

Life

always offers us a second chance...



The Legacy Continues...

AGREEMENT FOR SALE

Dated this 10TH Day of AUGUST 2018

Unit / Flat No. E on 5TH Floor

Block No. 4

BETWEEN

M/S. JAGANNATH HEIGHTS PRIVATE LIMITED, DEVELOPER

AND

SRI PARTHO MITRA AND OTHERS, OWNERS

AND

PURCHASER (S)

1. MR. ABHISHEK SHARMA (PAN NO - DBLPSG318J)
2. _____
3. _____
4. _____

Mr. Awani Kumar Roy
Advocate
10, Kiran Shankar Roy Road,
Kolkata - 700 001

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THIS AGREEMENT FOR SALE made on this *10th* day of *AUGUST*.... Two Thousand *Eighteen*. **BETWEEN M/S. JAGANNATH HEIGHTS PRIVATE LIMITED** (PAN AACJ6385N), a company incorporated under the Companies Act, 1956 and is an existing Company within the meaning of Companies Act, 2003 and having its registered office at 9A, Lord Sinha Road, P.S. Shakespeare Sarani, P.O. Middleton Row, Kolkata-700071 hereinafter referred to as the **DEVELOPER** (which

AD/AD/AD





term or expression shall unless excluded by or repugnant to subject or context be deemed to include its successor or successor-in-interest and/or assigns) of the **FIRST PART** and (1) **SRI PARTHA SARATHI MITRA** (PAN AGZPM9722A), son of Late Girija Bhusan Mitra; (2) **SRI AMITAVA MITRA** (PAN AFGPM3743M), son of Late Girija Bhusan Mitra; (3) **SRI TIRTHANKAR MITRA** (PAN AFCPM1099L), son of Late Kanailal Mitra; (4) **SMT. ALOKA MITRA** (PAN BEZPM9446N), wife of Late Kanailal Mitra; (5) **SRI DIPANKAR MITRA** (PAN BHRPM8762Q), son of Late Kanailal Mitra, all are residing at 1A and 1C, Chandi Ghosh Road, P.S Regent Park, Kolkata- 700040. (6) **SMT. KRISHNA RANI MITRA** (PAN DFPCM0186M), wife of Late Sunit Kumar Mitra, (7) **SHRI SUBHENDU MITRA** (PAN AHCPM8075E), son of Late Sunit Kumar Mitra, both residing at 33/1, Ram Dulal Sarkar Street, Police Station Girish Park, Kolkata-700006, (8) **SHRI SWAPAN KUMAR MITRA** (PAN BKKPM4273N), (9) **SHRI SANDIP KUMAR MITRA** (PAN ADPPM0561L), (10) **SHRI SUBRATA MITRA** (PAN AERPM9832P), all the three sons are of Late Chandra Sekhar Mitra all are residing at premises No.1B, Chandi Ghosh Road, Police Station Regent Park, Kolkata-700040, District South 24-Parganas hereinafter collectively called "the **OWNERS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their and each of their respective heirs executors administrators and legal representatives and assigns) of the **SECOND PART AND** *MR. ADITI S. S. HEK. SHARMA S/O - MR. BINOD SHARMA. Residing at - Tondra House, S. S. He Bagan, Raniganj, West Bengal - 713347.*
 hereinafter collectively called "**the PURCHASER(S)**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their and each of their respective heirs executors administrators and legal representatives and assigns) of the **THIRD PART**.

1. **Brief Description of Title**

1.1 The Owners became the Owners of **ALL THAT** the piece or parcel of land measuring 6.4607 Acres situated in different Dag numbers in L.R. Khatian No. 90, 137, 171, 662 situated at Mouza Dhakhindari being Municipal premises No. 1204, Dhakhindari Road, P.S. - Lake Town, Kolkata-700048 more fully and particularly described in paragraph 17 hereinbelow. The Short description of the Ownership of the Owners are described in paragraph 24 hereinbelow.

Aditi S. S. HeK.



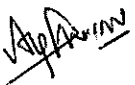
1.2 The Purchaser(s) has taken inspection of all the title deeds, Record of Rights, other documents and plans and has made all necessary searches and is (are) fully satisfied about the plan and title of the Developer/Owners in respect of the said Premises. The Purchaser(s) shall not be entitled to and agree not to raise any objection and/or make any query with regard thereto.

2. Development

2.1 By a Development Agreement dated 14th September, 2016 made by and between (1) Amitava Mitra, (2) Partha Sarathi Mitra, both sons of Late Girija Bhusan Mitra, therein jointly referred to as the Owners of the One Part and M/s. Jagannath Heights Private Limited, therein referred to as the Developer of the Other Part and duly registered in the Office of the Additional Registrar of Assurances IV, Kolkata in Book No. I, Volume No. 1904-2016, pages from 328193 to 328277 being No. 190408816 for the year 2016 the Owners duly granted the Developer the exclusive right to Develop in respect of All That 2.6195 Acres of Land comprised in several Dag Nos. as noted below corresponding to L.R. Khatian No. 137, Sabek Khatian No. 612 in Mouza - Dhakhindari, J.L. No. 25 of South Dum Dum Municipality, P.S. Lake Town, North 24-Parganas.

2.2 By a Development Agreement dated 1st September, 2016 made by and between (1) Smt. Aloka Mitra, wife of Late Kanai Lal Mitra and (2) Sri Tirthankar Mitra, son of Late Kanai Lal Mitra, therein jointly referred to as the Owners of the One Part and M/s. Jagannath Heights Private Limited, therein referred to as the Developer of the Other Part and duly registered in the Office of the Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2016, pages from 370019 to 370099 being No. 190409865 for the year 2016 the Owners granted the exclusive right to the Developer to Develop in respect of All That undivided 2/3rd share of total 1.0729 Acres of Land equivalent to 0.7153 Acres comprised in several Dags as noted below, corresponding to L.R. Khatian Numbers in Mouza - Dhakhindari, J.L. No. 25 of South Dum Dum Municipality, P.S. Lake Town, North 24-Parganas.

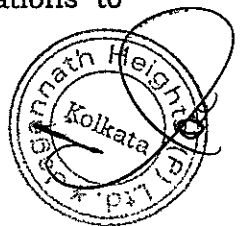
2.3 By a Development Agreement dated 1st October, 2016 made by and between Sri Dipankar Mitra, son of Late Kanai Lal Mitra, therein referred to as the Owner of the One Part and M/s. Jagannath Heights Private Limited, therein referred to as the Developer of the Other Part and duly registered in the Office of the Registrar of Assurances - IV, Kolkata in Book No. I, Volume No. 1904-2016, Pages from 370228 to 370305 being No. 190409881 for the year 2016 the Owner duly granted the exclusive right to the Developer to the Develop in respect of All That undivided 1/3rd share of total 1.0729 Acres of Land equivalent to 0.3576 Acres comprised in several L.R. Dag Nos. as noted below, corresponding to L.R. Khatian Numbers in Mouza - Dhakhindari, J.L. No. 25 of South Dum Dum Municipality, P.S. Lake Town, North 24-Parganas.





- 2.4 By a Development Agreement dated 1st September, 2016 made by and between (1) Smt. Krishna Rani Mitra, wife of Late Sunit Kumar Mitra and (2) Sri Subhendu Mitra, son of Late Sunit Kumar Mitra, therein jointly referred to as the Owners of the One Part and M/s. Jagannath Heights Private Limited, therein referred to as the Developer of the Other Part and duly registered in the Office of the Additional Registrar of Assurances IV, Kolkata in Book No. I, Volume No. 1904-2016, pages from 369940 to 370018 being No. 190409864 for the year 2016 the Owner granted the Developer the exclusive right to Develop in respect of All That piece and parcel of land measuring an area of 0.9419 Acres of Land comprised in several Dag Nos. as noted below, corresponding to R.S. Khatian No. in R.S. Dag Nos. in Mouza - Dhakhindari, J.L. No. 25 of South Dum Dum Municipality, P.S. Lake Town, North 24-Parganas.
- 2.5 By a Development Agreement dated 25th October, 2016 made by and between (1) Sri Swapan Kumar Mitra, (2) Sri Subrata Mitra and (3) Sri Sandip Kumar Mitra, all are sons of Late Chandra Sekhar Mitra, therein collectively referred to as the Owners of the One Part and M/s. Jagannath Heights Private Limited, therein referred to as the Developer of the Other Part and duly registered in the Office of the Additional Registrar of Assurances - IV, Kolkata in Book No. I, Volume No. 1904-2016, Pages from 380882 to 380950 being No. 190410288 for the year 2016 the Owners granted the exclusive right to the Developer to Develop in respect of All That undivided 1.2007 Acres of Land comprised in several Dag Nos. as noted below, corresponding to R.S. Khatian Numbers in Mouza - Dhakhindari, J.L. No. 25 of South Dum Dum Municipality, P.S. Lake Town, North 24-Parganas.
- 2.6 By virtue of the said five Development Agreements the Developer became duly authorized and entitled to Develop the land having an aggregate measurement of about 6.4607 Acres more fully and particularly described in Paragraph 17 hereinbelow (out of which 14 Bigha 11 Cottah is being developed) (hereinafter referred to as the Entire Premises).
- 2.7 The Owners respectively have duly granted general power of attorneys in favour of the Developer whereby Developer is entitled to receive consideration from the intending purchasers as well as to sign execute and register the deed of conveyance, lease and/or agreement and make representation to various authorities concerned including South Dum Dum Municipality and other statutory authorities and sign on behalf of the Owners as their Constituted Attorney.
- 2.8 The said Developer is thus entitled to make development and construction at the said Entire Premises as well as to do all other things necessary for the purpose of construction including appointment of architects, engineers, contractors, purchase of building materials and make representations to

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various statutory authorities including South Dum Dum Municipality and to sign, execute and register papers and documents and do all other matters and things as may be necessary for smooth construction of the building at the said Entire Premises as well as to sell and dispose of various portions thereof and to receive consideration therefor.

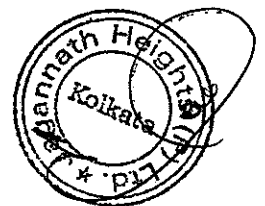
- 2.9 The Developer at the first stage decided to develop ALL THAT a portion of land measuring more or less 14 Bigha 11 Kottahs out of the total land of 6.4607 Acres as more fully described in paragraph 17 hereinabove (hereinafter referred to as the said premises).
- 2.10 The building plan has been duly sanctioned by the South Dum Dum Municipality for construction of the multi-storied building complex at the said premises, hereinafter referred to as the said Project.

3. **Purchasers' Covenants**

At or before the execution of this Agreement, the Purchaser(s) has/(have) collected photocopy of all the paper, deeds, documents etc., regarding the title and independently examined & verified or caused to be examined/searched and verified the title of said premises, inter alia the following and has fully satisfied himself and/or themselves about the same:

- a) The title of the Owners and right of the Developer in respect of the said premises.
- b) The construction being made or to be made in the said premises.
- c) The plan, elevation and structural stability of the said building.
- d) About the workmanship and materials used or to be used in the construction of the new building at the said premises.
- e) The use of the open space, front space, open or covered area, parking space and area for other user.
- f) Covered Area and the Super built up area of the said Flat/Unit.
- g) The Specification and Common Portions of the Project.
- h) The right of the other space Owners/Occupants/Flat Owners in the said building and have agreed not to raise any objections in respect thereof.
- i) Not to raise any objections in respect of amenities/facilities provided by the Developer in the said building Complex.
- j) The Purchaser undertakes and covenants with the Developer not to raise any requisition or objections regarding the above and also waive his/her/its rights if any, to do so.

As per





NOW IT IS HEREBY DECLARED THAT THE PARTIES HERETO HAVE AGREED as follows:

4. Allotment

4.1 At the request of the Purchaser the Developer agrees to allot to the Purchaser ALL THAT Flat/Unit morefully and particularly described in the Paragraph 18, hereunder written free from all encumbrances on the terms and conditions recorded herein. However, the Developer has the right to make variation in the area and design of the said Flat/Unit, which Purchaser will accept.

5. Construction

5.1 The Developer shall do the construction of the Buildings including the said Flat and the common portions in a phased manner.

5.2 The Unit/Flat and the Common Portions, as mentioned in Paragraph 18 herein shall be constructed and completed as per the specifications mentioned in the Paragraph 20 herein.

5.3 The construction or material and their quality shall be such as may be approved by the Architect.

5.4 The Developer shall be entitled to make such changes, modifications, additions, alterations and/or variations regarding the construction and the specifications of the Buildings, the Common Portions and/or the said Flat/Unit as may be deemed necessary by the Developer and/or required by any Statutory Authorities, including South Dum Dum Municipality and the Purchaser hereby authorises the Developer in this regard. Knowledge or any further consent of the Purchaser shall not be required for the same. The Developer in consultation with the Architect may make such changes, modifications, additions, alterations and/or variations. The Purchaser shall raise no claim or objection in this regard at any point of time.

5.5 The decision of the Architect regarding construction, specifications, division of phases, common portions, the quality of materials and the workmanship, calculation of the built-up and super built-up areas of all flats and flat units and other such matters regarding construction shall be final and binding on the Purchaser.

5.6 Charges for providing any additional work in and/or relating to the said Flat at the request of the Purchaser and for providing any additional facilities or utility for the said Flat shall be paid borne and discharged by the Purchaser and it shall not be the obligation of the Developer to provide the same.

Agdms.





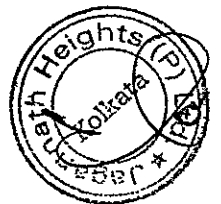
- 5.7 All betterment fees taxes any new or enhanced taxes, Goods and Service Taxes and other levies charges imposed or to be imposed by the Government/Statutory Authorities or any other authority relating to the said Premises and/or the said Flat shall be paid and borne by the Purchaser(s) proportionate to his/her/its interest therein.
- 5.8 Time for advance payment shall always remain as the essence of the contract. In the event of any default on the part of the Purchaser(s) in making payment of any of the advance amounts agreed to be paid in terms of this Agreement the Owners shall be entitled to claim from the purchaser (in addition to any other right which the Owners may have) interest on the advance amount remaining outstanding subject to what is hereinafter appearing.
- 5.9 The Purchaser shall not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the construction or completion of the Buildings by the Developer and/or the transfer sale or disposal of any flat, servants' quarter and car parking or portion of the Buildings including unsold flats/units/space at the time of handing over possession to the Maintenance Agency. In default, the Purchaser shall be responsible and liable for all losses and damages which the Owners/Developer or any of them may suffer in this regard.
- 5.10 The Developer shall endeavour to construct the said Flat/Unit and make the same ready for delivering possession thereof on or before the date mentioned in Paragraph 22 herein subject to Force Majeure and/or reasons beyond the control of the Developer, in which circumstances, the time shall automatically stand suitably extended and the Purchaser shall not be entitled to make or raise any claim whatsoever in this regard.
- 5.11 The Purchaser is aware that the Owner/Co-Owner and/or their nominees is going to make construction in the said entire land/entire premises more fully described in the Paragraph 17 in a Phased manner in the different portion of the said premises and the Club House, Swimming Pool, Gardens, common passage, open area etc. will be common for the entire Building Complex known as "**NATURAL CITY LAKE TOWN**". The said common passage, common area, amenities, facilities, utilities including Open Space, Passages, Club House, Swimming Pool etc. will remain for user of the entire **NATURAL CITY LAKE TOWN**. Various common area and facilities will be completed only after completion of the construction of the entire Complex and it will take some extra time for which purchaser hereby accord their consent. The Purchaser is also aware that the common passage and common facilities, main entrance will be required for the construction and users of the other buildings and facilities and the Purchaser hereby consent for the same.

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Adv. m.



- 5.12 The Purchaser shall not deal with, let out encumber or transfer or nominate the said Flat without the consent in writing of the Developer first has been obtained or until possession of the said Flat is delivered to the said Purchaser and the Purchaser has paid all amounts due and payable hereunder. The Purchaser with the consent of the Developer is entitled to make nomination upon payment to the Developer @ Rs. 100/- per Sq.ft. of chargeable area as nomination fees.
- 5.13 It is further agreed that even prior to completion of the said Unit in the manner aforesaid, in case the Purchaser desires to simultaneously carry out its fit-outs therein, then the Purchaser may be permitted to carry out the same if the Developer agrees to the same, and in such event the Purchaser shall be liable to pay the entire balance consideration and all other amounts and deposits payable by the Purchaser to the Developer hereunder prior thereto. During such fit-out period, the Purchaser shall be liable for payment of charges for various utilities like electricity generator water lifts etc., as be determined by the Developer.
- 5.14 The Purchaser hereby records his consent that the Developer shall be entitled to all future vertical and horizontal exploitation of the Buildings and/or the Premises by way of additional/further construction or otherwise on any part of the Land comprised in the Premises and/or raising of any additional floors/stories/ construction over the roofs of the buildings and shall at their absolute discretion be entitled to make from time to time additions or alterations to the building and/or the Common Portions and shall be entitled to deal with and dispose of any or all of the above in any manner whatsoever. The Purchaser shall not be entitled to and hereby undertake not to raise any objection, hindrance or claim in respect of the same. The Developer/Owners or its nominee are entitled to use the common area and passage for the purpose of carrying building materials, vehicles, labourers men and agent even after receipt of possession of their flat.
- 5.15 For the purpose of user of the Club although the membership is free for the Purchaser(s) or their direct family member only but they have to pay the other charges for user and abide by the rules and regulations of the said club as prepared by the Project Advocate.
- 5.16 Without prejudice to the generality of the foregoing it is expressly agreed that as regards the construction of the said Unit, in case any purported structural defect only of the said Flat is noticed by the Purchaser within 5 (five) years from the Date of Commencement of Liability or the prescribed statutory period whichever be earlier, the Purchaser shall immediately bring the same to the notice of the Developer and unless the such defect has arisen due to any act or omission on the part of the Purchaser or his agents, the Developer shall wherever possible, rectify such defect without charge to the Purchaser.

Attest





5.17 In case if the purchaser for reason in delay the delivery of possession or not satisfied with the right, title and interest of the Owners and Developer in the said premises desire to cancel the said Agreement then in such an event the Purchaser can only ask for cancellation of this Agreement after giving 30 days notice to rectify such defects and in such event if the Owners or the Developer fails to rectify defect then they will refund the amount purchaser paid till date together with interest for such period after termination @ Fixed Deposit interest paid by the Nationalized Bank.

6. Possession

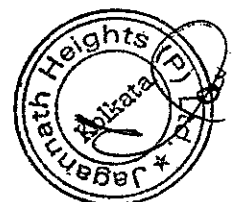
6.1 The said flat/unit is deemed to be ready for delivery of possession upon the same being completed internally and reasonable ingress to and egress from the said flat/unit being provided along with temporary or permanent water, drainage, sewerage, electricity and lift facilities/connections. A certificate from the Architect regarding such completion shall be final and binding. The Developer shall thereafter issue a 15 days' notice to the purchaser calling upon the purchaser to take possession of the said flat/unit upon making payment of all dues complying with all other outstanding obligations of the Purchaser at the relevant time.

6.2 The Purchaser shall be liable to pay proportionate monthly common expenses and Municipal taxes from the expiry of the period of notice of possession as mentioned above. However, the Purchaser shall not be liable for any past taxes and outgoings. Notwithstanding anything to the contrary contained elsewhere in this Agreement, in the event of the Purchaser not taking over possession of the said Flat/Unit within the time as mentioned in the said notice, the Purchaser shall become liable, with effect from the date of expiry of the period of such notice, to pay proportionate common expenses, and also a fine/guarding charge of Rs. 1,000/- per month. However, the Developer/Vendor at its discretion can provide a maximum relief of six months from levy of the guarding charges if there is sufficient genuine reason for the delay on the Purchaser's part.

6.3 The Purchaser shall be entitled to receive possession of the said flat/unit only upon payment of all his dues including the Agreed Consideration, the Additional Payments and Deposits and also upon due compliance with and/or Performance of all the Covenants, undertakings and obligations required to be complied with and/or performance on the part of the Purchaser in pursuance of this Agreement or otherwise required by law. The obligation to make over possession of the said flat/unit shall arise only after that.

6.4 In the event of the Purchaser not making full payment, and/or not complying with any of his obligations and/or not taking possession of the said flat/unit

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within a period of 15 days from the date of issue of notice as stated hereinbefore, the Purchaser shall be deemed to have committed default entitling the Developer to the Rights on Purchaser's Default as mentioned in the Paragraph-23.

6.5 With effect from the Date of Possession or the date of expiry of the period specified in the said Notice as stated hereinbefore, whichever is earlier, the Purchaser shall be deemed to have fully satisfied himself regarding the plans, the constructions (including the quality, specifications and workmanship), the built up and super built up areas, the quality of material used, the structure stability and the completion of the buildings, the Common Portions of the said flat/unit and shall not thereafter be entitled to raise any objection or make any claim regarding the same.

7. Documents relating to transfer:

7.1 The Deed of Conveyance and other documents in respect of the said Flat/Unit shall be prepared and finalized by the Developer's Advocate and the Purchaser agrees and undertakes to accept and execute such Deed of Conveyance.

7.2 The Purchaser agrees and shall, within 15 days of being required by the Developer accept, execute, complete and deliver to the Developer such executed documents, statements, declarations, affidavits and other papers as may be deemed reasonable by the Project Advocate relating to the transfer envisaged hereunder.

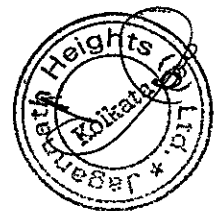
7.3 The Purchaser shall be at liberty to consult any other lawyer/advocate for any independent advice provided however that such consultation for independent advice will not absolve the Purchaser of his/its responsibility and liability to pay the legal fees to the Advocate.

8. Rights to be transferred in favour of Purchaser :

8.1 In respect of the Flat/Units, other spaces, properties and rights which are not intended to be transferred to the Purchaser as aforesaid, the Owners/Developer shall be entitled to use, utilize, transfer, alienate, part with the possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by them in their absolute discretion, without any reference to the Purchaser. The Purchaser hereby consents to the same and undertakes not to raise any claim or create or cause to be created any obstruction or hindrance whatsoever regarding the same.

8.2 The right of the Purchaser as determined by the Developer regarding the Undivided Share shall be variable depending on further / additional constructions and development, if any, that may be made by the Developer from

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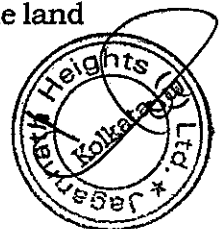
time to time in future and the Purchaser hereby consents to the same. Any such variation shall not affect the Agreed Consideration and no claim or objection can or shall be raised regarding the same by the Purchaser under any circumstances including in the event of reduction of the proportionate share of the Purchaser in the Land and the Common Portion.

- 8.3 The Developer shall be entitled to erect, maintain and/or to permit and/or grant rights to outside/third parties to erect and maintain hoardings, display-signs, communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas etc. on the roofs of the Buildings and/or other areas in the Buildings and/or the Premises without being required to pay any charges for the same to the Unit Owners or anyone claiming through them. Neither the Unit Owners (including the Purchaser) nor the Association nor any other entity shall be entitled to object or to hinder the same in any manner whatsoever.

9. Maintenance and Enjoyment :

- 9.1 Immediately after the completion of the said building and the possession is made over to the unit/flat Purchaser, Developer in the said building only shall form or cause to be formed an Association or a Society or Syndicate of the flat/unit Owner in the said building (hereinafter called the HOLDING ORGANISATION) with such rules and regulation as may be determined by the Owner/Co-Owner only for maintenance of the project.
- 9.2 The Purchaser shall become a member of the Holding organization and hereby agrees to abide by the rules and regulations which shall be framed from time to time by the said Holding organization for the benefit of all the members of the said Holding organization. The owner or said holding organization is entitled to modify, change or restrict the user of the common facilities or amenities for which the purchaser hereby give consent.
- 9.3 The Purchaser will comply with all such obligation and restrictions for user of the said Flat and the said building Complex as made by the Developer for the user and benefit of all the Flat Owners of the said entire Complex.
- 9.4 In case of any amount (including maintenance charges) being due and payable by the Purchaser to the Developer and/or the Maintenance In-Charge, the Purchaser shall not be entitled to let out, transfer or part with possession of the said Unit till the time the same are fully paid and No Dues Certificate is obtained from the Developer and/or the Maintenance In-Charge, as applicable.
- 9.5 Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of applicable laws, the Premises Common Elements and/or the land

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comprised in the said Premises are required to be transferred to the Maintenance Company / Association etc., then the Developer and/or the Owners, as per their respective entitlements, shall be entitled to do so and the Purchaser shall do all acts deeds and things and sign execute and deliver all papers documents etc., as may be required therefor and if any stamp duty, registration fee, Legal fees, other expenses, etc., is payable thereof, then the same shall be borne paid and discharged by the Co-owners (including the Purchasers herein) proportionately and the Developer and/or the Owners shall not be liable therefore in any manner and the Purchaser and the other Co-owners shall keep the Developer and the Owners fully indemnified with regard thereto.

9.6 The Purchaser shall be and remain responsible for and indemnify the Owners and the Developer and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Premises or any other part of the New Building/s or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser and shall also indemnify the Owners and the Developer against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and the Developer as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser.

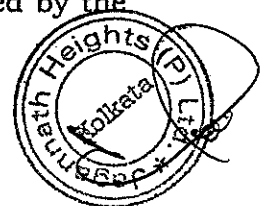
10. **Default**

10.1 Failure to perform the terms and condition of this agreement or to make payment of any amount payable by the Purchaser under this Agreement on account of the Agreed Consideration and/or the Additional Payments and/or Deposits or otherwise within the specified time, or within 15 days of demand if no time is specified, shall amount to a default entitling the Developer to exercise all or any of the Rights on Purchaser's Default.

10.2 In case of default by the Developer, the Purchaser shall only be entitled to claim damages and refer the matter to the Arbitration Tribunal.

10.3 **DEFAULTS:** The Purchaser shall pay interest @12% (twelve percent) per annum or such interest as may be prescribed in the Rules to be framed by the State Government under Real Estate (Regulation And Development) Act, 2016, on all sums becoming due hereunder and which the Purchaser fails to pay to the Developer within the period stipulated hereunder for the period during which the Purchaser remains in default. This will be without prejudice to the other rights of the Developer hereunder, including to adjust the amounts under default, as also the interest, from other payments made / deposited by the

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Purchaser with the Developer. The Developer shall have the discretion to waive and/or reduce the interest payable as aforesaid.

- 10.4 In case the Purchaser having duly and punctually complied with all its obligations and is also ready and willing to comply with all his further obligations hereunder and the Developer fails to construct the said Unit within the period stipulated in Paragraph 22 herein hereunder written, then the Developer shall be allowed automatically an extension of 6 (six) months without being liable for any penalty or interest during such extended period and in case of failure on the part of the Developer to construct the said Unit even within such extended period then and only in such event the Purchaser shall be entitled to claim from the Developer interest on the consideration paid by the Purchaser till then to the Developer, which interest shall be calculated @12% (twelve percent) per annum or such interest as may be prescribed in the Rules to be framed by the State Government under Real Estate (Regulation And Development) Act, 2016, as damages / compensation arising from the date of expiry of the stipulated period of construction and the extension (grace period) thereof till the date of delivery of possession of the said Unit to the Purchaser.
- 10.5 In case such delay by the Developer continues for a period of more than 12 (twelve) months beyond the date of expiry of the stipulated period of construction and the extension (grace period) thereof, then the Purchaser shall become entitled to terminate the contract and claim refund of the amount of consideration paid by the Purchaser to the Developer till then alongwith accrued damages / compensation mentioned in the clause immediately preceding.
11. **Force Majeure:** In the event of any delay by the Developer, in performance of any of its obligations herein due to Force Majeure or reasons beyond the control or reasonable estimation of the Developer, then the time for relevant matter shall stand suitably extended. The Developer shall not be liable for refund or for any interest or damages in case of delay due to Force Majeure which shall include natural calamities, Act of God, flood, tidal waves, earthquake, riot, war, storm, tempest, fire, civil commotion, air raid, strikes, (including by contractor/Site lockout, transport strike, notice or prohibitory order from Municipal Corporation or any other statutory body or any Court, injunction, Receiver, Government Regulations, new and/or changes in any municipal or other rules, laws or policies affecting or likely to affect the Project or any part or portion thereof, shortage of Essential Commodities and/or any circumstances beyond the control or reasonable estimation of the Developer and the Purchaser(s).
12. **Entire Agreement:** This Agreement records the finally agreed terms and conditions between the parties and all previous oral or written assurances,

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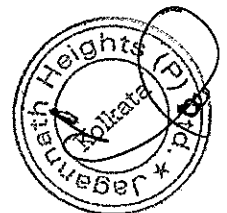




representations, brochures, general terms and conditions, advertisements, correspondences and/or negotiations, if any, shall always be deemed to be superseded by this Agreement and the same shall be invalid and not binding and the same cannot be relied upon in any manner whatsoever. Any mutual modification or variation of any term or condition recorded in this Agreement shall be valid only if all the parties herein make the same in writing.

13. **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be effected thereby and each provision of this Agreement shall be independently valid and enforceable to the fullest extent permitted by law.
14. **Miscellaneous**
 - 14.1 The Project and the Buildings to be constructed at the said premises have been named "**NATURAL CITY LAKE TOWN**" and the same shall always be known by the said name. The Purchaser and/or the Unit Owners and/or the Association shall not be entitled to change the said name under any circumstances whatsoever.
 - 14.2 The Developer and the Purchaser have entered into this agreement purely on a principal-to-principal basis and nothing stated herein shall be deemed to construe a partnership between the Developer and the Purchaser or constitute an Association of Persons. The transaction contemplated herein is a sale and purchase of the said Flat/Unit and no form of service is contemplated herein.
 - 14.3 Non-enforcement of any right by the Developer or any indulgence granted by the Developer to the Purchaser or any other Unit Owner shall not amount to waiver of any of the rights of the Developer.
 - 14.4 The Purchaser shall have no connection whatsoever with the other Unit Owners and there shall be no privity of contract or any Agreement or arrangement as amongst the Purchaser and the other Unit Owners (either express or implied) and the Purchaser shall be responsible to the Developer for fulfillment of the Purchaser's obligations irrespective of non-compliance by the other Unit Owners and agree to keep harmless and indemnified the Developer of any and against all costs, charges, claims, liabilities, obligations, actions, penalties, suits and proceedings whatsoever in the event of the Developer being saddled with any claim, liability or obligation relating to stamp duty and/or registration charges or on any other account.
 - 14.5 The Owners and Developer duly identified their respective allocation and subject matter of this agreement is only the Developer's allocation.

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15. **Notices:** All notices shall be sent by registered post/speed post with acknowledgement due at the last notified address of the addressee and shall be deemed to be served on the fourth day after the date of such despatch.
16. **Arbitration:** Any dispute or difference amongst or between any of the parties hereto arising out of and/or relating to and/or connected with the said Flat/Unit and/or the Agreement of any term or condition herein contained and/or relating to interpretation thereof shall be referred to the arbitration of a sole Arbitrator to be appointed by the Project Advocate. Any fresh or new appointment of an Arbitrator that may be necessary shall also be made by the Project Advocate. However, in case the Purchasers desire then the same may be referred to the Arbitrator Tribunal which shall constitute of one nominee each of Developer, Purchaser and Owners. The arbitration shall be held at Kolkata. The parties have agreed that the sole Arbitrator and/or Arbitrator Tribunal shall have summary powers and may make interim orders and Awards and/or Non-speaking Awards, whether interim or final. The Purchasers agree not to initiate any proceeding or take any other legal action in any forum or consumer forum or any Court of Law without First referring the matter to the Arbitration and till the Arbitrator/Arbitration Tribunal has given its directions/ Award. The Award/Awards made by the Arbitrator shall be final and the parties agree to be bound by the same. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The Court at Calcutta shall have the exclusive jurisdiction to decide all the disputes relating to or in any way concerning this Agreement.

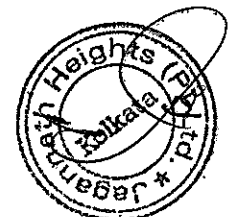
17. **Details of the Land**

ALL THAT a portion of land measuring 14 Bigha 11 Kottah more or less out of total Land situated at Mouza Dhakindari owned by the legal heirs of (1) Girija Bhushan Mitra, (2) Kanailal Mitra, (3) Sunit Kumar Mitra and (4) Chandra Sekhar Mitra in J.L. No. 25, Touzi No. 9 within the South Dum Dum Municipality, P.S. Lake Town, North 24-Parganas, L.R. Dag Nos. 876, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 946, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 970/1009, 917/1010, 921/1012, 972/1011, 1203/4615 etc., comprising of L.R. Khatian No. 90, 137, 171, 662 having an area of 6.4607 Acres as recorded in L.R. Records of Rights.

18. **Details of the Unit & Car parking**

- 18.1 **ALL THAT** the Flat No. E..... on 5TH Floor of the New Building being Block No. "A....." containing by admeasurements 71.8..... Sq. Ft. built up area now in course of construction in a portion of the said Premises commonly known as "NATURAL CITY LAKE TOWN" (be the same a little more

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or less) **TOGETHER WITH** the proportionate share having 2,371 sq.ft. representing common area and facilities and **TOGETHER WITH** the undivided proportionate share in the land underneath the building comprised in the Part of the said premises attributable thereto more fully described in the paragraph 17 hereinabove written.

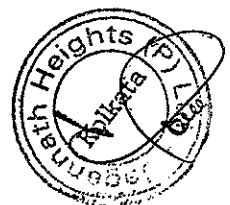
18.2 **Right to Park One Medium Size Car in ~~Basement/Ground Floor~~ Open/Covered.**

19. **Common Portions**

19.1 (Common Areas and installations in respect whereof only right of use in common shall be granted)

- a) The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
- b) Drains and sewers from the premises to the Municipal Duct.
- c) Water sewerage and drainage connection pipes from the Flats to drains and sewers common to the premises.
- d) Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
- e) The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
- f) Boundary walls of the premises including outer side of the walls of the building and main gates.
- g) Fire pump and motor with installation.
- h) Tube well water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
- i) Transformer if applicable electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Flat) and spaces required therefore.
- j) Windows/doors/grills and other fittings of the common area of the premises.
- k) Generator its installations and its allied accessories.
- l) Lifts and their accessories installations and spaces required therefore.
- m) Such other common parts areas equipments installations fixtures and fittings covered and open space in or about the said Premises and/or the building as are necessary for passage to or use and occupancy of the Flats as are necessary.

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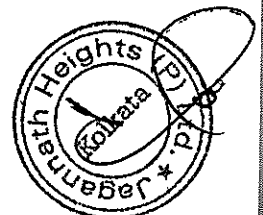
19.2 Common Amenities

- a) Landscaped Garden
- b) Community Hall
- c) Club House
- d) Gym / Health Club
- e) Children play Area
- f) Joggers Track in Open Space
- g) Well-Lit-Roads, cemented road
- h) Block wise 2 Automatic Lift
- i) Surveillance System
- j) Round the clock Security
- k) Back-up-Generator as mention
- l) Fire Fighting System

20. Specifications

- Structure:** R.C.C. framed structure, standard brickwork & plaster.
- Flooring:** Vitrified flooring with 4" skirting.
- Doors:** Good quality flush doors
- Windows:** Aluminium sliding windows with glass panel.
- Kitchen:** Kitchen with Granite slab & 2 feet dado above the platform and stainless steel sink shall be provided.
- Toilet:** Western type commode (with colour in both toilets), white wash basin in common toilet, adequate water connection, geyser point in one toilet with C P fittings of Jaguar or equivalent brand, 6 feet dado above the skirting.
- Staircase:** Staircase will be of Marble & lobby will be of designer vitrified tiles.
- Water supply:** Suitable electric pump will be provided for 24 Hrs steady water supply.
- Electrical:** AC point in master bedroom. Fire resistant concealed branded switches PVC conduit pipe & sufficient power points.

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21. Agreed Consideration

The Purchaser(s) hereby agrees to pay to the Developer -

a) Consideration amount towards the undivided share of land and for construction and completion of the said Unit calculated @ Rs. _____/- per square feet aggregating to

Rs. 42,02,000/-

b) Consideration for right to park _____ Nos. Car in the said Parking Space

Rs. 4,00,000/-

Total Rs. 4602,000/-

Refers to Rs. Six Lakhs two thousand only including one open car parking space.

The said agreed consideration shall be paid as per schedule below:-

21.1 PAYMENT SCHEDULE

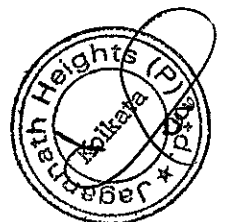
Particulars	Flat
On Application	Rs. 5,00,000/-
Within 30 days of Application / Agreement	30%
On completion of 1st Floor Slab Casting	10%
On completion of 3rd Floor Slab Casting	10%
On completion of 5th Floor Slab Casting	10%
On completion of 7th Floor Roof Casting	10%
On completion of 9th Floor casting	10%
On completion of Brickwork	10%
On completion of Flooring and Finishing Work.	5%
On Possession	5%

In addition to the above the Purchaser(s) hereby also agrees to pay to the Developer for extra/additional works and/or facilities to be done and/or provided as per requirement of the Purchaser(s).

21.2 Taxes

21.2.1 G.S.T. (Goods and Service Tax) is being implemented and the Purchaser agrees to pay the same as in case of any other taxes as may be imposed. At present G.S.T. is @ 12% but the developer is charging from the purchaser @ 7% only at present due to input credit. However in case any increase or decrease the same will be proportionately increase or decrease.

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21.2.2 It is clear that apart from the above the Purchaser shall be liable to pay any other taxes or imposition applicable to the Purchaser.

21.3 NON REFUNDABLE DEPOSITS

At or before taking over the possession the Purchaser shall deposit the following amounts which are not refundable:-

- (a) H.T./L.T. Lines Transformer charges
other electrical equipments and its installation - Rs. As per applicable
- (b) Generator
- | | | |
|---------------------|---|--------------|
| 2 Bedroom - .75 KVA | - | Rs. 10,000/- |
| 3 Bedroom - 1 KVA | - | Rs. 15,000/- |
| 4 Bedroom - 1.5 KVA | - | Rs. 20,000/- |
- (c) Rs. as per applicable be calculated @ Rupees Two on the total chargeable area 955 being ^ square feet for 12 months towards maintenance charges for common expenses after adjustment of dues if any.

21.4 Stamp Duty, Registration Charges, other Miscellaneous Expenses, drafting of Deed of Conveyance and Advocate Fees for registration of Conveyance.

21.5 Individual Electric Meter Deposits as per actual on demand.

21.6 Corpus Deposit at the rate of Rs. ____/- (Rupees _____) only per square feet of _____ square feet Super Built-up Area of the said Flat.

21.7 Deposit for Municipal Taxes.

21.8 Deposit for any other item in respect of which payment is to be made by the Purchaser.

The amounts against the aforesaid Deposits shall be quantified by the Developer at the appropriate time. The Purchaser agrees and undertakes to pay all the aforesaid Deposits within seven days of demand or before the Date of Possession, whichever is earlier, without raising any objections whatsoever regarding the same.

22. Possession Date

The estimated date of the said flat ready for the purpose of delivery of possession is **30.06.2021** with a grace period of 6 (six) months. The time for completion of the balance Blocks and common amenities will be notified separately. However, the possession of the respective Blocks will be handed over to the Purchasers with complete habitable condition with egress and ingress passages completed with driveway. The above shall always be subject to Force Majeure clause as

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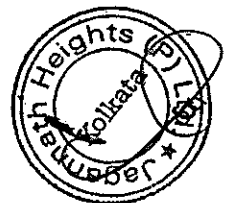


stated in this Agreement. In the event of the Developer failing to make ready the said flat/unit for the purpose of delivery of possession even after the grace period (except due to Force Majeure), the Developer shall be liable to pay compensation to the respective Purchasers depending upon the advances paid by the respective Purchasers as decided by the Arbitral Tribunal provided Purchaser has not been in default of any covenant contained herein.

23. Rights on Purchasers' Default

- a) In case of default/delay in making payment of any amount payable under this Agreement (including in particular in the Paragraph No. 21 herein) or otherwise by the Purchaser to the Developer, interest shall be payable by the Purchaser at the agreed rate of 15% (fifteen per cent) per annum from the due date till the date of payment.
- b) In case of there being a failure/refusal/neglect/ breach or default on the part of the Purchaser to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations, then the Developer shall be entitled to issue a Notice to the Purchaser calling upon the Purchaser to rectify and/or make good or set right the failure, neglect, refusal, breach, or default within one month from the date of receipt of the said Notice. If the Purchaser does not comply with the requisitions contained in the said Notice to the satisfaction of the Developer, then the Purchaser shall be liable to pay to the Developer compensation and/or damages that may be quantified by the Developer.
- c) In the event of any Cheque for any amount issued by the Purchaser being returned dishonoured for any reason whatsoever, the Purchaser shall be liable to pay a fine of Rs.500/- (Rupees Five Hundred only) for every such Cheque that is dishonoured, in addition to making payment of the amount of the Cheque with interest thereon. This shall be without prejudice to the legal rights of the Developer under law (including under the Negotiable Instruments Act, 1881) as also the other rights of the Developer under this Agreement.
- d) Upon cancellation/termination of the Agreement/ Allotment being made by the Developer, all rights and/or claims of the Purchaser, if any, against the Developer, the said Flat/Unit, the Buildings and/or the Premises shall stand extinguished and the Developer shall be forthwith entitled to transfer, deal with and dispose of in any manner the said Flat/Unit to any person on such terms and conditions as may be deemed fit and proper by the Developer without making any reference to the Purchaser and the Purchaser shall not be entitled to make or raise any objection, hindrance or claim regarding the same.

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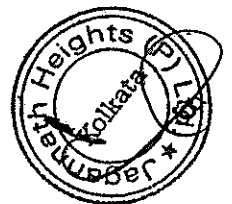


stated in this Agreement. In the event of the Developer failing to make ready the said flat/unit for the purpose of delivery of possession even after the grace period (except due to Force Majeure), the Developer shall be liable to pay compensation to the respective Purchasers depending upon the advances paid by the respective Purchasers as decided by the Arbitral Tribunal provided Purchaser has not been in default of any covenant contained herein.

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- c) In the event of any Cheque for any amount issued by the Purchaser being returned dishonoured for any reason whatsoever, the Purchaser shall be liable to pay a fine of Rs.500/- (Rupees Five Hundred only) for every such Cheque that is dishonoured, in addition to making payment of the amount of the Cheque with interest thereon. This shall be without prejudice to the legal rights of the Developer under law (including under the Negotiable Instruments Act, 1881) as also the other rights of the Developer under this Agreement.
- d) Upon cancellation/termination of the Agreement/ Allotment being made by the Developer, all rights and/or claims of the Purchaser, if any, against the Developer, the said Flat/Unit, the Buildings and/or the Premises shall stand extinguished and the Developer shall be forthwith entitled to transfer, deal with and dispose of in any manner the said Flat/Unit to any person on such terms and conditions as may be deemed fit and proper by the Developer without making any reference to the Purchaser and the Purchaser shall not be entitled to make or raise any objection, hindrance or claim regarding the same.

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- e) If any act or omission of the Purchaser results in any interruption/interference/hindrance/obstruction/impediment or delay in the Project or the construction of the Buildings or any portion thereof including further constructions additions and/or alterations from time to time and/or in the transfer sale or disposal of any Flat or portion of the Buildings, then in that event the Purchaser shall also be liable to pay to the Developer compensation and/or damages that may be quantified by the Developer.
- f) Besides the aforesaid rights the Developer shall also be entitled to any other right to which the Developer may be entitled to in law by reason of any default or breach on the part of the Purchaser.

24. **Short Description of title of Premises No. 1204 Dhakhindari Road, Kolkata-700048, District North 24-Parganas.**

- A. One Girija Bhusan Mitra, was the full and absolute owner of **All That 2.6195 Acres** of land comprised in several Dags as noted below, corresponding to L.R. Khatian No.137, Sabek Khatian No.612, in Mouza Dhakhindari, J.L.No.25 of the South Dum Dum Municipality, P.S. Lake Town, North 24-Parganas:
- B. After the death of the said Girija Bhusan Mitra on 11th April 1979, the Owners herein, being his sons and only heirs and legal representatives, inherited and acquired the said Premises in equal undivided shares.
- C. By a Development Agreement dated 14th September, 2016 made by and between (1) Amitava Mitra, (2) Partha Sarathi Mitra, both are sons of Late Girija Bhusan Mitra, therein jointly referred to as the Owners of the One Part and M/s. Jagannath Heights Private Limited, therein referred to as the Developer of the Other Part, duly registered in the Office of the Additional Registrar of Assurances IV, Kolkata in Book No. I, Volume No. 1904-2016, pages from 328193 to 328277 being No. 190408816 for the year 2016 in respect to the All That 2.6195 Acres of Land comprised in several Dag Nos. corresponding to L.R. Khatian No. 137, Sabek Khatian No. 612 in Mouza - Dhakhindari, J.L. No. 25 of South Dum Dum Municipality, P.S. Lake Town, North 24-Parganas.
- D. One Kanai Lal Mitra, a Hindu inhabitant governed by Dayabhaga Bengal School of Hindu Law, son of Late Satish Chandra Mitra, owned and possessed several Dags of the Schedule mentioned land area. Subsequently the said Kanai Lal Mitra recorded his name for the above mentioned land area in the office of Block Land and Land Reform Office, North 24-Parganas. After the death of said Kanai Lal Mitra who died intestate on 17th January, 2014, his wife Smt. Aloka Mitra and two sons Sri Tirthankar Mitra and Sri Dipankar Mitra collectively inherited his all properties including the

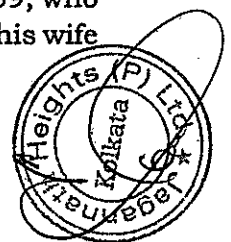
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land area comprising of various Dag Nos. measuring 1.0729 Acre each one having undivided 1/3rd share in the said property.

- E. That Sri Dipankar Mitra, Smt. Aloka Mitra and Sri Tirthankar Mitra were seized and possessed of and/or otherwise well and sufficiently entitled to as the sole and absolute owners of **ALL THAT** the piece and parcel of land measuring an area of **1.0729 Acres**, comprised in several L.R. Dags corresponding to L.R. Khatian numbers in Mouza Dhakhindari, J.L. No. 25 of the South Dum Dum Municipality, P.S. Lake Town, North 24-Parganas, absolutely and forever.
- F. By a Development Agreement dated 1st September, 2016 made by and between (1) Smt. Aloka Mitra, wife of Late Kanai Lal Mitra and (2) Sri Tirthankar Mitra, son of Late Kanai Lal Mitra, therein jointly referred to as the Owners of the One Part and M/s. Jagannath Heights Private Limited, therein referred to as the Developer of the Other Part, duly registered in the Office of the Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2016, pages from 370019 to 370099 being No. 190409865 for the year 2016 in respect to the All That undivided 2/3rd share of total 1.0729 Acres of Land equivalent to 0.7153 Acres comprised in several Dags mention therein, corresponding to L.R. Khatian Numbers in Mouza - Dhakhindari, J.L. No. 25 of South Dum Dum Municipality, P.S. Lake Town, North 24-Parganas.
- G. By a Development Agreement dated 1st October, 2016 made by and between Sri Dipankar Mitra, son of Late Kanai Lal Mitra, therein referred to as the Owner of the One Part and M/s. Jagannath Heights Private Limited, therein referred to as the Developer duly registered in the Office of the Registrar of Assurances - IV, Kolkata in Book No. I, Volume No. 1904-2016, Pages from 370228 to 370305 being No. 190409881 for the year 2016 in respect to All That undivided 1/3rd share of total 1.0729 Acres of Land equivalent to 0.3576 Acres comprised in several L.R. Dag Nos. mention therein, corresponding to L.R. Khatian Numbers in Mouza - Dhakhindari, J.L. No. 25 of South Dum Dum Municipality, P.S. Lake Town, North 24-Parganas.
- H. One Sunit Kumar Mitra, was the full and absolute owner of **All That 0.9419 Acres** of land comprised in several Dags as mention therein corresponding to R.S. Khatian numbers in R.S. Dag numbers in Mouza Dhakhindari, J.L. No. 25 of the South Dum Dum Municipality, P.S. Lake Town, North 24-Parganas, absolutely and forever.
- I. After the death of the said Sunit Kumar Mitra on 16th November 1989, who died intestate, Smt. Krishna Rani Mitra and Subhendu Mitra, being his wife

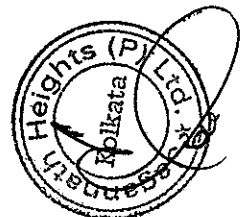
M. A. Mitra



and son are only heirs and legal representatives, inherited and acquired the said Premises in equal undivided shares.

- J. By a Development Agreement dated 1st September, 2016 made by and between (1) Smt. Krishna Rani Mitra, wife of Late Sunit Kumar Mitra and (2) Sri Subhendu Mitra, son of Late Sunit Kumar Mitra, therein jointly referred to as the Owners of the One Part and M/s. Jagannath Heights Private Limited, therein referred to as the Developer of the Other Part, duly registered in the Office of the Additional Registrar of Assurances IV, Kolkata in Book No. I, Volume No. 1904-2016, pages from 369940 to 370018 being No. 190409864 for the year 2016 in respect to the All That piece and parcel of land measuring an area of 0.9419 Acres of Land comprised in several Dag Nos. as mention therein, corresponding to R.S. Khatian No. in R.S. Dag Nos. in Mouza - Dhakhindari, J.L. No. 25 of South Dum Dum Municipality, P.S. Lake Town, North 24-Parganas.
- K. One Chandra Sekhar Mitra, a Hindu inhabitant governed by Dayabhaga Bengal School of Hindu Law, son of Late Satish Chandra Mitra, owned and possessed several Dags of the Schedule mentioned land area. Subsequently the said Chandra Sekhar Mitra recorded his name for the above mentioned land area in the office of Block Land and Land Reform Office, North 24-Parganas. After the death of said Chandra Sekhar Mitra who died intestate on 04.06.2000, leaving behind his wife Smt. Satu Rani Mitra and three sons Sri Swapan Kumar Mitra, Sri Subrata Mitra and Sri Sandip Kumar Mitra as his only heirs and legal representative who collectively inherited his all properties including the land area comprises of various Das Nos. measuring 1.2007 Acre. Subsequently the said Satu Rani Mitra, wife of Late Chandra Sekhar Mitra died intestate on 20.12.2010 leaving behind her three sons Sri Swapan Kumar Mitra, Sri Subrata Mitra and Sri Sandip Kumar Mitra as her only heirs and legal representative who collectively inherited all properties including the land area comprises of various Dag Nos. measuring 1.2007 Acre each one having undivided 1/3rd share in the said property.
- L. Thus Sri Swapan Kumar Mitra, Sri Subrata Mitra and Sri Sandip Kumar Mitra were seized and possessed of and/or otherwise well and sufficiently entitled to as the absolute owners **ALL THAT** the piece and parcel of land measuring an area of **1.2007 Acre**, comprised in several R.S. Dags, corresponding to R.S. Khatian numbers in Mouza Dhakhindari, J.L. No. 25 of the South Dum Dum Municipality, P.S. Lake Town, North 24-Parganas, absolutely and forever.
- M. By a Development Agreement dated 25th October, 2016 made by and between (1) Sri Swapan Kumar Mitra, (2) Sri Subrata Mitra and (3) Sri Sandip Kumar Mitra, all are sons of Late Chandra Sekhar Mitra, therein

Handwritten signature





collectively referred to as the Owners and M/s. Jagannath Heights Private Limited, therein referred to as the Developer, duly registered in the Office of the Additional Registrar of Assurance – IV, Kolkata in Book No. I, Volume No. 1904-2016, Pages from 380882 to 380950 being No. 190410288 for the year 2016 in respect to All That undivided 1.2007 Acres of Land comprised in several Dag Nos. corresponding to R.S. Khatian Numbers in Mouza – Dhakhindari, J.L. No. 25 of South Dum Dum Municipality, P.S. Lake Town, North 24-Parganas.

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hand and seals on the day, month and year first above written.

SIGNED SEALED AND DELIVERED by
the **DEVELOPER** at Kolkata in the presence of:

For Jagannath Heights (P) Ltd.

Director

SIGNED SEALED AND DELIVERED by
the **OWNERS** at Kolkata in the presence of:

PAN KUMAR MITRA
RATA MITRA
DIP KUMAR MITRA
SHNA RANI MITRA
BHENDU MITRA
ANKAR MITRA
KAR MITRA
TAVA MITRA
PARTHA SARATHI MITRA

CONSTITUTED ATTORNEY

SIGNED SEALED AND DELIVERED by
the **PURCHASER(S)** at Kolkata in the presence of:

[Handwritten signature]



PAYMENT

Received from the abovementioned purchasers the following sum as advance / part consideration money against sale of unit in the building complex "NATURAL CITY LAKE TOWN" in terms of this Agreement.

Cheque No.	Date	Drawn on	Amount
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Total

(Rupees

) only.