ward No. - 11, Holding No. -364/1, and collecting receipt thereof and since then she has been possessing and enjoying the same under her absolute Power, Control and Authority and the property is free from all encumbrances, charges, liens and mortgages in any manner whatsoever.

AND WHEREAS during peaceful physical possession of the aforesaid landed property the said Smt. Rupbani Manna, therein referred to as the Donor of the One Part gifted, assigned and conveyed a piece and parcel of land admeasuring an area of 1 cottah 8 chittacks 42 sq.ft. more or less with structure in favour of her elder daughter named Smt. Kakali Banerjee therein referred to as Donee of the Other Part by virtue of a Registered Deed of Gift which was duly executed and registered on 27.10.2021 in the office of Additional District Sub-Registrar at Belghoria and recorded in Book No. - I, Volume No. - 1526-2021, Page from 191800 to 191824, Being No. - 152605203, for the year 2021.

AND WHEREAS the said Smt. Kakali banerjee got mutated and recorded her name in the Assessment Register of Kamarhati Municipality as rightful Owner of the property, under Ward No. - 11, and since than she has been possessing and enjoying the aforesaid property under her absolute power, control and authority on payment of usual rates and taxes and collecting receipts thereof.

AND WHEREAS Sri Subrata Manna, son of Sri Joydeb manna of 7, Nilgunj Road, P.S. - Belghoria, Kolkata - 700056, herein the Owner purchased a plot of land admeasuring an area of 1 cottah 8 chittacks 42 sq.ft. more or less with structure from the then Vendor Usman Ansari, son of Late Fazale haque of 101No. Nilratan Adhikary Road, Kamarhati, P.S. - Belghoria, Kolkata - 700058, District - North 24 Parganas at valuable consideration stated therein, and the property is lying and situates at Mouza - Ariadaha Kamarhati, J. L. No. - 1, R. S. No. - 12, Touzi No. - 173, under Khatian No. - 1109 and comprised in Dag Nos. - 3385(P) and 3314(P), Holding No. - 35, the then Ward No. - 8, at present Ward No. - 11, within the limits of Kamarhati Municipality, being Premises No. - 5/2, M. M. Feeder Road, P.S. - Belghoria, Kolkata - 700057, in the District of North 24 Parganas, by a Registered Deed of Conveyance and the said document was duly executed on 04.02.2000 and Registered in the Office of Additional District Sub-Registrar at Cossipore, Dum Dum and Recorded in Book No. - I, Volume No. - 17, Pages 55 to 62, Being No. - 637, for the year 2000.

AND WHEREAS after becoming the sole and absolute Owner of aforesaid landed property admeasuring an area of 1 cottah 8 chittacks 42 sq.ft. with structure, he got mutated and recorded his name in the Assessment Register of concerned Kamarhati Municipality as rightful Owner on payment of usual rates and taxes under Ward No. - 11, Holding No. - 364/2, and collecting receipts thereof and since then he has been possessing and enjoying the same under his absolute Power, Control and authority and the property is free from all encumbrances, charges, liens and mortgages in any manner whatsoever.

AND WHEREAS during peaceful physical possession of the aforesaid landed property the said Sri Subrata Manna described therein as the Donor of the one part gifted, assigned and conveyed his land admeasuring an area of 1 cottah 8 chittacks 42 sq.ft. more or less with structure in favour of his mother named Smt. Rupbani Manna described therein as the Donee of the other part by virtue of a Registered Deed of Gift, which was duly executed and Registered on 08.10.2021 in the Office of Additional District Sub-Registrar at Belghoria and recorded in Book No. - I, Volume No. - 1526-2021, Page from 179216 to 179238, Being No. - 152604837, for the year 2021.

AND WHEREAS the said Smt. Rupbani Manna got mutated and recorded her name in the Assessment Register of Kamarhati Municipality as rightful Owner of the property, under Ward No. - 11 and since then she has been possessing and enjoying the aforesaid property under her absolute power, control and authority on payment of usual rates and taxes and collecting receipts thereof.

AND WHEREAS during peaceful physical possession of the aforesaid landed property the said Smt. Rupbani Manna therein referred to as the Donor of the one part gifted and assigned her land admeasuring an area of 1 cottah 8 chittacks 42 sq.ft. more or less with structure in favour of her elder daughter named Smt. Kakali Banerjee therein referred to as the Donee of the other part by virtue of a Registered Deed of Gift, which was duly executed and registered on 27.10.2021 in the Office of Additional District Sub-Registrar at Belghoria and recorded in Book No. - I, Volume No. - 1526-2021, Page from 192255 to 192280, Being No. - 152605198 for the year 2021.

AND WHEREAS the said Smt. Kakali Banrjee got mutated and recorded her name in the Assessment Register of Kamarhati Municipality as rightful Owner of the property, under Ward No. - 11, and since then she has been possessing and enjoying the aforesaid property under her absolute power, control and authority on payment of usual rates and taxes and collecting receipts thereof.

AND WHEREAS Sri Debabrata Manna, son of Sri Joydeb manna of 7, Nilgunj Road, P.S. - Belghoria, Kolkata - 700056, herein the Owner purchased a plot of land admeasuring an area of 1 cottah 8 chittacks 42 sq.ft. more or less with structure from the then Vendor Mahamood Alam, son of Late Fazale haque of 101No. Nilratan Adhikary Road, Kamarhati, P.S. - Belghoria, Kolkata - 700058, District - North 24 Parganas at valuable consideration stated therein, and the property is lying and situates at Mouza - Ariadaha Kamarhati, J. L. No. - 1, R. S. No. - 12, Touzi No. - 173, under Khatian No. - 1109 and comprised in Dag Nos. - 3385(P) and 3314(P), Holding No. - 35, the then Ward No. - 8, at present Ward No. - 11, within the limits of Kamarhati Municipality, being Premises No. - 5/2, M. M. Feeder Road, P.S. - Belghoria, Kolkata - 700057, in the District of North 24 Parganas, by a Registered Deed of Conveyance and the said document was duly executed on 31.01.2000 and Registered in the Office of Additional District Sub-Registrar at Cossipore, Dum Dum and Recorded in Book No. - I, Volume No. - 13, Pages 199 to 206, Being No. - 526, for the year 2000.

AND WHEREAS after becoming the sole and absolute Owner of aforesaid landed property admeasuring an area of 1 cottah 8 chittacks 42 sq.ft. more or less with structure, he got mutated and recorded his name in the Assessment Register of concerned Kamarhati Municipality as rightfull Owner on payment of usual rates and taxes under Ward No. - 11, Holding No. - 364/3, and collecting receipts thereof and since then he has been possessing and enjoying the same under his absolute Power, Controll and Authority and the property is free from all encumbrances, charges, liens and mortgages in any manner whatsoever.

AND WHEREAS during peaceful physical possession of the aforesaid landed property the said Sri Debabrata Manna described therein as the Donor of the one part gifted, assigned and conveyed his land admeasuring an area of 1 cottah 8 chittacks 42 sq.ft. more or less with structure in favour of his mother named Smt. Rupbani Manna described therein as the Donee of the other part by virtue of a Registered Deed of Gift, which was duly executed and Registered on 08.10.2021 in the Office of Additional District Sub-Registrar at Belghoria and recorded in Book No. - I, Volume No. - 1526-2021, Page from 179437 to 179459, Being No. - 152604848, for the year 2021.

AND WHEREAS the said Smt. Rupbani Manna got mutated and recorded her name in the Assessment Register of Kamarhati Municipality as rightful Owner of the property, under Ward No. - 11 and since then she has been possessing and enjoying the aforesaid property under her absolute power, controal and authority on payment of usual rates and taxes and collecting receipts thereof.

AND WHEREAS during peaceful physical possession of the aforesaid landed property the said Smt. Rupbani Manna therein referred to as the Donor of the one part gifted and assigned her land admeasuring an area of 1 cottah 8 chittacks 42 sq.ft. more or less with structure in favour of her elder daughter named Smt. Kakali Banerjee therein referred to as the Donee of the other part by virtue of a Registered Deed of Gift, which was duly executed and registered on 27.10.2021 in the Office of Additional District Sub-Registrar at Belghoria and recorded in Book No. - I, Volume No. - 1526-2021, Page from 191825 to 191850, Being No. - 152605200 for the year 2021.

AND WHEREAS the said Smt. Kakali Banerjee got mutated and recorded her name in the Assessment Register of Kamarhati Municipality as rightful Owner of the property, under Ward No. - 11, and since then she has been possessing and enjoying the aforesaid property under her absolute power, control and authority on payment of usual rates and taxes and collecting receipts thereof.

AND WHEREAS the mother of the Owners herein Smt. Rupbani Manna, wife of Joydeb Manna of 7, Nilgunj Road, P.S. - Belghoria, Kolkata - 700056, District - North 24 Parganas, purchased another plot of land admeasuring an area of 7 cottahas 3 chittacks 32 sq.ft. more or less with structure from the then Vendor Smt. kamala Bala Das, wife of Jiban Krishna Das of 9, Roy Jatindra Nath Chowdhury Lane, P.S. - Baranagar in the Suburbs of Calcutta at valuable consideration stated therein and the property is lying and situates at Mouza - Ariadaha Kamarhati, J. L. No. 1, R. S. No. - 12, Touzi No. - 173, under Khatian Nos. - 2315 and 2316, and comprised in Dag Nos. - 3386, 3384 and 3384/4097, Holding No. - 27, the then Ward No. - 8, at present Ward No. - 11, within the limits of Kamarhati Municipality, being Premises No. - 5/2, M. M. Feeder Road, P.S. - Belghoria, Kolkata - 700057, in the District of North 24 Parganas, by a Registered Deed of Conveyance and the said document was duly executed and Registered on 19.01.1993, in the Office of Registrar of Assurances, Calcutta and recorded in Book No. - I, Volume No. - 18, Pages 191 to 205, Being No. - 729, for the year 1993.

AND WHEREAS after becoming the sole and absolute Owner of aforesaid landed property admeasuring an area of 7 cottahas 3 chittacks 32 sq.ft. more or less with structure, she got mutated and recorded her name in the Assessment Register of concerned Kamarhati Municipality as rightfull Owner on payment of usual rates and taxes under Ward No. - 11, Holding No. - 1211, and collecting receipt thereof and since then she has been possessing and enjoying the same under her absolute Power, Control and authority and the property is free from all encumbrances, charges, liens and mortgages in any manner whatsoever.

AND WHEREAS during peaceful possession of the aforesaid landed property the said Smt. Rupbani Manna described therein as the Donor of the one part gifted, assigned and conveyed a portion of land admeasuring an area of 1 cottah 10 chittacks 30 sq.ft. more or less with structure in favour of her two sons namely Sri Subrata Manna and Sri Debabrata Manna described therein as the Donees of the of the other part by virtue of a Registered Deed of Gift which was duly executed and Registered on

02.06.2020 in the Office of Additional District Sub-Registrar at Belghoria and recorded in Book No. - I, Volume No. - 1526-2020, Page from 42462 to 42505, Being No. - 152601257, for the year 2020.

AND WHEREAS after assigning and transferring the aforesaid land the said Smt. Rupbani Manna hold and possess the remaining land admeasuring an area of 5 cottahas 9 chittacks 2 sq.ft. more or less with structure and out of said area said Smt. Rupbani Manna therein referred to as the Donor of the one part gifted, assigned and conveyed a portion of land admeasuring an area of 2 cottahas 5 chittacks 7 sq.ft. more or less with structure in favour of her younger son Sri Debabrata Manna therein referred to as the Donee of the other part by virtue of a Registered Deed of Gift, which was duly executed and Registered on 08.10.2021, in the Office of Additional District Sub-Registrar at Belghoria and recorded in Book No. - I, Volume No. - 1526-2021, Page from 179055 to 179078, Being No. - 152604831, for the year 2021.

AND WHEREAS after assigning and transferring the aforesaid land admeasuring an area of 2 cottahas 5 chittacks 7 sq.ft. more or less with structure said Smt. Rupbani Manna described therein as the Donor of the one part further gifted, assigned and conveyed a portion of land admeasuring an area of 8 chittacks 37 sq.ft. more or less with structure in favour of her said younger son Sri Debabrata Manna described therein as the Donee of the other part by virtue of a Registered Deed of Gift, which was duly executed and Registered on 08.10.2021, in the Office of Additional District Sub-Registrar at Belghoria and recorded in Book No. - I, Volume No. - 1526-2021 Page from 179413 to 179436, Being No. - 152604846, for the year 2021.

AND WHEREAS thus in the manner as aforesaid and by virtue of above said 2 (Two) registered Deed of Gift bearing No. - 152604831, for the year 2021 and another Deed of Gift bearing No. - 152604846, for the year 2021, the said Sri Debabrata Manna, the Owner herein became the sole and absolute Owner of land admeasuring an area of 2 cottahas 5 chittacks 7 sq.ft. more or less with structure and another plot of land admeasuring an area of 8 chittacks 37 sq.ft. more of less with structure and he got mutated and recorded his name in the Assessment Register of concerned Kamarhati Municipality in respect of 2 (Two) aforesaid plots of land as rightful Owner on Payment of usual rates an taxes under Ward No. - 11, and collecting receipts thereof and since then he has been possessing and enjoying the same under his absolute power, control and authority and the properties are free from all encumbrances, chages, liens and mortgages in any manner whatsoever.

AND WHEREAS during peaceful possession of the remaining land admeasuring an area of 2 cottahas 11 chittacks 3 sq.ft. more or less with structure the said Smt. Rupbani Manna therein referred to as the Donor of the one part gifted, assigned and conveyed the aforesaid land i.e. 2 cottahas 11 chittacks 3 sq.ft. more or less with structure in favour of her elder son named Sri Subrata Manna therein referred to as the Donne of the Other Part by virture of a Registered Deed of Gift which was duly executed and registered on 08.10.2021 in the Office of Additional District Sub-Registrar at Belghoria and recorded in Book No. - I, Volume No. - 1526-2021, Page from 179317 to 179340, Being No. - 152604842, for the year 2021.

AND WHEREAS thus by way of Gift, the said Sri Subrata Manna, the Owner herein became the sole and absolute Owner of land admeasuring an area of 2 cottahas 11 chittacks 3 sq.ft. more or less with structure, he got mutated and recorded his name in the Assessment Register of concerned Kamarhati Municipality in respect of aforesaid plot of land as rightful Owner on payment of usual rates and taxes under Ward No. - 11, and collecting receipt thereof and since then he has been possessing and enjoying the same under his absolute power, control and authority and the property is free from all encumbrances, charges, liens and mortgages in any manner whatsoever.

AND WHEREAS one of the Owner herein Sri Subrata Manna, son of Late Joydeb Manna of 7, Nilgunj Road, P.S. - Belghoria, Kolkata - 700056, purchased a plot of land admeasuring an area of 11 cottahas 10 chittacks 39 sq.ft. more or less with structure from the then Vendor Smt. Kamala Bala Das, wife of Jiban Krishna Das of 9, Roy Jatindra Nath Chowdhury Lane, P.S. - Baranagar, in the suburbs of Calcutta at valuable consideration stated therein and the property is lying and situates at Mouza - Ariadaha Kamarhati, J. L. No. - 1, R. S. No. - 12, Touzi No. - 173, under Khatian Nos. - 2315 and 2316, and comprised in Dag Nos. - 3386, 3384 and 3384/4097, Holding No. - 27, the then Ward No. - 8, at present Ward No. - 11, within the limits of Kamarhati Municipality, being premises No. - 5/2, M. M. Feeder Road, P.S. - Belghoria, Kolkata - 700057, in the District of North 24 Parganas, by a Registered Deed of Conveyance and the said document was duly executed and Registered on 19.01.1993, in the office of Registrar of Assurances, Calcutta and recorded in Book No. - I, Volume No. - 18, Pages 231 to 246, Being No. - 732, for the year 1993.

AND WHEREAS after becoming the sole and absolute Owner of aforesaid landed property admeasuring an area of 11 cottahas 10 chittacks 39 sq.ft. more or less with structure, he got mutated and recorded his name in the Assessment Register of concerned Kamarhati Municipality as rightful Owner on payment of usual rates and taxes under Ward No. - 11, Holding No. - 1212, and collecting receipts thereof and since then he has been possessing and enjoying the same under his absolute power, control and authority and the property is free from all encumbrances, charges, liens and mortgages in any manner whatsoever.

AND WHEREAS during peaceful physical possession of the aforesaid landed property the said Sri Subrata Manna therein referred to as the Donor of the one part gifted, assigned and conveyed a piece and parcel of land admeasuring an area of 6 cottahas 12 chitacks 9 sq.ft. more or less with structure in favour of his younger brother named Sri Debabrata Manna therein referred to as the Donee of the other part by virtue of a Registered Deed of gift, which was duly executed and registered on 08.10.2021, in the Office of Additional District Sub-Registrar at Belghoria and recorded in Book No. - I, Volume No. - 1526-2021, Page from 179341 to 179363, Being No. - 152604843, for the year 2021.

AND WHEREAS after assigning and transferring the aforesaid land the said Sri Subrata Manna described therein as the Donor of the one part further gifted, assigned and conveyed a piece and parcel of land admeasuring an area of 1 cottah 2 chittacks 30 sq.ft. more or less with structure in favour of his said

younger brother named Sri Debabrata Manna, described therein as the Donee of the other part by virtue of a Registered Deed of Gift which was duly executed and registered on 08.10.2021, in the Office of Additional District Sub-Registrar at Belghoria and recorded in Book No. - I, Volume No. - 1526-2021, Page from 179120 to 179142, Being No. - 152604833, for the year 2021.

AND WHEREAS thus is the manner as aforesaid and by virtue of abovesaid 2 (Two) Registered Deed of Gift bearing No. - 152604843, for the year 2021 and another Deed of Gift bearing No. - 152604833 for the year 2021 the said Sri Debabrata Manna the Owner herein became the sole and absolute Owner of 2 (Two) plots of land admeasuring an area of 6 cottahas 12 chittacks 9 sq.ft. more or less with structure and another plot of land measuring about 1 cottah 2 chittacks 30 sq.ft. more or less with structure, he got mutated and recorded his name in the Assessment Register of concerned Kamarhati Municipality in respect of 2 (Two) aforesaid plots of land as rightful Owner on payment of usual rates and taxes, under Ward No. - 11, and collecting receipts thereof and since then he has been possessing and enjoying the same under his absolute power, control and authority and the properties are free from all encumbrances, charges, liens, and mortgages in any manner whatsoever.

AND WHEREAS during peaceful physical possession of the remaining land admeasuring an area of 3 cottahas 12 chittacks more or less with structure the said Sri Subrata Manna, therein referred to as the Donor of the one part gifted, assigned and conveyed the aforesaid land i.e. 3 cottahas 12 chittacks more or less in favour of his beloved mother named Smt. Rupbani Manna, therein referred to as the Donee of the other part by virtue of a Registered Deed of Gift, which was duly executed and registered on 08.10.2021, in the Office of Additional District Sub-Registrar at Belghoria and recorded in Book No. - I, Volume No. - 1526-2021, Page from 179926 to 179948, Being No. - 152604864, for the year 2021.

AND WHEREAS thus by way of Gift, the said Smt. Rupbani Manna, became the sole and absolute Owner of land admeasuring an area of 3 cottahas 12 chittacks more or less with structure and she got mutated and recorded her name in the Assessment Register of concerned Kamarhati Municipality in respect of aforesaid plot of land as rightful Owner on Payment of usual rates and taxes under Ward No. - 11, and collecting receipts thereof and since then she has been possessing and enjoying the same under her absolute power, control and authority and the property is free from all encumbrances, charges, liens and mortgages in any manner whatsoever.

AND WHEREAS during peaceful physical possession of the aforesaid landed property, the said Smt. Rupbani Manna, described therein as the Donor of the one part gifted, assigned and conveyed a piece and parcel of land measuring about 3 cottahas 12 chittacks more or less with structure in favour of her younger daughter named Mithu Chandra alias Mithu Manna, described therein as the Donee of the other part by virtue of a Registered Deed of Gift, which was duly executed and registered on 27.10.2021, in the Office of Additional District Sub-Registrar at Belghoria and recorded in Book No. - I, Volume No. - 1526-2021, Page from 191674 to 191699, Being No. - 152605207, for the year 2021.

AND WHEREAS thus by way of Giff, the said Mithu Chandra alias Mithu Manna, the Owner herein became the sole and absolute Owner of land admeasuring an area of 3 cottahas 12 chittacks more or less with structure and she got mutated and recorded her name in the Assessment Register of concerned Kamarhati Municipality in respect of aforesaid plot of land as rightful Owner on Payment of usual rates and taxes under Ward No. - 11, and collecting receipts thereof and since then she has been possessing and enjoying the same under her absolute power, control and authority and the property is free from all encumbrances, chages, liens and mortgages in any manner whatsoever.

AND WHEREAS one of the Owner herein Sri Debabrata Manna, son of Late Joydeb Manna of 7, Nilgunj Road, P.S. - Belghoria, Kolkata - 700056, purchased a plot of land admeasuring an area of 8 cottahas 3 chittacks 37 sq.ft. more or less with structure from the then Vendor Smt. Kamala Bala Das, wife of Jiban Krishna Das of 9, Roy Jatindra Nath Chowdhury Lane, P.S. - Baranagar, in the suburbs of Calcutta at valuable consideration stated therein and the property is lying and situates at Mouza - Ariadaha Kamarhati, J. L. No. - 1, R. S. No. - 12, Touzi No. - 173, under Khatian Nos. - 2315 and 2316, and comprised in Dag Nos. - 3386, 3384 and 3384/4097, Holding No. - 27, the then Ward No. - 8, at present Ward No. - 11, within the limits of Kamarhati Municipality, being Premises No. - 5/2, M. M. Feeder Road, P.S. - Belghoria, Kolkata - 700057, in the District of North 24 Parganas, by a Registered Deed of Conveyance, and the said document was duly executed and registered on 19.01.1993, in the Office of Registrar of Assurances, Calcutta and recorded in Book No. - I, Volume No. - 18, Page 247 to 262, Being No. - 733, for the year 1993.

AND WHEREAS after becoming the sole and absolute Owner of aforesaid landed property admeasuring an area of 8 cottahas 3 chittacks 37 sq.ft. more or less with structure he got mutated and recorded his name in the Assessment Register of concerned Kamarhati Municipality as rightful Owner on Payment of usual rates and taxes under Ward No. - 11, Holding No. 1210, and collecting receipts thereof and since then he has been possessing and enjoying the same under his absolute power, control and authority and the property is free from all encumbrances, charges, liens and mortgages in any manner whatsoever.

AND WHEREAS during peaceful physical possession of the aforesaid landed property, the said Sri Debabrata Manna therein referred to as the Donor of the one part gifted, assigned and conveyed a portion of Land admeasuring an area of 7 cottahas 2 chitacks 28 sq.ft. more or less with structure in favour of his elder brother named Sri Subrata Manna, therein referred to as the Donee of the other part by virtue of a Registered Deed of Gift, which was duly executed and Registered on 08.10.2021, in the Office of Additional District Sub-Registrar at Belghoria and recorded in Book No. - I, Volume No. - 1526-2021, Page from 179168 to 179191, Being No. - 152604835, for the year 2021.

AND WHEREAS after becoming the sole and absolute Owner of aforesaid landed property admeasuring an area of 7 cottahas 2 chitacks 28 sq.ft. more or less with structure he got mutated and recorded his name in the Assessment Register of concerned Kamarhati Municipality as rightful Owner on

payment of usual rates and taxes under Ward No. - 11, and collecting receipts thereof and since then he has been possessing and enjoying the same under his absolute power, control and authority and the property is free from all encumbrances, charges, liens and mortgages in any manner whatsoever.

AND WHEREAS after assigning and transferring the aforesaid land admeasuring an area of 7 cottahas 2 chitacks 28 sq.ft. more or less with structure Sri Debabrata Manna hold and possess the remaining land admeasuring and area of 1 cottah 1 chittack 9 sq.ft. more or less under his absolute power, control and authority and the property is free from all encumbrances.

AND WHEREAS by a Deed of Sale, dated 19.01.1993, registered at the Office of the Registrar of Assurances, Calcutta, duly recorded in Book No. - I, Volume No. - 18, Pages from 191 to 205, Being No. - 729, for the year 1993, Smt. Rupbani Manna the mother of the present Owners herein purchased All that piece and parcel of land admeasuring an area of 7 cottahas 3 chitacks 32 sq.ft. more or less with structure lying and situates at Mouza - Ariadaha Kamarhati and comprised in Dag Nos. - 3386, 3384 and 3384/4097, under Khatian Nos. - 2315 and 2316, Ward No. - 8, Holding No. - 27, within the limits of Kamarhati Municipality, being Premises No. - 5/2, M. M. Feeder Road, P.S. - Belghoria, Kolkata - 700057 in the District of North 24 Parganas.

AND WHEREAS after such purchase by virtue of the said Deed of Sale said Smt. Rupbani Manna became the sole and absolute Owner of the said area of land admeasuring an area of 7 cottahas 3 chitacks 32 sq.ft. more or less with structure subsequently she mutated and recorded her name in the Assessment Register of local Kamarhati Municipality and since then she has been possessing and enjoying the same under her absolute power, control and authority and the property is free from all encumbrances.

AND WHEREAS by a Deed of Sale, dated 19.01.1993 registered at the office of the Registrar of Assurances, Calcutta, duly recorded in Book No. - I, Volume No. - 18, Pages from 216 to 230, Being No. - 731, for the year 1993, one Joydeb Manna (Now Deceased), son of Hiralal Manna the father of the present owners herein during his life time purchased All that piece and parcel of land admeasuring an area of 7 cottahas 3 chittacks 28 sq.ft. more or less with structure lying and situates at Mouza - Ariadaha Kamarhati and comprised in Dag Nos. - 3386, 3384 and 3384/4097 under Khatian Nos. - 2315 and 2316, Ward No. - 8, Holding No. - 27, within the limits of Kamarhati Municipality, being Premises No. - 5/2, M. M. Feeder Road, P.S. - Belghoria, Kolkata - 700057, in the District of North 24 Parganas.

AND WHEREAS after such purchase by virtue of the said Deed of Sale said Joydeb Manna become the sole and absolute Owner of the said area of land admeasuring an area of 7 cottahas 3 chittacks 28 sq.ft. and subsequently he during his life time mutated and recorded his name in the Assessment Register of local Kamarhati Municipality and since then he has / had been possessing and enjoying the same under his absolute power, control and authority and the property is free from all encumbrances.

AND WHEREAS during peaceful physical possession of the said property said joydeb Manna died intestate on 11.02.2019 leaving behind him his wife Smt. Rupbani Manna and two sons namely Sri

Subrata Manna and Sri Debabrata Manna and two daughters namely Smt. Kakali Banerjee and Mithu Chandra as his legal heirs and successors to the property and estate left by the said deceased Joydeb Manna.

AND WHEREAS as per provision of the law of Hindu Succession Act 1956 said Smt. Rupbani Manna, Sri Subrata Manna, Sri Debabrata Mann, Smt. Kakali Banerjee and Mithu Chandra became the joint Owners of the said area of land admeasuring an area of 7 cottahas 3 chittacks 28 sq.ft. more or less and each having undivided 1/5th share of the said property i.e. 1040.60 sq.ft. more or less and they have been jointly seizing and possessing the same under their absolute power, control and authority and the said property is free from all encumbrances.

AND WHEREAS said Smt. Rupbani Manna described therein as the Donor of the one part gifted, assigned and conveyed a portion of land measuring about 1 cottah 10 chittacks 30 sq.ft. more or less together with structure out of her aforesaid area of land admeasuring an area of 7 cottahas 3 chittacks 32 sq.ft. more or less and also an area of land measuring about 60 sq.ft. more or less out of her inherited 1/5th share i.e. 1040.60 sq.ft. from the land of deceased Joydeb Manna i.e. total area of land admeasuring an area of 1 cottah 12 chittacks more or less with structure in favour of her two sons namely Sri Subrata Manna and Sri Debabrata Manna described therein as the Donees of the other part and similarly Smt. Kakali Banerjee and Mithu Chandra described therein as the Donors of the one part also gifted, assigned and conveyed a portion of land admeasuring an area of 5 chittacks 15 sq.ft. more or less out of their inherited 2/5th share i.e. 2081.20 sq. ft. from the land of deceased Joydeb Manna in favour of their two brothers namely Sri Subrata Manna and Sri Debabrata Manna described therein as the Donees of the other part by dint of a Registered Deed of Gift which was duly executed and registered on 02.06.2020 in the office of Additional District Sub Registrar at Belghoria and recorded in Book No. - I, Volume No - 1526-2020, Page from 42462 to 42505, Being No. - 152601257 for the year 2020, both the lands are lying and situate at Mouza - Ariadaha Kamarhati, in C. S. Dag Nos. - 3386, 3384 and 3384/4097, under Khatian Nos. - 2315 and 2316, J. L. No. - 1, R. S. No. - 12, Touzi No. - 173, within the limits of Kamarhati Municipality, under Ward No. - 11, Holding Nos. - 1209 and 1211, Premises No. - 5/2, M. M. Feeder Road, P.S. - Belghoria, Kolkata - 700057 in the District of North 24 Parganas.

AND WHEREAS by virtue of said Deed of Gift Sri Subrata Manna and Sri Debabrata Manna became the joint owners of total gifted land admeasuring an area of 2 cottahas 1 chittack 15 sq.ft. more or less with structure and they subsequently got mutated their names in the Assessment Record of Kamarhati Municipality being Holding No. - 1209/1, under Ward No. - 11, P.S. - Belghoria, Kolkata - 700057 and since then they have been possessing and occupying the above mentioned property under their absolute power, control and authority on payment of usual rates and taxes and collecting receipts thereof.

AND WHEREAS during peaceful physical possession of the aforesaid landed property the said Sri Subrata Manna therein referred to as the Donor of the one part gifted, assigned and conveyed 50% of his

undivided share i.e. 1 cottah 0 chittack 30 sq.ft. more or less out of total land admeasuring an area of 2 cottahas 1 chittack 15 sq.ft. more or less with structure in favour of his younger brother named Debabrata Manna therein referred to as the Donee of the other part by a Registered Deed of Gift which was duly executed and registered on 08.10.2021 in th office of Additional District Sub Registrar at Belghoria and the said document was recorded in Book No. - I, Volume No. - 1526-2021, Page from 179143 to 179167, Being No. - 152604834, for the year 2021.

AND WHEREAS after becoming the sole and absolute owner of aforesaid landed property admeasuring an area of 1 cottah 0 chittack 30 sq.ft. more or less Sri Debabrata Manna herein the owner along with his own ½ share i.e. 1 cottah 0 chittack 30 sq.ft. more or less became the sole and absolute owner of total land measuring an area of 2 cottahas 1 chittack 15 sq.ft. and he got mutated and recorded his name in the Assessment Register of concerned Kamarhati Municipality as rightful owner on payment of usual rates and taxes under Ward No. - 11, and collecting receipts thereof and since then he has been possessing and enjoying the same under his absolute power, control and authority and the property is free from all encumbrances, liens and mortgages in any manner whatsoever.

AND WHEREAS it is pertinent to mention here that one of the owner namely Sri Subrata Manna will retain 2 (Two) plots of land one admeasuring an area of 4 cottahas 11 chittacks 28 sq.ft. more or less with structure which he got by virtue of a Registered Deed of Gift from his brother named Sri Debabrata Manna and another land admeasuring an area of 2 cottahas 11 chittacks 03 sq.ft. more or less with structure which he got by virtue of a Registered Deed of Gift from his mother named Smt. Rupbani Manna and recital of aforesaid lands are depicted above, after becoming the sole and absolute owner of said 2 plots of land he got mutated and recorded his name in the Assessment Register of concerned Kamarhati Municipality as rightful owner on payment of usual rates and taxes, and the aforesaid 2 (two) plots are not fall within the ambit of Development Agreement.

AND WHEREAS thus in the manner as recited above said Sri Subrata Manna, now hold and possess the plot of land admeasuring an area of 9 cottahas 2 chittacks 28 sq. ft. more or less with structure, Sri Debabrata Manna now hold and possess the plot of land admeasuring an area of 16 cottahas 0 chittack 32 sq. ft.Smt. Kakali Banerjee now hold and possess the plot of land admeasuring an area of 4 cottahas 10 chittacks 36 sq. ft. more or less with structure and Mithu Chandra alias Mithu Manna, now hold and possess the plot of land admeasuring an area of 5 cottahas 4 chittacks 42 sq.ft. more or less with structure, the land owners herein now jointly and collectively seized and possessed of and sufficiently well entitled to **All That** the piece or parcel of plots of Bastu Land containing and aggregating by mesurement an area 35 (thrity five) cottahas, 03 (three) chittacks, 03 (three) sq. ft. with structure and they lawfully seizing and possessing the said land under their absolute power, control and authority and the property is lying and situates at Mouza - Ariadaha, Kamarhati, J. L. NO. - 1, R. S. No. - 12, Touzi No. - 173, under R. S. Khatian Nos. - 1109, 2315 and 2316, Modified Khatian Nos. - 1736 and 1737, L. R. Khatian Nos. - 10356, 10357, 10358, 10359 and 10360 and comprised in R. S. Dag Nos. - 3314 (P), 3385(P), 3384, 3386 and

3384/4097, L. R. Dag No. - 12324/12487 under Ward No. - 11, within P.S. - Belghoria, Kolkata - 700057 at Premises No. - 5/2, M. M. Feeder Road, in the District of North 24 Parganas and they holding the property without any interruption of others and they have the absolute right, title and interest over the said land and the same bears a good marketable title and free from all encumbrances, charges, liens, mortgages in any manner whatsoever.

AND WHEREAS the said Sri Subrata Manna, Sri Debabrata Manna, Smt. Kakali Banerjee and Mithu Chandra alias Mithu Manna the land owners herein amalgamated their individual holdings into a single holding being No. - 1210 under Ward No. - 11, against their total plot of land admeasuring an area of 35 cottahas 03 chittacks 03 sq.ft. more or less with structure at Premises No. - 5/2, M. M. Feeder Road, P.S. - Belghoria, Kolkata - 700057, District - North 24 Parganas, which is fully described in the First Schedule properly together with all easement common rights thereto by paying taxes and revenue to the proper authority.

AND WHEREAS the owners herein having been came to learn that the Developer as experienced building contractor and Developer firm have sufficient financial strength, as such the owners have approached and requested the Developer firm to develop the said First Schedule property with all modern facilities after demolishing the existing structure by constructing several multistoried Building at the said premises according to the Building Plan that will be sanctioned by the Kamarhati Municipality which has been mutually agreed by both the parties.

AND WHEREAS upon aforesaid representation of the owners and verified of title of the owners concerning the said premises and satisfied prior to execution of this Agreement, the Developer have agreed to develop the said premises by constructing (G+4) several multistoried Building on the First Schedule property as joint venture system with the owners.

AND WHEREAS the Second Part being an experienced and financial capable Developer approached the owners to enter into Agreement for developing the said property with a formulated scheme to do and for that after having several discussing regarding the terms and conditions of the Agreement, it has been settled that the terms and conditions should be fully embodied so that there should not be any confusion in the future towards the Agreement and Development of the said property. However the Developer shall start the construction after getting the new Building Plan to be sanctioned by the Kamarhati Municipality at its own costs and expenses as well as after demolition of the existing structure standing thereon.

AND WHEREAS accordingly aforesaid land owners authorized to **A. R. CONSTRUCTION** a partnership firm having its office at 153/1, B. T. Road, Vikram A. C. Market, 2nd floor, Room Nos. - 93 and 94, P.O. - I.S.I., P.S. - Baranagar, Kolkata - 700108, District - North 24 Parganas and for avoiding any future discrepancies executed a Registered **Development Agreement** dated 22.03.2022 and the said Document was duly registered in the office of Additional District Sub-Registrar at Belghoria and recorded in **Book**

No. - I, Volume No. - 1526-2022, Page from 79149 to 79217, Being No. - 152601940 for the year 2022 according to the terms and conditions mentioned therein.

AND WHEREAS the land owners also executed a Registered **Development Power of Attorney** in favour of "**A. R. CONSTRUCTION**" a partnership firm having its office at 153/1, B. T. Road, Vikram A. C. Market, 2nd floor, Room Nos. - 93 and 94, P.O. - I.S.I., P.S. - Baranagar, Kolkata - 700108, District - North 24 Parganas, represented through its Partners **(1) SRI AMIT DASGUPTA** and **(2) SRI RATAN BISWAS**, empowering them to do all acts, deeds, matters and things stated aforesaid as specifically mentioned in the said Development Power of Attorney dated 22.03.2022 and the said document was duly registered in the office of Additional District Sub-Registrar at Belghoria and recorded in **Book No. -I, Volume No. - 1526-2022, Page from 79395 to 79417, Being No. - 152601942, for the year 2022.**

AND WHEREAS the said A. R. CONSTRUCTION thereafter caused a Plan in the name of Owners duly sanctioned by the Kamarhati Municipality, vide Building Plan No. - 294/21-22 dated 8th February 2022 for construction of 3 (Three) Nos. of Multistoried Building define in Block - C, D, E consisting of Ground Plus 4 (Four) storied over the aforesaid land.

AND WHEREAS pursuant to and in terms of the said plan, the Developer have started construction of the New Building at the said premises at its own costs and expenses.

AND WHEREAS on or before entering into this Agreement, the intending Purchaser / Purchasers after taking inspection has / have fully satisfied himself / herself / themselves / itself about :-

- i) Title of the owners in respect of the said premises.
- ii) The Building Plan sanctioned by the Kamarhati Municipality.
- iii) The construction being made by the Developer at the said premises.
- iv) The calculation of super built-up area and the total area comprised in the Unit / Flat / Apartment.
- v) The specification for construction of the Flats / Units therein.

AND WHEREAS the present Purchaser/s being in need of a Flat, Being No. -, measuring carpet area ofsq.ft. (.....sq.mtr) corresponding to balcony area of sq.ft. (.....sq.mtr) be the same a little more or less at **sq.ft.** (.....sq.mtr) facing -, in **Block -** situated on the floor along with **One** net cement finished floor dependent **Garage / Car Parking** space measuring super built up area **sq.ft.** (.....sq.mtr) be the same a little more or less in the **Ground Floor** of any **Block** and approached the Owners / Vendors and the Developer for sale a Flat stated aforesaid in the newly constructed Building known as **J. D. M. GALAXY** situated at the Premises No. - 5/2, M. M. Feeder Road, P.S. - Belghoria, Kolkata - 700057 under Ward No. - 11, Holding No. - 1210 within the limits of Kamarhati Municipality, District North 24 Parganas.

AND WHEREAS the Vendors / Owners and the Developer agreed to sell and the Purchaser/s agreed to purchase a complete independent residential Flat Being No. -, measuring carpet area of

..... sq.ft. . (.....sq.mtr) corresponding to balcony area of sq.ft. . (.....sq.mtr) be the same a little more or less at **sq.ft.** . (.....sq.mtr) facing, in Block -, situated on the floor, along with **One** net cement finished floor dependent **Garage / Car Parking** space measuring super built up area **sq.ft.** . (.....sq.mtr) be the same a little more or less in the **Ground Floor** of any **Block** morefully and particularly described in the Second Schedule hereunder written together with the undivided proportionate share in the land which is specifically mentioned in the Frist Schedule herein below, being Premises No. - 5/2, M. M. Feeder Road, P.S. - Belghoria, Kolkata - 700057, Dist. - North 24 Parganas, Ward No. - 11, Holding No. - 1210, under Kamarhati Municipality, for a total consideration amount of **Rs.**/- (**Rupees**) only out of which the Purchasers have paid a sum of **Rs.**/- (**Rupees**) only as Booking / Advance money particularly described in the memo of earnest money hereunder written under the following terms and conditions hereinafter appearing :-

NOW THEREFORE, in consideration of the mutual representation, covenants, assurances, promises and agreement contained herein and other good and valuable consideration, the parties agree as follows:

1. TERMS :

Subject to the terms & conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase , the [Apartment / Flat] as specified in **Schedule 'A'** hereunder written.

The Total Price for the said Apartment and Appurtenances based on the carpet area is Rs. (Rupees only) and present applicable Taxes of Rs. (Rupees Only) ("**Total Price**"):-

Block / Building / Block No. _____	Rate of Apartment square feet
Apartment No. _____	
Type _____	
Floor _____	

*Provide break up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

AND

Garage / Closed Parking-1	Price for1
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Garage / Closed Parking-2	Price for 2

Explanation :

- (i) The Total Price above includes the booking amount will be paid by the allottee to the Promoter towards the said Apartment.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable to the Promoter, by whatever name called) upto the date of the Sale Deed or handing over the possession of the said Apartment to the allottee and the Project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/reduced based on such change/modification and allottee(s) undertake to pay the same.

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee; unless increase is attributable to any or omission of the Allottee or unless increase is for the period prior to such completion/ registration.

- (iii) The Promoter shall periodically intimate in writing to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of said Apartment includes recovery of price of land, construction cost, not only of the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment in the common areas, includes cost for providing initial infrastructure in respect of other facilities, amenities and specification to be provided within the said Apartment .

The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, from time to time. The Promoter

undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments:

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee unless the increase is attributable to any act or omission of the Allottee or unless the increase is for the period prior to such completion/registration.

The allottee(s) shall make the payment as per the payment plan set out in Schedule "C" ("Payment Plan").

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments as agreed between the parties for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.

It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is affected) in respect of the Apartment/Flat/building, as the case may be, without the previous written consent of the Allottee(s) as per the provisions of the Act. The Promoter duly explain and Allottee understand that as per law the extra F.A.R. is permissible apart from sanction plan and the allottee hereby grant consent and appoint the promoter as his/her/its authorized attorney to grant and sign all the paper and documents which may be necessary to obtain, modified or renewed Building Sanction Plan with extra available

F.A.R. or comply with Green Building or Metro Corridor or other norms and authorized the promoter to make additional floors/addition or alteration in the Project with change in location of size and place of the Clubs, Lawn, Car Parking Space and amenities provided however, the carpet area of that said Apartment and Floor allotted to the allottee will remain unchanged.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s) at allotted cost, or such minor changes or alterations as per the provisions of the Act.

The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after construction of the building is complete and the occupancy certificate or such other certificate by whatever name called issued by the Competent Authority is granted by the competent authority, by furnishing details of the changes, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the

excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this agreement. Subject to para 9.3 the Promoter agreed and acknowledges, the Allottee shall have the right to the said Apartment as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Apartment/ Flat;
- (ii) The Allottee(s) shall also have undivided proportionate share in the Common Areas as members of association. Since the share/ interest of Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff, Promoter and all persons permitted by the promoter etc., without causing any inconvenience or hindrance to them and as per rules made in this respect. It is clarified that the Promoter shall handover the common areas to the association of allottees and sale of major portion after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the said Apartment includes recovery of price of land (proportionate share), construction of, not only the said Apartment but also, proportionately the common areas, internal development charges as per specifications, external development charges as per agreed specification, taxes, cost of providing electric wiring, electrical connectivity area and installation to the said Apartment, lift, water line and plumbing, finishing with plaster of Paris, tiles, doors, windows, fire detection and firefighting equipment in the common areas, includes cost for providing necessary facilities, amenities and specification to be provided within the said Apartment and the Project;
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his said Apartment, subject to the safety guidelines.

It is made clear by the Promoter and the Allottee agrees that the said Apartment along with allotted parking space if any shall be treated as a single indivisible Apartment for all purposes. It is agreed that the Project is an independent, self-contained 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 Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

The Promoter agrees to pay all outgoings/dues before transferring the physical possession of the said Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages if taken by the Promoter or encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the said Apartment and created by the promoter). If the Promoter fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) or any liability, mortgage loan (if

taken by the promoter) and interest thereon before transferring the said Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

The Allottee has paid a sum of Rs.————— (Rupees————— only) as booking amount being part payment towards the Total Price of the Apartment/ Flat at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment/ Flat as prescribed in the payment plan at Schedule C as may be demanded by the Promoter within the time and manner specified therein. Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, (except in case of rebate in installments as above) the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan [through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable)] in favor of Promoter M/s. AR. Construction.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment/ Flat applied for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust appropriate all payments made by him/ her under any head(s) of dues against lawful outstanding of the Allottee

against the said Apartment, if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the said Apartment to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be.

Similarly, the Allottee shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under the Agreement subject to simultaneous completion of construction by the promoter as provided in the Schedule 'C' (Payment Plan).

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the said Apartment and accepted the floor plan, payment plan and the specification, amenities and facilities attached along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed under law and shall not have an option to make any variation/ alteration/modification in such plans, or modified plan other than in the manner provided under the Act, or this Agreement and breach of this term by the Promoter shall constitute a material breach of this Agreement.

Provided that nothing herein contained shall derogate or prejudice or effect the Promoter's rights and entitlements with regard to the matter connected to the plan and the addition / alteration thereof as contained in 1.6 hereinabove.

7. POSSESSION OF THE APARTMENT / FLAT:

7.1. Schedule for possession of the said Apartment/Flat – The Promoter agrees and understands that timely delivery of possession of the said Apartment to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment/ Flat along with ready and complete common areas with all specifications, amenities and facilities of the Project within the **07.02.2025** with an additional grace period of Six months unless there is delay or failure due to war, flood, drought, fire, Court cases or any order of the Statutory Authority cyclone earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("*Force Majeure*"). If, however, the completion of Project is delayed due to the *Force Majeure* conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allotment within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty

days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession- The Promoter, upon obtaining the occupancy certificate (which may be partial) from the competent authority shall offer in writing the possession of the said Apartment, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. Promoter shall give possession of the Apartment/Flat to the Allottee paid all their dues and comply with obligations. Provided that, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate upon payment of Allottee stamp duty and registration charges, legal expenses. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Association of Allottees, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover copy of the occupancy certificate of the Apartment/ Flat, as the case may be, to the Allottee at the time of conveyance of the same at the Allottees cost and expenses.

7.2.1. It is clarified that the Promoter shall be deemed to have duly complied with all its obligation in case the Promoter issues notice of completion to the Allottee(s) on or before the date mentioned in Clause 7.1. above and the allottee(s) shall be liable to pay the maintenance charges and other outgoings.

Failure of Allottee to take possession of Apartment/ Flat- Upon receiving a written intimation from the Promoter as per Para 7.2.1, the Allottee(s) shall take possession of the Apartment/ Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment/ Flat to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in Para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified under Para 7.2.1 above.

Possession by the Allottee - After obtaining the occupancy certificate and handing over physical possession of the Apartment/ Flat to the Allottee(s), it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Association of Allottees or the competent authority, as the case may be as per the local laws.

Provided that, the Promoter shall handover the necessary documents and plans, including common areas, to the Association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

Cancellation by Allottee- The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit 5% of the total amount paid by the allotment. The balance amount of money paid by the Allottee(s) (other than taxes paid by the allottee and/or stamp duty and registration charges incurred by the allottee) shall be returned by the Promoter to the Allottee(s) without interest, and without any loss to the Promoter and only out of the amounts received by the Promoter against Sale of the said Apartment to any

other interested persons or within 45 days of acceptance of such cancellation. The allottee shall at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

Compensation – The Promoter shall compensate the Allottee in case of any loss, caused to him due to defective title of the land, on which the Project is being developed or has been developed and which defect was known to the Promoter and the Promoter had willfully not disclosed to the allottee, in the manner as provided under the Act and the claim for the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment/ Flat (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the said Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Allottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the said Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

The Promoter hereby represents and warrants to the Allottee(s) as follows:

- (i) The Owners has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land with license to the Promoter to develop the Project thereon. The Allottee(s) has taken inspection of all the title deeds, Record of Rights, other documents and plans and has made all necessary searches and is (are) fully satisfied about the plan and title of the Promoter/Owners in respect of the said Premises. The Allottee(s) shall not be entitled to and agree not to raise any objection and/or make any query with regard thereto.
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Said Apartment and appertaining share in the Land, however for obtaining financial assistance and/or loans from bank financial institutions, NBFC's and other lenders, the promoter/owner may already have created mortgage and/or charge on the said land and shall be at liberty to create further mortgages and/or charges in respect of the said land or any part thereof, and the allottee hereby consents to the same **Provided However that** at the time of the execution of the deed of conveyance/ transfer in terms hereof, the promoter assures to have the said apartment released from any such mortgage and/or charge, if any, with intent that the allottee, subject to

making payment of all amounts payable hereunder or otherwise and complying with his other obligation herein, will be acquiring title to the said apartment free from all such mortgages and charges created by the promoter;

- (iv) There are no litigations effecting title of the said land pending before any Court of law or Authority with respect to the said Land, Project or the said Apartment. If it is found then the Promoter at its own cost will contest the same and keep the Allottee fully indemnify.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and said Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said land, building and said Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) intended to be created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment/Flat which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment/Flat to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the said Apartment to the Allottee(s) and the common areas to the Association of Allottee(s) upon the same being registration or the Competent Authority as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the said Land;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities till the completion certificate has been issued and possession of the proportionate share attributed the said Apartment thereof till the period mentioned in the intimation to the allottee to the said Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.
- (xiii) That the property is not Wakf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events:-

- (i) The Promoter fails to provide ready to move in possession of the Apartment / Flat to the Allottee(s) within the time period specified in Para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority or extended by the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the said Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, or partial Completion Certificate as the case may be, has been applied/issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

In case of default by the Promoter under the conditions listed above provided the Allottee complies with his obligation under this Agreement, Allottee(s) is entitled to the following:-

- (i) Stop making further payments linked to construction milestones to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest provided that this clause shall not be applicable if the payment by the Allottee is not construction linked;
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Apartment, along with interest as prescribed in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment/ Flat, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee(s) fails to make payments for two consecutive demands made by the Promoter as per the payment plan annexed thereto, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment/ Flat in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon

stand terminated. Such refund shall not include any amount paid by the allottee on account of Taxes paid by the allottee and/or stamp duty, registration charges, legal expenses incurred by the allottee and shall be made out of the amounts received by the Promoter against Sale of said Flat to any other interested persons. The allottee shall at his/its own costs and expenses, execute all necessary documents required by the promoter in this regard :

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT/FLAT:

The Promoter, on receipt of Total Price of the Apartment/ Flat as per Para 1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the said Apartment together with proportionate indivisible share in common the areas within three months from the date of issuance of the occupancy certificate, to the Allottee:

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice letter or to pay the total price and other dues to the Allottee, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges and all other dues to the Promoter is made by the Allottee(s) and the Allottee shall also be deemed to be under condition of default under Clause 7.3 and 9.3 above. The Allottee shall be solely responsible and liable for compliance of the provision of Indian Stamp Act, 1899 including any action taken or deficiencies/penalties imposed by the competent Authority(ies).

OWNER'S CONFIRMATION :

The land Owners have been made parties to these presents to confirm the Allottee that the land owners shall join in as party to the Deed of Conveyance or transfer that will be executed and registered by the Promoter for sale of the said apartment in favour of the Allottee without claiming any consideration or additional consideration from the Allottee. The land owners obligation is limited to transfer of land comprised in the said premises, which may either be in favour of the Allottee individually or the Association of the Allottee as may be applicable.

It is expressly agreed and made clear that in case the laws for time being in force require the transfer of the Common Areas and Installations and/or the land comprised in the said land to be carried out in favour of the Association or else, then the deed of conveyance in respect of the Said Apartment shall also be executed and registered by the Promoter and the Owners in favour of the Allottee (i.e. the proportionate share in common areas and installations and/or the proportionate share in the land comprised in the said land , as applicable)

11. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT :

The Promoter shall be responsible to provide and maintain the essential services in the Project, till the taking over of the maintenance of the Project by the Association of allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance shall be payable by the Allottee separately in addition to the Total Price of the said Apartment.

The terms conditions covenants restrictions etc, pertaining the use and enjoyment of the premises common area of the project are contained in house rules hereinafter mentioned and all the allottees of the apartments shall be bound and obliged to comply with the same.

12. DEFECT LIABILITY :

It is agreed that in case any structural defect or any other defect in workmanship, quality 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 within a period of five years by the allottee from the date of completion certificate or handing over possession whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided that the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Allottee or Association of Allottees and/or any other persons 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 of allottees or competent authority.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the Apartment/Flat on the specific understanding that his/her right to use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/Maintenance Agency/Association of allottees shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Association of allottees and/or Maintenance Agency to enter into the said 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.

15. USAGE:

Use of Basement and service areas:- The basement(s) and service areas, if any, as located within the project shall be earmarked 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, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the service areas and the basements if any 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 allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/ FLAT :

Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to comply with house Rules as per SCHEDULE "F" hereto maintain the said 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 said Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium 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 said Apartment, and keep the said Apartment, its walls and partitions, sewers, drains, pipes 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.

The Allottee 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, buildings therein or common areas. The Allottees shall also not change the color 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 Allottee shall not store any hazardous or combustible goods in the said Apartment or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the said Apartment.

The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of allottees and/or maintenance agency appointed by the Association of Allottees/Maintenance Society. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment/Flat, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment/Flat at his/her own cost.

18. 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, modified plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment. Provided however in case if the Allottee desire to obtain any loan, Bank Finance by creating the said Apartment solely for the payment of the amount payable herein to the Promoter it is sole responsible for the Allottee to clear the same and Promoter shall not be liable for the same.

However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the promoter may already have created mortgage and/or charge on the said land and shall be at liberty to create further mortgages and/or charge in respect of the said land or any part thereof, and the Allottee hereby consents to the same Provided However That at the time of execution of the deed of conveyance / transfer hereof, the promoter assures to have the said apartment released from any such mortgage and/or charge, if any, with intent that the allottee, subject to his making payment for all the amounts payable hereunder and otherwise and complying with his other obligations herein, will be acquiring title to the said apartment free from all such mortgages and charges created by the Promoter.

20. APARTMENT OWNERSHIP ACT:

The Promoter has assured the allottees that the project in its entirety is in accordance with the provisions of The West Bengal Apartment ownership Act 1972.

The Promoter made compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT :

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in the payment plan within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar or Additional Registrar of Assurance, Kolkata as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar or Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes 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 said Apartment/ Project, as the case may be.

23. RIGHT TO AMEND :

This Agreement may only be amended through written consent of the Parties.

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

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 said Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the said Apartment, with consent of the Promoter in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement waive the breach by the Allottee in not making payments as per the payment plan mentioned this Agreement including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.

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.

26. SEVERABILITY:

If any provision of this Agreement 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 the Agreement unless the same are capable of having been agreed by the parties or consented to by the Allottee and Promoter shall be deemed amended or deleted in so far as reasonably inconsistent

with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the Project, the same shall be the proportion with other facilities as mentioned which the carpet area of the said Apartment bears to the total carpet area of all the said Apartments in the Project.

28. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to each other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION :

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, in Belgharia, Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Belgharia or Additional Registrar of Assurance Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES:

All the notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by registered post at their respective addresses specified below:-

_____ **Name of Allottee**

_____ **(Allottee Address)**

M/s. A.R.CONSTRUCTION (Promoter Name)

153/1, B.T.ROAD, VIKRAMA MARKET KOLKATA-700108 (Promoter Address)

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee(s), as the case may be.

31. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottee(s).

32. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act, rules and regulations made thereunder including other applicable laws of India for the time being in force.

Any application, letter, allotment letter, agreement or any other document signed by the allottee, in respect of the apartment, Flat or building, as the case may be, prior to the execution and registration of the agreement for sale for such apartment, Flat or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the agreement for sale or under the Act, the rules or the regulations made thereunder.

33. DISPUTE RESOLUTION :

All or any dispute arising out of or touching upon or in relation to the terms and conditions of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, between the Parties, failing which the dispute shall be settled through the Adjudicating Officer appointed under the Act. In case of the failure of the parties to settle dispute amicably the parties agree to refer such disputes to be settled under the provision of the Arbitration and Conciliation Act, 1996.

IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this Agreement for sale at Belgharia/Kolkata in the presence of attesting witness, signing as such on the day first above written.

Please affix photographs and sign across the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Owners through their Constituted Attorney in the presence of :

1)

2)

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter in the present of:

(1) Signature _____ Name _____ Address _____

(2) Signature _____ Name _____ Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers) in the presence of :

(1) Signature _____

Name

Address

(2) Signature _____ Name
Address

THE FIRST SCHEDULE ABOVE REFERRED TO :

(DESCRIPTION OF THE LAND UNDER DEVELOPMENT)

ALL THAT piece and parcel of Bastu Land / Bahutal Abasan containing an area of 35 (Thirty Five) Cottahas 03 (Three) Chittacks 03 (Three) sq. ft. be the same a little more or less, together with (G+4) storied Building define in Block - C, D & E standing thereon, lying and situates at Mouza- - Ariadaha Kamarhati, J. L. No. - 1, R. S. No. - 12, Touzi No. - 173, under R. S. Khatian Nos. - 1109, 2315 and 2316, Modified Khatian Nos. - 1736 and 1737, L. R. Khatian Nos. - 10356, 10357, 10358, 10359 and 10360 and comprised in R. S. Dag Nos. - 3314(P), 3385(P), 3384, 3386 and 3384/4097 L. R. Dag No.- 12324/12487, under Ward No. - 11, Holding No. - 1210, within the local limits of Kamarhati Municipality, at the Premises No. - 5/2, M. M. Feeder Road, P. S. - Belgharia, Kolkata - 700 057, under A. D. S. R. Office, Belgharia, in the District of North 24 Parganas. TOGETHER WITH all easement right over the said property with all sorts of rights, easements, privileges and appurtenances whatsoever belonging to or enjoyed therewith and appurtenant thereto and reputed so the be the easement right in common passage of the said plot of land in question for ingrees and egress and for laying telephone, water and electric connection, through under or over the said paths and passages together with all sorts of easement rights of air light etc., which is butted and bounded in the following manner :-

- ON THE NORTH : By Ramkrishna Pally.
- ON THE SOUTH : By 50' ft. wide M. M. Feeder Road.
- ON THE EAST : By Land of Subrata Manna then Ramkrishna Pally Road.
- ON THE WEST : By Premises No. - 5/3, M. M. Feeder Road.

THE SECOND SCHEDULE ABOVE REFERRED TO :

(DESCRIPTION OF THE FLAT WITH CAR PARKING SPACE)

ALL THAT one Floor Tiles finished residential Flat being No. -, measuring carpet area of Sq. ft. corresponding to Balcony area Sq. ft. corresponding to super built up area of sq.ft. be the same a little more or less at facing in **Block** -situated on the floor, consisting ofbedrooms,drawing cum dining room,balcony, Kitchen toilets along with net cement finished floor dependent **Garage / Car Parking** space measuring super built up area **sq.ft.** be the same a little more or less in the **Ground Floor** of any **Block** at the said premises known as "**J. D. M.Galaxy**" TOGETHER WITH undivided proportionate share in the land of the said premises described in the **First Schedule**.

The Third Schedule above referred to

Payment by the Purchasers

RECEIPT

RECEIVED of and from the within named Purchasers the within mentioned sum of **Rs.**/-
(Rupees) only towards part payment under this Agreement for sale as per the
memo of consideration stated hereunder :-

<u>DATE</u>	<u>CHEQUE/NEFT</u>	<u>NAME OF THE BANK</u>	<u>AMOUNT</u>
		<u>TOTAL</u>	

(Rupees only)

WITNESSES :

1.

2.

As constituted Attorney of Sri. Subrata
Manna, Sri. Debabrata Manna, Smt. Kakali
Banerjee and Mithu Chandra alias Mithu Manna
SIGNATURE OF THE OWNERS / VENDORS

SIGNATURE OF THE DEVELOPER