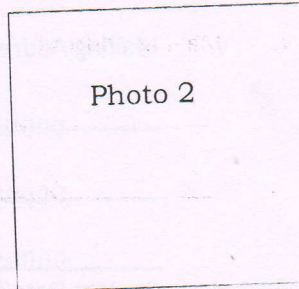
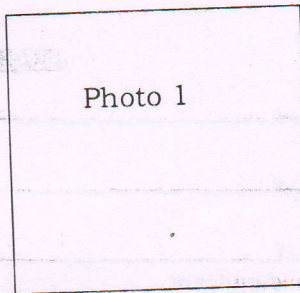


SHIVOHAM BUILDERS PVT.LTD.
THE MERIDIAN, UNIT NO-G/3B,
GROUND FLOOR, VIP ROAD,
(OPP. BIG BAZAAR), RAGHUNATHPUR,
KOLKATA-700059



APPLICATION FOR SPACE BOOKING OF A RESIDENTIAL FLAT AND/OR CAR PARKING.

To
M/s. SHIVOHAM BUILDERS PVT.LTD
 The Meridian, Unit No – G/3B, Ground Floor,
 VIP Road, (Opp. Big Bazaar), Raghunathpur
 Kolkata-700059
 Sir,

I am/We are interested in possessing a residential flat in your residential project in **"SHIVOHAM PARADISE"** in **PANCHVATI COMPLEX**, Kolkata. I/We pay in Cash / DD / Banker's Cheque / Local Cheque bearing No. _____ drawn on _____ (Bank) _____ (Branch) Dated _____ for Rs. _____ (Rupees) _____ only) in favour of M/s. SHIVOHAM BUILDERS PVT.LTD, payable at Kolkata.

Booking Details:

Flat No.	Floor	Block	Area (Sq.ft)	Rate per Sq. ft.	Car Parking	Date of Agreement

I / we furnish the necessary particulars as under :

- i. Name of the Applicant _____
- ii. Name of Father/Husband _____
- iii. Name of the Co-applicant _____
- iv. Name of Father/Husband _____

Date :

Signature 1. _____

Place :

2. _____

v. Mailing Address

Permanent Address

vi. Contact Details : Applicant

Co-Applicant

Tel. No. _____

Fax. _____

Email. _____

vii. Date of Birth _____ (Applicant) _____ (Co-applicant)

viii. Occupation _____ (Applicant) _____ (Co-applicant)

ix. Nationality _____ (Applicant) _____ (Co-applicant)

x. PAN No. _____ (Applicant) _____ (Co-applicant)

xi. Source of Finance. Own Source / Dept. Housing Loan / Housing Finance Co

Certified that the particulars given above are true to the best of my / our knowledge and belief.

Date: _____ Signature 1. _____

Place: _____ 2. _____

1. The applicant shall execute the following Payment Terms:

P A Y M E N T S C H E D U L E

- | | |
|--|-----------|
| 1. ON BOOKING | : - 5 LAC |
| 2. ON AGREEMENT (WITHIN 15 DAYS OF BOOKING) | : - 10 % |
| 3. COMPLETION OF PILING/BASEMENT RAFT | : - 10 % |
| 4. COMPLETION OF FOUNDATION | : - 10 % |
| 5. COMPLETION OF FIRST FLOOR ROOF CASTING | : - 10 % |
| 6. COMPLETION OF SECOND FLOOR ROOF CASTING | : - 10 % |
| 7. COMPLETION OF THIRD FLOOR ROOF CASTING | : - 10 % |
| 8. COMPLETION OF FOURTH FLOOR ROOF CASTING | : - 10 % |
| 9. COMPLETION OF FIFTH FLOOR ROOF CASTING | : - 10 % |
| 10. COMPLETION OF BRICK WORK OF SAID FLAT | : - 5 % |
| 11. COMPLETION OF PLASTER OF PARIS WORK OF SAID FLAT | : - 5 % |
| 12. COMPLETION OF FLOORING OF SAID FLAT | : - 5 % |
| 13. ON POSSESSION/REGISTRATION WHICHEVER EARLIER | : - 5 %. |

DATE:-

Signature 1. _____

EXTRA COST SHEET WITH BREAK-UPS.

1. TRANSFORMER & ELECTRICAL METER/LINE EXPENSES	:- Rs 80000
2. GENERATOR	:- Rs 50000
3. LEGAL CHARGES	:- Rs 20000
4. MAINTENEANCE DEPOSITS	:- Rs 30000
TOTAL	Rs 180000/-

NOTE:- VAT , SERVICE TAX& OTHER TAXES EXTRA(IF APPLICABLE)

CANCELLATION AND OTHER CHARGES:-

CANCELLATION BEFORE EXECUTION OF SALE AGREEMENT	:- Rs 175000
CANCELLATION AFTER EXECUTION OF SALE AGREEMENT	:- Rs 225000
NOMINATION CHARGES	:- Rs 300000

Sign-----

ACCEPTED. Sign-----

PAYMENTS SCHEDULE.

1. ON BOOKING	:- 5 LAC
2. ON AGREEMENT (WITHIN 15 DAYS OF BOOKING)	:- 10 %
3. COMPLETION OF PILING/BASEMENT RAFT	:- 10 %
4. COMPLETION OF FOUNDATION	:- 10 %
5. COMPLETION OF FIRST FLOOR ROOF CASTING	:- 10 %
6. COMPLETION OF SECOND FLOOR ROOF CASTING	:- 10 %
7. COMPLETION OF THIRD FLOOR ROOF CASTING	:- 10 %
8. COMPLETION OF FOURTH FLOOR ROOF CASTING	:- 10 %
9. COMPLETION OF FIFTH FLOOR ROOF CASTING	:- 10%
10. COMPLETION OF BRICK WORK OF SAID FLAT	:- 5 %
11. COMPLETION OF PLASTER OF PARIS WORK OF SAID FLAT	:- 5 %
12. COMPLETION OF FLOORING OF SAID FLAT	:- 5 %
13. ON POSSESSION/REGISTRATION WHICHEVER EARLIER	:- 5 %.

CHEQUE FAVOURING "SHIVOHAM BUILDERS PVT.LTD"

DATED:-----

Sign-----

PLACE:-----

ACCEPTED.

Sign-----

PAPERS/DOCUMENTS REQUIRED AT THE TIME OF BOOKING.

1. PASSPORT SIZE PHOTO - 3 PCS.
2. SELF ATTESTED XEROX COPY OF PAN CARD.
3. SELF ATTESTED XEROX COPY OF ADDRESS PROOF.

This **Agreement** is made on this the day of Two Thousand Eighteen (2018).

BETWEEN

M/s. RAINBOW PROPERTIES (PAN – **AAPFR 2216 Q**),

M/s. RAINBOW BUILDERS (PAN – **AAPFR 2217 R**),

M/s. EMERALD INFRAPROJECTS (PAN – **AAEFE 0948 B**),

M/s. EMERALD CONSTRUCTIONS (PAN – **AAEFE 0946 R**),

All are partnership concern constituted in accordance with the provisions of Indian Partnership Act, 1932 having their registered office at **The Meridian**” Municipal Holding No. RGM/M/08/2005-2006, Room No. G/3B , Ground Floor, Raghunathpur, V.I.P. Road, Kolkata 700059, Post Office Deshbandhu Nagar, Police Station Baguihati, herein after jointly called and referred to as the **Land Owners** all are duly represented by their constituted attorney namely **Sri Vinod Kumar Agarwal (PAN : ACHPA 8951D)**, son of Late N. C. Agarwal, by nationality Indian, by faith Hindu, by

occupation Business, presently residing at Gitanjali Apartments, V.I.P Road, Teghoria, Kolkata 700059, Post Office Baguaihati, Police Station Baguihati, (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective Partner's heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

A N D

M/s. SHIVOHAM BUILDERS PRIVATE LIMITED, (PAN AASCS7401E)) a Company incorporated under the provision of Companies Act 1956 having its registered office at **The Meridian** Municipal Holding No. RGM/M/08/2005-2006, Room No. G/3B , Ground Floor, Raghunathpur, V.I.P. Road, Kolkata 700059, Post Office Deshbandhu Nagar, Police Station Baguihati, represented by its Director namely **Sri Vinod Kumar Agarwal (PAN : ACHPA 8951D)**, son of Late N. C. Agarwal, by nationality Indian, by faith Hindu, by occupation Business, presently residing at Gitanjali Apartments, V.I.P Road, Teghoria, Kolkata 700059, Post Office Baguaihati, Police Station Baguihati herein after referred to as the **DEVELOPER** (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deem to mean and include its successor/s -in -office and/or assigns) of the **SECOND PART**.

AND

MR. (PAN -), son of, by nationality Indian, by faith Hindu, by occupation, residing at, Kolkata 700 0... Police Station, hereinafter called and referred to as the **Purchasers** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/it/their respective heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

Land Owners/Developer and Purchasers, individually **Party** and collectively **Parties**.

NOW THIS AGREEMENT WITNESSES, RECORDS, GOVERNS AND BINDS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS :

1. **Subject Matter of Sale :**

1.1 One residential Unit/Flat at the multistoried building named and styled as "**Shivoham Paradise**" for dwelling purpose together with common passage

morefully and particularly described under **Second Schedule** herein under appearing, for the time being.

1.2. **Flat/Unit/Car Parking Space/ (Dwelling purpose):** The residential flat/parking morefully and particularly described in Part-1 of the **Third Schedule** comprised in Flat No. on Floor together with the undivided, proportionate, impartible share of land more fully and particularly mentioned under **Third Schedule** herein under appearing within the complex named as "**Shivoham Paradise**" [Multistoried Building Complex).

1.3. **Land Share :** Undivided, proportionate, impartible share derived by taking into consideration the proportion which the saleable area of the flat bears to the total saleable area of the flat/unit/commercial space bears to the total saleable areas of the Building in the land attributable to the flat/unit/ commercial space (land share) of **All That** piece and parcel of Bastu land hereditaments admeasuring an area of 23 (twenty-three) Cottahs, 0 (zero) Chittack and 0 (zero) Sq. Ft. which is equivalent to 37.95 (thirty seven point nine five) Decimals be the same a little more or less, comprised in Mouza Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, in R.S. and L.R. Dag No. 596 (Part) in R.S. Khatian No 49 in L.R. Khatian Nos. 1361, 1362, 1363, 1364, 1365 and 1366, present L.R. Khatian Nos. 1993, 1994, 1995 & 1996 being Scheme Plot No. A-1, A-2, A-3, A-4 and A-5 under Ward No. 10 of Rajarhat Gopalpur Municipality vide Municipal Holding Nos. AS/10/247/BL-KC/13-14, Kolkata 700052, Police Station Airport (previously under Police Station Rajarhat and presently Baguihati), presently within the local limits of the Bidhannagar Municipal Corporation, within the jurisdiction of Additional District Sub Registrar, Bidhannagar, Salt Lake City, District North 24 Parganas, morefully and particularly mentioned under **First Schedule** hereinunder appearing.

1.4. **Share in the Common Portions:** Undivided, proportionate, amalgamated and impartible share in the common areas, amenities and facilities of the building, attributable to the flat/unit, the said common areas, amenities and the facilities of the Building described under Part-1 of the **Fourth Schedule** hereinunder appearing and undivided, proportionate, impartible share (dirived by taking into consideration the proportion which the saleable area of the flat/unit bears to the total saleable area of the complex) in the common areas, amenities and facilities of the multistoried building complex attributable to the flat/unit (Share In The Complex Common Portions) the said common areas, amenities and facilities of the complex being described under Part-II of the **Fourth Schedule** of the below **First Schedule** property (collectively **Complex Common Portions**). The Common Portions and the Complex Common Portions are collectively **Common Portions** and the share in the Common Portions

and the share in the Complex Common Portions are collectively **Share In The Common Portion**.

The dwelling flat/unit of the land share and the share in the common portions morefully and particularly described under Part -I of the **Third Schedule, First Schedule, Second Schedule and Fourth Schedule** respectively, collectively **Flat/Unit**.

1.5. **Definitions:** In this Indenture the terms as used shall, unless it be contrary and/or repugnant to the context be deemed, to have the following meaning:-

- a) "Act" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- b) "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- c) "Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- d) "Section" means a section of the Act.
- e) '**Building**' shall mean the building as has been and/or constructed from time to time on the said project and shall have the project name of **Shivoham Paradise**.
- f) "**Developer**" shall include the said **M/s. Shivoham Builders Private Limited** and its successors-in-office, successors-in-interest and/or assigns.
- g) '**Title Deeds**' shall mean and include the following document:-

Deed of Conveyance dated the 29th day of April, 2013 registered at Additional District Sub Registrar. Bidhan Nagar, (Salt Lake City) recorded in Book - I, CD Volume No. 4, Pages Nos. 2838 to 2878 being Deed No 1389 for the year 2013.
- h) '**Co-owners**' shall according to its context mean the Purchasers and all other persons who own or have agreed to own flats/units/car parking Spaces in the said multistoried building Complex including the Land Owners and Developer for the flats/units owned by them, if any.

- i) **'Common Expenses'** shall mean and include all expenses to be incurred by the co-owners for the maintenance management and upkeep of the building including the common portions and/or expenses of the co-owners for the common purposes including those mentioned in the **Seventh Schedule** hereinunder written.
- j) **'Common Portions'** shall mean and include all common areas driveways, erection, construction comprised in the building hereinunder and expressed or intend for common user and enjoyment of the co-owners.
- k) **'Common Purpose'** shall mean and include the purposes of managing and maintaining the building/s and in particular the common portion, collection and disbursement of the common expenses and dealing with the matters of common interest of the obligations for the most beneficial use and enjoyment of their respective flats/units exclusively the premises in common.
- l) **'Company'** shall mean a limited company, Society, Syndicate or Association to be promoted or formed by the Vendor Developer for the common purposes.
- m) **'Parking Spaces'** shall mean **open/covered parking space** reserved in the premises on **Ground Floor** of each Block and designated open spaces to be categorically demarcated for parking of medium size motor cars only.
- n) **'Plans'** shall mean and include the plans, drawings and specifications of the said proposed multistoried building complex, being B.S. Plan vide Serial No. 1024/13-14 dated 17.02.2014 including its amendments and modifications, obtained from the competent authority of Rajarhat Gopalpur Municipality having the provision for further extension/ addition/alteration.
- o) **'The Plots'** shall mean the Bastu land hereditaments admeasuring an area of 23 (twenty-three) Cottahs, 0 (zero) Chittack and 0 (zero) Sq. Ft. which is equivalent to 37.95 (thirty seven point nine five) Decimals be the same a little more or less comprised in Mouza Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, in R.S. and L.R. Dag No. 596 (Part) in R.S. Khatian No 49 in L.R. Khatian Nos. 1361, 1362, 1363, 1364, 1365 and 1366, present L.R. Khatian Nos. 1993, 1994, 1995 & 1996 being Scheme Plot No. A-1, A-2, A-3, A-4 and A-5 under Ward No. 10 of Rajarhat Gopalpur Municipality vide Municipal Holding Nos. AS/10/247/BL-KC/13-14, Kolkata 700052, Police Station Airport (previously under Police Station Rajarhat and presently Baguihati),

presently within the local limits of the Bidhannagar Municipal Corporation, within the jurisdiction of Additional District Sub Registrar, Bidhannagar, Salt Lake City, District North 24 Parganas morefully and particularly dealt in under **First Schedule** hereinunder appearing and also include the building wherever the context so permits.

- p) **'Proportionate or Proportionately or Proportionate Share'** shall according to its context mean where it refers to the share of any co-owners in the land, common portion and in the common expenses then such proportionate share shall be the same as the super built up area of the residential flat/unit comprised in the unit of such co-owners be in proportion to the super built up area of all the flats comprised from time to time **PROVIDED THAT** where it refers to the share of any rates and/or taxes amongst the common expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied i.e. in case of basis of any levy be area rental income or user respectively.
- q) **'Purchasers'** shall include:-
- i) In case the **purchasers are in case of natural person**, the term or expression "**Purchasers**" shall mean and include their respective successors, executors, administrators, legal representatives and/or assigns;
 - ii) In case the **purchasers are partnership firm**, the term or expression "**Purchasers**" shall mean and include the partners of such partnership firm and their respective heirs, executors, administrators, successor, Legal representatives and/or assigns.
 - iii) In case the **purchasers are Limited Company and/or Private Limited Company** the term and/or expression "**Purchasers**" shall mean and include such company and its successor-in-office or successor-in-interest and/or assigns.
 - iv) In case the **purchasers are trust**, the term or expression "**Purchasers**" shall mean and include the Trustee or Trustees for the time being of such Trust and its successor or successors in office and/or assigns.
 - v) Incase the **purchasers are the Karta representing the Hindu Undivided Family**, the expression or term "**Purchasers**" shall mean and include the Karta and/or members for the time being of such Hindu Undivided Family

(H.U.F.) and their respective heirs, executors, successors, administrators, legal representatives and/or assigns.

- r) **'Said Unit'** shall mean the portion of the building and or buildings and shall also include the Purchaser's undivided proportionate share of or in the common portions and the undivided proportionate share in the land comprised in the plots wherever the context so permits.
- s) **'Undivided Proportionate Share'** shall mean undivided proportionate share in the land in the plot appertaining to the said unit and/or units and/or the properties hereby booked to be conveyed, as the case be.
- t) **'Land Owners'** shall include their respective heirs, executors administrators, legal representatives and/or assigns.
- u) **'Singular'** shall include the plural and vice versa.
- u) **'Masculine'** shall include the feminine and vice versa.

PART -1

A. Background/Title of the Said Property:

Whereas:

One Mohuranjan Mohammed Mandal, since deceased, was seized and possessed of and/or otherwise well and sufficiently entitled amongst others all that Rayat Sthitiban Sattya Bisishta Sali land hereditaments and premises admeasuring an area of 6 (six) Cottahs, 0 (zero) Chittack and 0 (zero) Sq. Ft. be the same a little more or less comprised in R.S. Dag No. 596 (Part) in R.S. Khatian No. 49, Pargana Kolikata, Mouza Kaikhali, J.L. No 5, Re. Sa. No. 115, Touzi No. 172, Police Station - Rajarhat within the jurisdiction of the then Sub Registry, Cossipore, Dum Dum and within the local limits of the then Gopalpur-Arjunpur No. 2 Gram Panchayat, District the then 24 Parganas.

And Whereas:

While seizing, possessing and enjoying the aforesaid land the said Mohuranjan Mohammed Mandal, died intestate, leaving behind him surviving his one and only wife Juhurenessa Bibi, as his one and only successor to success and inherit all the estates and properties left by the said Mohuranjan Mohammed Mandal, since deceased, in 16 (sixteen) Anna share in accordance with the provisions of

Mohammedan Law of Succession through which the said Mohuranjan Mohammed Mandal, since deceased, was governed during his lifetime.

And Whereas:

Thus the said Juhurenassa Bibi, wife of Late Mohuranjan Mohammed Mandal was then absolutely seized and possessed of and/or otherwise well and sufficiently entitled amongst others all that Rayat Sthitiban Sattya Bisishta (now Rayati Dakhali Sattya Bishishta) Sali land hereditaments admeasuring an area of 6 (six) Cottahs be the same a little more or less comprised in R.S. Dag No. 596 (Part) in R.S. Khatian No. 49 Pargana Kolikata, Mouza Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Police Station-Rajarhat, within the jurisdiction of Additional District Sub Registrar, Bidhannagar, Salt Lake City, (previously under Sub Registry, Cossipore, Dum Dum) within the local limits of Gopalpur-Arjunpur No. 2 Gram Panchayat in the District of North 24 Parganas (previously 24 Parganas) free from all encumbrances whatsoever.

And Whereas:

By virtue of a Deed of Family Settlement dated the 19th day of October, 1987 made between Juhurenassa Bibi, wife of Late Mohuranjan Mohammed Mandal, therein described as the party of the First Part and Noor Mohammed Mandal, Din Mohammed Mandal, Firoz Mohammed Mandal, Hyder Ali Mandal therein described as the party of the Second Part and Mohammed Sahidul Islam, Mohammed Bagbul Islam, Mohammad Kabirul Islam therein described as the party of the Third Part and Lal Mohammed Mandal and Golam Mohammed Mandal, Saheed Mohammed Mandal, Rafique Mohammed Mandal, and Habib Mohammed Mandal, therein described as the party of the Fourth Part, all grand sons of Juhurenassa Bibi, in pursuance to her wishes and desire, she as Settlor therein granted, conveyed, transferred, assigned and assured unto and to the use of the said grand sons, the Trustees, all that the Rayat Sthitiban Sartya Bisishta Sali land hereditaments and premises, each group of grand sons i.e. the Second, Third and Fourth Part, each having undivided 1/3rd share of her properties therein described in the schedule including the properties amongst others all that Rayati Dakhali Sartya Bishishta Sali land hereditaments and premises measuring about 6 (six) Cuttahs be the same a little more or less comprised in R.S. Dag No. 596 (Part) in R.S. Khatian No. 49, Pargana Kolikata, Mouza Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Police Station Rajarhat within the jurisdiction of Additional District Sub Registrar, Bidhannagar, Salt Lake City, (previously under Sub Registry, Cossipore, Dum Dum) within the local limits of Gopalpur-Arjunpur No. 2 Gram Panchayat.

And Whereas:

By virtue of a Deed of Conveyance dated the 30th day of December, 1993 the said Noor Mohammad Mandal, Taj Mohammad Mandal, Iyer Mohammed Mandal, Din Mohammed Mandal, Firoz Mohammed Mandal, Hyder Ali Mandal all sons of Mohammed Jalaluddin Mandal, all by nationality Indian, all by faith Muslim, all by occupation Cultivation, all of Village-Kaikhali, therein collectively referred to as the Vendors of the One Part, had indefeasibly sold, conveyed, transferred, released and parted all that piece and parcel of sali land hereditaments admeasuring an area of 6 (six) Cottahs be the same a little more or less together with all rights of easements in R.S. Dag No. 596 (Part), in R.S. Khatian 49, in Mouza Kaikhali, J.L. No. 5, Re Sa No. 115, Touzi No.172, within the jurisdiction of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City, within the local limits of Gopalpur-Arjunpur No. 2 Gram Panchayat, District 24 Parganas, being Scheme Plot No. B, to one Mr. Nathmal Verma and Mr. Saroj Kumar Verma @ Mr. Saroj Kumar Varma both sons of Late Basudeo Verma both of 30/A, Kalakar Street, Police Station Burrabazar, Kolkata 700007, jointly the purchasers therein of the other part, at a valuable consideration mentioned therein, and the said Deed of Conveyance was registered in the office of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City and the same was copied in Book No. I, Volume No. 6, Pages Nos. 57 to 64, being Deed No. 186 for the year 1994.

And Whereas:

Upon purchasing the aforesaid land the said Mr. Nathmal Verma and Mr. Saroj Kumar Verma @ Mr. Saroj Kumar Varma duly mutated their joint names in the records of Rajarhat Gopalpur Municipality and the said Municipality duly assessed the said land as Holding No. AS/36/1948/2003 (it would be contextual to mention that with the formation of Rajarhat-Gopalpur Municipality, the said land came within their purview of the said municipality and initially the said land was under Ward No. 27 and thereafter it was under Ward No. 10) and the said Mr. Nathmal Verma and Mr. Saroj Kumar Verma @ Mr. Saroj Kumar Varma also duly mutated their respective names in the records of Block Land & Land Reforms Office, Rajarhat vide L. R. Khatian Nos. 1361, 1362 (during the course of L.R. Settlement Zarip and since then are paying khajna and taxes thereof, as time to time levied by the respective competent authorities, as the sole and absolute joint owners of the said 6 (six) Cottahs of land in question in equal share.

And Whereas:

That by virtue of the recital hereinabove stated the said Mr. Nathmal Verma and Mr. Saroj Kumar Verma @ Mr. Saroj Kumar Varma, both sons of Late Basudeo Verma, both of 30A, Kalakar Street, Police Station Burrabazar, Kolkata 700007, have jointly seized and possessed of and/or otherwise well and sufficiently entitled all that piece

and parcel of land (Bastu by classification) admeasuring an area of 6 (six) Cottahs be the same a little more or less which is equivalent to 9.9 (nine point nine) Decimals comprised in Mouza Kaikhali, J.L. No. 5. Re. Sa. No. 115, Touzi No. 172, in R.S. & L.R. Dag No. 596 (Part) in R.S. Khatian 49 in L.R. Khatian Nos. 1361 and 1362, within the jurisdiction of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City and within the local limits of Rajarhat Gopalpur Municipality, vide Municipal Holding No. AS/36/1948/2003, Police Station Airport, District North 24 Parganas, being Scheme Plot No. B, morefully and particularly dealt in under Part -I, of the First Schedule therein written.

(Part – II)

And Whereas:

One Jalaluddin Mohammed, since deceased and Jan Mohammed Mandal were jointly seized and possessed of and/or otherwise well and sufficiently entitled to amongst others all that Rayati Sthitiban Sattya Bishistha (now Rayati Dakhali Sattya Bishisthta) Sali land hereditaments admeasuring an area of 26 (twenty six) Sataks and 3 (three) Sataks respectively in R S. Dag No. 596 (Part) in R.S. Khatian 49, Pargana Kalikata, comprised in Mouza Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Police Station Rajarhat, within the local limits of Gopalpur Arjunpur No. 2, Gram Panchayat, District 24 Parganas and they were enjoying the same peaceably without any interference from any corner whatsoever.

And Whereas:

While seizing, possessing and enjoying the aforesaid land the said Jalaluddin Mohammed died intestate on 5th day of October, 1968, leaving behind him surviving his wife Shakina Bibi, five sons namely Lal Mohammed Mandal, Golam Mohammed Mandal, Sahid Mohammed Mandal, Rafique Mohammed Mandal, Habib Mohammed Mandal and four daughters Jaheda Bibi, wife of Abul Khayar Mandal, Jarina Bibi wife of Mujibar Rahman, Abiba Bibi, wife of Najimuddin Molla, Aklima Bibi, wife of Jaruddin Ahamed Mallick the predecessor-in-interest, namely Jan Mohammed Mandal, who jointly inherited the properties of the said Jalaluddin Mohammed since deceased, in accordance with the provisions of Mohammaden Law including the aforesaid Rayati Dakhali Sattya Bishistha Sali land hereditaments admeasuring an area of 26 (twenty six) Decimals be the same a little more or less comprised in R.S. Dag No. 596 (Part) in R.S. Khatian 49, Mouza Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Police Station the then Rajarhat, within the local limits of Rajarhat Gopalpur Municipality, previously under Gopalpur Arjunpur No. 2 Gram Panchayat, District North 24 Parganas.

And Whereas :

The said Jahurenessa Bibi, wife of Late Mohuranjan Mohammed Mandal inherited the property from her deceased husband including all that Rayati Sthitiban Sattya Bishistha (now Rayati Dakhali Sattya Bishistha) Sali land hereditaments and premises measuring 3 (three) Cottahs, 3 (three) Chittacks and 5 (five) Sq. Ft. be the same a little more or less being portion of the aforesaid R.S. Dag No. 596 (Part) appertaining to R.S. Khatian No. 49, Pargana Kalikata, Mouza Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Police Station Rajarhat, within the jurisdiction of Additional District Sub Registrar Bidhan Nagar Salt Lake City, District North 24 Parganas, within the local limits of Gopalpur Arjunpur No. 2 Gram Panchayat, free from all encumbrances.

And Whereas :

By virtue of a Deed of Family Settlement dated the 19th October, 1987 as stated herein above, the said Shakina Bibi Lal Mohammed Mandal Golam Mohammed Mandal, Sahid Mohammed Mandal, Rafique Mohammed Mandal, Habib Mohammed Mandal, Jaheda Bibi, Jarina Bibi, Abiba Bibi @ Abeda Bibi, Mabilia Bibi and Aklima Bibi @ Akhima Bibi all legal heirs of the said Jalaluddin Mahammed, since deceased, by virtue of the aforesaid Deed of family Settlement became the joint owners of all that Sali land hereditaments admeasuring in area of 26 (twenty six) Sataks and 3 (three) Sataks thus totalling 29 (twenty nine) Sataks in R.S. Dag No. 596 (Part) in R.S. Khatian No. 49, Pargana Kalikata, Mouza Kaikhali, J.L. No. 5. Re. Su. No. 115, Touzi No. 172, Police Station Rajarhat, Additional District Sub Registrar, Bidhan Nagar, Salt Lake City, District North 24 Parganas.

And Whereas :

That by virtue of Deed of Conveyance dated the 30th day of May, 1994, the said Golam Mohammed Mandal, Sahid Mohammed Mondal, Rafique Mohammed Mondal, Habib Mohammed Mondal, all sons of Late Jalaluddin Mondal, Jaheda Bibi, Jarina Bibi, Abeda Bibi, Mabilia Bibi, Aklima Bibi, all daughters of Late Jalaluddin Mondal and Shakina Bibi, wife of Late Jalaluddin Mondal, collectively them Vendors therein of the one part had indefeasibly sold, conveyed, transferred, released and parted all that demarcated portion of Sali land measuring more or less 2 (two) Cottahs in R.S. Dag No. 596 (Part) appertaining to R.S. Khatian No. 49, in Mouza Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Police Station-Airport (previously Police Station- Rajarhat), District North 24 Parganas, within the jurisdiction of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City, (previously under Gopalpur Arjunpur No. 2 Gram Panchayat) being Scheme Plot No. A-5 to one Mr. Raj Kumar Verma, son of Late Basudeo Verma of 25, Sovabazar, Police Station Shyampukur, Kolkata 700005, the Purchaser therein of the other part, at a valuable consideration

mentioned therein and the said Deed of Conveyance was registered in the office of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City, copied in Book No. I, Volume No. 76, Pages Nos. 127 to 136 being Deed No. 3451 for the year 1994 free from all encumbrances.

And Whereas :

The said Mr. Raj Kumar Verma after purchasing the aforesaid land duly mutated his name in the records of Rajarhat Gopalpur Municipality as well as in the records of Block Land & Land Reforms Office Rajarhat, North 24 Parganas and was paying khajna and taxes thereof regularly to the respective competent authorities as the sole and absolute owner of the aforesaid land.

And Whereas :

That by virtue of a Deed of Conveyance dated the 19th day of March, 2005 the said Mr. Raj Kumar Verma, son of Late Basudeo Verma. the vendor therein of the one part had indefeasibly sold, conveyed, transferred, released and parted all that Sali land hereditaments admeasuring an area of 2 (two) Cottahs be the same a little more or less being demarcated portion of R.S. Dag No. 596 (Part) appertaining to R.S. Khatian No. 49 in Mouza Kaikhali, J.L. No. 5. Re. Sa. No. 115 in Touzi No. 172, being Scheme Plot No. A-5 within the jurisdiction of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City and within the local limits of Rajarhat Gopalpur Municipality, District North 24 Parganas to one Smt. Anju Verma, wife of Mr. Shiv Kumar Verma, the purchaser therein of the other part, at a valuable consideration mentioned therein and the said Deed of Conveyance was registered in the office of Additional Registrar of Assurances-II, Kolkata and the same was copied in Book No. I, Volume No. 1, Pages Nos. 1 to 18 being Deed No. 02387 for the year 2006.

And Whereas :

Upon purchasing the aforesaid land the said Smt. Anju Verma duly mutated her name in the records of Rajarhat Gopalpur Municipality and the said Municipality duly assessed the said land vide Municipal Holding No. RGM/M/40/06 under the then Ward No. 27 and the said Smt. Anju Verma also mutated her name in the records of Block Land & Land Reforms Office, Rajarhat vide L.R. Khatian No. 1366 and since then the said Smt. Anju Verma is paying khajna and taxes thereof regularly to the respective competent authorities as the sole and absolute owner of the aforesaid land.

And Whereas :

That by virtue of a Deed of Conveyance dated the 30th day of May, 1994, the said Golam Mohammed Mandal, Sahid Mohammed Mandal, Rafique Mohammed Mandal, Habib Mohammed Mandal all sons of Late Jalaluddin Mandal, Jaheda Bibi, Jarina

Bibi, Abeda Bibi Mabia Bibi and Aklima Bibi all married daughters of Late Jalaluddin Mandal and Shakina Bibi, wife of Late Jalaluddin Mandal, collectively the vendors therein of the one part had indefeasibly sold, conveyed, transferred, released and parted all that Sali land hereditaments admeasuring an area of 3 (three) Cuttahs be the same a little more or less being Scheme Plot No. A-4 together with all rights of easements comprised in R.S. Dag No. 596 (Part) in R.S. Khatian No. 49, Pargana - Kalikata, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, in Mouza Kaikhali, Police Station - Rajarhat, within the jurisdiction of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City, within the local limits of Gopalpur-Arjunpur No.-2 Gram Panchayat, District North 24 Parganas to one Mr. Hari Prakash Verma, son of Mr. Basudeo Verma, the purchaser therein of the other part, at a valuable consideration mentioned therein, and the said Deed of Conveyance was registered in the office of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City, copied in Book No. I, Volume No. 76, Pages Nos. 117 to 126, being Deed No. 3450 for the year 1994.

And Whereas :

That by virtue of a Deed of Conveyance dated the 19th day of March 2005, the said Hari Prakash Verma, son of Late Basudeo Verma, the vendor therein of the one part, had indefeasibly sold, conveyed, transferred, released and parted the said land measuring 3 (three) Cottahs in R.S. Dag No. 596 (Part) in R.S. Khatian No. 49 in Mouza Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172 being Scheme Plot No. A-4 to the said Smt. Anju Verma, wife of Mr. Shiv Kumar Verma, the purchaser therein of the other part, at a valuable consideration mentioned therein and the said Deed of Conveyance was registered in the office of Additional Registrar of Assurances-II, Kolkata, and the same was copied in Book No. I. Volume No. 1, Pages Nos. 1 to 17 being Deed No. 02385 for the year 2006, free from all encumbrances.

And Whereas :

Thus by virtue of the recital hereinabove stated the said Smt. Anju Verma, wife of Mr. Shiv Kumar Verma is seized and possessed of and/or otherwise well and sufficiently entitled all that piece and parcel of Bastu land hereditaments admeasuring an area of 5 (five) Cuttahs {initially 2 (two) Cuttahs and thereafter 3 (three) Cottahs} be the same a little more or less comprised in Scheme Plot No. A-4 and A-5 in Mouza Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172 in R.S. Dag No. 596 (Part), R.S. Khatian No. 49 in L.R Khatian No. 1366. Police Station Airport (previously Rajarhat), within the jurisdiction of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City and within the local limits of Rajarhat Gopalpur Municipality under Ward No. 10 being Municipal Holding No AS/249/10-11 and AS/248/10-11, District North 24 Parganas, Kolkata - 700 052, morefully and particularly dealt in under Part-II of the First Schedule hereinunder appearing, and it would be contextual to mention that the

said Smt. Anju Verma could not mutate entire 5 (five) Cottahs of land in the records of Block Land and Land Reforms Office, only could mutate 5 (five) Decimals in L.R. Khatian No. 1366.

Part – III

And Whereas :

One Jalaluddin Mohammed, since deceased was the sole and absolute owner of all that piece and parcel of Sali land hereditaments admeasuring an area of 26 (twenty six) Sataks in R.S Plot Dag No. 596 (Part) in R.S. Khatian 49, Pargana Kalikata, Mouza - Kaikhali. J.L. No. 5. Re Sa. 115, Touzi No 172, Police Station -Airport, Sub Registry, the then Cossipore Dum Dum, within the local limits of Gopalpur-Arjunpur No 2, Gram Panchayat, District 24 Parganas, free from all encumbrances whatsoever.

And Whereas :

The said Jalaluddin Mohammed died intestate on 5th day of October, 1968 leaving behind him surviving his wife Shakina Bibi, five sons namely Lal Mohammed Mandal, Golam Mohammed Mandal, Sahid Mohammed Mandal, Rafique Mohammed Mandal, Habib Mohammed Mandal and five married daughters namely Jaheda Bibi, Jarina Bibi, Abeda Bibi, Mabilia Bibi and Aklima Bibi and Shakina Bibi, wife of Late Jalaluddin Mondal, who jointly inherited the properties of the said Jalaluddin Mohammed, since deceased, in accordance with the provisions of Mohammedan Law through which the said Jalaluddin Mohammed, since deceased, was governed during his lifetime.

And Whereas :

The said Shakina Bibi and ten others as aforesaid by mutual arrangement and agreement among themselves absolutely seized and possessed of and/or otherwise well and sufficiently entitled all that demarcated piece and parcel of Rayati Dakhali Sattya Bishistha Sali land hereditaments admeasuring an area of 4 (four) Cottahs be the same a little more or less out of the land of 26 (twenty six) Decimals comprised in R.S. Plot Dag No. 596 (Part) in R.S. Khatian No. 49, in Mouza Kaikhali, free from all encumbrances.

And Whereas :

By virtue of a Deed of Conveyance dated the 30th day of May, 1994 the said Golam Mohammed Mandal, Sahid Mohammed Mandal, Rafique Mohammed Mandal, Habib Mohammad Mandal, all sons of Late Jalaluddin Mohammad, Jaheda Bibi, Jarina Bibi, Abeda Bibi, Mabilia Bibi and Aklima Bibi, all daughters of Late Jalaluddin Mohammad, and Shakina Bibi, wife of Late Jalaluddin Mohammad, collectively the

Vendors therein of the one part had indefeasibly sold, conveyed, transferred, released and parted all that Rayati Dakhali Sattya Bishistha Sali land hereditaments and premises admeasuring an area of 4 (four) Cuttahs be the same a little more or less comprised in Mouza Kaikhali, J.L. No. 5, Re. Su. No. 115, Touzi No. 172 in R.S. Plot Dag No. 596 (Part), R.S. Khatian 49, Police Station Rajarhat, within the local limits of Gopalpur - Arjunpur No. 2 Gram Panchayat, District 24 Parganas being Scheme Plot No. A1, to the said Sri Satyanarayan Verma, son of Ramawatar Verma, P-30/A, Kalakar Street, Police Station - Burrabazar Kolkata 700007, the purchaser therein of the other part, at a valuable consideration mentioned therein and the said Deed of Conveyance was registered in the office of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City and the same was copied in Book No. I, Volume No. 76, Pages Nos. 137 to 146 being Deed No. 3452 for the year 1994.

And Whereas :

That upon purchasing the aforesaid plot the said Sri Satyanarayan Verma duly mutated his name in the records of Block Land & Land Reforms Office, Rajarhat during the course of L.R. Settlement Zarip vide L.R. Khatian No. 1363 and since then is paying khajna thereof regularly as the sole and absolute owner of the said land in question. Sri Satyanarayan Verma also mutated his name in respect of his aforesaid purchased property in the records of Rajarhat Gopalpur Municipality, vide Municipal Holding No. AS/241/BL-KC/10-11 and is paying municipal taxes thereof regularly as the sole owner.

And Whereas :

Thus by virtue of the recital hereinabove stated the said Sri Satyanarayan Verma, son of Ramawatar Verma is seized and possessed of and/or otherwise well and sufficiently entitled all that piece and parcel of Bastu land hereditaments admeasuring an area of 4 (four) Cuttahs be the same a little more or less together with all rights of easements comprised in R.S. Plot Dag No. 596 (Part) in R.S. Khatian 49, L. R. Khatian 1363, Pargana Kalikata, Mouza Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Police Station - Airport (previously Rajarhat) Kolkata - 700 052 within the jurisdiction of Additional District Sub Registrar. Bidhan Nagar, Salt Lake City, (previously Sub Registry Cossipore Dum Dum), within the local limits of Rajarhat Gopalpur Municipality under Ward No. 10, being Municipal Holding No. AS/241/BL-KC/10-11, being Scheme Plot No, A-1 (previously under Gopalpur-Arjunpur No. 2 Gram Panchayat) District 24 Parganas (North), morefully and particularly dealt in under Part - III of the First Schedule therein written.

Part – IV

And Whereas :

That by virtue of a Deed of Conveyance dated the 30th day of May, 1994 the said Golam Mohammed Mandal, Sahid Mohammed Mandal, Rafique Mohammed Mandal, Habib Mohammed Mandal, all sons of Late Jalaluddin Mandal, Jaheda Bibi, Jarina Bibi, Mabilia Bibi, Abeda Bibi, Aklima Bibi, all daughters of Late Jalaluddin Mohammed and Shakina Bibi, wife of Late Jalaluddin Mohammed collectively the vendors therein of the one part had indefeasibly sold, conveyed, transferred, released and parted all that piece and parcel of Rayati Dakhali Sattya Bishistha Sali land hereditaments and premises measuring 4 (four) Cuttaha be the same a little more or less being Scheme Plot No. A2 together with all rights of easement in Mouza - Kaikhali, J.L. No 5, Re. Sa. No. 115, Touzi No. 172. in R.S. Plot Dag No 596 (Part), R.S. Khatian 49. Police Station - Rajarhat, within the jurisdiction of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City and within the local limits of Gopalpur-Arjunpur No. 2 Gram Panchayat, District North 24 Parganas, to the said Mr. Nand Lal Verma, son of Mr. Ramawatar Verma of 30/A, Kalakar Street, Police Station - Burrabazar, Kolkata - 700 007, the purchaser therein of the other part, at a valuable consideration mentioned therein, and the said Deed of Conveyance was registered in the office of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City and the same was copied in the Book No. I, Volume No. 76, Pages Nos. 147 to 156 being Deed No. 3453 for the year 1994.

And Whereas :

Upon purchasing the aforesaid land the said Sri Nand Lal Verma, duly mutated his name in the records of Block Land & Land Reforms Office, Rajarhat vide L.R. Khatian No. 1365, during the course of L.R. Settlement Zahp and since then is paying khajna thereof regularly as the sole and absolute owner of the aforesaid land in question and simultaneously the said Sri Nand Lal Verma, also mutated his name in the records of Rajarhat Gopalpur Municipality vide Municipal Holding No. AS/240/BL-KC/10-11 under Ward No. 10 and is also paying municipal taxes thereof as the absolute owner thereof free from all encumbrances whatsoever.

And Whereas :

Thus by virtue of the recital hereinabove stated the said Sri Nand Lal Verma, son of Late Ramawatar Verma of 30/A, Kalakar Street, Police Station - Burrabazar, Kolkata 700007, is seized and possessed of and/or otherwise well and sufficiently entitled all that Rayati Dakhali Sattya Bishistha Bastu land hereditaments and premises measuring 4 (four) Cuttaha be the same a little more or less being Scheme Plot No. A-2 together with all rights of easements comprised in Mouza - Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, in R.S. Plot Dag No. 596 (Part), R.S. Khatian 49, in L.R. Khatian 1365, Police Station - Airport (previously Rajarhat) within the local limits of

Rajarhat Gopalpur Municipality under Ward No. 10 vide Municipal Holding No. AS/240/BL-KC/10-11, Kolkata - 700052, (previously under Gopalpur-Arjunpur No. 2 Gram Panchayat), within the jurisdiction of Additional District Sub Registrar. Bidhan Nagar, Salt Lake City (previously under Sub Registry Cossipore Dum Dum), District North 24 Parganas, morefully and particularly dealt in under Part - IV of First Schedule therein written.

Part – V

And Whereas :

That by virtue of a Deed of Conveyance dated the 30th day of May, 1994 the said Golam Mohammed Mandal, Sahid Mohammed Mandal, Rafique Mohammed Mandal, Habib Mohammed Mandal, all sons of Late Jalaluddin Mohammed, Jaheda Bibi, Jarina Bibi, Abeda Bibi, Mabia Bibi and Aklima Bibi, all daughters of Late Jalaluddin Mohammed and Shakina Bibi, wife of Late Jalaluddin Mohammed, collectively the vendors therein of the one part, had indefeasibly sold, conveyed, transferred, released and parted all that piece and parcel of Rayati Dakhali Sattya Bishistha Bastu land hereditaments and premises measuring 4 (four) Cuttaha be the same a little more or less being Scheme Plot No. A3 together with all rights of easements comprised in Mouza - Kaikhali. J.L. No. 5, Re. Su. No. 115, Touzi No. 172, in R.S. Plot Dag No. 596 (Part), in R.S. Khatian 49, Pargana - Kalikata, Police Station - Rajarhat, within the jurisdiction of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City, and within the local limits of Gopalpur-Arjunpur No. 2 Gram Panchayat, District North 24 Parganas to the said Sri Shiv Kumar Varma, son of Ramawatar Verma, the purchaser therein of the other part, at a valuable consideration mentioned therein and the said Deed of Conveyance was registered in the office of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City, copied in Book No. I, Volume No. 76, Pages Nos. 157 to 168 being Deed no. 3454 for the year 1994.

And Whereas :

That upon purchasing the aforesaid land the said Sri Shiv Kumar Varma duly mutated his name in the records of Block Land & Land Reforms Office, Rajarhat vide L.R. Khatian No. 1364, during the course of L.R. Settlement Zarip and since then is paying khajna thereof regularly as the sole and absolute owner of the aforesaid land in question simultaneously the said Sri Shiv Kumar Varma also mutated his name in the records of Rajarhat Gopalpur Municipality and the said municipal authority duly assessed the said land vide Holding No. AS/246/BL-KC/10-11, and is also paying taxes thereof to the said municipal authority.

And Whereas :

Thus by virtue of the recital hereinabove stated the said Sri Shiv Kumar Verma son of Ramawatar Verma is seized and possessed of and/or otherwise well and sufficiently entitled all that Rayati Dakhali Sattya Bishistha Bastu land hereditaments and premises measuring 4 (four) Cuttaha be the same a little more or less being Scheme Plot No. A3, together with all rights of easements comprised in Mouza - Kaikhali, J.L. No. 5, Re. Sa No. 115, Touzi No. 172, in R.S. Plot Dag No 596 (Part) R.S, Khatian 49, corresponding to L.R. Khatian No. 1364. Police Station - Airport (previously Rajarhat), Kolkata - 700 052, within the jurisdiction of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City, (previously under Sub Registry Cossipore Dum Dum) within the local limits of Rajarhat Gopalpur Municipality under Ward No. 10, (previously under Gopalpur Arjunpur No, 2 Gram Panchayat} being Municipal Holding No. AS/ 246/BL-KC/10-1 I.District North 24 Parganas.

And Whereas :

That by virtue of a Deed of Conveyance dated the 29th day of April, 2013 the said Shiv Kumar Varma, Nand Lal Varma, Satya Narayan Verma, Anju Verma, Saroj Kumar Verma and Nathmal Verma had indefeasibly sold, conveyed, transferred, released and parted all that piece and parcel of Rayati Dakhali Sattya Bishistha Bastu land morefully described in the First Schedule here under written to the **Land Owners** herein at a valuable consideration mentioned therein and the said Deed of Conveyance was registered in the office of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City, recorded in Book No. I, CD Volume No. 4, Pages Nos. 2838 to 2878 being Deed no. 1389 for the year 2013.

And Whereas :

That upon purchasing the aforesaid land the **Land Owners** herein, duly mutated their names in the records of Block Land & Land Reforms Office, Rajarhat vide L.R. Khatian Nos. 1993, 1994, 1995 & 1996, and since then is paying khajna thereof regularly as the absolute joint owners of the aforesaid land, simultaneously also mutated their names in the records of Rajarhat Gopalpur Municipality and the said municipal authority duly assessed the said land vide Holding No. AS/10/247/BL-KC/13-14, and is also paying taxes thereof to the said municipal authority and is in possession and control of the **Said Land** and there is no encumbrance in respect thereof.

That the said land owners duly appointed one reputed architect for drawing a sketch plan for submission before the competent authority of Rajarhat Gopalpur Municipality for sanctioning building plans for a residential complex having provisions for Car Parking Spaces on the Ground Floor and self contained residential units/flats/shops on the upper floors having provision for all up-to-date facilities or amenities available

thereat, and thus one building plan has been duly sanctioned by the competent authority of Rajarhat Gopalpur Municipality vide sanctioned Serial No. 1024/13-14 dated 17.02.2014 and the Developer have duly started construction of multistoried building and/or buildings in accordance with the provisions of the building plan (hereinafter for the sake of brevity called and referred to as "**said building plan**")

That the **Land Owners** herein duly entered into a Development Agreement with one **M/s. Shivoham Builders Pvt. Limited** the Developer herein who has been deputed to construct multistoried building and/or buildings on the said plot of land implementing their all expertise and skill and vast experience behind them in respect of the concerned trade, under certain terms and conditions inter alia and the said development agreement was entered into by and between the parties on 15th day of October, 2013.

That Land Owners and the Developer herein want to sale and purchasers herein wants to purchase all that dwelling flat/unit vide Flat No. , on..... Floor, admeasuring a carpet area of Sq. Ft. be the same a little more or less mentioned in the **Third Schedule** hereinunder appearing lying and situate at comprised in Mouza Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, in R.S. and L.R. Dag No. 596 (Part) in R.S. Khatian No 49 in L.R. Khatian Nos. 1361, 1362, 1363, 1364, 1365 and 1366, present L.R. Khatian Nos. 1993, 1994, 1995 & 1996 being Scheme Plot No. A-1, A-2, A-3, A-4 and A-5 under Ward No. 10 of Rajarhat Gopalpur Municipality vide Municipal Holding Nos. AS/10/247/BL-KC/13-14, Kolkata 700052, Police Station Airport (previously under Police Station Rajarhat and presently Baguihati), presently within the local limits of the Bidhannagar Municipal Corporation, within the jurisdiction of Additional District Sub Registrar, Bidhannagar, Salt Lake City, District North 24 Parganas for the Total consideration Rs./- (Rupees.....) only free from all encumbrances whatsoever under the following terms and conditions hereinunder appearing.

B. The Whole Project Land is intended for the purpose of development of a residential complex thereon, presently named as "**Shivoham Paradise**".consisting of several flats and covered car parking spaces.

1. The Developer has already completed construction of the building of the Whole Project in terms of the Plan and has already applied for obtaining Completion Certificate from the authority concern.

2. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the Said Land on which Project is to be constructed have been completed;

3. The Developer has duly intimated the Rajarhat Gopal Pur Municipality /Bidhannagar Municipal Corporation about commencement of construction of the project "**Shivoham Paradise**" vide its commencement letter dated

4. The Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and the buildings thereon, as the case may be, from the Rajarhat Gopal Pur Municipality /Bidhannagar Municipal Corporation vide letter ref. dated The Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.;

5. The Developer has registered the "**Shivoham Paradise**", the Project comprises several flats under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____

6. The Purchaser had applied for an Flat in the Project vide application dated _____ and has been allotted Flat hereinafter referred to as the "Flat " more particularly described in Part I of **Third Schedule** and the floor plan is annexed hereto and marked as Annexure-II;

The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

- a. The Purchaser has been made expressly aware and after considering what has been disclosed to the Purchaser by the Developer, the Purchaser has agreed that his right to enjoy the Common Areas, Amenities and Facilities of the Project shall also always be subject to a permanent right of easement use and access of other owners and occupants of the Project with whom such common areas, amenities and facilities will be shared. The Purchaser has also been made aware and agrees that the Developer and occupiers of the Project shall be entitled to the undivided proportionate share of Whole Project Land and all benefits arising there from including the right to access of the roads paths and passages of the said Project.

- b. The Developer may develop the Communal Facility Land for providing Communal Facilities such as shops, offices, outlets service business, commercial establishments, serviced apartments, banquet halls etc. as may be decided by the Developer in its sole discretion in future and reserve the right to share common infrastructure i.e. driveway, club and other amenities with such future in terms of Rule 10 under the said act.

7. 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;

8. 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 applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

9. . In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Purchaser hereby agrees to purchase the Flat more fully mentioned in Part I of the third Schedule.

.
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:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase, the Flat more fully and particularly mentioned in the Part I of The Third Schedule

.
1.2 The Total Price payable for the Flat is more fully mentioned in the Part –II of the Third Schedule.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Purchaser to the Developer towards the Flat;
- (ii) The Total Price above excludes Taxes (Taxes are consisting of tax paid or payable by the Developer by way of G.S.T. and Cess or any other similar

taxes which may be levied, in connection with the construction of the Project payable by the Developer (by whatever name called) up to the date of handing over the possession of the Flat to the Purchaser and the project to the Association of Purchasers or the competent authority, as the case may be, after obtaining the Completion/ Occupancy Certificate; Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Purchaser to the Developer shall be increased/reduced based on such change / modification; Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Purchaser,

- (iii) The Developer shall periodically intimate in writing to the Purchasers, the amount payable as stated in (i) above and the Purchasers shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Purchasers 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 Completed Flat finished as per specifications more fully mentioned in Part II of Third Schedule includes recovery of price of undivided undemarcated, proportionate share of Project Land, construction of the Common Areas, internal development charges, external development charges, and includes cost for providing all other facilities, amenities and specifications to be provided within the Flat and the Project but it will exclude Taxes and maintenance charges.

1.3. The Total Price is escalation-free, save and except increases which the Purchasers hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Developer undertakes and agrees that while raising a demand on the Purchasers for increase in development charges, cost/ charges imposed by the competent authorities, the Developer shall enclose the said notification/ order/rule/regulation to that effect along with the demand letter being issued to the Purchasers, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of

registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Purchasers.

1.4. The Purchaser(s) shall make the payment as per the payment plan set out in Part –II of the Third Schedule .

1.5. As prescribed under law the Developer may allow, in its sole discretion, a rebate for early payments of instalments payable by the Purchasers by discounting such early payments @ Nil% per annum for the period by which the respective instalment has been preponed.

1.6. It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications described herein in the Fifth Schedule and the nature of fixtures, fittings and amenities described herein at the Sixth Schedule (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Flat, without the previous written consent of the Purchasers as per the provisions of the Act. Provided that the Developer may make such minor additions or alterations as may be required by the Purchasers, or such minor changes or alterations as per the provisions of the Act. The Developer shall take prior approval of the Purchasers for extra charges, if any, as may be applicable for such addition- alteration.

1.7. The Developer shall confirm to the final carpet area that has been allotted to the Purchasers after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer, If there is reduction in the carpet area then the Developer shall refund the excess money paid by Purchasers within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Purchasers. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Flat, allotted to Purchasers, the Developer may demand that from the Purchasers as per the next milestone of the Payment Plan as provided in Part –II of the Third Schedule of this Agreement.

1.8. Subject to para 9.3 the Developer agrees and acknowledges, the Purchasers shall have the right to the Flat as mentioned in Part I of the Third Schedule:

- (i) The Purchasers shall have exclusive ownership of the Flat;
- (ii) The Purchasers shall also have right to use the undivided proportionate share in the Common Areas. Since the share interest of Purchasers in the Common

Areas is undivided and cannot be divided or separated, the Purchasers shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them, It is clarified that the Developer shall hand over the common areas to the association of Purchasers after duly obtaining the completion certificate from the competent authority as provided in the Act; Further, the right of the Purchasers to use the Common facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable from time to time.

- (iii) That the computation of the price of the Completed Flat finished as per specification more fully mentioned in Fifth Schedule, includes recovery of price of undivided proportionate share of land, construction of the Flat and the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Flat and the Project.
- (iv) The Purchasers has the right to visit the project site to assess the extent of development of the project and his Flat subject to prior consent of the project engineer and complying with all safety measures while visiting the site.

1.9. It is made clear by the Developer and the Purchasers agrees that the Flat along with car parking shall be treated as a single indivisible unit for all purposes. It is agreed that the "**Shivoham Paradise**" Project is an independent, self contained Project covering the Whole Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchasers. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers of all such phases to be developed by the Developer in the Project Land.

1.10. The Developer agrees to pay all outgoings before transferring the physical possession of the Flat to the Purchasers, which it has collected from the Purchasers, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Developer fails to pay all or any of the outgoings collected by it from the Purchasers or any liability, mortgage loan and interest thereon before transferring the Flat to the Purchasers, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom

they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.

1.11. The Purchasers has paid a sum equivalent to 10% of the total price as booking amount being part payment towards the Total Price of the Apartment, which includes token amount/any advances paid at the time of application the receipt of which the Developer hereby acknowledges and the Purchasers hereby agrees to pay the remaining price of the Flat as prescribed in the Payment Plan as detailed in Fourth Schedule as may be demanded by the Developer within the time and in the manner specified therein: Provided that if the Purchasers delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Purchasers shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of Developer payable at Kolkata at its office.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1. The Purchasers, 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 amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer to fulfil 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 Purchasers understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2. The Developer accepts no responsibility in regard to matters specified in para 3.1 above. The Purchasers shall keep the Developer fully indemnified and harmless in

this regard. Whenever there is any change in the residential status of the Purchasers subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchasers to intimate the same in writing to the Developer immediately and comply with necessary formalities if any under the applicable laws, The Developer shall not be responsible towards any third party making payment/ remittances on behalf of any Purchasers 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 Developer shall be issuing the payment receipts in favour of the Purchasers only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Purchasers authorizes the Developer to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Purchasers against the Apartment], if any, in his/her name and the Purchasers undertakes not to object/demand/direct the Developer to adjust his/her payments in any other manner

5. TIME IS ESSENCE:

The Developer shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Flat to the Purchasers and the common areas to the association of Purchasers subject to the same being formed and registered.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Purchasers has seen the proposed layout plan, specifications, amenities and facilities of the Flat and accepted the floor plan, payment plan and the specifications, amenities and facilities as mentioned in the Sixth Schedule. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Municipal Authority and shall not have an option to make any variation /alteration/modification in such plans of the Project, other than in the manner provided under the Act, and breach of this term by the Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1. Schedule for possession of the said Flat- The Developer/Owner agrees and understands that timely delivery of possession of the Flat to the Purchasers and the common areas to the Association of Purchasers is the essence of the Agreement. The Developer assures to hand over possession of the Flat on completion of the Project on _____, however possession of ready and complete common areas with all

specifications, amenities and facilities of the project in place on 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 Purchasers agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Flat Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchasers agrees and confirms that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Purchasers the entire amount received by the Developer from the allotment within 45 days from that date. The Developer shall intimate the Purchasers about such termination at least thirty days prior to such termination. After refund of the money paid by the Purchasers, the Purchasers agrees that he/ she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2. Procedure for taking possession - The building has already completed in all respect and most of the intending purchaser/s or flat owner have already received the physical possession of their flat/s and the Developer already applied for obtaining the completion certificate for the Project from the competent authority and shall deliver the possession of the Flat to the Purchasers in terms of this Agreement subject to payment of all amount due and payable under this Agreement and Registration of Deed of Conveyance. . The Developer/Owner agrees and undertakes to indemnify the Purchasers in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Purchasers, after taking possession, agree(s) to pay the maintenance charges as determined by the Developer/association of Purchasers,.

7.3. Failure of Purchasers to take Possession of Flat- Upon receiving a written intimation from the Developer as per para 7.2, the Purchasers shall take possession of the Flat from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Flat to the Purchasers. In case the Purchasers fails to take possession within the time provided in para 7.2 such Purchasers shall continue to be liable to pay interest on amount due and payable in terms of this agreement, maintenance charges as specified in para 7.2, municipal tax and other outgoings and further holding charge of Rs.15,000/- per month or part thereof for the period of delay of to taking possession. Further The Purchasers shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899, and Registration Act,

1908 including any actions taken or deficiencies/penalties imposed by the competent authority. And Further, the Developer shall not be responsible for any damage caused to the Flat on account of delay on the part of the Purchasers in taking over possession and in such event the Purchasers shall have to take possession of the same on “as is where is basis”. The Developer shall not be held responsible in any manner for any future mishaps like fire, earthquake, flood etc. OR any accident caused due to any of machineries installed like electrical equipment, and transformer, etc.

7.4. Possession by the Purchasers- After making full payment the Developer shall hand over physical possession of the Flat to the Purchasers, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the association of Purchasers upon its formation and Registration; Provided that, in the absence of any local law, the Developer shall handover the necessary documents and plans, including common areas, to the association of Purchasers or the competent authority, as the case may be, within thirty days after upon formation and registration of the association of Purchasers.

7.5. Cancellation by Purchasers- The Purchasers shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Purchasers proposes to cancel/withdraw from the project without any fault of the developer, the developer herein is entitled to forfeit the booking amount paid for the allotment.

7.6. Compensation - The Developer shall compensate the Purchasers in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the developer fails to complete or is unable to give possession of the Flat in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Developer shall be liable, on demand to the Purchasers, in case the Purchasers wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Developer in respect of the Flat, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

Provided that where if the Purchasers do not intend to withdraw from the Project, the Developer shall pay the Purchasers interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Flat which shall be paid by the Developer to the Purchasers within forty- five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE Developer:

The Developer hereby represents and warrants to the Purchasers as follows:

- (i) The Developer has absolute, clear and marketable title with respect to the Whole Project Land; the requisite authority and rights to carry out development upon the Whole Project Land and absolute, actual, physical and legal possession of the Project Land for the Project; (ii) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project; (iii) There are no encumbrances upon the Whole Project Land or the Project save and except mortgage created with ICICI Bank for availing construction finance: The Developer shall cause the said bank(s)/financial institution(s), if necessary, to issue no objection letter in favour of the Purchasers to enable the Purchasers to take loan from any bank or financial institution for financing the purchase of the Flat and the Developer further undertake that the Developer shall cause the said bank(s)/financial institution(s) to release the Flat from the mortgage created by the Developer on or before the Developer executing the deed of conveyance of the Flat in favour of the Purchasers and the Purchasers will get the title of the Flat free from all encumbrances (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Flat save and except as below: (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Flat are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Flat and common areas till the date of handing over of the real estate project to the association of Purchasers;
- (vi) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchasers created herein, may prejudicially be affected;
- (vii) The Developer has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the said Flat which will, in any manner, affect the rights of Purchasers under this Agreement;
- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Flat to the Purchasers in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Flat to the Purchasers and the common areas to the association of Purchasers once the same being formed and Registered;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued irrespective of possession of Flat along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Purchasers and the association of Purchasers or not; (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Developer in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1. Subject to the Force Majeure clause, the Developer shall be considered under a condition of Default, in the following events: (i) Developer fails to provide ready to move in possession of the Flat to the Purchasers within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the Flat shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities of the respective Block, as agreed to between the parties,.

9.2. In case of Default by Developer under the conditions listed above, Purchasers is entitled to the following:

(i) Stop making further payments to Developer as demanded by the Developer. If the Purchasers stops making payments the Developer shall correct the situation by completing the construction milestones and only thereafter the Purchasers be required to make the next payment without any interest; or (ii) The Purchasers shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Purchasers under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice subject to the Purchasers shall prior to receipt of refund on the above account from the Developer, at his own

costs and expenses, execute all necessary cancellation related documents required by the Developer; Provided that where an Purchasers does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the (Flat), which shall be paid by the developer to the Purchasers within forty-five days of it becoming due.

9.3. The Purchasers shall be considered under a condition of Default, on the occurrence of the following events

(i) In case the Purchasers fails to make payments for consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Purchasers shall be liable to pay interest to the developer on the unpaid amount at the rate prescribed in the Rules;

(ii) In case of Default by Purchasers under the condition listed above continues for a period beyond three consecutive months after notice from the Developer in this regard, the Developer upon 30 days written notice may cancel the allotment of the Flat in favour of the Purchasers and refund the money paid by the Purchasers by deducting the booking amount and this Agreement shall thereupon stand terminated, .

10. CONVEYANCE OF THE SAID FLAT:

The Developer, on receipt of Total Price of the Flat and Car Parking Space as per third Schedule under the Agreement from the Purchasers, shall execute a conveyance deed drafted by the Developer's Advocate and convey the title of the Flat together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate and the completion certificate, as the case may be, to the Purchasers: However, in case the Purchasers Fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Purchasers authorizes the Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges and the Purchasers shall be bound by its obligations as more fully mentioned in clause 7.3 of this agreement.

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

The Developer 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 Purchasers upon the issuance of the completion certificate of the project.

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 Developer as per the agreement for sale relating to such development is brought to the notice of the

Developer within a period of 5 (five) years by the Purchasers from the date of obtaining completion certificate, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Purchasers shall be entitled to receive appropriate compensation in the manner as provided under the Act. It is clarified that the above said responsibility of the Developer shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Owner or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (iv) negligent use.

Provided that where the manufacturer warranty as shown by the Developer to the Purchasers ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done/renewed by the Purchasers, the Developer shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Purchasers has been made aware and the Purchasers expressly agrees that the regular wear and tear of the Unit/Building/phase/wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to shrinkage in concrete, block work/brick work, plaster, which is inherent property of cementitious material and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Purchasers it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure built by the Unit /phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

13. RIGHT TO ENTER THE FLAT FOR REPAIRS:

The Developer/maintenance agency/association of Purchasers shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchasers agrees to permit the association of Purchasers and/or maintenance agency to enter into the Flat 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.

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Purchasers 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 Purchasers formed by the Purchasers for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE FLAT:

15.1. Subject to para 12 above, the Purchasers shall, after taking possession, be solely responsible to maintain the Flat at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the 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 Flat and keep the Flat, 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.

15.2. The Purchasers further undertakes, assures and guarantees that he/she would not put any sign-board / nameplate, 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 Common Areas. The Purchasers shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchasers shall not store any hazardous or combustible goods in the [Flat] or place any heavy material in the common passages or staircase of the Building. The Purchasers shall also not remove any wall including the outer and load bearing wall of the [Flat].

15.3. The Purchasers shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Purchasers and/or maintenance agency appointed by association of Purchasers. The Purchasers shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

15.4. That on and from the date of possession of the said flat/unit, the Purchasers shall observe and perform by -laws of Flat Ownership Act and obligation on its part

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC.BY PARTIES: The Parties are entering into this Agreement for the allotment of a Flat with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. ADDITIONAL CONSTRUCTIONS: The Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act save and except as agreed and mentioned above in recital (5) above.

18. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE: After the Developer executes this Agreement he shall not mortgage or create a charge on the Flat 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 Purchasers who has taken or agreed to take such Flat

19. FLATOWNERSHIP ACT (OR THE RELEVANT STATE ACT): The Developer has assured the Purchasers that the project in its entirety is in accordance with the provisions of the West Bengal Flat Ownership Act, 1972, The Developer showing compliance of various laws/ regulations as applicable in said Act.

20. BINDING EFFECT: Forwarding this Agreement to the Purchasers by the Developer does not create a binding obligation on the part of the Developer or the Purchasers until, firstly, the Purchasers 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 Purchasers and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Developer. If the Purchasers(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchasers and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchasers for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Purchasers, application of the Purchasers shall be treated as cancelled and all sums deposited by the Purchasers in connection therewith including the booking amount shall be returned to the Purchasers without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT : This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/ plot/building, as the case may be.

22. RIGHT TO AMEND: This Agreement may only amended through written consent of the Parties.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASERS / SUBSEQUENT PURCHASERS: It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the [Flat] and the Project shall equally be applicable to and enforceable against and by any subsequent Purchasers of the [Flat], in case of a transfer, as the said obligations go along with the [Flat] for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1. The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchasers in not making payments as per the Payment Plan as detailed in part –II of the Third Schedule including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchasers that exercise of discretion by the Developer in the case of one Purchasers shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Purchasers.

24.2. Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY: If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: Wherever in this Agreement it is stipulated that the Purchasers has to make any payment, in common with other Purchaser(s) in Project, the same shall be the proportion which the carpet area of the Flat bears to the total carpet area of all the Flats in the Project.

27. FURTHERASSURANCES: 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.

28. PLACE OF EXECUTION: The execution of this Agreement shall be completed only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Purchasers, in after the Agreement is duly executed by the Purchasers and the Developer simultaneously with the execution the said Agreement shall be registered at the office of the concerned Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata.

29. NOTICES: That all notices to be served on the Purchasers and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers or the Developer by Registered Post or Speed post with acknowledgement at their respective addresses as mentioned in this Agreement or through e-mail. It shall be the duty of the Purchasers and the Developer 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 he deemed to have been received by the developer or the Purchasers, as the case may be.

30. JOINT PURCHASERS: That in case there are Joint Purchasers all communications shall be sent by the Developer to the Purchasers whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.

31. SAVINGS: Any application letter, allotment Letter, agreement, or any other document signed by the Purchasers in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such Flat or building, as the case may be, shall not be construed to limit the rights and

interests of the Purchasers under the Agreement for Sale or under the Act or the rules or the regulations made there under.

32. GOVERNING LAW: That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other applicable 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 under the Arbitration and Conciliation Act, 1996.

34. Miscellaneous:

34.1. The Purchasers aware that the price of the Flat is arrived after adjusting the GST input credit to be passed on to the him/her by the Developer and the Purchasers shall not claim, demand or dispute in regard thereto.

34.2. The Purchasers prior to execution of the Deed of Conveyance nominates his/their provisionally allotted Flat unto and in favor of any other person or persons in his/her/their place and stead, the Purchasers may do so with the permission of the Developer subject to payment of administrative charges @100/- (Rupees One Hundred only) per Sq. Ft. and applicable taxes to the Developer.

34.3. The Purchasers agrees and understands that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the show/model residential Unit exhibited at the site only provides a representative idea and the actual Flat agreed to be constructed will be as per specifications mentioned in this agreement and the same may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the Purchasers shall not be entitled to raise any claim for such variation.

34.4. In the event of the Purchasers obtaining any financial assistance and/or housing loan from any bank/ financial institution the Developer shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Purchasers and the Bank/ financial institution, SUBJECT HOWEVER the Developer being assured of all amounts being receivable for sale and transfer of the

Flat and in no event the Developer shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Purchasers from such bank/ Financial Institution.

34.5. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Developer, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Developer shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the Fifth Schedule.

34.6. The Possession Date has been accepted by the Purchasers. However, if the said Flat is made ready prior to the Completion Date, the Purchasers undertakes(s) and covenant (s) not to make or raise any objection to the consequent pre-ponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Purchasers are linked inter alia to the progress of construction, and the same is not a time linked plan.

34.7. The right of the Purchasers shall remain restricted to his/her/their respective Apartment and the properties appurtenant thereto and the Purchasers shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Flat or space and/or any other portions of the Project or Complex.

34.8. In the event of cancellation of allotment after deducting cancellation amount as per clause no. 7.5 the balance amount paid by the Purchasers (other than the amounts towards GST, taxes, levies, duties, cess, and/or stamp duty and registration charges paid/demanded till the date of cancellation) shall be returned by the Developer to the Purchasers without interest, out of the amounts received by the Developer.

34.9. If due to any act, default or omission on the part of the Purchasers, the Developer is restrained from construction of the Project and/or transferring and disposing of the other Apartments in the Project or Complex then and in that event without prejudice to the Developer's such other rights the Purchasers shall be liable to compensate and also indemnify the Developer for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Developer.

34.10. The Developer will not entertain any request for modification in the internal layouts of the Unit of the Blocks. In case the Purchasers desires (with prior written

permission of the Builder) to install some different fittings /floorings on his/her/their own within the Flat booked, he/she/they will not be entitled to any reimbursement or deduction in the value of the Apartment. For this purpose, in only those cases where the Purchasers has made full payment according to the terms of payment, at its sole discretion, the Builder may subject to receipt of full payment allow any Purchasers access to the Unit prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Purchasers provided that such access will be availed in accordance with such instructions of the Developer in writing and that the right of such access may be withdrawn by the Developer at any time without assigning any reasons.

34.11. The Allotment is personal and the Purchasers shall not be entitled to transfer, let out, alienate the Flat without the consent in writing of the Developer PROVIDED HOWEVER after the full payment of the entire price and other amounts and after registration of deed of conveyance, the Purchasers shall be entitled to let out, grant, lease and mortgage and/or deal with the Flat for which no further consent of the Developer shall be required. All the provisions contained herein and the obligations arising hereunder of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the Flat in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

34.12. The cost of maintenance will be paid/borne by the Purchasers from the date of taking possession till handover of maintenance of the project to the association of Purchasers and thereafter to the association of Purchasers. Maintenance Expenses shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Purchasers and all other expenses for the common purposes to be contributed borne paid and shared by the Purchasers of the said Project including those mentioned in Fourth Schedule . Developer for providing the maintenance services of the project will be entitled to the administrative charges of 15% of maintenance expenses/charge **a)** Establishment and all other capital and operational expenses of the Association. **b)** All charges and deposits for supplies of common utilities. **c)** All charges for the electricity consumed for the operation of the common machinery and equipment and lighting. **d)** Cost of operating the fire fighting equipments and personnel, if any. **e)** All expenses for insuring the New Building and/or the common portions, inter alia, against earthquake, fire, mob violence, damages, Civil commotion etc. **f)** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting and renovating the common portions, including the exterior or interior (but not inside any Flat) walls of the New Building/s. **g)** All expenses for running and operating all

machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, Fire fighting equipment, CCTV, EPABX etc. and other common installations including their license fees, taxes and other levies (if any) and all the lights of the common area. **h)** Municipal tax, multistoried building tax, water tax and other levies in respect of the New Building/s save those separately assessed for the said flat/unit of Purchaser. **i)** Creation of sinking fund for replacement, renovation and other periodic expenses of equipments. **j)** The salaries of and all other expenses of the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, sweepers, Plumbers, electricians etc. including perquisites, Bonus and other emoluments and benefits. **k)** All the fees and charges payable to the agency, if appointed for the looking after the maintenance services including all the statutory taxes.

34.13. It is clarified that the Defect liability as indicated above is the responsibility of the Developer, shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) modifications or repairs done by the Owner or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (iv) negligent use. Provided that where the manufacturer warranty as shown by the Developer to the Purchasers ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done/renewed by the Purchasers , the Developer shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Purchasers has been made aware and the Purchasers expressly agrees that the regular wear and tear of the Unit/Building/phase/wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to shrinkage in concrete, block wok/brick work, plaster, which is inherent property of cementitious material and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Purchasers it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure built by the Unit /phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

34.14. That Purchasers shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room / Overhead Tank/Stair Head Room of the newly constructed buildings in the said "**Shivoham Paradise**" and the Owner and Developer shall have exclusive right over the same to install Hoardings/Neon Sign, Bill Boards / Advertisements etc on the same or on the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Developer shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authority/ authorities for the same.

34.15. That on and from the date of possession of the said flat/unit, the Purchasers shall:

- a) Co-operate in the management and maintenance of the said Housing Complex.
- b) Observe, comply and abide by the rules framed from time to time by the Developer and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said 'Housing Complex'.
- c) Pay and bear the proportionate share of the expenses to be incurred in common to the Developer, until formation of the Association including the GST.
- d) The Purchasers shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Purchasers shall be liable to pay interest @24% per annum on the due amounts and if such default shall continue for a period of three months then and in that event the Purchasers shall not be entitled to avail of any of the facilities, amenities and utilities provided in the "Said Complex" and the Developer/Association as the case may be, shall be entitled to take the following measures and the Purchasers hereby consents to the same:
 - to discontinue the supply of electricity to the "Said Unit".
 - to disconnect the water supply
 - not to allow the usage of lifts, either by Purchaser, his/her/their family members, domestic help and visitors.
 - to discontinue the facility of DG Power back-up
 - to discontinue the usage of all amenities and facilities provided in the said Housing Complex to the Purchaser and his/her/their family members/guests.
- e) The above said discontinuation of some services and facilities shall not be restored until such time the Purchaser have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Developer/Association to realize the due amount from the Purchaser.
- f) Use the said flat/unit for residential purpose only.

- g)** Use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Developer or the Association, upon formation, in writing.
- h)** Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.
- i)** Not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the New Building and/or the adjoining building/s.
- j)** Not to place or cause to be placed any article or object in the common area.
- k)** Not to injure, harm or damage the Common Area or any other Units in the New Building by making any alterations or withdrawing any support or otherwise.
- l)** Not to park any vehicle 2/4 wheeler, in the said 'Housing Complex', unless the facility to park the same is obtained and/or acquired by Purchasers.
- m)** Not to make any addition, alteration in the structure of the building, internally within the flat or externally within the complex, and shall not change the location and/or design of the window and balcony grills (provided by the Developer) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the building / elevation, duly approved and finalized by the architect of the project.
- n)** Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said residential complex.
- o)** Not to keep in the said Flat any article or thing which is or might become dangerous, offensive, combustible, inflammable radio active or explosive of which might increase the risk or fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Flat and/or any other Flat in the said residential complex.
- p)** Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandhs, lounges or any external walls or the fences of external doors and windows including grills of the 'Said Flat' which in the opinion of the Developer / Society / Association differs from the colour scheme of the building or deviation or which in the opinion of the Developer / Society / Association may affect the elevation in respect of the exterior walls of the said building.
- q)** Not to use the said Flat or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or

Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutchra or pucca construction grilles/walls/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

r) Not to use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.

s) Not to let out or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Flat to anyone else, or excepting to a person who owns a Flat in the building and the Purchaser will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.

t) Not to encumber the said flat / unit in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of conveyance deed for the said flat / unit in favour of the Purchasers.

u) Use the Community Hall for small functions of their families or for the meeting of flat owners or for the use of any function / meeting by all the flat owners of the complex Although the Community Hall will be provided with a Pantry/Kitchen, however, it shall be used only for warming of the pre-cooked food or final dressing of the food etc. And for the safety purpose, in no circumstances, the full-fledged cooking shall be allowed.

Not to use the Community Hall for weddings/religious festivals, or any ceremonial rite that require lighting up of a fire /spraying of color/sacrifice of animals. Not to use or permit the use of any loud speakers beyond the time limit and confines of the Community Hall. Not to use the said hall, and any other covered/ enclosed area of the said 'Housing Complex' for sprinkling or spraying of colour and paints/lighting up of fire /sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Developer/ Association as the case may be, and only in the area as may be designated by them, provided however, that such

celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other occupants.

v) To strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Developer and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the Complex, in particular, the Community Hall, the Club Area, Swimming Pool and Gymnasium. To pay for, in case of exclusive use of the community hall, kitchen and

electricity charges, as may be fixed or determined by the Developer/ Association from time to time.

w) To ensure that all interior work of furniture, fixtures and refurbishing of the said flat, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co- Purchasers

x) Presently bulk supply of electricity is available. Till individual meter is available the Developer shall provide individual sub-meters to the Purchasers upon payment by them of the proportionate security deposit payable to WBSEDCL. / any other electricity supply agency for such connection. The exact amount payable by the Purchasers will be intimated to the Purchasers before possession. The amount of security deposit would be subject to revision as may be so decided by WBSEDCL. / any other electricity supply agency from time to time and all Purchasers shall, at all times, be liable to proportionately pay such revision/replenishment to WBSEDCL. / any other electricity supply agency, as per the norms of WBSEDCL. / any other electricity supply agency. In such a case the Purchasers may be required to enter into a separate agreement with the Developer for supply of electricity through sub meters. In the event, any portion of land is needed to be gifted to WBSEDCL or any other Service Provider for setting up of transformers or any other equipment to enable supply of electricity in the Project, the Purchasers hereby accords his/their consent to the same and further agrees not to raise any disputes whatsoever in regard of such gift of land to WBSEDCL or the Service Provider, as the case may be advance maintenance charges shall be used towards recurring common maintenance charges including service tax or any other taxes payable by the Association in this regard, wherever applicable. In case, there is an increment in the cost of common area maintenance, the Association shall intimate the proportionate increase in the advance maintenance charges as well as the contribution to corpus fund to the Purchaser and the same shall be paid by the Purchaser within the time period intimated by the Association The Purchaser hereby agrees that the Association may maintain itself or hand over the maintenance of the residential complex to any maintenance agency at its sole discretion and the Purchaser is required to pay the advance maintenance charges and the per month maintenance charges including any increment thereon to the Association/the maintenance agency, at the direction of the Association. Any delayed payment of advance maintenance charges/the per month maintenance charges/any increment thereon will attract interest payable at the rate of 24 % per annum by the Purchaser from the due date till the date of payment. It is further clarified that In case Purchaser defaults in making payment or withholding the maintenance charges on any ground whatsoever in such event Association/Maintenance Agency as the case may be will be at liberty to recover and/or appropriate such deficit / outstanding amount out of the Maintenance Corpus

Fund which the Purchaser hereby consents. The Association/ Maintenance Agency as the case may be shall issue notice to the defaulting Purchaser for replenishment of the same and will also be reflected in the books of accounts, whereby the Association/Maintenance Agency as the case may be will have the right and authority to recover the same in order to replenish the Maintenance Corpus Fund of the Purchaser who hereby consents to the same.

y) The deposits/other charges or levies demanded or required to be paid to Bidhannagar Municipal Corporation or any other competent authorities providing water, electricity (presently Electricity being provided through Bulk Metering basis) and sewerage disposal systems and other services, Pollution Control Authority/ Board, Fire Force Department, Village Panchayat or other Governmental/ statutory authority and GST, or other taxes/ levies payable to central/ state government or others from time to time, betterment or other levies in regard to the construction of the said Unit and proportionate cost of cable, transformers, pollution control equipment, fire fighting equipment and the installation thereof.

z) Any other tax, duty, fee or levy in relation to transfer of the said Property, which may be imposed by the Government or Local Authority from time to time, shall be borne by the Purchaser

aa)The Purchasers shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Project/Building (s) save and except the said Flat and the share in the Common Areas and the Purchasers shall not raise any dispute or make any claim with regard to the Developer either constructing or not constructing the other phases of the Project.

34.16. It is further clarified that, Common Areas, Amenities and Facilities of the Whole Project which are common to all Phases shall always be and remain subject to change and modification, as may be deemed fit and necessary by the Owner/Developer to accommodate future plans of development of other parts or phases of the Project and the Purchasers hereby accepts the same and shall not, under any circumstances, raise any objection, or hindrances thereto and/or shall be deemed to have hereby granted an unconditional approval and consent to such change in all such Common Areas, Amenities and Facilities common to all Phases of the Whole Project.

The First Schedule above referred to :
(Land Premises)

Premises : All That piece and parcel of Bastu land hereditaments admeasuring an area of 23 (twenty-three) Cottahs, 0 (zero) Chittack and 0 (zero) Sq. Ft. which is equivalent to 37.95 (thirty seven point nine five) Decimals be the same a little more or

less, comprised in Mouza Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, in R.S. and L.R. Dag No. 596 (Part) in R.S. Khatian No 49 in L.R. Khatian Nos. 1361, 1362, 1363, 1364, 1365 and 1366, present L.R. Khatian Nos. 1993, 1994, 1995 & 1996 being Scheme Plot No. A-1, A-2, A-3, A-4 and A-5 formally under Ward No. 10 of Rajarhat Gopalpur Municipality vide Municipal Holding Nos. AS/10/247/BL-KC/13-14, Kolkata 700052, Sardarpara, Police Station Airport (previously under Police Station Rajarhat and presently Baguihati), presently under ward No. 6, within the local limits of the Bidhannagar Municipal Corporation, within the jurisdiction of Additional District Sub Registrar, Bidhannagar, Salt Lake City, District North 24 Parganas.

On the North : By partly by Land of R.S. & L.R. Plot Dag Nos. 593, 595, 590
On the South : By Land of R.S. & L.R. Plot Dag Nos. 596
On the East : By partly by Land of R.S. & L.R. Plot Dag Nos. 599, 598.
On the West : By partly by Municipal road (Sardar Para)

The Second Schedule above referred to :
Building

All That 1 (one) multi storied building consisting of 40 (Forty) numbers of flats/units in Building, combindly named and styled as **Shivoham Paradise**, having provision for Car Parking Space on the Ground Floor also having provision for further extention in the form of 1 (one) additional floor, proposed to be constructed on a plot of Bastu land hereditaments admeasuring an area of 23 (twenty-three) Cottahs, 0 (zero) Chittack and 0 (zero) Sq. Ft. which is equivalent to 37.95 (thirty seven point nine five) Decimals be the same a little more or less comprised in Mouza Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, in R.S. and L.R. Dag No. 596 (Part) in R.S. Khatian No 49 in L.R. Khatian Nos. 1361, 1362, 1363, 1364, 1365 and 1366, present L.R. Khatian Nos. 1993, 1994, 1995 & 1996 being Scheme Plot No. A-1, A-2, A-3, A-4 and A-5 formally under Ward No. 10 of Rajarhat Gopalpur Municipality vide Municipal Holding Nos. AS/10/247/BL-KC/13-14, Kolkata 700052, Sardarpara, Police Station Airport (previously under Police Station Rajarhat and presently Baguihati), presently under ward No. 6, within the local limits of the Bidhannagar Municipal Corporation, within the jurisdiction of Additional District Sub Registrar, Bidhannagar, Salt Lake City, District North 24 Parganas morefully and particularly mentioned under First Schedule hereinbefore, having provision for further extension, addition etc.

The Third Schedule above referred To
Flat Particular

:Part -I:

The said Dwelling Flat being booked/allotted property : All That dwelling Flat/Unit No. on Floor, measuring a carpet area of sq. Ft. be the same a little more or less together with undivided proportionate and impartible share or interest in the land morefully and particularly described in the **First Schedule** referred to hereinabove and consists of (.....) Bed Rooms, 1 (One) Kitchen, (.....) Toilets, 1 (One) Dinning Cum Living Room, (.....) Varandahs / Balconies together with common facilities and amenities mentioned under Part-I and Part-II of the **Fourth Schedule** hereinunder appearing. That the said flat being Flat No. on Floor. A sketch map of the said Flat/Unit and Car Parking Space are annexed here with and form part of this Agreement.

Part-II

The total consideration is Rs...../- (Rupees) only it shall be paid by the Purchasers to the Vendor/Developer in full and final before taking peaceful, vacant and khas possession of the said flat at **Shivoham Paradise** with in 45 (Forty Five days from the date of execution here of along with service tax as applicable along with extra charges.

The Fourth Schedule Above Referred to :**(Common Portions) :****: Part -1:**

1. **Areas:**
 - i) Ultimate/top roof will be common to the owners or Occupier of the Flats of the concern Building.
 - ii) Open and/or covered paths and passages of the said Building.
 - iii) Stair headroom, lift machine room and lift well of the said Building.
 - iv) All walls (save inside wall any flat or units) and main gates of the said Building.
2. **Water and Plumbing:**
 - i) Water Reservoir (underground).
 - ii) Water Tank.
 - iii) Water pipe (save those inside any flat and/or units).
 - iv) Installation of fire fighting, if any of the Building.
3. **Electrical Installations:**

- i) Wiring and accessories for lighting of Building Common Portions.
- ii) Electrical Installations relating to the meter for receiving electricity from the Electricity Supply Agency.
- iii) Pump, motor, lift and lift machinery of the Building.

4. Drains:

Drains, sewerage and pipes of the said Building.

5. Others:

Other areas and installations and/or equipment as are provided in Building at extra cost for common use and enjoyment such as intercom, cable T.V. connection.

**Part - II:
(Complex Common Portions)**

Common portions as are common between the co-owners of the building Complex:

1. Area:

- i) Open and/or common paths and passages inside the complex and outside any building.
- ii) Boundary walls and main gates of the complex.
- iii) Landscaped compound area.
- iv) Well designed and decorated lobby finished with marble and granite and/ or stone/tiles finish.
- v) Well decorated common roof.
- vi) Wide drive ways.

2. Water and Plumbing:

- i) Water pipes - same those inside the building.
- ii) Deep tube well or water of Municipality/Corporation.

3. Electrical Installations:

- i) Wiring and accessories for lighting of common portion of the complex.
- ii) Pumps and motors reserved for use for common portion of the complex.
- iii) Common generator facilities for common service areas. (At extra costs)
- iv) Light arrangements at the main gate and passages of the complex.

4. Drains:

Drains, sewers, septic tanks and pipes of the complex.

5. Others:

Other areas and installation and/or equipments as are provided in the complex at extra cost for common use and enjoyment of all the co-owners of all the blocks in the complex such as intercom facilities (from flats to security room and vice versa) and 24 hours security service manned by trained guards round the clock.

The Fifth Schedule Above Referred to :
(Specification of Construction of units/flats)

1. **Foundation:**
 - Reinforced concrete Cement Structure.
2. **Wall Finish :**
 - Interior : Conventional brickwork with Plaster of Paris.
 - Exterior : Cladding or Cement or textured paint.
3. **Flooring :**
 - Vitrified Tiles of reputed make and good quality.
4. **Kitchen:**
 - Anti Skid Tiles.
 - Granite Platform.
 - SS Sink.
 - Ceramic Tiles up to 2ft. height above the counter.
 - Provision for installing an exhaust fan/chimney.
5. **Toilet:**
 - Anti Skid Tiles.
 - Wall Tiles fitted up to Door Height.
 - Western style sanitary ware of reputed make.
 - CPVC pipes.
6. **Door & Windows**
 - . Frame: Sal Wood Frame
 - . Flush Doors
 - . Anodised sliding windows
 - . Railings to be provided in balcony
7. **Electrical :**
 - Adequate electrical points and switches.
 - Provision for AC in MBR & Living Hall

- Modular Switches of reputed make.
 - . Provisions for exhaust fan in toilets
 - . Provision for Geyser in toilet of MBR.
8. **Entrance Lobby:**
- Marble/ Granite/ Kota Stones/tiles.
 - Overhead illumination in common area and staircases,
 - Automatic Lift (of reputed make).
9. **Others:**
- 24-hours Water Supply from captive and deep tube wells.
 - Generator back up.
 - Inter com Facility
 - . Overhead lightings and adequate lighting within the building premises.
 - . CCTV surveillance.
 - . Fire extinguisher on each floor.

(Upgradation: increased costs due to any up-gradation of the specifications given in the Fifth Schedule (Specification). In this regard it is clarified that (1) the Purchasers may seek specific up-gradation only once, (2) the Developer shall have absolute discretion in agreeing to such up-gradation, (3) written instruction for specific up-gradation shall have to be given by the Purchasers to the Developer (4) if acceptable, the Developer shall signify consent to the proposed specific up-gradation and give a cost estimate for the same, in writing and (5) within 15 (fifteen) days of the said consent and cost estimate, the Purchasers shall have to pay the estimated amount, failing which the up-gradation instruction shall be deemed to have been perpetually waived and abandoned by the Purchasers.

The Sixth Schedule Above Referred To :

Common facilities and amenities for common users of all the flat owners:

1. Landscaped compound area with paved pathways within the complex.
2. Well decorated common roof.
3. Well designed lobby finished with marble and granite anchor Stone/Tiles finish.
4. Generator facilities for common service i.e. lifts, pumps, common lighting.
5. Intercom facilities.
6. Lift of reputed make.
7. CCTV and Fire Extinguisher.

9. Adequate car parking spaces on ground floor/open demarcated space at extra cost.
10. 24 hours water supply either through deep tub well or through Rajarhat Gopalpur Municipality.
11. Security Measures:
 - (i) Intercom facilities from flats to security room and vice versa.
 - (ii) 24 hours security manned by trained guards round the clock.

The Seventh Schedule Above Referred To:
Common Expenses:

1. **Association :**
Establishment and all other capital and operational expenses of the Association.
2. **Common Utilities :**
All charges and deposits for supply, operation and maintenance of common utilities all charges and deposits for supply, operation and maintenance of common utilities.
3. **Electricity :**
All charges for the electricity consumed for the operation of the common maintenance and equipment.
4. **Insurance :**
All expenses for insuring the complex, interalia against earthquake, rain, flood, fire, damage, demurrage, mob violence, civil commotion etc.
5. **Litigation :**
All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Building and/or Complex Common portions at the complex level.
6. **Maintenance:**
All costs for maintaining, operating, replacing, repairing, white washing, painting, decorating, redecorating, re-building, reconstructing, lighting and renovating, the common expenses including interior and exterior designs.
7. **Operational:**

All expenses for running and operating all machinery equipments and installations comprised in the Building Common Portions and/or complex common portion including lifts, generator/s, EPABX Board, pumps, motors and/or other devices and/or installations installed in the Building and also including payment of fees, taxes, licenses etc. of the Building.

8. **Rates and Taxes :**

Municipal tax, surcharge, multistoried building tax, water tax and other levies in respect of the building and/or complex at the case may be, save those separately assessed by the competent authority.

9. **Staff:**

The salaries of and all other expenses of the staff to be employed for me common purpose such as manager, caretaker, clerk, security person, electricians, plumbers, sweepers etc. including amount payable for bonus to such staff and/or other benefits observed to them and the expenses for the same.

IN WITNESS WHEREOF the parties hereunto set and subscribed their respective hands and seals the day, month and year first above written.

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

1.

2.

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

1.

2.

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

1.

2.

MEMO OF CONSIDERATION

RECEIVED on and from the within named Purchasers the within mentioned the sum of Rs./- (Rupees) only being the earnest money of these presents:-

Dated	Cheque No.	Bank	Amount (Rs.)
--------------	-------------------	-------------	---------------------

		Total	-----

(Rupees) Only

Drafted by me,
Mr. Nishant Kr. Saraf, Advocate
Nishant Kr. Saraf Advocates
8, Old Post Office Street,
2nd Floor, Kolkata 700 001.
Phone : (033) 22623384
Email: nishantsaraf1976@gmail.com

DATED THIS DAY OF 2018

BETWEEN

**M/s. RAINBOW PROPERTIES & ORS.LAND OWNERS
AND
M/S. SHIVOHAM BUILDERS PRIVATE LIMITED DEVELOPER
AND
..... PURCHASERS**

**AGREEMENT FOR SALE
(Flat No.)**

NISHANT KR. SARAF ADVOCATES
8, OLD POST OFFICE STREET,
2ND FLOOR, KOLKATA 700 001.
Phone: (033) 2262 3384
Email : nishantsaraf1976@gmail.com

DEED OF CONVEYANCE

THIS INDENTURE is made this day of in the year of Two
Thousand and (201....).

BETWEEN

RAINBOW PROPERTIES (PAN – **AAPFR 2216 Q**), (Mobile No. 8335042001), **RAINBOW BUILDERS** (PAN – **AAPFR 2217 R**), (Mobile No. 9830026805), **EMERALD INFRAPROJECTS** (PAN – **AAEFE 0948 B**), (Mobile No. 9830410530), **EMERALD CONSTRUCTIONS** (PAN – **AAEFE 0946 R**), (Mobile No. 9830166004) All are partnership concern constituted in accordance with the provisions of Indian Partnership Act, 1932 having their registered office at **The Meridian**” Municipal Holding No. RGM/M/08/2005-2006, Room No. G/3B, Ground Floor, Raghunathpur, V.I.P. Road, Kolkata 700059, Post Office Deshbandhu Nagar, Police Station Baguihati, herein after jointly called and referred to as the **VENDORS** all are duly represented by its Director namely **Sri Rajiv Kumar Sureka** (PAN : **AJEPS1707R**), (Mobile No. 9830603210) son of Sri Motilal Sureka, by nationality Indian, by faith Hindu, by occupation Business, residing at RB-29, Duke Gardens Apartment, Block- Crown, Flat No. 3CD, Raghunathpur, V.I.P Road, Kolkata 700059, Post Office Raghunathpur, Police Station Baguihati, (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective Partner’s heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

A N D

SHIVOHAM BUILDERS PRIVATE LIMITED, (PAN : AASCS7401E), (Phone No. (033) 40626163), a Company incorporated under the provision of Companies Act 1956 having its registered office at **The Meridian**” Municipal Holding No. RGM/M/08/2005-2006, Room No. G/3B, Ground Floor, Raghunathpur, V.I.P. Road, Kolkata 700059, Post Office Deshbandhu Nagar, Police Station Baguihati, represented by its Director namely **Sri Rajiv Kumar Sureka** (PAN : **AJEPS1707R**), (Mobile No. 9830603210) son of Sri Motilal Sureka, by nationality Indian, by faith Hindu, by occupation Business, residing at RB-29, Duke Gardens Apartment, Block-Crown, Flat No. 3CD, Raghunathpur, V.I.P Road, Kolkata 700059, Post Office Raghunathpur, Police Station Baguihati, herein after referred to as the **DEVELOPER** (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deem to mean and include its successor/s -in -office and/or assigns) of the **SECOND PART**.

A N D

(1) **MR.** (PAN :.....), (Mobile No.) son of....., (2) **MR.**(PAN :), (Mobile No.) son of, both by Nationality Indian and by Faith Hindu, by

Occupation and respectively, both....., Post Office, Kolkata, Police Station, hereinafter jointly called and referred to as the Purchasers (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

A. **Whereas** one Mohuranjan Mohammed Mandal, since deceased, was seized and possessed of and/or otherwise well and sufficiently entitled amongst others all that Rayat Sthitiban Sattya Bisishta Sali land hereditaments and premises admeasuring an area of 6 (six) Cottahs, 0 (zero) Chittack and 0 (zero) Sq. Ft. be the same a little more or less comprised in R.S. Dag No. 596 (Part) in R.S. Khatian No. 49, Pargana Kolikata, Mouza Kaikhali, J.L. No 5, Re. Sa. No. 115, Touzi No. 172, Police Station - Rajarhat within the jurisdiction of the then Sub Registry, Cossipore, Dum Dum and within the local limits of the then Gopalpur Arjunpur No. 2 Gram Panchayat, District the then 24 Parganas.

B. **And Whereas** while seizing, possessing and enjoying the aforesaid land the said Mohuranjan Mohammed Mandal, died intestate, leaving behind him surviving his one and only wife Juhurenessa Bibi, as his one and only successor to success and inherit all the estates and properties left by the said Mohuranjan Mohammed Mandal, since deceased, in 16 (sixteen) Anna share in accordance with the provisions of Mohammedan Law of Succession through which the said Mohuranjan Mohammed Mandal, since deceased, was governed during his lifetime.

C. **And Whereas** thus the said Juhurenessa Bibi, wife of Late Mohuranjan Mohammed Mandal was then absolutely seized and possessed of and/or otherwise well and sufficiently entitled amongst others all that Rayat Sthitiban Sattya Bisishta (now Rayati Dakhali Sattya Bishishta) Sali land hereditaments admeasuring an area of 6 (six) Cottahs be the same a little more or less comprised in R.S. Dag No. 596 (Part) in R.S. Khatian No. 49 Pargana Kolikata, Mouza Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Police Station-Rajarhat, within the jurisdiction of Additional District Sub Registrar, Bidhannagar, Salt Lake City, (previously under Sub Registry, Cossipore, Dum Dum) within the local limits of Gopalpur-Arjunpur No. 2 Gram Panchayat in the District of North 24 Parganas (previously 24 Parganas) free from all encumbrances whatsoever.

D. **And Whereas** by virtue of a Deed of Family Settlement dated the 19th day of October, 1987 made between Juhurenessa Bibi, wife of Late Mohuranjan Mohammed Mandal, therein described as the party of the First Part and Noor Mohammed

Mandal, Din Mohammed Mandal, Firoz Mohammed Mandal, Hyder Ali Mandal therein described as the party of the Second Part and Mohammed Sahidul Islam, Mohammed Bagbul Islam, Mohammad Kabirul Islam therein described as the party of the Third Part and Lal Mohammed Mandal and Golam Mohammed Mandal, Saheed Mohammed Mandal, Rafique Mohammed Mandal, and Habib Mohammed Mandal, therein described as the party of the Fourth Part, all grand sons of Juhurennessa Bibi, in pursuance to her wishes and desire, she as Settlor therein granted, conveyed, transferred, assigned and assured unto and to the use of the said grand sons, the Trustees, all that the Rayat Sthitiban Sartya Bisishta Sali land hereditaments and premises, each group of grand sons i.e. the Second, Third and Fourth Part, each having undivided 1/3rd share of her properties therein described in the schedule including the properties amongst others all that Rayati Dakhali Sartya Bishishta Sali land hereditaments and premises measuring about 6 (six) Cottahs be the same a little more or less comprised in R.S. Dag No. 596 (Part) in R.S. Khatian No. 49, Pargana Kolikata, Mouza Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Police Station Rajarhat within the jurisdiction of Additional District Sub Registrar, Bidhannagar, Salt Lake City, (previously under Sub Registry, Cossipore, Dum Dum) within the local limits of Gopalpur-Arjunpur No. 2 Gram Panchayat.

E. **And Whereas** by virtue of a Deed of Conveyance dated the 30th day of December, 1993 the said Noor Mohammad Mandal, Taj Mohammad Mandal, Iyer Mohammed Mandal, Din Mohammed Mandal, Firoz Mohammed Mandal, Hyder Ali Mandal all sons of Mohammed Jalaluddin Mandal, all by nationality Indian, all by faith Muslim, all by occupation Cultivation, all of Village-Kaikhali, therein collectively referred to as the Vendors of the One Part, had indefeasibly sold, conveyed, transferred, released and parted all that piece and parcel of sali land hereditaments admeasuring an area of 6 (six) Cottahs be the same a little more or less together with all rights of easements in R.S. Dag No. 596 (Part), in R.S. Khatian 49, in Mouza Kaikhali, J.L. No. 5, Re Sa No. 115, Touzi No.172, within the jurisdiction of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City, within the local limits of Gopalpur-Arjunpur No. 2 Gram Panchayat, District 24 Parganas, being Scheme Plot No. B, to one Mr. Nathmal Verma and Mr. Saroj Kumar Verma @ Mr. Saroj Kumar Varma both sons of Late Basudeo Verma both of 30/A, Kalakar Street, Police Station Burrabazar, Kolkata 700007, jointly the purchasers therein of the other part, at a valuable consideration mentioned therein, and the said Deed of Conveyance was registered in the office of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City and the same was copied in Book No. I, Volume No. 6, Pages Nos. 57 to 64, being Deed No. 186 for the year 1994.

F. **And Whereas** upon purchasing the aforesaid land the said Mr. Nathmal Verma and Mr. Saroj Kumar Verma @ Mr. Saroj Kumar Varma duly mutated their joint names in the records of Rajarhat Gopalpur Municipality and the said Municipality duly assessed the said land as Holding No. AS/36/1948/2003 (it would be contextual to mention that with the formation of Rajarhat-Gopalpur Municipality, the said land came within their purview of the said municipality and initially the said land was under Ward No. 27 and thereafter it was under Ward No. 10) and the said Mr. Nathmal Verma and Mr. Saroj Kumar Verma @ Mr. Saroj Kumar Varma also duly mutated their respective names in the records of Block Land & Land Reforms Office, Rajarhat vide L. R. Khatian Nos. 1361, 1362 (during the course of L.R. Settlement Zarip and since then are paying khajna and taxes thereof, as time to time levied by the respective competent authorities, as the sole and absolute joint owners of the said 6 (six) Cottahs of land in question in equal share.

G. **And Whereas** that by virtue of the recital hereinabove stated the said Mr. Nathmal Verma and Mr. Saroj Kumar Verma @ Mr. Saroj Kumar Varma, both sons of Late Basudeo Verma, both of 30A, Kalakar Street, Police Station Burrabazar, Kolkata 700007, have jointly seized and possessed of and/or otherwise well and sufficiently entitled all that piece and parcel of land (Bastu by classification) admeasuring an area of 6 (six) Cottahs be the same a little more or less which is equivalent to 9.9 (nine point nine) Decimals comprised in Mouza Kaikhali, J.L No. 5. Re. Sa. No. 115, Touzi No. 172, in R.S. & L.R. Dag No. 596 (Part) in R.S. Khatian 49 in L.R. Khatian Nos. 1361 and 1362, within the jurisdiction of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City and within the local limits of Rajarhat Gopalpur Municipality, vide Municipal Holding No. AS/36/1948/2003, Police Station Airport, District North 24 Parganas, being Scheme Plot No. B, morefully and particularly dealt in under Part -I, of the First Schedule therein written.

(Part – II)

H. **And Whereas** one Jalaluddin Mohammed, since deceased and Jan Mohammed Mandal were jointly seized and possessed of and/or otherwise well and sufficiently entitled to amongst others all that Rayati Sthitiban Sattya Bishistha (now Rayati Dakhali Sattya Bishisthta) Sali land hereditaments admeasuring an area of 26 (twenty six) Sataks and 3 (three) Sataks respectively in R.S. Dag No. 596 (Part) in R.S. Khatian 49, Pargana Kalikata, comprised in Mouza Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Police Station Rajarhat, within the local limits of Gopalpur Arjunpur No. 2, Gram Panchayat, District 24 Parganas and they were enjoying the same peaceably without any interference from any corner whatsoever.

I. **And Whereas** while seizing, possessing and enjoying the aforesaid land the said Jalaluddin Mohammed died intestate on 5th day of October, 1968, leaving behind him surviving his wife Shakina Bibi, five sons namely Lal Mohammed Mandal, Golam Mohammed Mandal, Sahid Mohammed Mandal, Rafique Mohammed Mandal, Habib Mohammed Mandal and four daughters Jaheda Bibi, wife of Abul Khayar Mandal, Jarina Bibi wife of Mujibar Rahman, Abiba Bibi, wife of Najimuddin Molla, Aklima Bibi, wife of Jaruddin Ahamed Mallick the predecessor-in-interest, namely Jan Mohammed Mandal, who jointly inherited the properties of the said Jalaluddin Mohammed since deceased, in accordance with the provisions of Mohammaden Law including the aforesaid Rayati Dakhali Sattya Bishistha Sali land hereditaments admeasuring an area of 26 (twenty six) Decimals be the same a little more or less comprised in R.S. Dag No. 596 (Part) in R.S. Khatian 49, Mouza Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Police Station the then Rajarhat, within the local limits of Rajarhat Gopalpur Municipality, previously under Gopalpur Arjunpur No. 2 Gram Panchayat, District North 24 Parganas.

J. **And Whereas** the said Jahurenessa Bibi, wife of Late Mohuranjan Mohammed Mandal inherited the property from her deceased husband including all that Rayati Sthitiban Sattya Bishistha (now Rayati Dakhali Sattya Bishistha) Sali land hereditaments and premises measuring 3 (three) Cottahs, 3 (three) Chittacks and 5 (five) Sq. Ft. be the same a little more or less being portion of the aforesaid R.S. Dag No. 596 (Part) appertaining to R.S. Khatian No. 49, Pargana Kalikata, Mouza Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Police Station Rajarhat, within the jurisdiction of Additional District Sub Registrar Bidhan Nagar Salt Lake City, District North 24 Parganas, within the local limits of Gopalpur Arjunpur No. 2 Gram Panchayat, free from all encumbrances.

K. **And Whereas** by virtue of a Deed of Family Settlement dated the 19th October, 1987 as stated herein above, the said Shakina Bibi Lal Mohammed Mandal Golam Mohammed Mandal, Sahid Mohammed Mandal, Rafique Mohammed Mandal, Habib Mohammed Mandal, Jaheda Bibi, Jarina Bibi, Abiba Bibi @ Abeda Bibi, Mabilia Bibi and Aklima Bibi @ Akhima Bibi all legal heirs of the said Jalaluddin Mohammed, since deceased, by virtue of the aforesaid Deed of family Settlement became the joint owners of all that Sali land hereditaments admeasuring in area of 26 (twenty six) Sataks and 3 (three) Sataks thus totalling 29 (twenty nine) Sataks in R.S. Dag No. 596 (Part) in R.S. Khatian No. 49, Pargana Kalikata, Mouza Kaikhali, J.L. No. 5. Re. Su. No. 115, Touzi No. 172, Police Station Rajarhat, Additional District Sub Registrar, Bidhan Nagar, Salt Lake City, District North 24 Parganas.

L. **And Whereas** that by virtue of Deed of Conveyance dated the 30th day of May, 1994, the said Golam Mohammed Mandal, Sahid Mohammed Mondal, Rafique Mohammed Mondal, Habib Mohammed Mondal, all sons of Late Jalaluddin Mondal, Jaheda Bibi, Jarina Bibi, Abeda Bibi, Mabilia Bibi, Aklima Bibi, all daughters of Late Jalaluddin Mondal and Shakina Bibi, wife of Late Jalaluddin Mondal, collectively them Vendors therein of the one part had indefeasibly sold, conveyed, transferred, released and parted all that demarcated portion of Sali land measuring more or less 2 (two) Cottahs in R.S. Dag No. 596 (Part) appurtenant to R.S. Khatian No. 49, in Mouza Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Police Station-Airport (previously Police Station- Rajarhat), District North 24 Parganas, within the jurisdiction of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City, (previously under Gopalpur Arjunpur No. 2 Gram Panchayat) being Scheme Plot No. A-5 to one Mr. Raj Kumar Verma, son of Late Basudeo Verma of 25, Sovabazar, Police Station Shyampukur, Kolkata 700005, the Purchaser therein of the other part, at a valuable consideration mentioned therein and the said Deed of Conveyance was registered in the office of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City, copied in Book No. I, Volume No. 76, Pages Nos. 127 to 136 being Deed No. 3451 for the year 1994 free from all encumbrances.

M. **And Whereas** the said Mr. Raj Kumar Verma after purchasing the aforesaid land duly mutated his name in the records of Rajarhat Gopalpur Municipality as well as in the records of Block Land & Land Reforms Office Rajarhat, North 24 Parganas and was paying khajna and taxes thereof regularly to the respective competent authorities as the sole and absolute owner of the aforesaid land.

N. **And Whereas** that by virtue of a Deed of Conveyance dated the 19th day of March, 2005 the said Mr. Raj Kumar Verma, son of Late Basudeo Verma. the vendor therein of the one part had indefeasibly sold, conveyed, transferred, released and parted all that Sali land hereditaments admeasuring an area of 2 (two) Cottahs be the same a little more or less being demarcated portion of R.S. Dag No. 596 (Part) appurtenant to R.S. Khatian No. 49 in Mouza Kaikhali, J.L. No. 5. Re. Sa. No. 115 in Touzi No. 172, being Scheme Plot No. A-5 within the jurisdiction of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City and within the local limits of Rajarhat Gopalpur Municipality, District North 24 Parganas to one Smt. Anju Verma, wife of Mr. Shiv Kumar Verma, the purchaser therein of the other part, at a valuable consideration mentioned therein and the said Deed of Conveyance was registered in the office of Additional Registrar of Assurances-II, Kolkata and the same was copied in Book No. I, Volume No. 1, Pages Nos. 1 to 18 being Deed No. 02387 for the year 2006.

O. **And Whereas** upon purchasing the aforesaid land the said Smt. Anju Verma duly mutated her name in the records of Rajarhat Gopalpur Municipality and the said Municipality duly assessed the said land vide Municipal Holding No. RGM/M/40/06 under the then Ward No. 27 and the said Smt. Anju Verma also mutated her name in the records of Block Land & Land Reforms Office, Rajarhat vide L.R. Khatian No. 1366 and since then the said Smt. Anju Verma is paying khajna and taxes thereof regularly to the respective competent authorities as the sole and absolute owner of the aforesaid land.

P. **And Whereas** that by virtue of a Deed of Conveyance dated the 30th day of May, 1994, the said Golam Mohammed Mandal, Sahid Mohammed Mandal, Rafique Mohammed Mandal, Habib Mohammed Mandal all sons of Late Jalaluddin Mandal, Jaheda Bibi, Jarina Bibi, Abeda Bibi Mabilia Bibi and Aklima Bibi all married daughters of Late Jalaluddin Mandal and Shakina Bibi, wife of Late Jalaluddin Mandal, collectively the vendors therein of the one part had indefeasibly sold, conveyed, transferred, released and parted all that Sali land hereditaments admeasuring an area of 3 (three) Cuttaha be the same a little more or less being Scheme Plot No. A-4 together with all rights of easements comprised in R.S. Dag No. 596 (Part) in R.S. Khatian No. 49, Pargana - Kalikata, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, in Mouza Kaikhali, Police Station - Rajarhat, within the jurisdiction of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City, within the local limits of Gopalpur-Arjunpur No.-2 Gram Panchayat, District North 24 Parganas to one Mr. Hari Prakash Verma, son of Mr. Basudeo Verma, the purchaser therein of the other part, at a valuable consideration mentioned therein, and the said Deed of Conveyance was registered in the office of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City, copied in Book No. I, Volume No. 76, Pages Nos. 117 to 126, being Deed No. 3450 for the year 1994.

Q. **And Whereas** that by virtue of a Deed of Conveyance dated the 19th day of March 2005, the said Hari Prakash Verma, son of Late Basudeo Verma, the vendor therein of the one part, had indefeasibly sold, conveyed, transferred, released and parted the said land measuring 3 (three) Cottahs in R.S. Dag No. 596 (Part) in R.S. Khatian No. 49 in Mouza Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172 being Scheme Plot No. A-4 to the said Smt. Anju Verma, wife of Mr. Shiv Kumar Verma, the purchaser therein of the other part, at a valuable consideration mentioned therein and the said Deed of Conveyance was registered in the office of Additional Registrar of Assurances-II, Kolkata, and the same was copied in Book No. I. Volume No. 1, Pages Nos. 1 to 17 being Deed No. 02385 for the year 2006, free from all encumbrances.

R. **And Whereas** thus by virtue of the recital hereinabove stated the said Smt. Anju Verma, wife of Mr. Shiv Kumar Verma is seized and possessed of and/or otherwise well and sufficiently entitled all that piece and parcel of Bastu land hereditaments admeasuring an area of 5 (five) Cuttahs {initially 2 (two) Cuttahs and thereafter 3 (three) Cottahs} be the same a little more or less comprised in Scheme Plot No. A-4 and A-5 in Mouza Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172 in R.S. Dag No. 596 (Part), R.S. Khatian No. 49 in L.R Khatian No. 1366. Police Station Airport (previously Rajarhat), within the jurisdiction of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City and within the local limits of Rajarhat Gopalpur Municipality under Ward No. 10 being Municipal Holding No AS/249/10-11 and AS/248/10-11, District North 24 Parganas, Kolkata - 700 052, morefully and particularly dealt in under Part-II of the First Schedule hereinunder appearing, and it would be contextual to mention that the said Smt. Anju Verma could not mutate entire 5 (five) Cottahs of land in the records of Block Land and Land Reforms Office, only could mutate 5 (five) Decimals in L.R. Khatian No. 1366.

Part – III

S. **And Whereas** one Jalaluddin Mohammed, since deceased was the sole and absolute owner of all that piece and parcel of Sali land hereditaments admeasuring an area of 26 (twenty six) Sataks in R.S Plot Dag No. 596 (Part) in R.S. Khatian 49, Pargana Kalikata, Mouza - Kaikhali. J.L. No. 5. Re Sa. 115, Touzi No 172, Police Station -Airport, Sub Registry, the then Cossipore Dum Dum, within the local limits of Gopalpur-Arjunpur No 2, Gram Panchayat, District 24 Parganas, free from all encumbrances whatsoever.

T. **And Whereas** the said Jalaluddin Mohammed died intestate on 5th day of October, 1968 leaving behind him surviving his wife Shakina Bibi, five sons namely Lal Mohammed Mandal, Golam Mohammed Mandal, Sahid Mohammed Mandal, Rafique Mohammed Mandal, Habib Mohammed Mandal and five married daughters namely Jaheda Bibi, Jarina Bibi. Abeda Bibi, Mabilia Bibi and Aklima Bibi and Shakina Bibi, wife of Late Jalaluddin Mondal, who jointly inherited the properties of the said Jalaluddin Mohammed, since deceased, in accordance with the provisions of Mohammedan Law through which the said Jalaluddin Mohammed, since deceased, was governed during his lifetime.

U. **And Whereas** the said Shakina Bibi and ten others as aforesaid by mutual arrangement and agreement among themselves absolutely seized and possessed of and/or otherwise well and sufficiently entitled all that demarcated piece and parcel of Rayati Dakhali Sattya Bishistha Sali land hereditaments admeasuring an area of 4

(four) Cuttahs be the same a little more or less out of the land of 26 (twenty six) Decimals comprised in R.S. Plot Dag No. 596 (Part) in R.S. Khatian No. 49, in Mouza Kaikhali, free from all encumbrances.

V. **And Whereas** by virtue of a Deed of Conveyance dated the 30th day of May, 1994 the said Golam Mohammed Mandal, Sahid Mohammed Mandal, Rafique Mohammed Mandal, Habib Mohammad Mandal, all sons of Late Jalaluddin Mohammad, Jaheda Bibi, Jarina Bibi, Abeda Bibi, Mabilia Bibi and Aklima Bibi, all daughters of Late Jalaluddin Mohammad, and Shakina Bibi, wife of Late Jalaluddin Mohammad, collectively the Vendors therein of the one part had indefeasibly sold, conveyed, transferred, released and parted all that Rayati Dakhali Sattya Bishistha Sali land hereditaments and premises admeasuring an area of 4 (four) Cuttahs be the same a little more or less comprised in Mouza Kaikhali, J.L. No. 5, Re. Su. No. 115, Touzi No. 172 in R.S. Plot Dag No. 596 (Part), R.S. Khatian 49, Police Station Rajarhat, within the local limits of Gopalpur - Arjunpur No. 2 Gram Panchayat, District 24 Parganas being Scheme Plot No. A1, to the said Sri Satyanarayan Verma, son of Ramawatar Verma, P-30/A, Kalakar Street, Police Station - Burrabazar Kolkata 700007, the purchaser therein of the other part, at a valuable consideration mentioned therein and the said Deed of Conveyance was registered in the office of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City and the same was copied in Book No. I, Volume No. 76, Pages Nos. 137 to 146 being Deed No. 3452 for the year 1994.

W. **And Whereas** that upon purchasing the aforesaid plot the said Sri Satyanarayan Verma duly mutated his name in the records of Block Land & Land Reforms Office, Rajarhat during the course of L.R. Settlement Zarip vide L.R. Khatian No. 1363 and since then is paying khajna thereof regularly as the sole and absolute owner of the said land in question. Sri Satyanarayan Verma also mutated his name in respect of his aforesaid purchased property in the records of Rajarhat Gopalpur Municipality, vide Municipal Holding No. AS/241/BL-KC/10-11 and is paying municipal taxes thereof regularly as the sole owner.

X. **And Whereas** thus by virtue of the recital hereinabove stated the said Sri Satyanarayan Verma, son of Ramawatar Verma is seized and possessed of and/or otherwise well and sufficiently entitled all that piece and parcel of Bastu land hereditaments admeasuring an area of 4 (four) Cuttahs be the same a little more or less together with all rights of easements comprised in R.S. Plot Dag No. 596 (Part) in R.S. Khatian 49, L. R. Khatian 1363, Pargana Kalikata, Mouza Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, Police Station - Airport (previously Rajarhat) Kolkata - 700 052 within the jurisdiction of Additional District Sub Registrar. Bidhan

Nagar, Salt Lake City, (previously Sub Registry Cossipore Dum Dum), within the local limits of Rajarhat Gopalpur Municipality under Ward No. 10, being Municipal Holding No. AS/241/ BL-KC/10-11, being Scheme Plot No, A-1 (previously under Gopalpur-Arjunpur No. 2 Gram Panchayat) District 24 Parganas (North), morefully and particularly dealt in under Part - III of the First Schedule therein written.

Part – IV

Y. **And Whereas** that by virtue of a Deed of Conveyance dated the 30th day of May, 1994 the said Golam Mohammed Mandal, Sahid Mohammed Mandal, Rafique Mohammed Mandal, Habib Mohammed Mandal, all sons of Late Jalaluddin Mandal, Jaheda Bibi, Jarina Bibi, Mabilia Bibi, Abeda Bibi. Aklima Bibi, all daughters of Late Jalaluddin Mohammed and Shakina Bibi, wife of Late Jalaluddin Mohammed collectively the vendors therein of the one part had indefeasibly sold, conveyed, transferred, released and parted all that piece and parcel of Rayati Dakhali Sattya Bishistha Sali land hereditaments and premises measuring 4 (four) Cuttaha be the same a little more or less being Scheme Plot No. A2 together with all rights of easement in Mouza - Kaikhali, J.L. No 5, Re. Sa. No. 115, Touzi No. 172. in R.S. Plot Dag No 596 (Part), R.S. Khatian 49. Police Station - Rajarhat, within the jurisdiction of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City and within the local limits of Gopalpur-Arjunpur No. 2 Gram Panchayat, District North 24 Parganas, to the said Mr. Nand Lal Verma, son of Mr. Ramawatar Verma of 30/A, Kalakar Street, Police Station - Burrabazar, Kolkata - 700 007, the purchaser therein of the other part, at a valuable consideration mentioned therein, and the said Deed of Conveyance was registered in the office of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City and the same was copied in the Book No. I, Volume No. 76, Pages Nos. 147 to 156 being Deed No. 3453 for the year 1994.

Z. **And Whereas** upon purchasing the aforesaid land the said Sri Nand Lal Verma, duly mutated his name in the records of Block Land & Land Reforms Office, Rajarhat vide L.R. Khatian No. 1365, during the course of L.R. Settlement Zahp and since then is paying khajna thereof regularly as the sole and absolute owner of the aforesaid land in question and simultaneously the said Sri Nand Lal Verma, also mutated his name in the records of Rajarhat Gopalpur Municipality vide Municipal Holding No. AS/240/BL-KC/10-11 under Ward No. 10 and is also paying municipal taxes thereof as the absolute owner thereof free from all encumbrances whatsoever.

AA. **And Whereas** thus by virtue of the recital hereinabove stated the said Sri Nand Lal Verma, son of Late Ramawatar Verma of 30/A, Kalakar Street, Police Station - Burrabazar, Kolkata 700007, is seized and possessed of and/or otherwise well and sufficiently entitled all that Rayati Dakhali Sattya Bishistha Bastu land

hereditaments and premises measuring 4 (four) Cuttahs be the same a little more or less being Scheme Plot No. A-2 together with all rights of easements comprised in Mouza - Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, in R.S. Plot Dag No. 596 (Part), R.S. Khatian 49, in L.R. Khatian 1365, Police Station - Airport (previously Rajarhat) within the local limits of Rajarhat Gopalpur Municipality under Ward No. 10 vide Municipal Holding No. AS/240/BL-KC/10-11, Kolkata - 700052, (previously under Gopalpur-Arjunpur No. 2 Gram Panchayat), within the jurisdiction of Additional District Sub Registrar. Bidhan Nagar, Salt Lake City (previously under Sub Registry Cossipore Dum Dum), District North 24 Parganas, morefully and particularly dealt in under Part - IV of First Schedule therein written.

Part – V

BB. And Whereas that by virtue of a Deed of Conveyance dated the 30th day of May, 1994 the said Golam Mohammed Mandal, Sahid Mohammed Mandal, Rafique Mohammed Mandal, Habib Mohammed Mandal, all sons of Late Jalaluddin Mohammed, Jaheda Bibi, Jarina Bibi, Abeda Bibi, Mabilia Bibi and Aklima Bibi, all daughters of Late Jalaluddin Mohammed and Shakina Bibi, wife of Late Jalaluddin Mohammed, collectively the vendors therein of the one part, had indefeasibly sold, conveyed, transferred, released and parted all that piece and parcel of Rayati Dakhali Sattya Bishistha Bastu land hereditaments and premises measuring 4 (four) Cuttahs be the same a little more or less being Scheme Plot No. A3 together with all rights of easements comprised in Mouza - Kaikhali. J.L. No. 5, Re. Su. No. 115, Touzi No. 172, in R.S. Plot Dag No. 596 (Part), in R.S. Khatian 49, Pargana - Kalikata, Police Station - Rajarhat, within the jurisdiction of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City, and within the local limits of Gopalpur-Arjunpur No. 2 Gram Panchayat, District North 24 Parganas to the said Sri Shiv Kumar Varma, son of Ramawatar Verma, the purchaser therein of the other part, at a valuable consideration mentioned therein and the said Deed of Conveyance was registered in the office of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City, copied in Book No. I, Volume No. 76, Pages Nos. 157 to 168 being Deed no. 3454 for the year 1994.

CC. And Whereas that upon purchasing the aforesaid land the said Sri Shiv Kumar Varma duly mutated his name in the records of Block Land & Land Reforms Office, Rajarhat vide L.R. Khatian No. 1364, during the course of L.R. Settlement Zarip and since then is paying khajna thereof regularly as the sole and absolute owner of the aforesaid land in question simultaneously the said Sri Shiv Kumar Varma also mutated his name in the records of Rajarhat Gopalpur Municipality and the said municipal authority duly assessed the said land vide Holding No. AS/246/BL-KC/10-11, and is also paying taxes thereof to the said municipal authority.

DD. And Whereas thus by virtue of the recital hereinabove stated the said Sri Shiv Kumar Verma son of Ramawatar Verma is seized and possessed of and/or otherwise well and sufficiently entitled all that Rayati Dakhali Sattya Bishistha Bastu land hereditaments and premises measuring 4 (four) Cuttaha be the same a little more or less being Scheme Plot No. A3, together with all rights of easements comprised in Mouza - Kaikhali, J.L. No. 5, Re. Sa No. 115, Touzi No. 172, in R.S. Plot Dag No 596 (Part) R.S, Khatian 49, corresponding to L.R. Khatian No. 1364. Police Station - Airport (previously Rajarhat), Kolkata - 700 052, within the jurisdiction of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City, (previously under Sub Registry Cossipore Dum Dum) within the local limits of Rajarhat Gopalpur Municipality under Ward No. 10, (previously under Gopalpur Arjunpur No, 2 Gram Panchayat) being Municipal Holding No. AS/ 246/BL-KC/10-1 I.District North 24 Parganas.

EE. And Whereas that by virtue of a Deed of Conveyance dated the 29th day of April, 2013 the said Shiv Kumar Varma, Nand Lal Varma, Satya Narayan Verma, Anju Verma, Saroj Kumar Verma and Nathmal Verma had indefeasibly sold, conveyed, transferred, released and parted all that piece and parcel of Rayati Dakhali Sattya Bishistha Bastu land morefully described in the First Schedule here under written to the **Land Owners** herein at a valuable consideration mentioned therein and the said Deed of Conveyance was registered in the office of Additional District Sub Registrar, Bidhan Nagar, Salt Lake City, recorded in Book No. I, CD Volume No. 4, Pages Nos. 2838 to 2878 being Deed no. 1389 for the year 2013.

FF. And Whereas that upon purchasing the aforesaid land the **VENDORS** herein, duly mutated their names in the records of Block Land & Land Reforms Office, Rajarhat vide L.R. Khatian Nos. 1993, 1994, 1995 & 1996, and since then is paying khajna thereof regularly as the absolute joint owners of the aforesaid land, simultaneously also mutated their names in the records of Rajarhat Gopalpur Municipality and the said municipal authority duly assessed the said land vide Holding No. AS/10/247/BL-KC/13-14, and is also paying taxes thereof to the said municipal authority and is in possession and control of the **All That** piece and parcel of Bastu land hereditaments admeasuring an area of 23 (twenty-three) Cottahs, 0 (zero) Chittack and 0 (zero) Sq. Ft. which is equivalent to 37.95 (thirty seven point nine five) Decimals be the same a little more or less, comprised in Mouza Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, in R.S. and L.R. Dag No. 596 (Part) in R.S. Khatian No 49 in L.R. Khatian Nos. 1361, 1362, 1363, 1364, 1365 and 1366, present L.R. Khatian Nos. 1993, 1994, 1995 & 1996 being Scheme Plot No. A-1, A-2, A-3, A-4 and A-5 under Ward No. 10 of Rajarhat Gopalpur Municipality vide Municipal Holding Nos. AS/10/247/BL-KC/13-14, presently under Bidhannagar Municipal Corporation, Kolkata 700052, Sardarpara, Police Station Airport

(previously under Police Station Rajarhat and presently Baguihati), within the jurisdiction of Additional District Sub Registrar, Bidhannagar, Salt Lake City, District North 24 Parganas herein after referred to as the **said Premises** and there is no encumbrance in respect thereof.

GG. That the said **VENDORS** duly appointed one reputed architect for drawing a sketch plan for submission before the competent authority of Rajarhat Gopalpur Municipality for sanctioning building plans for a residential complex having provisions for Car Parking Spaces on the Ground Floor and self contained residential units/flats/shops on the upper floors having provision for all up-to-date facilities or amenities available thereat, and thus one building plan has been duly sanctioned by the competent authority of Rajarhat Gopalpur Municipality vide sanctioned Serial No. 1024/13-14 dated 17.02.2014 and the Developer have duly started construction of multistoried building and/or buildings in accordance with the provisions of the building plan (hereinafter for the sake of brevity called and referred to as "**said building plan**")

HH. That the **VENDORS** herein duly entered into a Development Agreement with one **M/s. Shivoham Builders Pvt. Limited** the Developer herein who has been deputed to construct multistoried building and/or buildings on the Said Premises co implementing their all expertise and skill and vast experience behind them in respect of the concerned trade, under certain terms and conditions inter alia and the said development agreement was entered into by and between the parties on 15th day of October, 2013.

II. AND WHEREAS the **Vendors** and the **Developer** constructed building known as "**Shivoham Paradise**" consisting of several Flats/Shops and spaces in the Said Premises in accordance with the plan sanctioned by the Municipality.

JJ. AND WHEREAS the **Vendors** and the **Developer** agree to sell and the Purchasers agree to purchase the Flat being **Flat No.** situated on the Floor measuring a Carpet area **Sq. Ft.** more or less, and one covered car parking space admeasuring Sq. Ft. on the Ground floor of the said building more fully and particularly described in the **Second Schedule** hereunder written together with proportionate share or interest in the land described in the **First Schedule** at or for the total consideration of **Rs.**/- (Rupees.....) only (consideration of the Flat Rs. /- and consideration of the car parking space Rs./-) ;

KK. AND WHEREAS the Purchasers entered into registered Agreement for Sale dated Registered before the, and duly recorded in Book No. I, Volume No., Pages to Being No. for the year, with the **Owners/Vendors** and the **Developer** to purchase one flat being **Flat No.**, situated on the Floor measuring carpet area **Sq. Ft.** more or less of the said building more fully and particularly described in the **Second Schedule** hereunder written, together with proportionate share of land and interest described in the **First Schedule** hereunder written as per the terms conditions mentioned therein.

LL. AND WHEREAS the Purchasers asked the **Owners/Vendors** and the **Developer** to execute the deed of conveyance in respect of the Said Flat being **Flat No.**, situated on the Floor measuring carpet area **Sq. Ft.** more or less, of the said building more fully and particularly described in the **Second Schedule** hereunder written, together with proportionate share of land and interest described in the **First Schedule** hereunder written.

NOW THIS INDENTURE WITNESSETH as follows:

In pursuance of the said registered Agreement dated and in terms of the conditions mutually agreed upon and in total consideration of payment of the said sum of **Rs.**/- (Rupees.....) only includes Taxes (consisting of tax paid or payable by the Developer by way of G.S.T. And Cess or any other similar taxes which may be levied, in connection with the construction of the project payable by the promoter, by whatever name called) the lawful money of the Union of India truly paid by the Purchasers to the Developer on or before the execution of these presents (the receipt whereof the do hereby admit and acknowledge and/or from the same and every part thereof doth hereby acquit and forever discharge to the Purchasers, the Developer deliver and the Purchasers hereby taken the vacant peaceful possession of the **Flat No.**, situated on the floor, measuring Carpet area of **Sq. Ft.** more or less, of the said building known as "**Shivoham Paradise**" and together with all facilities and other amenities and the said **Vendors** and the **Developer** do hereby indefeasible grant convey, transfer and assure and assign free from all encumbrances, attachments liens, charges etc. unto and in favour of the Purchasers **All That** piece and parcel of Bastu land hereditaments admeasuring an area of 23 (twenty-three) Cottahs, 0 (zero) Chittack and 0 (zero) Sq. Ft. which is equivalent to 37.95 (thirty seven point nine five) Decimals be the same a little more or less, comprised in Mouza Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, in R.S. and L.R. Dag No. 596 (Part) in R.S. Khatian No 49 in L.R. Khatian Nos. 1361, 1362, 1363, 1364, 1365 and 1366, present L.R. Khatian Nos. 1993, 1994, 1995 & 1996 being Scheme Plot No. A-1, A-2, A-3, A-4 and A-5, under Ward No. 10 of

Rajarhat Gopalpur Municipality vide Municipal Holding Nos. AS/10/247/BL-KC/13-14, presently under Ward No. 6 of the Bidhannagar Municipal Corporation, Kolkata 700052, Sardarpara, Police Station Airport (previously under Police Station Rajarhat and presently Baguiati), within the jurisdiction of Additional District Sub Registrar, Bidhannagar, Salt Lake City, District North 24 Parganas more fully and particularly described in the **Second Schedule** hereunder written together with common parts and portions and facilities and amenities provided thereon together with proportionate share of land described in the **First Schedule** hereunder written and the Said Flat No. situated on the floor, of the said building having carpet area of Square Feet more or less hereinafter referred to as the **Said Flat** together with right to common with other Purchasers or Owners so acquiring similar right to enjoy and possess all common passages roof open spaces stairs case landing lobbies drains water courses, easement advantages liberties rights and privileges in anywise appertaining thereto or reputed to belong to the estate right title interest claim demand and of the **Vendors** and the **Developer** into and upon the said property, The specific purchased portion of the said Flat of the Purchasers pacifically described in the **Second Schedule** and written hereunder free from all encumbrances charges trust, liens, claims or demand whatsoever. The Purchasers shall have full easement right over the Said Flat of the said building and the common parts in common with the co-owners, Purchasers and occupiers of the said building such common being described in the Fourth Schedule hereunder written subject to be governed by such rights and obligations as set forth in the Fifth Schedule hereunder written and also subject to the Purchasers paying and discharging terms and impositions on the Said Flat of the building and the common expenses as mentioned in the Schedule outgoings in connection with Said Flat and the said building proportionately also such other expenses as may be included in the said common expenses **TO ENTER INTO AND TO HAVE AND TO HOLD OWN POSSESS AND ENJOY** the Said Flat of the said building constructed on the basis of the sanctioned plan, hereby conveyed to the Purchasers absolutely and forever and the **Owners/Vendors** and the **Developer** to hereby covenant and agree with the Purchasers **THAT NOTWITHSTANDING** any act deed or things whatsoever and amenities by the Owners/Vendors and the Developer or by any of their ancestors or predecessors in title done or executed or knowingly suffered to the contrary the Owners/Vendors and the Developer now has good right full power and absolutely authority and indefeasible title to grant sell convey and transfer the Said Flat of the said building and also the common areas, facilities, expenses and obligations as described in the Second Schedule, Third Schedule, Fourth Schedule, Fifth Schedule and Sixth Schedule herein below respectively hereby grant convey sold and transferred or expressed or intended so to be unto and to the use of the Purchasers their heirs, executors administrators, representatives attachments charges liens, and lispens and that the Purchasers their

heirs, executors administrators representatives and assigns shall and may at all times hereinafter peaceably and quietly posses and enjoy the Said Flat of the said building receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Owners/Vendors and the Developer or any person or persons claiming or having any lawful authority to claim as aforesaid **AND FURTHER THAT** the Vendors and the Developer and all person having lawfully claiming any estate or interest whatsoever in the Said Flat of the said building or in the said common areas and facilities and also on the land underneath or any part thereof from under entrust for the Owners/Vendors and the Developer from or under any of their predecessors or successors, in title shall and will from time to time and at all times hereafter at the request and cost of the Purchasers, their heirs, executors, administrators representatives and assigns do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further and more perfectly assuring the Said Flat of the said building together with common areas and facilities and the land underneath and other parts thereof unto and to the use of the Purchasers and their heirs, executors, administrators representatives and assigns as may be reasonable required and that the Purchasers, their heirs executors, administrators representatives and assigns shall and may at all times hereafter peaceably and quietly enter into hold possess and enjoy the Said Flat of the said building or every part thereof without any lawful eviction hindrance and interruption disturbance claim or demand whatsoever from or by the Vendors and the Developer or any person or persons or any other flat or apartment owners in the Said Premises.

The Purchasers have examined the plan and the title of the Vendors and the Developer to the Said Premises and the common part and common portion and the facilities and amenities provided in the said building including the Said Flat or unit and being fully satisfied themselves with regard to the title of the Vendors and the Developer and nature of the construction provided to them and shall not make any claim or demand whatsoever against the Vendors and the Developer in these respect in future.

The Vendors and the Developer shall always reserve their right over the common passage leading from the main road and shall be entitled to make further construction over the adjacent plot/plots of land which it may require and in such event the Purchasers of flats/units in the new building /buildings shall also have equal right over the said common passage.

THE VENDORS and **DEVELOPER** doth hereby covenant with the **PURCHASERS** as follows:-

- (a) **THAT NOTWITHSTANDING** anything hereto before done or suffered to the contrary the Vendors and the Developer have good and perfect right title and interest to convey, the flat and the undivided proportionate share in the said piece or parcel of land described in the First Schedule and all the rights privileges and appurtenances thereunto belonging and hereby sold conveyed and transferred to the Purchasers in the manner aforesaid and that Vendors and the Developer have not done or knowingly suffered anything whereby the Said Premises may be encumbered effected or imposed in estate title or interest or otherwise.
- (b) There are no encumbrances charges trusts, liens, attachments claims or demands whatsoever now subsisting on the Said Premises and that the same is not the subject matter of any suit or litigation or proceedings and has not been offered as security or otherwise to any court or Revenue Authority.
- (c) The Purchasers shall henceforth peacefully and quietly hold possess and enjoy the rents and profits derivable from and out of the Said Flat without any hindrance interruption or disturbance from or by the Vendors and the Developer or any person or persons claiming through or under or interest for the Vendors and the Developer and without any lawful hindrance interruption or disturbance by any other person or persons whomsoever.
- (d) The Vendors and the Developer may construct any shop rooms or commercials units in the building the Purchasers and/or occupiers of Flat of the building shall have no objection.

THE FIRST SCHEDULE ABOVE REFERRED TO
(THE SAID PREMISES)

Premises : All That piece and parcel of Bastu land hereditaments admeasuring an area of 23 (twenty-three) Cottahs, 0 (zero) Chittack and 0 (zero) Sq. Ft. which is equivalent to 37.95 (thirty seven point nine five) Decimals be the same a little more or less, comprised in Mouza Kaikhali, J.L. No. 5, Re. Sa. No. 115, Touzi No. 172, in R.S. and L.R. Dag No. 596 (Part) in R.S. Khatian No 49 in L.R. Khatian Nos. 1361, 1362, 1363, 1364, 1365 and 1366, present L.R. Khatian Nos. 1993, 1994, 1995 & 1996 being Scheme Plot No. A-1, A-2, A-3, A-4 and A-5 formally under Ward No. 10 of Rajarhat Gopalpur Municipality vide Municipal Holding Nos. AS/10/247/BL-KC/13-14, Kolkata 700052, Sardarpara, Police Station Airport (previously under Police Station Rajarhat and presently Baguihati), presently under Ward No. 6, within the local limits of the Bidhannagar Municipal Corporation, within the jurisdiction of

Additional District Sub Registrar, Bidhannagar, Salt Lake City, District North 24 Parganas.

On the North : By partly by Land of R.S. & L.R. Plot Dag Nos. 593, 595, 590
On the South : By Land of R.S. & L.R. Plot Dag Nos. 596
On the East : By partly by Land of R.S. & L.R. Plot Dag Nos. 599, 598.
On the West : By partly by Municipal Road (Sardar Para)

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

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID FLAT AND THE PROPERTIES APPURTENENT THERETO)

ALL THAT the Unit in or portion of the Building being **Flat/Unit No.** containing a carpet area of **Square Feet** more or less on a portion on the **floor**, consists of 3 (three) Bed Rooms, 1 (One) Kitchen with wash area, 3 (three) Toilets, 1 (One) Dining-cum-Living Room, 2 (Two) Verandah/Balcony in the building known as **Shivoham Paradise.**, at the Said Premises **TOGETHER WITH** proportionate undivided and demarcated indivisible impartible share in the Common Areas and Installations mentioned and described in the **THIRD SCHEDULE** hereunder written attributable to the Said Flat/ Unit **AND TOGETHER WITH** proportionate undivided undemarcated indivisible impartible share in the land described and mentioned in the **FIRST SCHEDULE** hereinabove written attributable to the said Unit/Flat at the Said Property.

THE THIRD SCHEDULE ABOVE REFERRED TO
(Common Portions) :
: Part -1:

1. **Areas:**
 - i) Ultimate/top roof will be common to the owners or Occupier of the Flats of the concern Building.
 - ii) Open and/or covered paths and passages of the said Building.
 - iii) Stair headroom, and lift well of the said Building.
 - iv) All walls (save inside wall any flat or units) and main gates of the said Building.
2. **Water and Plumbing:**
 - i) Water Reservoir (underground).
 - ii) Water Tank.
 - iii) Water pipe (save those inside any flat and/or units).

3. **Electrical Installations:**
 - i) Wiring and accessories for lighting of Building Common Portions.
 - ii) Electrical Installations relating to the meter for receiving electricity from the Electricity Supply Agency.
 - iii) Pump, motor, lift and lift machinery of the Building.
4. **Drains:**
Drains, sewerage and pipes of the said Building.
5. **Others:**
Other areas and installations and/or equipment as are provided in Building at extra cost for common use and enjoyment such as intercom, cable T.V. connection.

Part - II:
(Complex Common Portions)

Common portions as are common between the co-owners of the building Complex:

1. **Area:**
 - i) Open and/or common paths and passages inside the complex and outside any building.
 - ii) Boundary walls and main gates of the complex.
 - iii) Landscaped compound area.
 - iv) Well designed and decorated lobby finished with marble and granite and/ or stone/tiles finish.
 - v) Well decorated common roof.
 - vi) Wide drive ways.
2. **Water and Plumbing:**
 - i) Water pipes - same those inside the building.
 - ii) Deep tube well or water of Bidhannagar Municipal Corporation.
3. **Electrical Installations:**
 - i) Wiring and accessories for lighting of common portion of the complex.
 - ii) Pumps and motors reserved for use for common portion of the complex.
 - iii) Common generator facilities for common service areas. (At extra costs)
 - iv) Light arrangements at the main gate and passages of the complex.
4. **Drains:**
Drains, sewers, septic tanks and pipes of the complex.
5. **Others:**
Other areas and installation and/or equipments as are provided in the complex at extra cost for common use and enjoyment of all the co-owners of all the blocks in the

complex such as intercom facilities (from flats to security room and vice versa) and 24 hours security service manned by trained guards round the clock.

1. C. C. T. V. and Fire Extinguisher.
2. Landscaped compound area with paved pathways within the complex.
3. Well decorated common roof.
4. Well designed lobby finished with marble and granite anchor Stone/Tiles finish.
5. Generator facilities for common service i.e. lifts, pumps, common lighting.
6. Intercom facilities.
7. One lift of reputed make.
8. Adequate car parking spaces on ground floor/open demarcated space at extra cost.
9. 24 hours water supply either through deep tub well or through Bidhannagar Municipal Corporation.
10. Security Measures:
 - (i) Intercom facilities from flats / shops to security room and vice versa.
 - (ii) 24 hours security manned by trained guards round the clock.

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(RIGHTS & OBLIGATION OF THE PURCHASERS)**

1. That the Purchasers shall own and enjoy the Said Flat of the building at the Said Premises described in the **First Schedule** thereof the Said Flat along with undivided proportionate share of land has been purchased by the Purchasers as per the said building plan approved and sanctioned by the Authority concern together with right in common with all other persons lawfully entitled hereto all sewers, drains, water courses, and all proportionate right in respect of all the common areas mentioned in the Third Schedule Above written.
2. That Purchasers shall become and remain Member of the Society, Company or Association to be formed by and consisting of the Owners of the flat of the buildings namely **Shivoham Paradise** constructed in the Said Premises written for the purpose of attending to safe guarding maintaining all matters and common interest like repairs white washing of the building and common colour washing or painting of the common parts of the building and repairing road, staircase, compound walls and all other common amenities lifts.
3. That the Purchasers shall observe and perform the terms and conditions and bylaws the rules and regulations of the said Society, Company or Association.

4. That the Purchasers shall not at any time carry on or suffered to carry on the flat hereby sold and conveyed or any part thereof or the Said Flat any trade or business whatsoever. Pursuant where of is may be or become any way, nuisance annoyance or danger to the Vendors and the Developer or its successors in office or to the owners and/or the occupiers of the other flat owners or of the owners or occupiers of any neighboring property or which may tend to depreciate the value of the Said Flat or any part thereof as a residential property or permit the same to be used (except as aforesaid) for any purpose.
5. That the Purchasers shall give the owner of the other flats the necessary vertical and horizontal and lateral support for their flat and also a right to any way over all common roads, staircase, passages etc and shall and will be entitled to similar rights from and other owners of the said building.
6. The Purchasers shall have the right to enter into any other flats in the said building for the purpose of affecting repair of service pipes line and portions of their flat as may be reasonably necessitate such entry with 48 hours advance intimation of their such intended entry to the owners concerned and shall and will allow owners of other flats such entry into their flat areas under similar circumstances and upon having similar prior Notice in writing.
7. The Purchasers shall be liable to pay directly to Corporation, municipality and/or other appropriate authorities or contribute in proportion to the floor area of the Said Flat towards in the account of payment of Corporation or municipality taxes and other outgoings payable in respect of the said plot of land and/or the premises and in cases where the said payment shall not be made directly to the Corporation or municipality and/or statutory authorities as aforesaid same shall be made by the Purchasers to the Developer so long the Vendors and the Developer retains such authority and upon its formation to the Associations or Society of the Purchasers of the undivided proportionate share in the said land and thus becoming owners of the several flats in the building and in defaults shall be liable for payment thereof with costs of litigation being sued by the Vendors and the Developer or the Association or Society as the case may be. The Purchasers shall mutate their name in the records of local Bidhannagar Municipal Corporation in respect of their flat and proportionate share of land.

8. The Association of the flat owner shall be formed by the Purchasers herein, with other flat owners in the building and submit the building to the provision of West Bengal Apartment Ownership Act 1972 and that the Purchasers shall and will sign and execute all forms returns declarations and documents as may be from time to time become necessary.
9. The Purchasers shall have the full proprietary rights on the Said Flat together with undivided proportionate share of land, the Purchasers shall be entitled to sell mortgage, let out lease out or transfer in any way permitted by laws without requiring to have or seek any consent for the purpose from the Vendors and Developer or any other owners or owners of the flat areas other than their own contained in the said Building.
10. The Purchasers undivided interest in the said soil or land described in the First Schedule hereunder written and shall remain joint forever with the owners of other flat, owners of the said building and it being hereby further declare that the interest in the said soil or the said Premises is impartible.
11. The Purchasers shall not in any case damage the main structural wall of the said building which may be prejudicial to the interest of the other flat owners.
12. The Purchasers shall not decorate the exterior portion of the said flat otherwise than in the manner in writing by the committee.

**THE FIFTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)**

1. The expense of maintaining repairing reconstructing and renewing the said structure and the drainage system rain water discharge arrangement or supply of electricity and all common areas contained in the Said Premises.
2. The costs of cleaning and lighting the entrance of the building the passage and spaces around the building lobby corridor staircase.
3. Costs of repairing and decorating the exterior of the building.
4. All taxes levies and impositions, deposit etc for the premises as a whole.
5. All litigation costs relating to the common portions /parts and common interest in the building.

6. All salaries wages, fees and remuneration of all workmen staff and experts engaged and hired for the common purposes.
7. Costs of maintaining, operating, replacing and installing implements including pump motor pipes lift etc for common services.
8. Premises of Insurance for the building if any.
9. Such expenses as would be necessary for or incidental to the said maintenance and up keep of the premises and the common areas facilities and amenities.

**THE SIXTH SCHEDULE ABOVE REFERRED TO
(TAXES AND IMPOSITION)**

1. Until such time as the Said Flat comprised in the said building is separately assessed and/or mutated in respect of the municipal taxes or impositions, the Purchasers from the date of their purchase or occupation of the Said Flat whichever is earlier, shall have to bear and pay such proportion of such Corporation or municipal taxes and rates or impositions to the Vendors and the Developer as may be deemed reasonably from time to time by the Vendors and the Developer.
2. From the date of receiving possession of the said Flat, apart from the amount of such municipal taxes and impositions the Purchasers shall also bear and pay other taxes and impositions including multi storied building tax, Urban land tax if any when necessary in respect of the Said Flat proportionately and the said building wholly.
3. All proportionate cost of maintenance, operating replacing white washing, painting, rebuilding, reconstructing, decorating, redecorating including the outer walls of the said building.

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

EXECUTED AND DELIVERED by
the **VENDORS** hereto at Kolkata in the
presence of:

- 1.

2.

EXECUTED AND DELIVERED by
the **DEVELOPER** hereto at Kolkata in
the presence of:

1.

2.

EXECUTED AND DELIVERED by
the **PURCHASERS** hereto at Kolkata in
the presence of:

1.

2.

Drafted by me,

Mr. Nishant Kr. Saraf, Advocate (Enrollment No. F-314/2002)

Nishant Kr. Saraf Advocates

8, Old Post Office Street,

2nd Floor, Kolkata 700 001.

Email: nishantsaraf1976@gmail.com

MEMO OF CONSIDERATION

RECEIVED on and from the within named Purchasers the within mentioned the sum of **Rs.**/- (Rupees.....) only includes Taxes (consisting of tax paid or payable by the Developer by way of G.S.T. And Cess or any other similar taxes which may be levied , in connection with the construction of the project payable by the promoter, by whatever name called) :-

Dated	Cheque No.	Bank	Amount (Rs.)
--------------	-------------------	-------------	---------------------

WITNESS

1.

2.

DEVELOPER

DATED THIS DAY OF 201...

BETWEEN

M/s. RAINBOW PROPERTIES &ORS VENDORS
AND
M/s. SHIVOHAM BUILDERS (P) LIMITED DEVELOPER
AND
..... & ANR. PURCHASERS

C O N V E Y A N C E
(Flat No.)

NISHANT KR. SARAF ADVOCATES
8, OLD POST OFFICE STREET,
2ND FLOOR, KOLKATA 700 001.
Phone: (033) 2262 3384
Email: nishantsaraf1976@gmail.com