

This Agreement for Sale (“Agreement”) executed on this [] day of [] 2023

By and Between

Rochita Construction Private Limited, a company incorporated under the Companies Act, 1956, (CIN U70101WB1994PTC066642; Income Tax PAN No. AADCS6692Q) having its registered and corporate office at 43/3, Hazra Road, Kolkata - 700019, Police Station & Post Office - Ballygunge represented by its director **Mr. Ishan Jhunjunwala, (Income Tax PAN No. AVRPJ2393R, Aadhar No. 481198827256 and Mobile No. _____)** son of Mr. Saroj Kumar Jhunjunwala, residing at Deodar Apartment, 4th Floor, Flat No. 4C, 2, Deodar Street, Police Station & Post Office - Ballygunge, Kolkata - 700019, hereinafter referred to as the “**Owner**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors or successors-in-interest and assigns) of the **First Part;**

And

Belani NPR Housing LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 (**LLPIN:AAU-7038; Income Tax PAN No: AAXFB0663K**), having its registered office at 257/A, Deshpran Shasmal Road, Kolkata - 700 033, Police Station Jadavpur, Post Office Tollygunge, represented by its authorized signatory, **Mr. [REDACTED]** (Income+ Tax PAN: [REDACTED], Aadhaar No. [REDACTED] and Mobile No. +91-[REDACTED]), son of [REDACTED], working for gain at [REDACTED], Kolkata - 700 0[REDACTED], Police Station [REDACTED], Post Office [REDACTED], hereinafter referred to as the “**Promoter**” (which expression shall mean and include its successors-in-interest and/or assigns) of the **Second Part**; The Designated Partners have passed a Board resolution dated 6th June 2022, and they are duly authorized for signing of this agreement.

And

Mr. /Ms. [REDACTED] (Income Tax PAN: [REDACTED]; Aadhaar No. [REDACTED] and Mobile No. +91-[REDACTED]), son/wife of [REDACTED], residing at [REDACTED], Police Station [REDACTED] and Post Office [REDACTED], hereinafter referred to as the “**Allottee**” (which expression shall mean and include only his/her/each of their respective permitted successors-in-interest and/or permitted assigns) of the **Third Part**:

Or

[REDACTED] (CIN/LLPIN [REDACTED]; Income Tax PAN: [REDACTED]), a company existing under the provisions of the Companies Act, 2013/a limited liability partnership existing under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at [REDACTED], Police Station [REDACTED] and Post Office [REDACTED], represented by one of its directors/ designated partners, **Mr./Ms. [REDACTED]** (Income Tax PAN [REDACTED]; Aadhaar No. [REDACTED] and Mobile No. +91-[REDACTED]), son/wife of [REDACTED], working for gain at [REDACTED], Police Station [REDACTED] and Post Office [REDACTED], hereinafter referred to as the “**Allottee**” (which expression shall mean and include only its permitted successors-in-interest and/or permitted assigns) of the **Third Part**:

Or

[REDACTED] (Income Tax PAN: [REDACTED]), a partnership firm registered under the provisions of the Partnership Act, 1932, having its registered office at [REDACTED], Police Station [REDACTED] and Post Office [REDACTED], represented by one of its partners, **Mr./Ms. [REDACTED]** (Income Tax PAN: [REDACTED]; Aadhaar No. [REDACTED] and Mobile No. +91-[REDACTED]), son/wife of [REDACTED], working for gain at [REDACTED], Police Station [REDACTED] and Post Office [REDACTED], hereinafter referred to as the “**Allottee**” (which expression shall mean and include only its permitted successors-in-interest and/or permitted assigns) of the **Third Part**:

Or

[REDACTED] **HUF** (Income Tax PAN: [REDACTED]), a Hindu Undivided Family, having its office at [REDACTED], Police Station [REDACTED] and Post Office [REDACTED], represented by its Karta and/or Manager, **Mr. [REDACTED]** (Income Tax PAN: [REDACTED]; Aadhaar No. [REDACTED] and Mobile No. +91-[REDACTED]), son of [REDACTED], residing at [REDACTED], Police Station [REDACTED] and Post Office [REDACTED], hereinafter referred to as the “**Allottee**” (which expression shall mean and include only its permitted successors-in-interest and/or permitted assigns) of the **Third Part**:

(The “**Owner**” “**Promoter**” and the “**Allottee**” are, hereinafter, collectively be referred to as the “**Parties**”)

Whereas:

- A. The Owner is the absolute and lawful owner of the property described in **Schedule A** hereto ("**Said Premises**") as per the devolution of title of the Said Premises as morefully described in the **Schedule B** hereto.
- B. By and under a development agreement dated 15th day of December, 2021, registered in the office of Additional Registrar of Assurances-III, Kolkata, West Bengal, in Book No. I, Volume No. 1903-2022, Pages 69744 to 69828, Being No. 190315219 for the year 2021 ("**Development Agreement**"), the Owner herein, in lieu of the consideration recorded therein, granted in favour of the Promoter herein, *inter alia*, the sole and exclusive right to develop and deal with the Said Premises amongst several other rights, powers and authorities granted thereunder.
- C. The Said Premises is earmarked for the purpose of building a residential project comprising of one multistoried apartment building including Car Parking Spaces and other areas and also Common Areas and the said Project shall be known as "**Viraya**" ("**Project**").
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Premises on which the Project is to be constructed have been completed;
- E. The Kolkata Municipal Corporation has since sanctioned the plan for construction on the Said Premises, bearing building permit No. 2022070227 dated 29th March, 2023.
- F. The Promoter has obtained the final layout approval for the Project ("**Plan**") from the Kolkata Municipal Corporation ("**Competent Authority**"). The Owner and the Promoter agree and undertake that they shall not make any changes to these layout plans except in strict compliance with Section 14 of the Real Estate (Regulation and Development Act 2016 ("**Act**") and other Laws as applicable.
- G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at West Bengal at _____ No. _____ on _____ under registration no _____.
- H. The Allottee had applied to the Promoter for allotment of a residential flat in the Project vide application No. [•] dated [•] on the terms and conditions recorded therein, and under the provisional allotment letter bearing No. [•] dated [•] the Allottee has been allotted one residential flat no. _____ type _____ on the _____ floor in the Project as morefully described in **Part – IA of Schedule C**

hereunder written (“**Identified Flat**”) as also one store room no _____, on the _____ floor in the Project as morefully described in **Part – IB of Schedule C** hereunder written (“**Identified Store Room**”) both having carpet area of _____ square feet, more or less **along with** the permission to use covered/open/basement mechanical/ covered mechanical parking no(s)._____each on the _____ floor as permissible under the Applicable Laws, is earmarked with the Identified Flat and the Identified Store Room allotted hereunder to be considered and/or always to be considered as „limited common area“ with the meaning of the West Bengal Apartment Ownership Act 1972 as stated in **Part – II of Schedule C** hereunder written (collectively “**Car Parking Space**”) **along with** pro rata share in the common areas as defined under clause (n) of section 2 of the Act (“**Common Areas**”) all of the above are, hereinafter, collectively, referred to as the “**Apartment**” and more particularly described in **Part – III of Schedule C** hereunder written and the floor plan of the said Identified Flat and Identified Store Room is annexed hereto and marked as **Schedule F** hereunder written.

- I. The Parties have gone through all the terms and conditions set out in this Agreement and have understood their mutual rights and obligations as detailed herein.
- J. The Parties have also gone through all the terms and conditions (including but not limited to the several representations and disclosures recorded herein) as set out in **Schedule D** to this Agreement (“**Additional Disclosures/Details**”) and have understood and accepted the contents of the said Schedule D and/or the said Additional Disclosures/Details and the rights and obligations of the Allottee vis-a-vis the Promoter and/or the Owner pursuant to the said Additional Disclosures/Details. For the sake of clarity and convenience to read this document more effectively the Definitions of this Agreement have been defined in Clause 34.
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all the Applicable Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- M. In accordance with and subject to the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment as specified in Paragraph „G“ above.

Now Therefore, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. Terms:

Subject to the terms and conditions as detailed in this Agreement, the Promoter, hereby agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Apartment as specified in Paragraph „G“ above.

The Total Price for the Apartment based on the Carpet Area is Rs. _____/- (Rupees _____) only (the “**Total Price**”). Apart from the Total Price, Extra Charges as morefully elaborated in **Part –II of “Schedule J”, (“Extra Charges”)**, Deposits as morefully elaborated in **Part –I of “Schedule J”, (“Deposits”)** and Taxes (“**Total Taxes**”) on various accounts shall also be payable by the Allottee. The detail of Identified Flat and Identified Store Room as also the Total Price thereof is given below:

Identified Flat & Identified Store Room	
Floor	[]
Identified Flat No.	[]
Identified Store Room No.	
Details of areas	
Particulars	Area (sq. ft.)
Identified Flat and Identified Store Room (Carpet Area)	[]
Carpet Area of the Balconies comprising of:	
i) regular balcony(ies)	[], [] and []
ii) triple height balcony(ies)	[], [] and []
iii) kitchen/service balcony	[]

Identified Flat (Built-up Area including all Balconies and Identified Store Room)	
Car Parking Space(s)	
Type	Location
Covered	<input checked="" type="checkbox"/>
Basement Mechanical	<input checked="" type="checkbox"/>
Basement Covered	<input checked="" type="checkbox"/>
Open	<input checked="" type="checkbox"/>
Apartment Consideration including right to Car Parking space/s (Total Price)	

Explanation:

- i) The Total Price above includes the Booking Amount paid by the Allottee to the Promoter towards the Apartment;
- ii) The Total Price above excludes Extra Charges, Deposits and Total Taxes as mentioned in Schedule J (consisting, *inter alia*, of tax paid or payable by the Promoter by way of service tax, GST, CGST and SGST. If any, as per Law Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) upto the date of handing over the possession of the Apartment.

Provided that in case there is any change /modification in the Taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change/modification.

- iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee 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 Apartment includes 1) pro rata share in the Common Areas;
- v) The Identified Flat Carpet Area includes the Carpet Area of the Identified Store Room and the common areas of the said Identified Store Room as mentioned in the Definitions of clause 34.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the concerned competent authority(ies) and/or any other increase in charges which may be levied or imposed by the concerned competent authority(ies) from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in the development charges, cost/charges imposed by the concerned competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect, if available, along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

The Allottee shall make the payment as per the payment plan set out in **Schedule E** (“**Payment Plan**”).

The Promoter may allow, at its sole discretion, a rebate for early payment of the installments payable by the Allottee, by discounting such early payments at the rate of 1% (one percent) per annum 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 the Allottee by the Promoter.

It is agreed that the Promoter shall not make any additions and alterations in/to the Plan and/or the sanctioned plans, layout plans and specifications (as mentioned in **Schedule H** and **Schedule I** herein below) and the nature of fixtures, fittings and amenities described therein in respect of the Apartment and/or the building of the Project, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes for alterations as per the provisions of the Act.

The Promoter shall confirm to the Allottee the final Carpet Area of the Identified Flat and the Identified Store Room as also the changes, if any, in the respective areas of the Balconies and the Private Open Terrace(s), if any, after construction of the building of the Project is complete and the completion certificate has been granted by the Competent Authority, by furnishing the details of the changes, if any, in the areas of each of the aforesaid as stated herein, whereupon the quantum of the Total Price as also any other applicable charges and/or deposits if any, shall be re-calculated by the Promoter in the same manner in which each of the aforesaid may have been calculated to arrive at the quantum(s) stated in the Payment Plan and/or in this Agreement. If there is reduction in the respective areas of any/some/ each of the aforesaid by more than 3% (three percent), then the Promoter shall refund the excess money paid by the Allottee within 45 (forty five) days but without any interest thereon. If there is an increase in the respective areas of any/some/each of the aforesaid by more than 3% (three percent), then the Promoter shall be entitled to demand the differential amount from the Allottee including as part of the next milestone/installment due in terms of/under the Payment Plan, which the Allottee undertake(s) and covenant(s) to pay.

Subject to para 9.3 below the Promoter agrees and acknowledges, that the Allottee shall have the right to the Apartment, as mentioned below:

(i) The Allottee shall have exclusive ownership of the Apartment;

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use all such Common Areas along with other occupants, maintenance staff etc. of the Project, without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use such Common Areas shall always be subject to the timely payment of the maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey the undivided proportionate title in the Common Areas to the Association of allottees as provided in the Act.

(iii) The computation of the price of the Apartment includes recovery of price of land, construction of (not only the Apartment but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment, if any, in the Common Areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Promoter and the Allottee agrees that the Apartment shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent self-contained Project covering the Said Premises 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 the Project's facilities and amenities shall be available only for use and enjoyment of the allottees of the Project.

It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the Project, if there be any, shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act 1972.

The Promoter agrees to pay all outgoing before transferring the physical possession of the Apartment to the allottees, which the Promoter has collected from the allottees including, wherever applicable, land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances, and such other liabilities payable to competent authorities, banks(s) and financial institutions which are related to the Project. If the Promoter fails to pay all or any of the outgoings collected by the Promoter from the allottees, (including the Allottee herein) or any liability, mortgage loan and interest thereon before transferring the flat to the allottees, then, and in such event, 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 proceeding which may be taken therefore by such authority or person.

The Allottee has paid a sum of **Rs. _____/-(Rupees _____ only)** as **Application Money**, (being the part payment towards the Total Price of the Apartment) at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein. It is, however, agreed by and between the Parties herein that out of the Total Price an amount of **Rs. _____/-(Rupees _____ only)** shall be and shall always be treated and/or be deemed to be the "**Booking Amount**" within the meaning of the Act and/or the Rules. Provided

that if the Allottee delays in payment towards any amount, which is payable, the Allottee shall be liable to pay interest at the rate as specified in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement, and the Promoter abiding by the construction milestones, the Allottee shall make all payments on 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 favour of „Belani NPR Housing LLP“, payable at Kolkata.

3. COMPLIANCE OF LAW 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, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other Applicable Laws including that of remittance of payment acquisition/sale/transfer/lease/ sub lease of immovable properties in India etc. and provide the Promoter with such permission, approvals 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 the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on Allottee's part to comply with the applicable guidelines issued by the Reserve Bank of India, the Allottee may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in regard and the Allottee shall keep the Promoter fully indemnified and harmless in this regard. 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 Promoter 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 applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT / APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by the Allottee under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in the Allottee's name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project and handing over the Apartment to the Allottee and the Common Areas to the Association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by the Allottee and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule E ("Payment Plan")**.

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans [annexed 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 Plan and/or such plans layout plans, floor plans and specifications. 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, Floor Area Ratio(FAR) and density norms and provisions prescribed by the Kolkata Municipal Corporation Act 1980 and also the building rules made thereunder and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE SAID APARTMENT

7.1. Schedule for possession of the said Apartment: The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of this Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment to the Allottee on 31st March, 2028, unless there is delay or failure due to war, flood, drought, fire, 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 the 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 Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee 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 the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that the Allottee 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 Completion certificate from the Competent Authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/Association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 30 days of receiving the completion certificate of the Project from the Competent Authority. After issuance of such notice, within 60 days the Allottee shall take the possession the said Identified Flat and Identified Store Room failing which it shall be deemed that the possession has been handed over by the Promoter to the Allottee from the date on which notice has been issued.

Failure of Allottee to take Possession of the Said Apartment: Upon receiving a written intimation from the Promoter as per clause 7.2 above, the Allottee shall take possession of the Apartment 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 to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable. In case the Allottee fails to take possession or execute deed of conveyance within the time provided in the notice, the Allottee shall be liable to pay along with the pending amount an amount of Rupees 50,000/- (Rupees Fifty Thousand only) per month as guarding charges in addition to the maintenance charges applicable for the said Apartment to the Promoter.

Possession by the Allottee – After obtaining the Completion Certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the Association of the allottees or the competent authority, as the case may be, as per the local laws.

Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his/her/their/its allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the entire booking amount paid by the Allottee for the allotment. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation.

Compensation– The Owner shall compensate the Allottee in case of any loss caused to him due to defective title of the Said Premises, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section 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(i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of the Promoter's business

as a developer 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 allottees, 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 Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i) The Owner has absolute, clear and marketable title with respect of the Said Premises, the requisite rights to carry out development upon the Said Premises and absolute, actual, physical and legal possession of the Said Premises for the Project.
- 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 Premises or the Project;
- iv) There are no litigations pending before any Court of law with respect to the Said Premises as per the actual knowledge of the Owner and the Promoter;
- v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Premises and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Project, Said Premises and Apartment and the Common Areas;
- vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any actor anything, whereby the right, title and interest of the Allottee 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 Premises, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee 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 Apartment to the Allottee and the Common Areas to the Association of the allottees;
- x) The schedule property being the Said Premises 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 schedule property being the Said Premises;

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;

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 Premises) has been received by or served upon the Owner and/or the Promoter in respect of the Said Premises and/or the Project;

xiii) That the Said Premises is not a Waqf 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 to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of the Promoter's registration under the provisions of the Act or the rules or regulations made there under.

In case of Default by the Promoter under the conditions listed above, the Allottee is entitled to the following:

i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or

ii) The Allottee 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 under any head whatsoever towards the purchase of the said Apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, the Allottee shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

i) In case the Allottee fails to make timely payment: (a) for a period of 30 (thirty) days from the date of the 1st (first) notice issued by the Promoter for any payment in terms of the Payment Plan; and/or (b) of any amount due and payable by the Allottee under this Agreement

(including his/her/their/ its proportionate share of taxes, levies and other outgoings) within a period of 30 (thirty) days from the date of the 1st (first) notice issued by the Promoter in respect thereof, the Allottee shall be liable to pay and undertakes to pay Interest to the Promoter but without prejudice to the other rights of the Promoter;

ii) In case of Default by Allottee under the condition listed above continues for a period beyond 60 (sixty days) from the date of 1st notice issued by the Promoter in this regard, the Promoter in this regard, the Promoter will be entitled to cancel the allotment of the said Apartment in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities (but without any interest on the any part or portion of the amount to be so refunded, if any) and this Agreement shall there upon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of Total Price of the Said Apartment along with the Extra Charges and Deposits as per the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the said Apartment together with proportionate indivisible share in the Common areas within 3 (three) months from the issuance of the occupancy certificate. In case, however, the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in Allottee's favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority (ies).

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association of the allottees. The cost of such maintenance has been included in the Total Price of the Said Apartment.

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 this agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved allottees (including the Allottee herein if so aggrieved) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Allottee hereby agrees to purchase the said Apartment on the specific understanding that the Allottee's right to the use of the Common Areas shall be subject to timely payment of total maintenance charges, as determined and there after 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 the Allottees 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 the Common Areas only to the extent required for the beneficial use and enjoyment of the Allottee of the said Apartment, as the case may befor providing necessary maintenance services and the Allottee agrees to permit the Association of allottees and/or maintenance agency to enter into the 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 said 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 and/or the Plan. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at the Allottees's own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the 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 Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support,shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees

that the Allottee would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or the 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 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 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. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY THE ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a Said Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. The Allottee hereby undertakes that the Allottee shall comply with and carry out, from time to time after the Allottee has taken over for occupation and use the said Apartment all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Said Apartment at the Allottee's 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 and the Plan has been approved by the competent authority(ies) except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Said Apartment and the Building in which the Said Apartment is situated 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 who has taken or agreed to take the Said Apartment in the said Building.

20. APARTMENT OWNERSHIP ACT

The Promoter has assured the Allottee that the Project in its entirety will be in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 to the extent not contrary and/or inconsistent to/with the Act and/or to/with the Rules and/or to/with any other Applicable Laws (including those, if any, in supersession of the West Bengal Apartment Ownership Act,

1972). The Promoter will show material compliance of various laws/regulations as applicable in West Bengal.

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar 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 and/or fails to appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee 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 Apartment 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 here to that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against subsequent Allottees of the Said Apartment, 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 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 a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

Failure on the part of the Promoter 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 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 Act or the Rules and Regulations made thereunder or the Applicable Laws, as the case maybe, and the 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 has to make any payment, in common with other allottee(s) in Project, the same shall be the proportion which the carpet area of the Identified Flat bears to the total carpet area of all the flats in the Project.

28. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this 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 complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Parties herein, in 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. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES

That all notices to be served on the Allottee, the Owner and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee, the Owner or the Promoter by Registered Post at their respective addresses specified below:

_____	(Name of Allottee)
_____	(Allottee's Address)
_____	(Allottee's email id)
M/s.Belani NPR Housing LLP	(Promoter's name)
257/A, Deshpran Shasmal Road,	
Kolkata - 700 033	(Promoter's Address)
_____	(Promoter's email id)
M/s. Rochita Construction Private Limited	(Owner Name)
43/3, Hazra Road, Kolkata - 700019	(Owner's Address)
_____	(Owner's email id)

It shall be the duty of the Allottee, the Owner 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, 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 the Allottee which shall for all intents and purposes to consider as properly served on all the Allottees.

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 laws of India for the time being in force.

33. DISPUTE RESOLUTION

All or any disputes arising out 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 discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

34. OTHER TERMS AND CONDITIONS/CONTRACTUAL UNDERSTANDING

The other terms and conditions and/or contractual understanding as mentioned in **Schedule D** herein below have been mutually agreed upon as per the contractual understanding between the Parties. It is clarified that such other terms and conditions and/or contractual understanding are not intended to be in derogation of or inconsistent with the mandatory terms and conditions of the Act and the Rules and Regulations made thereunder.

“Schedule A above referred to”
(“Said Premises”)

ALL THAT piece and parcel of „**Bastu**“ land containing an area of 3 (three) Bighas 10(ten) Cottahs 10(ten) Chittacks 36(thirty six) square feet, more or less, situated, lying at and being premises no 52D, Bondel Road, Police Station: Karaya, Post Office: Ballygunge, Kolkata 700019 within the jurisdiction of ward no. 65 of Kolkata Municipal Corporation, **together with** tin shed structures standing thereon measuring 9000 sqft, more or less, as delineated in the map annexed hereto marked **ANNEXURE A** and bordered **RED** thereon and butted and bounded in the manner as following:-

ON THE NORTH : By the Land of Deys Chemicals at Premises No. 8
Rifle Range Road Kolkata -700019

ON THE SOUTH : By the 60 Feet Wide K.M.C. BondelRoad

ON THE EAST : By; the Land of K.M.C. 4 Feet Common Passage and Bharat Battery

ON THE WEST : By the Partly Land at Premises Nos 52 B, 47B and 38H and 38D Bondel Road, Kolkata -700019;

“Schedule B above referred to”

(Devolution of Title)

1. One Madan Mohan Paul was the sole and absolute owner of (i) land measuring about 3 (three) bighas 10 (ten) cottahs 11.5 (eleven point five) chittacks, comprised in Holding No. 380 being Municipal Premises No.38, Bondel Road, Kolkata-700019 (hereinafter known as “**38, Bondel Road**”) and (ii) land measuring about 15 (fifteen) cottahs 2 (two) chittacks, comprised in Holding Nos. 360 and 361 being Municipal Premises No. 52, Bondel Road, Kolkata-700019 (hereinafter known as “**52, Bondel Road**”).
2. During his lifetime, Madan Mohan Paul, made and published his last Will dated January 24, 1928 in respect of his all properties including 38, Bondel Road and 52, Bondel Road and appointed his two sons namely, Hari Priya Paul (hereinafter referred to as “**Hari**”) and Kiran Hari Paul (hereinafter referred to as “**Kiran**”) as executors of his Will.
3. On the demise of Madan Mohan Paul, on July 30, 1929, his Will was duly proved by the Court of District Delegate, Alipore in Probate Case No.142 of 1929. As per Madan Mohan Paul’s Will, the properties including 38, Bondel Road and 52, Bondel Road bequeath upon, his sons Hari, Durlav Hari Paul ((hereinafter referred to as “**Durlav**”), Kiran, Lalit Hari Paul (hereinafter referred to as “**Lalit**”), Nani Gopal Paul, Phani Gopal Paul, and 2 (two) grandsons Jitendra Nath Paul (hereinafter referred to as “**Jitendra**”) and Nanda Lal Pal (hereinafter referred to as “**Nanda**”) (both son of Madan Mohan Paul’s deceased son Nitya Gopal Paul). Each of the sons of Madan Mohan Paul became the owner of undivided 1/7th (one seventh) share of the land parcels contained in 38, Bondel Road and 52, Bondel Road, while each of his two grandsons Jitendra and Nanda became the owner of 1/14th (one fourteenth) share of the land parcels contained in 38, Bondel Road and 52, Bondel Road.
4. Upon the demise of Kiran, on July 16, 1935, his only son Bhairab Chandra Paul (hereinafter referred to as “**Bhairab**”) by way of intestate succession, inherited the undivided 1/7th (one seventh) share of the land parcels contained in 38, Bondel Road and 52, Bondel Road.
5. Hari, Durlav, Bhairab, Lalit, NaniGopal Paul, Phani Gopal Paul, Jitendra and Nanda partitioned their joint properties including in 38, Bondel Road and 52, Bondel Road by metes and bounds through a deed of partition dated March 20, 1938, registered at the office of the Sub-Registrar, Sealdah and recorded in Book No. I, Volume No. 16, Pages 250 to 288, Being Deed No. 784 for the year 1938 (hereinafter referred to as “**Said Partition**”).
6. Through the Said Partition, Durlav was exclusively allotted (i) land measuring about 3 (three) cottahs 8 (eight) chittacks and 11 (eleven) square feet, being a demarcated portion of 38, Bondel Road together with all right, title and interest in the structures standing thereon together with common passage, easements and appurtenances therein. After mutation of his name in the records of the Calcutta Municipal Corporation, the above land was numbered as 38G, Bondel Road (hereinafter referred to as the “**First Premises**”) (ii) land measuring about 8 (eight) cottahs 4 (four) chittacks and 15

(fifteen) square feet, being a demarcated portion of 52, Bondel Road together with all right title and interest in the structures standing thereon together with common passage, easements and appurtenances therein. After mutation of his name in the records of the Calcutta Municipal Corporation, the above land was numbered as 52E, Bondel Road (hereinafter referred to as the "**Second Premises**").

7. Upon the demise of Durlav on February 21, 1959, his widow Gouri Bala Paul, 5 (five) sons namely, Basanta Kumar Paul (hereinafter referred to as "**Basanta**"), Sailendra Nath Paul, Pramatha Kumar Paul (hereinafter referred to as "**Pramatha**"), Prasanta Kumar Paul (hereinafter referred to as "**Prasanta**") and Prafulla Kumar Paul and 4 (four) daughters namely, RailaBala Paul (hereinafter referred to as "**Raila**"), BharatiBala Paul (hereinafter referred to as "**Bharati**") and Kamala Bala Paul (hereinafter referred to as "**Kamala**") and Bimala Bala Paul (hereinafter referred to as "**Bimala**"), jointly inherited the entire First Premises and Second Premises as per the Hindu Succession Act, 1956, with each having an undivided 1/10th (one tenth) share and/or interest in the First Premises and the Second Premises.
8. Upon the demise of Gouri Bala Paul on April 7, 1983, her 5 (five) sons Basanta, Sailendra Nath Paul, Pramatha, Prasanta and Prafulla and 4 (four) daughters namely, Raila, Bharati, Kamala and Bimala jointly inherited the undivided 1/10th (one tenth) share of Gouri Bala Paul in the First Premises and the Second Premises as per the Hindu Succession Act. Thus, they became the joint and absolute owners of the entire First Premises and the entire Second Premises each having an undivided 1/9th (one ninth) share and/or interest in both the First Premises and the Second Premises.
9. Sailendra Nath Paul sold his undivided 1/9th (one ninth) share in the First Premises to the Owner, *vide* sale deed dated December 18, 2009 registered at the office of the Additional District Sub-Registrar, Sealdah, recorded in Book No. I, CD Volume No.15, Pages 3265 to 3279, Being Deed No. 03279 for the year 2009, and his undivided 1/9th (one ninth) share in the Second Premises to the Owner *vide* sale deed dated July 10, 2013 registered at the office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, CD Volume No. 14, Pages 4358 to 4381, Being Deed No. 07374 for the year 2013 in consideration of 2 (two) Flats, each having a Super Built-up Area of 550 Sq. Ft. in the name of Santi Pal and Samar Kumar Pal and 1 (one) Flat having a Super Built-up Area of 400 Sq. Ft. more or less in the name of Anjusree Pal and Rs.1,00,000/- (Rupees One Lac Only) by cash.
10. After that, said Anjusree Pal, released the rights and claim over the Flat having a Super Built-up Area of 400 Sq. Ft. more or less to the Owner *vide* Deed of Release dated November 14, 2022 registered at the office of the Additional Registrar of Assurance-IV, Kolkata, recorded in Book No. I, CD Volume No. 1904-2022, Pages 1084941 to 1084966, Being Deed No.190418369 for the year 2022 for the consideration mentioned therein.
11. Further that, said Santi Pal and Samar Kumar Pal, released the rights and claim over the 2 (two) Flats, each having a Super Built-up Area of 550 Sq. Ft. more or less to the Owner *vide* Deed of Release dated December, 26th, 2022 registered at the office of the Additional Registrar of Assurance-IV, Kolkata, recorded in Book No. I, CD Volume No.

1904-2023, Pages 4364 to 4389, Being Deed No. 190420862 for the year 2022 for the consideration mentioned therein.

12. Prafulla Kumar Paul, Prasanta, Bharati, Kamala Bala Paul and Bimala Bala Paul, jointly sold their 5/9th (five ninth) share in the First Premises to the Owner *vide* sale deed dated June 17, 1996 registered at the office of the Additional District Sub-Registrar, Sealdah, recorded in Book No. I, Volume No. 20, Pages 119 to 132, Being Deed No. 678 for the year 1996.
13. Bimala Bala Paul sold her undivided 1/9th (one ninth) share in the Second Premises to the Owner *vide* sale deed dated May 2, 2005 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas, recorded in Book No. I, Volume No. 8, Pages 4048 to 4063, Being Deed No. 3153 for the year 2006.
14. Prafulla Kumar Paul sold his undivided 1/9th (one ninth) share in the Second Premises to the Owner *vide* sale deed dated March 18, 2005 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas, recorded in Book No. I, Volume No. 8, Pages 3837 to 3852, Being Deed No. 3147 for the year 2006.
15. Kamala Bala Paul sold her undivided 1/9th (one ninth) share in the Second Premises to the Owner *vide* sale deed dated April 25, 2005 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas, recorded in Book No. I, Volume No. 8, Pages 3748 to 3763, Being Deed No. 3144 for the year 2006.
16. Upon the demise of Prasanta, his wife, Suvarna Paul, son Baidyanath Paul and one married daughter, Aparna Seal, jointly inherited the undivided 1/9th (one ninth) share of late Prasanta in the Second Premises. After the death of Suvarna Paul, her undivided 1/9th (one ninth) share in the property of her husband late Prasanta devolved upon her son Baidyanath Paul and one married daughter, Aparna Seal. Thus, Baidyanath Paul and Aparna Seal became the joint and absolute owners of the undivided 1/9th (one ninth) share of Late Prasanta in the Second Premises.
17. Baidyanath Paul and Aparna Seal sold their undivided 1/9th (one ninth) share in the Second Premises to the Owner *vide* sale deed dated August 14, 2014 registered at the office of the Additional District Sub-Registrar, Sealdah, recorded in Book No. I, CD Volume No. 6, Pages 7022 to 7043, Being Deed No. 02692 for the year 2014.
18. Upon the demise of Pramatha on October 28, 2011, his wife, Shankari Paul, 3 (three) sons namely, Subir Kumar Pal, Samir Kumar Pal and Rabi Shankar Paul, and 1 (one) daughter Shilpi Paul jointly inherited the undivided 1/9th (one ninth) share of Pramatha in the First Premises and Second Premises. Thus, Shankari Paul, Subir Kumar Pal, Samir Kumar Pal, Rabi Shankar Paul and Shilpi Paul each became the owner of an undivided 1/45th (one forty fifth) share in the First Premises and Second Premises.
19. Shilpi Paul sold her undivided 1/45th (one forty fifth) share in the First Premises and Second Premises to the Owner *vide* sale deed dated September 21, 2016 registered at the office of the District Sub Registrar-III, Alipore, South 24 Parganas, recorded in Book No. I, Volume No.1603-2016, Pages 136381 to 136410, Being Deed No. 160304558 for the year 2016.
20. Shankari Paul sold her undivided 1/45th (one forty fifth) share in the First Premises and Second Premises to the Owner *vide* sale deed dated September 21, 2016 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas, recorded in Book

No. I, Volume No.1603-2016, Pages 136345 to 136380, Being Deed No. 160304557 for the year 2016.

21. Rabi Shankar Paul sold his undivided 1/45th (one forty fifth) share in the First Premises and Second Premises to the Owner *vide* sale deed dated September 21, 2016 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas, recorded in Book No. I, Volume No.1603-2016, Pages 136315 to 136344, Being Deed No. 160304556 for the year 2016.
22. Subir Kumar Paul sold his undivided 1/45th (one forty fifth) share in the First Premises and Second Premises to the Owner *vide* sale deed dated September 21, 2016 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas, recorded in Book No. I, Volume No.1603-2016, Pages 136285 to 136314, Being Deed No. 160304555 for the year 2016.
23. Samir Kumar Paul sold his undivided 1/45th (one forty fifth) share in the First Premises and Second Premises to the Owner *vide* sale deed dated September 21, 2016 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas, recorded in Book No. I, Volume No.1603-2016, Pages 141279 to 141308, Being Deed No. 160304554 for the year 2016.
24. Upon the demise of Bharati on April 16, 2005, his 5 (five) sons namely, Milan Paul, Bimal Paul, Nirmal Paul, Parimal Paul, Netai Paul and 2 (two) daughters namely Sabita Paul and Anita Paul (Kundu) jointly inherited the undivided 1/9th (one ninth) share of Bharati in the Second Premises as per the provisions of the Hindu Succession Act, 1956.
25. Milan Paul, Bimal Paul, Nirmal Paul, Parimal Paul, Netai Paul, Sabita Paul and Anita Paul (Kundu) sold their inherited 1/9th (one ninth) share in the Second Premises to the Owner *vide* sale deed dated May 2, 2005, registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas, recorded in Book No. I, Volume No. 8, Pages 3906 to 3923, Being Deed No. 3154 for the year 2006.
26. Upon the demise of Raila, her daughter Surathi Bala Paul @ Surati inherited the entire undivided 1/9th (one ninth) share of Raila in the First Premises and the Second Premises as per the Hindu Succession Act. Surati sold her undivided 1/9th (one ninth) share in the First Premises to the Owner *vide* sale deed dated April 24, 1997, registered at the office of the Additional District Sub-Registrar, Sealdah, recorded in Book No. I, CD Volume No. 12, Pages 4186 to 4197, Being Deed No. 02646 for the year 2009. Surati further sold her undivided 1/9th (one ninth) share in the Second Premises to the Owner *vide* sale deed dated September 19, 2009 registered at the office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, CD Volume No. 24, Pages 7803 to 7818, Being Deed No. 10694 for the year 2009.
27. Upon the demise of Basanta on February 29, 2000, his widow Binapani Paul, 5 (five) sons namely, Biman Kumar Paul, Swapan Pal, Bholanath Pal, Bhakta Pal and Dhruva Pal and 3 (three) daughters namely, Gitali Pal, Mitali Paul and Manjushree Paul jointly inherited the undivided 1/9th (one ninth) share of Basanta in the First Premises and Second Premises, with each having an undivided 1/81th (one by eighty one) share in the First Premises and Second Premises.

28. Upon the demise of Binapani Paul on May 16, 2004, her 5 (five) sons namely, Biman Kumar Paul, Swapan Pal, Bholanath Pal, Bhakta Pal and Dhruva Pal and 3 (three) daughters namely, Gitali Pal, Mitali Paul and Manjushree Paul, by way of intestate succession, jointly inherited her undivided 1/81th (one by eighty one) share in the First Premises and Second Premises, thus becoming the joint owners of the undivided 1/9th (one ninth) share of Basanta in the First Premises and Second Premises, with each having share of 1/72th (one by seventy two) therein.
29. Biman Kumar Paul sold his undivided 1/72th (one by seventy two) share in the First Premises and Second Premises to the Owner *vide* sale deed dated September 23, 2016 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas, recorded in Book No. I, Volume No. 1603-2016, Pages 138723 to 138752, Being Deed No. 160304641 for the year 2016.
30. Swapan Pal sold his undivided 1/72th (one by seventy two) share in the First Premises and Second Premises to the Owner *vide* sale deed dated September 23, 2016 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas, recorded in Book No. I, Volume No.1603-2016, Pages 138694 to 138722, Being Deed No. 160304640 for the year 2016.
31. Bhakta Pal sold his undivided 1/72th (one by seventy two) share in the First Premises and Second Premises to the Owner *vide* sale deed dated September 23, 2016 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas, recorded in Book No. I, Volume No.1603-2016, Pages 138664 to 138693, Being Deed No. 160304639 for the year 2016.
32. Bholanath Pal sold his undivided 1/72th (one by seventy two) share in the First Premises and Second Premises to the Owner *vide* sale deed dated September 23, 2016 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas, recorded in Book No. I, Volume No. 1603-2016, Pages 138634 to 138663, Being Deed No. 160304638 for the year 2016.
33. Dhruva Pal sold his undivided 1/72th (one by seventy two) share in the First Premises and Second Premises to the Owner *vide* sale deed dated September 23, 2016 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas, recorded in Book No. I, Volume No.1603-2016, Pages 138604 to 138633, Being Deed No. 160304637 for the year 2016.
34. Upon the demise of Manjushree Paul on October 16, 2008, her two sons namely, Malay Kumar Paul and Mrinal Kanti Paul jointly inherited the undivided 1/72th (one by seventy two) share of Manjushree Paul as per the Hindu Succession Act, each having ½ (half) share therein. Malay Kumar Paul and Mrinal Kanti Paul sold their undivided 1/72th (one by seventy two) share in the First Premises and Second Premises to the Owner *vide* sale deed dated September 22, 2016 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas, recorded in Book No. I, Volume No. 1603-2016, Pages 137230 to 137259, Being Deed No. 160304593 for the year 2016.
35. Mitali Paul sold her undivided 1/72th (one by seventy two) share in the First Premises and Second Premises to the Owner *vide* sale deed dated September 22, 2016 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas,

recorded in Book No. I, Volume No.1603-2016, Pages 137199 to 137229, Being Deed No. 160304592 for the year 2016.

36. Gitali Pal sold her undivided $1/72^{\text{th}}$ (one by seventy two) share in the First Premises and Second Premises to the Owner *vide* sale deed dated September 22, 2016 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas, recorded in Book No. I, Volume No.1603-2016, Pages 137168 to 137198, Being Deed No. 160304591 for the year 2016.
37. Through the Said Partition, Jitendra and Nanda were jointly allotted land admeasuring 5 (five) cottahs 4 (four) chittacks and 36 (thirty six) square feet, being a demarcated portion of 38 Bondel Road together with 1,000 sq. ft. structure standing thereon together with all right, title and interest in the structures standing thereon together with common passage, easements and appurtenances therein. After mutation of their names in the Calcutta Municipal Corporation the above land was numbered as 38C, Bondel Road (hereinafter referred to as the "**Third Premises**").
38. Upon the demise of Nanda, by way of intestate succession, his only son namely, Ashis Kumar Paul and also only daughter namely, Sumita Seth (Paul) jointly inherited the undivided $\frac{1}{2}$ share of Jitendra in the Third Premises, with each having an undivided $\frac{1}{2}$ (**half**) share in the Third Premises.
39. After that, Ashis Kumar Paul and Sumita Seth (Paul) jointly sold their undivided $\frac{1}{2}$ (half) share in the Third Premises to the Owner *vide* sale deed dated November 16, 2012 registered at the office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, CD Volume No. 22, Pages 134 to 151, Being Deed No. 10537 for the year 2012.
40. Upon the demise of Jitendra, by way of intestate succession, his wife, Kamala Paul, 4 (four) sons namely Dwijen Kumar Pal, Amal Kumar Pal, Kesto Kumar Pal, Sanjay Kumar Pal and 4 (four) daughters namely, Sikha Pal, Sandhya Paul, Madhabi Paul and Rekha Paul jointly inherited the undivided $\frac{1}{2}$ (half) share of Jitendra in the Third Premises, with each having an undivided $1/18^{\text{th}}$ (one eighteenth) share in the Third Premises.
41. Upon the demise of Kamala Paul, on January 31, 2011, by way of intestate succession, 4 (four) sons namely Dwijen Kumar Pal, Amal Kumar Pal, Kesto Kumar Pal, Sanjay Kumar Pal and 4 (four) daughters namely, Sikha Pal, Sandhya Paul, Madhabi Paul and Rekha Paul jointly inherited her undivided $1/18^{\text{th}}$ (one eighteenth) share in the Third Premises, thus becoming the absolute owners of the undivided $\frac{1}{2}$ (half) share of Jitendra in the Third Premises, with each having an undivided $1/16^{\text{th}}$ (one sixteenth) share in the Third Premises.
42. Upon the demise of Dwijen Kumar Pal on October 17, 2011, his wife Manju Paul inherited his undivided $1/16^{\text{th}}$ (one sixteenth) share in the Third Premises, by way of intestate succession. Manju Paul sold her undivided $1/16^{\text{th}}$ (one sixteenth) share in the Third Premises to the Owner *vide* sale deed dated September 29, 2016 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2016, Pages 145617 to 145641, Being Deed No. 160304885 for the year 2016.

43. Amal Kumar Pal sold his undivided 1/16th (one sixteenth) share in the Third Premises to the Owner *vide* sale deed dated September 29, 2016 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2016, Pages 145591 to 145616, Being Deed No. 160304884 for the year 2016.
44. Sikha Pal sold her undivided 1/16th (one sixteenth) share in the Third Premises to the Owner *vide* sale deed dated September 29, 2016 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2016, Pages 145565 to 145590, Being Deed No. 160304883 for the year 2016.
45. Sanjay Kumar Pal sold his undivided 1/16th (one sixteenth) share in the Third Premises to the Owner *vide* sale deed dated September 29, 2016 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2016, Pages 145539 to 145564, Being Deed No. 160304882 for the year 2016.
46. Kesto Kumar Pal sold his undivided 1/16th (one sixteenth) share in the Third Premises to the Owner *vide* sale deed dated September 29, 2016 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2016, Pages 145513 to 145538, Being Deed No. 160304881 for the year 2016.
47. Madhabi Paul sold her undivided 1/16th (one sixteenth) share in the Third Premises to the Owner *vide* sale deed dated September 27, 2016 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2016, Pages 140121 to 140147, Being Deed No. 160304683 for the year 2016.
48. Rekha Paul sold her undivided 1/16th (one sixteenth) share in the Third Premises to the Owner *vide* sale deed dated September 27, 2016 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2016, Pages 140092 to 140120, Being Deed No. 160304682 for the year 2016.
49. Sandhya Paul sold her undivided 1/16th (one sixteenth) share in the Third Premises to the Owner *vide* sale deed dated February 1, 2016 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas, recorded in Book No. I, Volume No. 1603-2016, Pages 16330 to 16357, Being Deed No. 160300484 for the year 2016.
50. Through the Said Partition, Lalit was allotted land admeasuring 11 (eleven) cottahs 5 (five) chittacks and 15 (fifteen) square feet, being a demarcated portion of 38 Bondel Road together with structure standing thereon together with all right, title and interest in the structures standing thereon together with common passage, easements and appurtenances therein. After mutation of his name in the Calcutta Municipal Corporation the above land was numbered as 38A, Bondel Road.
51. Upon the demise of Lalit, his widow Indubala Paul inherited the entire land parcel in 38A, Bondel Road. Since Lalit and Indubala Paul did not have any issue out of their wedlock, she made a deed of settlement dated February 25, 1972 in favour of Nanda. Upon the death of Indubala Paul, Nanda became the sole and absolute owner of the entire 38A, Bondel Road. He also constructed a tile shed/brick wall measuring 3100 (three thousand

one hundred) square feet thereat. Thus, Nanda became the sole and absolute owner of 38A, Bondel Road together with all right title and interest in the structures standing thereon together with common passage, easements and appurtenances (hereinafter referred to as the “**Fourth Premises**”).

52. Nanda sold the entire Fourth Premise to the Owner *vide* sale deed dated September 25, 2006 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas, recorded in Book No. I, Volume No. 18, Pages 1256 to 1271, Being Deed No. 7164 for the year 2006.
53. Through the Said Partition, Bhairab was allotted (i) land measuring about 20 (twenty) cottahs 7 (seven) chittacks and 4 (four) square feet, being a demarcated portion of 38, Bondel Road. After mutation of his name in the records of the Calcutta Municipal Corporation, the above land together with structures standing thereon was numbered as 38F, Bondel Road (hereinafter referred to as the “**Fifth Premises**”) (ii) land measuring about 5 (five) cottahs 13 (thirteen) chittacks and 30 (thirty) square feet, being a demarcated portion of 52, Bondel Road, together with all right title and interest in the structures standing thereon together with common passage, easements and appurtenances therein. After mutation of his name in the records of the Calcutta Municipal Corporation, the above land together was numbered as 52D, Bondel Road (hereinafter referred to as the “**Sixth Premises**”).
54. Upon the demise of Bhairab in 1945, his wife Ashalata Paul and 3 (three) sons namely, Bejon Kumar Paul, Arun Kumar Paul and Deepak Kumar Paul, by way of intestate succession, jointly inherited the entire Fifth Premises and Sixth Premises, with each having an undivided 1/4th (one fourth) share therein. After mutation of their names in the records of the Kolkata Municipal Corporation, the above land together was numbered as 38F, Bondel Road and 52D, Bondel Road (hereinafter referred to as the “**Fifth Premises**” and “**Sixth Premises**”).
55. Upon the demise of Ashalata Paul on September 27, 1983 her 3 (three) sons, namely, Bejon Kumar Paul, Arun Kumar Paul and Deepak Kumar Paul and 2 (two) daughters Kalpana Paul and Kabita Paul, by way of intestate succession as per the Hindu Succession Act, 1956, inherited her undivided 1/4th (one fourth) share in the Fifth Premises and Sixth Premises. Thus, Bejon Kumar Paul, Arun Kumar Paul and Deepak Kumar Paul, each became the owners of 3/10th (three by ten) share in the Fifth Premises and Sixth Premises while Kalpana Paul and Kabita Paul each became the owner of 1/20th (one twentieth) share in the Fifth Premises and Sixth Premises.
56. Arun Kumar Paul sold his 3/10th (three by ten) share in the Fifth Premises and Sixth Premises to the Owner *vide* sale deed dated September 22, 2009 registered at the office of the Additional District Sub-Registrar, Sealdah, recorded in Book No. I, CD Volume No. 11, Pages 1749 to 1766, Being Deed No. 02392 for the year 2009 in consideration of 4000 (four thousand) square feet sanctioned super built-up area including 2 (two) car parking spaces and Rs.1,00,000/- (Rupees One Lac Only) by cash.
57. Said Arun Kumar Paul died on the 12th day of January, 2016, leaving behind him surviving his wife Sukla Paul, his son Sunny Paul and his daughter Tulia Paul as his only legal heirs, heiresses and successors.

58. By inheritance, said Sukla Paul, Sunny Paul and Tulia Paul are the absolute joint owners in respect of the 4000 (four thousand) square feet sanctioned super built-up area including 2 (two) car parking spaces and thereafter said Sukla Paul, Sunny Paul and Tulia Paul released the rights and claim over the aforesaid super built-up area with car parks to the Owner *vide* Deed of Release dated December 31, 2022 registered at the office of the Additional Registrar of Assurance-IV, Kolkata, recorded in Book No. I, CD Volume No. 1904-2023, Pages 5693 to 5720, Being Deed No. 190400148 for the year 2023 for the consideration mentioned therein and also rectified the typographical mistake by a Deed of Declaration dated April 20, 2023, registered at the office of the Additional Registrar of Assurance-IV, Kolkata, recorded in Book No. I, Volume No.1904-2023, Pages 288884 to 288896, Being Deed No.190405533 for the year 2023.
59. Kabita Paul sold her 1/20th (one twentieth) share in the Fifth Premises and Sixth Premises to the Owner *vide* sale deed dated February 22, 2008, registered at the office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, CD Volume No. 18, Pages 9592 to 9607, Being Deed No. 09672 for the year 2013.
60. Kalpana Paul sold her 1/20th (one twentieth) share in the Fifth Premises and Sixth Premises to the Owner *vide* sale deed dated March 14, 2008, registered at the office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, CD Volume No. 18, Pages 9608 to 9623, Being Deed No. 09673 for the year 2013.
61. Bejon Kumar Paul sold his 3/10th (three by ten) share in the Fifth Premises and Sixth Premises to the Owner *vide* sale deed dated November 6, 2009 registered at the office of the Additional District Sub-Registrar, Sealdah, recorded in Book No. I, CD Volume No. 13, Pages 1397 to 1413, Being Deed No. 02729 for the year 2009 in consideration of 4350 (four thousand three hundred fifty) square feet sanctioned built-up area including 4 (four) car parking spaces and Rs.1,00,000/- (Rupees One Lac Only) by cash.
62. Said Bejon Kumar Paul died on the on the 21st day of April, 2010, leaving behind him surviving his son, Arnab Paul, as his only legal heir and/or the successors.
63. By inheritance, said Arnab Paul, is the sole and absolute owner in respect of the 4350 (four thousand three hundred fifty) square feet sanctioned built-up area including 4 (four) car parking spaces and after that said Arnab Paul, released the rights and claim over the aforesaid super built-up area with car parks to the Owner *vide* Deed of Release dated December 31, 2022 registered at the office of the Additional Registrar of Assurance-IV, Kolkata, recorded in Book No. I, CD Volume No. 1904-2023, Pages 5667 to 5692, Being Deed No. 190400147 for the year 2023 for the consideration mentioned therein and also rectified the typographical mistake by a Deed of Declaration dated February 9th 2023 registered at the office of the Additional Registrar of Assurance-IV, Kolkata, recorded in Book No I, CD Volume No. 1904-2023, Pages 133944 to 133955, Being Deed No. 190402125 for the year 2023.
64. Deepak Kumar Paul @ Dipak sold his 3/10th (three by ten) share in the Fifth Premises and Sixth Premises to the Owner *vide* sale deed dated March 31, 2010 registered at the office of the Additional District Sub-Registrar, Sealdah, recorded in Book No. I, Volume No. 3, Pages 3444 to 3463, Being Deed No. 1031 for the year 2010, in consideration of 4000 (four thousand) square feet built-up-area including 2 (two) car parking spaces in the total sanctioned area and 1 (one) room having built-up-area of 144 (one hundred and

forty four) square feet, with 8 (eight) feet frontage and Rs. 1,00,000 (INR one hundred thousand) cash.

65. Deepak Kumar Paul @ Dipak sold his 3/10th (three by ten) share in the Fifth Premises and Sixth Premises to the Owner in 4000 (four thousand) square feet built-up-area including 2 (two) car parking spaces in the total sanctioned area and 1 (one) room having built-up-area of 144 (one hundred and forty four) square feet, with 8 (eight) feet frontage *vide* sale deed dated August 29, 2012, registered at the office of the Additional District Sub-Registrar, Sealdah, recorded in Book No. I, CD Volume No.6, Pages 6013 to 6032, Being Deed No. 02693 for the year 2012.
66. Hari was the absolute owner of land measuring 8 (eight) cottahs 9 (nine) chittacks and 20 (twenty) square feet more or less, along with passage, totalling to an area of 11 (eleven) cottahs more or less comprised in Holding No. 363 (previous No. 188), situated and lying at Mouza - Ballygunge, Touzi No. 2833, Division-V, Sub-Division-H, Dihi Panchanna Gram, District - 24 Parganas, within the Municipal Limits of Calcutta Corporation, now Kolkata Municipal Corporation being Municipal Premises No. 54/1 (formerly known as 48), Bondel Road, Police Station - Karaya (formerly known as Ballygunge), Kolkata - 700019 together with the rights, title and interests of ingress and egress on and upon the passage and demarcated structure standing thereon and also unfettered right of use, enjoyment, etc. therein (hereinafter referred to as the "**Seventh Premises**").
67. Upon the demise of Haripriya on the 9th day of Falgun, 1346 as per the Bengali Calendar, his (4) four sons namely, Sri Jugal Chandra Pal, Sri Shyam Sundar Pal, Sri Bhairab Chandra Pal and Sri Shaurab Chandra Pal, and his second surviving wife namely, Smt. Nanibala Pal, jointly inherited the entire Seventh Premises, with each having undivided and un-demarcated 1/5th (one-fifth) share therein.
68. Upon the demise of Jugal Chandra Pal, his wife Smt. Binodini Pal and 3 (three) sons namely, Sri Chittaranjan Pal, Sri Manoranjan Pal and Sri Vivek Ranjan Pal, by way of intestate succession, jointly inherited the undivided 1/5th (one-fifth) share of Jugal Chandra Pal in the Seventh Premises.
69. Upon the demise of Sri Chittaranjan Pal, his surviving minor son namely Master Ajit Kumar Pal and his wife namely, Smt. Latika Rani Pal, jointly inherited the undivided share of Sri Chittaranjan Pal in the Seventh Premises.
70. Thus, the owners of the Seventh Premises namely, Sri Shyam Sundar Pal, Sri Bhairab Chandra Pal, Sri Shaurab Chandra Pal, Smt. Nanibala Pal, each having an undivided 1/5th (one-fifth) share in the Seventh Premises and Smt. Binodini Pal, Sri Manoranjan Pal, Sri Vivek Ranjan Pal, Smt. Latika Rani Pal and Master Ajit Kumar Pal, all together having an undivided 1/5th (one-fifth) share in the Seventh Premises, decided to partition the Seventh Premises among themselves though the registered deed of partition dated October 7, 1961 registered at the Office of the Sub-Registrar, Alipore, Sadar and recorded in Book No. I, Volume No. 150, Pages 69 to 123, Being Deed No. 8185 for the year 1961.
71. By way of the above-mentioned deed of partition, Shaurab Chandra Paul was allocated several plots of land along with the piece and parcel of land measuring 8 (eight) cottahs 9 (nine) chittacks and 20 (twenty) square feet equivalent to 6185 (six thousand one

hundred and eighty five) square feet more or less, along with passage, totalling to land admeasuring an area of 11 (eleven) cottahs equivalent to 7920 (seven thousand nine hundred and twenty) Square Feet more or less, being Municipal Premises No. 54/1, Bondel Road, Kolkata – 700019 together with the right, title and interest of ingress and egress on and upon the passage and demarcated structure standing thereon as also unfettered right of use, enjoyment, etc. therein.

72. During his lifetime, Shaurab Chandra Paul executed and registered a deed of family arrangement and/or settlement dated August 26, 1989 registered at the office of the Registrar of Assurances, Kolkata and recorded in Book No. I, Volume No. 253, Pages 466 to 473, Being Deed No. 10097 for the year 1989 and thereby established a trust in respect of Municipal Premises No. 54/1, Bondel Road, Kolkata – 700019, appointing himself as the sole trustee for his lifetime. As per the above mentioned family arrangement/ settlement deed, after the demise of Shaurab Chandra Paul, the trust in respect to the said premises should come to an end and the 3 (three) sons of his elder brother Bhairab Chandra Pal, that is, his nephews namely, Shri Ashis Kumar Pal, Shri Banibrota Pal and Shri Gautam Kumar Pal, would inherit the said premises jointly.
73. Upon the demise of Shaurab Chandra Paul, as per the above mentioned family arrangement/ settlement deed, Shri Ashis Kumar Pal, Shri Banibrota Pal and Shri Gautam Kumar Pal jointly inherited the said share and interest of the deceased Shaurab Chandra Paul, with each being entitled to undivided 1/3rd (one-third) share of land of the Seventh Premises. After mutation of their names in the records of the Kolkata Municipal Corporation, the above land together was numbered as 54/1, Bondel Road.
74. Shri Gautam Kumar Pal gifted his undivided 1/3rd (one-third) share in the Seventh Premises, which now also had a R.T. structure admeasuring 1500 (one thousand five hundred) square feet to his 2 (two) brothers Shri Ashis Kumar Pal and Shri Banibrota Pal *vide* registered deed of gift dated April 13, 2017, registered at the Office of the District Sub-Registrar-III, Alipore, South 24 Parganas and recorded in Book No I, Volume No. 1603-2017, Pages 40003 to 40023, Being Deed No.160301527 for the year 2017. Thus, Shri Ashis Kumar Pal and Shri Banibrota Pal became the absolute joint owners of the Seventh Premises, which now also had a R.T. structure ad measuring 1500 (one thousand five hundred) square feet, with each being entitled to undivided ½ (half) share therein.
75. Shri Ashis Kumar Pal gifted his undivided ½ (half) share in the Seventh Premises, which now also had a R.T. structure admeasuring 1500 (one thousand five hundred) square feet, to his wife Smt. Kakali Pal *vide* deed of gift dated April 13, 2017 registered at the Office of the District Sub-Registrar-III, Alipore, South 24 Parganas and recorded in Book No. I, Being Deed No. 160301534 for the year 2017.
76. Shri Banibrota Pal gifted his undivided ½ (half) share in the Seventh Premises, which now also had a R.T. structure admeasuring 1500 (one thousand five hundred) square feet, to his wife Smt. Sraboni Pal *vide* deed of gift dated April 13, 2017 registered at the Office of the District Sub-Registrar-III, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2017, Pages 40202 to 40219, Being Deed No. 160301533 for the year 2017.

77. Smt. Kakali Pal and Smt. Sraboni Pal sold the entire Seventh Premises to the Owner *vide* sale deed dated April 17, 2017 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2017, Pages 41575 to 41605, Being Deed No. 160301586 for the year 2017.
78. Through the Said Partition, Durlav was allotted exclusively allotted land measuring about 1 (one) cottah 14 (fourteen) chittacks and 36 (thirty six) square feet, being portion of 38 Bondel Road (hereinafter referred to as the “**Entire Eight Premises**”).
79. Durlav sold the Entire Eight Premises to Lalit *vide* sale deed dated August 8, 1945, registered at the office of the Sub-Registrar, Sealdah and recorded in Book No. I, Volume No. 39, Pages 114 to 122, Being Deed No.1534 for the year 1945.
80. Upon the death of Lalit, on the 28th day of Falgun, 1354 as per the Bengali Calendar, his wife Indubala Paul, inherited the Entire Eight Premises by way of intestate succession. After mutation of her name in the records of the Kolkata Municipal Corporation, the above land together was numbered as 38B, Bondel Road (hereinafter referred to as the “**Entire Eight Premises**”).
81. By a deed of family settlement dated November 28, 1977 registered at the office of the District Registrar, Alipore and recorded in Book No. I, Volume No. 226, Pages 246 to 251, Being Deed No. 7539 for the year 1977, Indubala Paul formed a trust of the Entire Eight Premises, making herself the trustee and settled that upon her death, the Entire Eight Premises would absolutely devolve in favor of Dwijen Kumar Pal alias Dijendra Kumar Pal, Amal Kumar Pal, Kesto Kumar Pal and Sanjay Kumar Pal. Upon the death of Indubala Paul on February 18, 1979, the Entire Eight Premises devolved in favour of Dwijen Kumar Pal alias Dijendra Kumar Pal, Amal Kumar Pal, Kesto Kumar Pal and Sanjay Kumar Pal.
82. Upon the death of Dwijen Paul on October 17, 2011, his wife Manju Pal inherited his $\frac{1}{4}$ (one fourth) share in the Entire Eight Premises. Thus, Manju Pal, Amal Kumar Pal, Kesto Kumar Pal and Sanjay Kumar Pal became the joint owners of the land admeasuring 1 (one) cottah 14 (fourteen) chittacks and 36 (thirty six) square feet, being 38B, Bondel Road (hereinafter referred to as the “**Eight Premises**”).
83. Manju Pal, Amal Kumar Pal, Kesto Kumar Pal and Sanjay Kumar Pal sold the Eight Premises to the Owner *vide* sale deed dated September 28, 2016 registered at the Office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book No. I, Volume No. 1901-2016, Pages 265254 to 265281, Being Deed No. 190108103 for the year 2016.
84. The Owner approached Belani Housing Development Limited (**BHDL**), company incorporated under the Companies Act, 1956, having its present registered office at „Woodburn Central 2nd Floor, 5A, Woodburn Park, Kolkata 700020, with the proposal of combined development of the said first, second, third, fourth, fifth, sixth, seventh and eighth premises (collectively described as “**Said Properties**” upon complete acquisition of the said first, second, third, seventh and eighth premises by purchasing the lands of (i) Sailendra in the First Premises, (ii) Baidyanath Paul and Aparna Seal in the Second Premises; (iii) Shilpi, Shankari, Rabi, Subir and Samir in the Second Premises; (iv) Biman Kumar Paul, Swapan Pal, Bhakta Pal, Bholanath Pal, Dhruba Pal, Malay Kumar Pal, MrinalKanti Paul, Mitali Paul and Gitali Paul in the First Premises and Second

Premises; (v) Ashis Kumar Pal and Sumita Seth (Paul) in the Third Premises; (vi) Manju Paul, Amal Kumar Pal, Sikha Pal, Sanjay Kumar Pal, Kesto Kumar Pal, Madhabi Paul, Rekha Paul and Sandhya Paul in the Third Premises; (viii) Ashis Kumar Paul Banibrota Paul and Gautam Kumar Pal in the Seventh Premises and (ix) Manju Pal, Amal Kumar Pal, Kesto Kumar Pal and Sanjay Kumar Pal in the Eighth Premises (collectively "**Balance Land**") and subsequent amalgamation of all the eight premises for mutual benefit and BHDL agreed to the proposal and had entered into Memorandum of Understanding dated 5th July 2012 (**Said Agreement**) with the Owner for recording the terms and conditions agreed between them for effectuating the proposed development on the Said Properties and other matters incidental thereto.

86. By an agreement dated 11th day of March, 2015 ("**Novation Agreement**") BHDL, with the consent and concurrence of the Owner, assigned and nominated Belani Housing LLP (as Belani NPR Housing LLP was earlier known as) i.e., the Developer herein in its place and stead to have all the rights, benefits and entitlements alongwith the obligations under the Said Agreement, including the right to obtain development right to develop the said property after the same is acquired in entirety by the Owner.
87. The Owner has already purchased the entirety of the Balance Land and now amalgamated the entire Acquired Land and the entire Balance Land i.e. the Said Properties being the First Premises (38G Bondel Road), Second Premises (52E, Bondel Road), Third Premises (38C, Bondel Road), Fourth Premises (38A, Bondel Road), Fifth Premises (38F, Bondel Road), Sixth Premises (52D, Bondel Road), Seventh Premises (54/1, Bondel Road) and Eighth Premises (38B, Bondel Road) into a single premises being numbered 52D, Bondel Road having an area of 70 (seventy) cottahs 10 (ten) chittacks and 36 (thirty six) square feet *vide* a deed of declaration dated January 14, 2020 registered at the Office of the Additional Registrar of Assurances-IV, Kolkata, recorded in Book No. I, Volume No. 1904-2020, Pages 38013-38032, Being Deed No. 190400360 for the year 2020 and as more particularly described in **Schedule A** above ("**Said Premises**").
88. The Owner has also applied before Kolkata Municipal Corporation for amalgamation of each of the aforesaid properties and such amalgamation was approved by Kolkata Municipal Corporation on 24th March, 2018 and recorded its name in respect of the amalgamated Said Premises vide assessment book copy dated 20th April 2018, bearing No. 110650601245 issued by the Kolkata Municipal Corporation, and has obtained permission of the competent authority, Urban Land (Ceiling and Regulation) Act, 1976, in terms of Rule 4(4) of the Kolkata Municipal Corporation Building Rules, 1990 on August 29, 2019, in relation to the amalgamated Said Premises.

"Schedule ..C" above referred to"

"Part IA"

("Identified Flat")

All That the residential flat being No.[•]on the [•]floor of the building known as “Viraya” to be/under construction on the land comprised within the Said Premises, as shown in **RED** colour on the plan annexed hereto being Schedule F herein below **together with** the rights, advantages and privileges appurtenant thereto,

“Part IB”

(“Identified Store Room”)

All That the Store Room No. [•] situate on the [•] floor adjacent to/near to the Identified Flat of the building known as “Viraya” to be/under construction on the land comprised within the Said Premises and as shown in **GREEN** colour on the plan annexed hereto being Schedule F herein below **together with** the rights, advantages and privileges appurtenant thereto including the right to use any one of the 2 (two) numbers of common store toilets situated near the Identified Store Room together also with the right to use the common passage immediately abutting the said Identified Store Room to be used in common by and with only such of the flat Allottees who have been allotted apartments on the same floor of the building of the Project.

“Part-II”

(“Car Parking Space”)

All That the [•] ([•]) number(s) of [*covered/open/basement mechanical/ basement covered*] car parking space(s) in the basement and the ground floor, as the case may be, of the building popularly known as “Viraya” to be/under construction on the land comprised within the Said Premises to be earmarked and/or to be identified and designated by the Promoter in due course of time giving permission to the Allottee for parking of car(s) owned by the Allottee within such space(s) and also to be earmarked and/or to be identified and designated by the Promoter in due course of time giving permission to the Allottee (to the exclusion of other flats as „limited common area“ within the meaning of the West Bengal Apartment Ownership Act 1972) for parking of car(s) owned by the Allottee within such space(s) **together with** the easements and/or right of way appurtenant to the beneficial use and enjoyment of all of such parking space(s).

“Part-III”

(“Apartment”)

All That the Identified Flat as morefully described in Part IA of Schedule C herein above **as also** the Identified Store Room as morefully described in Part IB of Schedule C herein above **along with** the undivided pro rata share of the Allottee in the Common Areas, with the Carpet Area being _____sq.ft. more or less, with the Balconies comprising of the regular balcony(ies), triple height balcony(ies) and kitchen/ service balcony respectively admeasuring _____sq.ft. more or less, _____sq.ft. more or less and _____sq.ft. more or less, thus aggregating to a Built-up Area of _____sq.ft. more or less, with the super built-up area thereof for the limited purpose of assessment of the stamp duty and registration fee

payable on this Agreement being _____sq.ft. more or less **and together with** all right, advantages, easements and privileges appurtenant thereto.

**Schedule D above referred to
(Additional Disclosures/Details)**

TERMS, CONDITIONS, COVENANTS, STIPULATIONS, OBLIGATIONS AND RESTRICTIONS TO BE OBSERVED BY THE ALLOTTEE AND/OR THE OCCUPIER(S) OF THE APARTMENT:

The terms, conditions, stipulations, obligations and restrictions that the Allottee and all persons into whosoever's hands the Apartment may come, are bound to adhere to and observe, the following:

I. The registration of this agreement is mandatory as prescribed under the provisions of the Act/Rules/Applicable Laws and the Allottee will be required to comply with this mandatory requirement. In case of failure and/or non-compliance of this mandatory requirement by the Allottee, this Agreement shall be deemed to have been cancelled and the consequences arising there from as mentioned in this Agreement will follow. In this regard it is agreed by the Allottee that in case the Promoter decides to cancel this Agreement for reasons mentioned in this Agreement, and in case the Allottee fails and/or neglects to rectify and/or remedy the breaches of the terms of this Agreement leading to such cancellation within a period of 30 days from the date of receiving communication in writing in this regard from the Promoter then, and in such event, the Promoter (subject, however, to the Promoter refunding to the Allottee the amounts due to be refunded to the Allottee under the provisions of this Agreement and/or the Acts and/or the Rules, as the case may be) shall be entitled to cancel this Agreement without any further reference to the Allottee and in case of such cancellation, the Allottee hereby unequivocally grants and/or shall be deemed to have granted a power of Attorney to the Promoter for signing the deed of cancellation of this agreement for and on behalf of the Allottee.

II. It is agreed by the Allottee with the Promoter that no monetary adjustment shall be made for any reduction or increase, as the case may be, of upto an extent of 3% (three percent) of the Carpet Area vis-a-vis the Carpet Area of the Identified Flat mentioned in this Agreement and such 3% plus or minus shall and shall always be accepted by the Parties herein to be the "defined limit" as mentioned in clause 1.7 of this Agreement.

III. The Allottee has understood and unconditionally and unequivocally and/or categorically accepts that the Stamp Duty and registration fees for registration of the said Apartment in favour of the Allottee shall be payable by the Allottee at actuals in addition to the Total Price mentioned under the head "Terms" in clause „1" above. The Allottee has further understood and unconditionally and unequivocally and/or categorically accepts that the stamp duty and registration fees will be payable on the super built up area of the Identified Flat and the Identified Store Room and the prescribed covered area of the Car Parking Space and the

Allottee shall accept the same and will pay such stamp duty and registration charges without any demur or protest.

IV. The Deposits as mentioned in **Part –I of “Schedule J”** hereunder written will be held by the Promoter till the same, as applicable and subject to such deductions/ adjustments as may be determined by the Promoter, are transferred to the Association or are made over to anybody/authority/entity, statutory or otherwise, at such time as the Promoter may so determine.

V. The Extra Charges as mentioned in **Part –II of “Schedule J”** hereunder written shall mean each of the extra amounts payable and/or reimbursable by the Allottee to the Promoter and/or to the Other Entities *inter alia* towards any extra charges, charges/fees towards/in lieu of having sanctioned any deviations in the construction from the sanctioned plan(s) as stipulated in the relevant statute governing the same, generator charges together with the charges and expenses allied/related thereto, charges towards electrical infrastructure, legal fees, legal charges per Apartment (including incidental expenses for registration twice and Association formation charges.), excluding stamp duty and registration fees etc. to be paid by the Allottee at actuals, each as determined by the Promoter at its sole and absolute discretion including but not limited to the charges, amounts, expenses etc. stipulated in **clause 1.2** of this Agreement each together with the applicable Taxes thereon.

VI. It is agreed that all reference for payment of interest on amounts due as mentioned in this Agreement shall mean interest at the rate prescribed from time to time in the Rules, such rate on the date of execution of this Agreement shall be the prime lending rate (or equivalent thereof by whatever name called from time to time) of the State Bank of India plus 2% (two percent).

VII. It is agreed that the expression taxes wherever the reference to the taxes is appearing in this Agreement shall, subject, however, to the extent wherever applicable mean all the taxes, cesses, assessments, duties, levies, impositions, charges etc. by whatever name called including but not limited to sales tax, service tax, works contract tax, value added tax, goods and services tax (GST) etc. imposed/leviable/levied/charged/chargeable *inter alia* on each amount:

i) paid/payable/deposited/to be deposited by the Allottee;

ii) paid or payable by the Promoter in respect of any part or portion of the Project (including the construction thereof); and

iii) paid or payable on the demise/transfer and/or the permission contemplated hereunder,

irrespective of whether such taxes, cesses, assessments, duties, levies, impositions, charges etc. are subsisting as on the Execution Date or are imposed/levied/revised in the future, with retrospective effect or otherwise, and shall mean and include any increments thereof.

VIII. Wherever the expression Applicable Laws is mentioned in this agreement, it shall mean and include all applicable laws, statutes, enactments, acts of legislature or parliament, ordinances, rules, by-laws, regulations, ordinances, notifications, protocols, codes, guidelines,

policies, directions, directives, notices, orders, judgments, decrees or other requirements or official directives, binding actions etc. of any Governmental Authority, or Person acting under the authority of any Governmental Authority and/or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter or hereafter, as updated or revised or amended or substituted from time to time.

IX. Wherever the expression Association of allottees is mentioned in this agreement, it shall mean the entity to be formed and/or caused to be formed: (i) under the provisions of The West Bengal Apartment Ownership Act, 1972 and the rules governing the same (each as updated or revised or amended or substituted from time to time) to the extent not contrary and/or inconsistent to/ with the Act and/or to/with the Rules and/or to/with any other Applicable Laws (including those, if any, in super cession of The West Bengal Apartment Ownership Act, 1972); or (ii) under the provisions of any other Applicable Laws, *inter alia* (a) for the Common Purposes, and (b) to assume and perform such and other roles and obligations as may be determined by the Promoter and /or Facility Management Entity at its sole and absolute discretion, the nature, composition, constituents, structure, manner of governance, administration, functioning, management etc. of which entity shall be determined by the Promoter and /or Facility Management Entity at its sole and absolute discretion, without any objection being raised by the Allottee and/or by any of the Apartment Allottees on any ground whatsoever or howsoever.

IV. The Allottee has understood and unconditionally and unequivocally and/or categorically accepts that the Allottee is satisfied about the amenities and common areas which are included within the Common Areas of the Project as morefully mentioned in **Schedule G** herein below and the Allottee shall not raise any requisition and/or seek any clarification on such amenities and common areas.

IV. The Allottee has understood and unconditionally and unequivocally and/or categorically accepts that the "title" of the entirety of the Common Area or as provided in this Agreement is to be conveyed/transferred to the Association of allottees as provided for in the Act and/or the Rules as also in clause 1.8 (ii) above in due course of time. The Allottee, hereby, unconditionally and unequivocally agree and confirm that the Allottee shall, upon receiving a request from the Promoter shall sign such deed of conveyance and/or give unconditional and unequivocal consent for such transfer of Common Area to the Association and the allottee also agrees and confirms that such consent shall be and shall always be deemed to have been granted by the Allottee to the Promoter. The Allottee further unconditionally confirms to bear the proportionate costs towards stamp duty and registration charges if so required be proportionately bearing and paying by the Allottee at the time of such transfer. This obligation of the Allottee, as aforesaid, shall be an essential covenant to be unconditionally complied with by the Allottee in due course of time as and when required and shall be and shall always be deemed to be a covenant running with the land till it is complied with and/or be deemed to have been complied with by the Allottee.

V. The Promoter shall be entitled to obtain finance and/or loans and/or financial accommodations from any scheduled bank and/or financial institutions and/or NBFC"s for the

purpose of the construction and completion of the Project to the extent and within the provisions of the relevant laws provided, always that all such loans will be repaid by the Promoter without the allottee in any way responsible for the same and provided also that the Promoter shall ensure that the said Apartment is free from all encumbrances of all and any nature whatsoever.

VI. The proposed building and/or building within the Complex and/or the Project and also the Common Areas which are to be comprised within the Project shall always be and remain subject to change and modification, as may be deemed fit and necessary by the Promoter for better use and enjoyment of such buildings and/or the Complex and/or the Project and/or the Common Areas in the Project without, however, affecting the rights of the Allottee, prejudicially and the Allottee hereby accepts the same and shall not, under any circumstances, raise any objection, or hindrances thereto and/or shall be deemed to have granted an unconditional approval to such change in the Common Areas and in this regard the allottee also hereby grants and/or deemed to have granted an unconditional authority to the Promoter for making required applications and/or applications to the concerned authority (ies) for obtaining all consents and approvals for effecting such changes and/or sanctions from such authorities.

VII. The Allottee, if required by the Promoter or under the Act/Rules, as the case may be shall make all payments, in common with other Co-buyers of constructed spaces in the Project in the proportion that the Carpet Area of the Identified Flat bears to the total Carpet Area of all the flats within the Project;

VIII. The Defect Liability of the Promoter as mentioned in clause 12 of this Agreement the Promoter shall:

1. Not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the Allottee.

2. Not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party, unless it results in a structural defect.

3. Not be liable to rectify any defect occurring under the following circumstances:

(i) If there are changes, modifications or alterations in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee has taken over possession of the Apartment. The Promoter will not take any responsibility of waterproofing, cracks or for any defects in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;

(ii) If there are changes, modifications or alterations in electrical lines and wirings after handing over possession of the Apartment unto the Allottee. The Promoter will not take any responsibility for any defects in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;

(iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;

(iv) If the Allottee after taking actual physical possession of the Identified Flat and the Identified Store Room, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Identified Flat by making any changes in the Identified Flat, then for any defects like damp, hair line cracks, breakage in floor marble and tiles or other defects arising as a direct or indirect consequence of such alterations or changes, the Promoter shall not be responsible;

(v) Different materials have different coefficient of expansion and contraction and as such because of this difference, there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and need to be repaired from time to time. Any cracks developed for reasons other than as mentioned above will have to be rectified in the normal course of maintenance of the Building.

(vi) not be responsible for the defects in case the materials, fittings and fixtures provided by the Promoter are not used/ maintained by the Allottee or the Allottee's agents in the manner in which the same is required to be maintained or in case the Annual maintenance Charges to be paid for such materials, fittings and fixtures are not paid by the Allottee;

(vii) Notwithstanding anything hereinbefore contained, it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of the purported defect in the Identified Flat, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in Clause 12 of this Agreement.

(viii) not be allowed to use hammer of any size or dimension in carrying out any internal work within the said Identified Flat and in case of violation of this condition the Allottee will be liable for all costs and consequences for such violation of this condition.

IX. THE ALLOTTEE SHALL:

1. co-operate with the other co-buyers and co-occupiers of the constructed spaces/units within the Project, the Promoter and/or the Association and /or nominated agency of the Promoter ("**Facility Management Entity**"), as the case may be, in the management and maintenance of the Apartment, building and the Project and shall abide by the directions and decisions of the Promoter and/or the Association and /or Facility Management Entity, as the case may be, as may be made from time to time in the best interest of the Apartment, Building and/or the Project;

2. pay to the Promoter or the Association, as the case may be, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the Building and/or the Project, that has been caused by the negligence and/or willful act of the

Allottee and/or any occupier of the Identified Flat and/or family members, guests or servants of the Allottee or such other occupiers of the Identified Flat;

3. not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Premises and the Building in which the Identified Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;

4. not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Identified Flat in the compound or any portion of the Said Premises and the Building in which the Identified Flat is situated, other than in the area earmarked for the such purpose;

5. notify the Promoter or the Association and /or Facility Management entity, as the case may be, in case the Allottee lets out the Identified Flat, of the tenant"s/transferee"s details, including address, email-id and telephone number;

6. not sub-divide the Identified Flat and/or any part or portion thereof;

7. not close or permit the closing of verandahs, exclusive terrace, if any, or lounges or balconies or lobbies and common parts or portions;

8. not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Identified Flat;

9. install grills, the design of which has not been suggested and/or approved by the Promoter or the Association and /or Facility Management entity or in any other manner do any other act which would affect or detract from the uniformity and aesthetics of the exterior of the Building;

10. not build, erect or put upon the Common Areas any item of any nature whatsoever;

11. not use the Identified Flat or permit the same to be used for any purpose save and except exclusively for residential purpose and use or permit the same to be used for any purpose which may cause or is likely to cause nuisance or annoyance or cause damage or inconvenience to allottees/occupiers of other flats in the Project;

12. not use the Identified Flat for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;

13. not make or permit any disturbing noises in the Identified Flat or allow the Allottee"s family, invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the allottees/occupiers of other flats in the Project;

14. not keep in the Car Parking Space anything other than cars or two-wheeler or use the same for any purpose other than parking of cars or two wheelers or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;

15. not park or allow its vehicle to be parked in the pathway or open spaces in the Project or any part or portion thereof, save and except the parking space allotted to the Allottee, if any, or any other place specifically demarcated for the parking of the vehicles of visitors of allottees/occupiers of other flats in the Project;
16. not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Building in any manner whatsoever;
17. not misuse or permit to be misused the water supply to the Identified Flat;
18. not change/alter/modify the name of the Building and the Project from that mentioned in this Agreement;
19. not use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Identified Flat and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter;
20. not carry on or cause to be carried on any obnoxious or injurious activity in or through the Identified Flat, the garage or parking space, if any, and the Common Areas;
21. not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances;
22. not install or keep or run any generator in the Identified Flat;
23. not smoke in public places inside the Project which is strictly prohibited and the Allottee and Allottee's guests are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in the open and dispose them off in the pre-positioned dustbins after ensuring that the fire is fully smothered/extinguished;
24. not pluck flowers or stems from the gardens or plants;
25. not throw or allow to be thrown litter on the grass planted within the Project
26. not trespass or allow to be trespassed over lawns and green plants within the Project;
27. not overload the passenger lifts and shall move goods only through the staircase of the Building;
28. not use the elevators in case of fire;
29. not object to the Promoter and the Association and /or Facility Management entity putting up any neon sign, hoardings and other display materials on any part or portion of the Common Areas;

30. not fix or install any antenna on the roof or terrace of the Building or fix any window antenna, save and except at the spaces specifically earmarked for such purpose by the Promoter and/or the Association and /or Facility Management entity, as the case may be;

31. not put any clothes in or upon the windows, balconies and other portions which may be exposed in a manner or be visible to outsiders;

32. remain fully responsible for any domestic help or drivers, maids employed by the Allottee and any pets kept by the Allottee;

33. not refuse or neglect to carry out any work directed to be executed in the Building or in the Identified Flat after the Allottee has taken possession thereof, by a Competent Authority, or require or hold the Promoter liable for execution of such works;

34. not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the Building and the Project.

35. not object to the Promoter entering into agreements (on such terms and conditions and for such period as the Promoter shall decide) with the concerned service providers of the Promoter's choice of various telecom/ high speed broadband/ other similar telecom and IT facilities to the Project and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Promoter within the Project and which would be declared to be common facilities by the Promoter.

36. install air-conditioning units only at the designated places/ as constructed /approved by the Promoter.

37. repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Identified Flat, at the cost of the Allottee.

38. ensure that the domestic help/service providers visiting the said Identified Flat use only the common toilets and while so using, keep the common toilets clean and dry.

39. not obstruct the Promoter and /or Facility Management entity/ Association (upon formation) in their acts relating to the Common Areas, amenities and facilities.

40. be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Identified Flat in the records of the concerned authorities within a period of three (3) months and shall keep the Promoter indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Promoter due to non-fulfillment and/or non-observance of this obligation by the Allottee;

X. NOMINATION BY ALLOTTEE WITH CONSENT:

1. The Allottee admits and accepts that after the Lock in period, as mentioned below, and before the execution and registration of conveyance deed of the said Apartment, the Allottee (subject to the following conditions) will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject, however, to the nominee agreeing to strictly adhere to the terms of this Agreement;
2. The Allottee shall make payment of all dues, including any interest for delay, to the Promoter in terms of this Agreement, up to the time of nomination.
3. The Allottee cannot nominate any third party before the expiry of a period of 12 (Twelve) months from the date of this Agreement.
4. In respect of any nomination, the Allottee shall obtain prior permission of the Promoter and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Promoter and the Allottee.
5. The Allottee shall pay a sum calculated @ 2% of the Total Price of the Apartment as mentioned in this Agreement or the **Nomination Price** whichever is higher, plus applicable taxes, as and by way of nomination fees to the Promoter. It is clarified that inclusion of a new joint allottee or change of a joint allottee shall be treated as a nomination. The nomination fees, however, shall not be payable in case of nomination in favour of parents, spouse or children of the Allottee. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee on or before nomination. The Allottee admits and accepts that the Allottee shall not be entitled to nominate or assign the Allottee's rights under this Agreement save in the manner indicated above.

XI. CLUB FACILITIES

1. The Allottee, in case the Promoter provides the facility of a club within the Project which will be absolutely at the discretion of the Promoter, shall, if such club facility is provided, be entitled to use the facilities of the said club within the Project (the "**Club**") along with the allottees/occupiers of other apartments in the Project. The operational costs/charges of the Club shall form part of the Common Charges and Expenses.
2. It is expressly made clear and understood by the Allottee that the membership of the Allottee to the Club shall stand transferred upon the Allottee transferring the Apartment in favour of a third party. The Club membership can only be used by the Allottee and his /her immediate family members in accordance with the rules and regulations of the Club. Nothing contained in this Agreement shall be deemed to confer any right on a subsequent transferee, tenant, lessee

or licensee of the Identified Flat to be entitled to use the facilities of the Club on the basis of being in possession of the Identified Flat alone.

3. It is expressly made clear and understood by the Allottee that Deposits as mentioned in clause 1.2 hereinabove shall stand transferred to the Association of allottees at the time of handing over of the Common Areas of the Building and/or the Project to the Association.

4. The rights and obligations of the Allottee as a member of the Club and the detailed terms and conditions of membership and rules and regulations governing use of the Club facilities will be formulated by the Promoter or the Association and /or Facility Management entity, as the case may be, in due course and circulated to members before the Club is made operational. The Allottee agrees, undertakes and covenants to abide by such rules and regulations and make payment of all periodic subscriptions and other expenses relating thereto.

5. On failure of the Allottee to regularly pay the charges, subscription, etc. in respect of the Club, the Promoter or the Association and /or Facility Management entity, as the case may be, shall be entitled to restrict the Allottee's entry to the Club and withdraw all the privileges of the Club to the Allottee, and the Allottee hereby gives the Allottee's unfettered consent to the same.

6. If the Allottee brings guests to use the Club facilities, the Allottee will be required to pay guest charges in accordance with the rules and regulations of the Club.

7. The Allottee hereby agrees and acknowledges that some of the facilities at the Club shall be available to the members of the Club, subject to payment of the monthly subscription only, while other facilities will be available on "pay by use" basis over and above the monthly subscription or such other basis as may be decided by the Promoter/Association and /or Facility Management entity.

8. Detailed terms and conditions of the Club membership, different charges and rules and regulations governing the usage of the Club will be formulated in due course and circulated to all the members and the same will be binding on all the members (including additional members).

Schedule E

(Payment Plan)

Sl. No.	Payment Plan	% of Amount Payable	Tax
	Application Money		

	On Allotment (after adjusting Application Money)	10% of Total Price & Extra Charges	+GST
	On Execution of Agreement	10% of Total Price & Extra Charges	+GST
	On completion of Piling	7.5% of Total Price & Extra Charges	+GST
	On completion of Basement	7.5% of Total Price & Extra Charges	+GST
	On completion of 3rd Floor Roof Casting	10% Total Price & Extra Charges	+GST
	On completion of 7th Floor Roof Casting	10% Total Price & Extra Charges	+GST
	On completion of 15th Floor Roof Casting	10% Total Price & Extra Charges	+GST
	On completion of Roof casting	10% Total Price & Extra Charges	+GST
	On completion of Flooring of the said Apartment	10% Total Price & Extra Charges	+GST
	On Completion of Doors & Windows of the said Apartment	10% Total Price & Extra Charges	+GST

	On Issuance of Possession Letter	5% of Total Price & Extra Charges + 100% of Deposits	+GST
			E&OE

Schedule F above referred to

(Floor plan of the Identified Flat and the Identified Store Room)

Schedule G above referred to

("Amenities and Common Areas")

1. The entire land comprised in the said Premises
2. The driveway within the Building
3. Common DG set as identified by the Promoter
4. Common Guard Room as identified by the Promoter
5. Garbage room & Composter as identified by the Promoter
6. Underground Sewage Treatment Plant (STP) to be located/installed at such portion/area of the Said Premises as identified by the Promoter
7. Underground Water Treatment Plant (WTP) to be located/installed at such portion/area of the Said Premises as identified by the Promoter
8. Underground Domestic Water Tanks to be located/installed at such portion(s)/area(s) of the Said Premises as identified by the Promoter
9. Underground Fire Water Tanks to be located/installed at such portion(s)/area(s) of the Said Premises as identified by the Promoter
10. Underground Fire & Domestic Pump Room to be located/installed at such portion(s)/ area(s) of the Said Premises as identified by the Promoter
11. The entrance lobby for the Building
12. The drop off points within the Building
13. The common driveway and ramps within the Building to access the Said Car Parking Space(s)
14. All the staircases within the Building
15. All the lifts within the Building
16. All the green areas within the Building
17. All the common toilets within the Building
18. The gatehouses and boom barrier within the Building
19. The lift lobby and service lift lobby within the Building
20. All the fire refuge Areas within the Building
21. All the AC ledges within the Building
22. All the lift machine rooms, mumty rooms, meter rooms, overhead tanks and electrical transformer rooms as identified by the Promoter for the Building
23. All the electrical and service infrastructure identified by the Promoter
24. All the service shafts within the Building
25. All the fire services within the Building

- 26. Party Hall
- 27. Kids play area
- 28. Games Lounge
- 29. Fitness Studio
- 30. Yoga/Meditation deck
- 31. Party Terrace
- 32. Swimming Pool
- 33. Pool Deck
- 34. Solar Panels

Schedule H above referred to

(“Building Specifications”)

- Ground Floor Lobbies : Finished in marble
- Other Lobbies : Finished in vitrified tiles or equivalent
- Staircases : Finished in tiles or stone or concrete flooring
- Car Parking Space : Finished in cemented flooring
- Lifts : Mitsubishi/Schindler/Otis or equivalent
- Electricals : LED lights or other lights in such of the common areas as determined by the Promoter
- Amenities : To be finished as per the specifications of the Architect

Schedule I above referred to

Identified Flat and Identified Store Room Specification:

Living & Dining Area	
Floor	Imported Marble
Wall & Ceiling	Putty
Window	Powder coated aluminium windows

Door Frame (Main Door and Internal Door)	Sal wood or Engineered Frame
Door Shutter , Main door	Teak wood shutter
Door Shutter, Internal door	Commercial face flush door shutter Raw, as per IS C
Electrical items	Modular type switches, AC point, TV point, Cable connection point, Phone & Smart Intercom cum smart video door phone to be provided

Bed Rooms	
Floor	Imported Marble
Wall & Ceiling	Putty / Gypsum Plaster.
Window	Powder coated aluminium windows
Door Frame	SAL wood or Engineered Frame
Door Shutter	Commercial face flush door shutter, as per IS Code, With Primer coat.
Electrical items	Modular type switches, AC point, TV point, Cable connection point and Phone point

Kitchen

Floor	Anti Skid Vitrified Tile.
Wall & Ceiling	Dado Tile up to 2 feet above Kitchen Counter, Remaining wall and ceiling with Putty
Window	Powder coated aluminium windows
Door Frame	SAL wood or Engineered Frame
Door Shutter	Commercial face flush door shutter ,as per IS Code
Electrical items	Modular type switches,6A/16A power point to be provided for Refrigerator, Chimney, Induction, Water purifier etc.
Sink	SS Sink with DrainBoard
CP Fitting	Hot & Cold line for Kitchen Sink. Sink Mixer in Kitchen Sink
Counter Top	Granite Top

Toilets	
Floor	Anti Skid Vitrified Tile.
Wall Dado	Glazed Tile up to 7 feet height.
Wall & Ceiling	Putty above 7 feet height.
Window	Powder coated aluminium windows
Door Frame	SAL wood or Engineered Frame
Door Shutter	Commercial face flush door shutter ,as per IS Code

Wet & Dry Zone	Shower Enclosure with Shower Panel and Rain Shower for Master Toilet only.
Sanitary ware	Wall Hung EWC with Concealed Cistern, Counter Sunk Wash Basin.
CP Fitting	Single Lever Basin Mixer, Single Lever Diverter, Health Faucet.
Plumbing line	Hot and Cold line in Wash Basin & Shower.
Pressure Pump	Point shall be provided.
Geyser	Point shall be provided.
Electrical	Modular type switches
Exhaust Fan	Point shall be provided.

Store Room & Toilet	
Floor	Ceramic Tile.
Wall Dado	Glazed ceramic in the toilet up to 7 feet height.
Wall & Ceiling	Putty for plastered surface.
Window	Aluminium window as per approved drawing.
Door Frame	Sal wood / Engineered Frame.

Door Shutter	Flush door shutter with commercial face
Sanitary ware	Hindware / Cera / Parryware or equivalent.
CP Fitting	ESSCO / Parryware or equivalent.
Exhaust Fan	Point provision.

Balcony/Terrace	
Floor	Anti-skid vitrified tiles
Railing	Safety glass railing as per architectural drawing

Schedule J
Part – I
(“Deposits”)

1. CESC electricity meter deposit: At actuals
2. Maintenance deposit: Rs. [•]/- (Rupees [•] only)
3. Sinking fund: Rs. [•]/- (Rupees [•] only)
5. Municipal rates and taxes deposit: Rs. [•]/- (Rupees [•] only)

Part - II
(“Extra Charges”)

1. Generator power back-up: Rs. [•]/- (Rupees [•] only)
2. Legal charges which includes the incidental charges for facilitating only the registration of this Agreement and the Deed, the charges for formation of the Association, but excludes the stamp duty and registration fees payable by the Allottee respectively on this Agreement, the Deed and

the Association:
(Rupees [] only)

Rs. []/-

3.Reimbursement of costs and expenses charges for carrying out the apportionment and separation in the records of the Kolkata Municipal Corporation in respect of the municipal rates and taxes payable by the Allottee:

At actuals, as advised by the Promoter

4.Reimbursement of CESC costs and expenses for electricity infrastructure:
At actuals, as advised by the Promoter[RT3]

5.AC Charges: Rs. []/- (Rupees [] only)

6. Club Development Charges: Rs. []/- (Rupees [] only)

7.Rule 25 Charges as payable to the Competent Authority if the Allottee makes any internal changes to the Identified Flat. These charges shall be paid by the Allottee only if any changes are made to the Identified Flat before handover of possession by requesting the Promoter. The costs of these changes shall be paid over and above the Rule 25 Charges as payable to the Competent Authority. These charges are to be advised and determined by the Promoter if applicable for the Allottee.

Each of the aforesaid payable with the applicable Taxes thereon