

5 Background

- 5.1 **Ownership of landowner:** By virtue of events and in the circumstances, the present landowners become the absolute owners of **First Schedule** Property, free from all encumbrances and were in peaceful possession thereof described as follows.
- 5.1.1 **Absolute ownership of Achiruddin Molla, Borkat Ali Molla, Masiruddin Molla alias Machhiruddin Molla, Mohiuddin Molla, Maynuddin Molla [Owners No. 3.1 to 3.5]:** Achiruddin Molla, Borkat Ali Molla, Masiruddin Molla alias Machhiruddin Molla, Mohiuddin Molla, Maynuddin Molla, [Owners No. 3.1 to 3.5 herein] are the absolute joint owner of the *Sali* land measuring 12.83 (twelve point eight three) decimal comprised in R.S./L.R. *Dag* No. 1938, under L.R. Khatian Nos. 104/1, 1057, 1211/1, 1213/1 & 2504 in *Mouza* - Chakpachuria, J.L No. 33, Police Station - New Town [formerly Rajarhat], Additional District Sub-Registration Office at Rajarhat within the local limits of Patharghata Gram Panchayet, in the District - North 24 Parganas, West Bengal.
- 5.1.2 **Registered Development Agreement:** The said Achiruddin Molla, Borkat Ali Molla, Masiruddin Molla alias Machhiruddin Molla, Mohiuddin Molla, Maynuddin Molla jointly executed a Registered Development Agreement on 4th February' 2015 with the present Developer M/s Cancun Construction for developing the aforesaid plot of land, under some terms and conditions morefully described in the said Development Agreement. The said registered Deed of Development Agreement was registered on 4th February' 2015 in the office of A.D.S.R. Rajarhat, New Town, and recorded in Book No. 1, CD Volume No. 2, Pages from 10235 to 10258 being Deed No. 01102 for the year 2015.
- 5.1.3 **Registered Power of Attorney:** The said Achiruddin Molla, Borkat Ali Molla, Masiruddin Molla alias Machhiruddin Molla, Mohiuddin Molla, Maynuddin Molla jointly executed a registered Deed of Power of Attorney was registered on 4th February' 2015 in the office of A.D.S.R. Rajarhat, New Town, and recorded in Book No. 1, CD Volume No. 2, Pages from 10770 to 10783 being Deed No. 01114 for the year 2015.
- 5.1.4 **Absolute ownership of Mujit Ali Molla [Owners No. 3.6]:** one Mujit Ali Molla [Owners No. 3.6 herein], absolute owner of *Sali* land measuring 8.55 (eight point five five) decimal comprised in R.S./L.R. *Dag* No. 1938, under L.R. Khatian Nos. 1351/1 & 411 in *Mouza* - Chakpachuria, J.L No. 33, Re. Su. No. 252, Touzi No. 10, Police Station - New Town [formerly Rajarhat], Additional District Sub-Registration Office at Rajarhat within the local limits of Patharghata Gram Panchayet, in the District - North 24 Parganas, West Bengal.
- 5.1.5 **Registered Development Agreement:** The said Mujit Ali Molla [Owners No. 3.6] executed a Registered Development Agreement on 4th February' 2015 with the present Developer M/s Cancun Constructions for developing the aforesaid plot of land, under some terms and conditions morefully described in the said Development Agreement. The said registered Deed of Development Agreement was registered on 4th February' 2015 in the office of A.D.S.R. Rajarhat, New Town, and recorded in Book No. 1, CD Volume No. 2, Pages from 10375 to 10394 being Deed No.01103 for the year 2015
- 5.1.6 **Registered Power of Attorney:** The said Mujit Ali Molla executed a registered Deed of Power of Attorney was registered on 4th February' 2015 in the office of A.D.S.R. Rajarhat, New Town, and recorded in Book No. 1, CD Volume No. 2, Pages from 10747 to 10757 being Deed No. 01112 for the year 2015.

Handwritten signature: Ananda Kumar

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Deban Mishra
 Partner

- 5.1.7 **Absolute ownership of Subid Ali Molla [Owners No. 3.7]** : one Subid Ali Molla [Owners No. 3.7 herein], absolute owner of *Sali* land measuring 1.14 (one point one four) decimal comprised in R.S./L.R. *Dag* No. 1938, under L.R. Khatian No. 411 in *Mouza* - Chakpachuria, J.L No. 33, Re. Su. No. 252, Touzi No. 10, Police Station - New Town [formerly Rajarhat], Additional District Sub-Registration Office at Rajarhat within the local limits of Patharghata Gram Panchayet, in the District - North 24 Parganas, West Bengal.
- 5.1.8 **Registered Development Agreement:** The said Subid Ali Molla executed a Registered Development Agreement on 4th February' 2015 with the present Developer M/s Cancan Construtions for developing the aforesaid plot of land, under some terms and conditions morefully described in the said Development Agreement. The said registered Deed of Development Agreement was registered on 4th February' 2015 in the office of A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, CD Volume No. 2, Pages from 10473 to 10492 being Deed No. 01105 for the year 2015.
- 5.1.9 **Registered Power of Attorney:** The said Subid Ali Molla executed a registered Deed of Power of Attorney was registered on 4th February' 2015 in the office of Additional District Sub-Registrar Rajarhat, New Town, and recorded in Book No. I, CD Volume No. 2, Pages from 10736 to 10746 being Deed No. 01111 for the year 2015.
- 5.1.10 **Absolute ownership of Asraf Ali Molla, Hanif Ali Molla, Hamidul Islam, Ujala Bibi, Rabia Bibi, Asia Bibi, Ebrahim Molla [Owners No. 3.8 to 3.14]:** One Asraf Ali Molla, Hanif Ali Molla, Hamidul Islam, Ujala Bibi, Rabia Bibi, Asia Bibi, Ebrahim Molla [Owners No. 3.8 to 3.14 herein] are the absolute joint owner of the *Sali* land measuring 12.83 (twelve point eight three) decimal comprised in R.S./L.R. *Dag* No. 1938, under L.R. Khatian Nos. 142 & 1938/1, in *Mouza* - Chakpachuria, J.L No. 33, Police Station - New Town [formerly Rajarhat], Additional District Sub-Registration Office at Rajarhat within the local limits of Patharghata Gram Panchayet, in the District - North 24 Parganas, West Bengal.
- 5.1.11 **Registered Development Agreement:** The said Asraf Ali Molla, Hanif Ali Molla, Hamidul Islam, Ujala Bibi, Rabia Bibi, Asia Bibi, Ebrahim Molla jointly executed a Registered Development Agreement on 4th February' 2015 with the present Developer M/s Cancuacn Construtions for developing the aforesaid plot of land, under some terms and conditions morefully described in the said Development Agreement. The said registered Deed of Development Agreement was registered on 4th February' 2015 in the office of A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, CD Volume No. 2, Pages from 10493 to 10516 being Deed No. 01106 for the year 2015.
- 5.1.12 **Registered Power of Attorney:** The said Asraf Ali Molla, Hanif Ali Molla, Hamidul Islam, Ujala Bibi, Rabia Bibi, Asia Bibi, Ebrahim Molla, jointly executed a registered Deed of Power of Attorney was registered on 4th February' 2015 in the office of A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, CD Volume No. 2, Pages from 10784 to 10797 being Deed No. 01115 for the year 2015.
- 5.1.13 **Absolute ownership of Rahim Molla alias Rahim Ali [Owners No. 3.15]:** one Rahim Molla alias Rahim Ali [Owners No. 3.15 herein], absolute owner of *Sali* land measuring 12.83 (twelve point eight three) decimal comprised in R.S./L.R. *Dag* No. 1938, under L.R. Khatian Nos. 1466 in *Mouza* - Chakpachuria, J.L No. 33, Police Station - New town [formerly Rajarhat], Additional District Sub-Registration Office

Asraf Ali Molla

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 Rebin Molla
 Partner

at Rajarhat within the local limits of Patharghata Gram Panchayet, in the District - North 24 Parganas, West Bengal.

- 5.1.14 **Registered Development Agreement:** The said Rahim Molla alias Rahim Ali executed a Registered Development Agreement on 4th February' 2015 with the present Developer M/s Cancan Construtions for developing the aforesaid plot of land, under some terms and conditions morefully described in the said Development Agreement. The said registered Deed of Development Agreement was registered on 4th February' 2015 in the office of A.D.S.R. Rajarhat, New Town, and recorded in Book No. 1, CD Volume No. 2, Pages from 10517 to 10536 being Deed No. 01107 for the year 2015.
- 5.1.15 **Registered Power of Attorney:** The said Rahim Molla alias Rahim Ali, executed a registered Deed of Power of Attorney was registered on 4th February' 2015 in the office of A.D.S.R. Rajarhat, New Town, and recorded in Book No. 1, CD Volume No. 2, Pages from 10830 to 10840 being Deed No. 01116 for the year 2015.
- 5.1.16 **Absolute ownership of Abed Ali Molla, Jabed Ali Molla, Sokorjan Khatun [Owners No. 3.16 to 3.18]:** One Abed Ali Molla, Jabed Ali Molla, Sokorjan Khatun [Owners No. 3.16 to 3.18 herein] are the absolute joint owner of the *Sali* land measuring 12.83 (twelve point eight three) decimal comprised in R.S./L.R. *Dag* No. 1938, under L.R. Khatian Nos. 1755 in *Mouza - Chakpachuria*, J.L No. 33, Police Station - New Town [formerlyRajarhat] Additional District Sub-Registration Office at Rajarhat within the local limits of Patharghata Gram Panchayet, in the District - North 24 Parganas, West Bengal.
- 5.1.17 **Registered Development Agreement:** The said Abed Ali Molla, Jabed Ali Molla, Sokorjan Khatun jointly executed a Registered Development Agreement on 4th February' 2015 with the present Developer M/s Cancuacn Construtions for developing the aforesaid plot of land, under some terms and conditions morefully described in the said Development Agreement. The said registered Deed of Development Agreement was registered on 4th February' 2015 in the office of A.D.S.R. Rajarhat, New Town, and recorded in Book No. 1, CD Volume No. 2, Pages from 10537 to 10557 being Deed No. 01108 for the year 2015.
- 5.1.18 **Registered Power of Attorney:** The said Abed Ali Molla, Jabed Ali Molla, Sokorjan Khatun, jointly executed a registered Deed of Power of Attorney was registered on 4th February' 2015 in the office of A.D.S.R. Rajarhat, New Town, and recorded in Book No. 1, CD Volume No. 2, Pages from 10758 to 10769 being Deed No. 01113 for the year 2015.
- 5.1.19 **Absolute ownership of Md. Jalil Molla [Owners No. 3.19]:** one Md. Jalil Molla [Owners No. 3.19 herein], absolute owner of *Sali* land measuring 4 (four) decimal comprised in R.S./L.R. *Dag* No. 1939, under L.R. Khatian No. 933, corresponding to L.R. Khatian No. 2884, in *Mouza - Chakpachuria*, J.L No. 33, Police Station - New Town [formerly Rajarhat], Additional District Sub-Registration Office at Rajarhat within the local limits of Patharghata Gram Panchayet, in the District - North 24 Parganas, West Bengal.
- 5.1.20 **Registered Development Agreement:** The said Md Jalil Molla executed a Registered Development Agreement on 4th February' 2015 with the present Developer M/s Cancan Construtions for developing the aforesaid plot of land, under some terms and conditions morefully described in the said Development Agreement. The said registered Deed of Development Agreement was registered on 4th February' 2015 in the office of A.D.S.R. Rajarhat, New Town, and recorded in

Abed Ali Molla
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Debin Molla
Partner

Book No. I, CD Volume No. 4, Pages from 4283 to 4301 being Deed No. 01957 for the year 2015.

- 5.1.21 **Registered Power of Attorney:** The said Md. Jalil Molla, executed a registered Deed of Power of Attorney was registered on 4th February' 2015 in the office of A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, CD Volume No. 4, Pages from 4302 to 4312 being Deed No. 01958 for the year 2015.
- 5.2 **Amalgamation :** The present owners Achiruddin Molla, Borkat Ali Molla, Masiruddin Molla alias Machhiruddin Molla, Mohiuddin Molla, Maynuddin Molla, Mujit Ali Molla, Subid Ali Molla, Asraf Ali Molla, Hanif Ali Molla, Hamidul Islam, Ujala Bibi, Rabia Bibi, Asia Bibi, Ebrahim Molla, Rahim Molla alias Rahim Ali, Abed Ali Molla, Javed Ali Molla, Sokorjan Khatun and Md. Jalil Molla jointly Amalgamated their respective plot of land into a single plot of land in total measuring 65.01 (sixty five point zero one) decimal more or less, morefully described in the First Schedule hereunder written, by executing a Deed of Amalgamation.
- 5.3 **Sanction of Plan:** With the intention developing and commercially the Said Property by constructing Building Complex thereon and selling spaces therein (units) the developer/owner sanctioned a Building Plan from the concerned authority, which includes all sanctioned /permissible modifications made thereto, if any from time to time.
- 6 **Construction of Building Complex namely "Cancun Skylark":** On the basis of aforementioned sanctioned building plan, the said Developer constructed a multi storied building complex namely "**CANCUN SKYLARK**" on the said plot of land morefully described in their **First Schedule** hereunder written.
- 6.1 **Built Up Area:** Here Built Up area means the area covered with outer wall and constructed for the unit including fifty percent area covered by the common Partition wall between two units and cent percent area covered by the individual wall for the said unit.
- 6.2 **Covered Area:** Here covered area means total Buildup area for any unit plus proportionate share of stairs, lobby and lift areas, and other common and facilities.
- 6.3 **Super Built Up Area:** Here Super Built Up area means the total covered area plus proportionate share of service area.
- 6.4 **Application and Allotment:** The purchasers has applied to Developer for purchase of the Said Duplex and Appurtenances described in the **Second Schedule** hereunder written from Developer's Allocation, and the Developer has allotted the same to the Purchasers conditional upon the purchasers entering into this agreement.
- 6.5 **Agreement to record:** Pursuant to the aforesaid application made by the Purchasers and the allotment made by the Developer, this agreement is being entered into between the Parties for recording the conclusive and comprehensive terms and conditions (superseding all previous documents and understandings) for sale of the Said Duplex and Appurtenances by the developer to the purchasers.

Handwritten signature: Hon. Md. Jalil Molla

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Handwritten signature: Rebin Molla

Partner

7 Conditions Precedent

- 7.1 **Acceptance of Conditions Precedent:** The Parties have accepted and agreed that the following are and shall be the Conditions Precedent to this Agreement :
- 7.1.1 **Financial and other Capacity of Purchasers :** The undertaking of the purchasers to the Developer/Owners that the Purchasers has the financial and other resources to meet and comply with all financial and other obligations under this Agreement punctually.
- 7.1.2 **Satisfaction of the Purchasers:** The undertaking of the purchasers to the Developer that the Purchasers are acquainted with ,fully aware of and is thoroughly satisfied about the title of the Owner/Developers , the plans ,all the background papers the right of the purchasers to enter into this Agreement and the extent of the rights being granted in favor of the purchasers, and shall not raise any objection with regard thereto.
- 7.1.3 **Measurement:** As regards super built up area of the said Duplex, the parties confirm and assures each other that the certificate of Architect and/or Architects as may be appointed by the Developer from time to time shall be final and binding upon the parties. At the time of delivery the Purchasers may appoint their own Architect for verifying the measurement. The net price (defined in Clause 9.1 below) shall increase or Decrease on the basis of the final measurement.
- 7.1.4 **Rights Confined to Said Duplex And Appurtenances:** The undertaking of the Purchasers to the Developer that the right, title and interest of the Purchasers is confined only to the Said Duplex and Appurtenances and the Developer is entitled to deal with and dispose of all other portions of the Said Property and the said building complex to third parties at the sole discretion of the Developer which the Purchasers under no circumstance shall be entitled to raise any objection.
- 7.1.5 **Covenants:** The mutual agreement and acceptance by and between the parties that (1) the covenants of the Purchasers (**Purchasers Covenant**) and the of the Developers (**Developers covenants**)as mentioned below shall perpetually run with the land. (2) the Purchasers Covenant and the Developer's Covenant (collectively **Covenants**) shall bind him/her /them successors-in-title or interest and (3) this Agreement is based on the undertaking that the Purchasers Covenants and the Developers covenants shall be strictly performed by the Purchasers and Developer respectively.
- 7.1.6 **Common Portions Subject to Change:** The mutual Agreement and acceptance by and between the parties that although the common portion is described in the **Third Schedule** below, the said description is only indicative and is not intended to bind the Developer in any manner. The developer shall in the absolute discretion of the developer be entitled to modify, improve or otherwise improvise upon the Common portions and the Purchasers shall not have any claim, financial or otherwise against the Developer for such change.
- ## 8 Commencement and Validity :
- 8.1 **Date of Commencement:** The Agreement has commenced and shall be deemed to have commenced on and with effect from the date mentioned at the beginning of this Agreement.
- 8.2 **Validity:** The Agreement shall remain in force till such time the Said Duplex and Appertencies is completed and possession thereof is delivered to the Purchasers

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Delvin Priety
 Partner