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भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

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ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

Me-7  
Y 36510

25/05/17  
01/07/2017

- 1. NATURE OF DOCUMENT : AGREEMENT
- 2. DATE : This 25<sup>th</sup> day of May Two Thousand Seventeen
- 3. PARTIES :
- 3.1. FIRST PARTY/OWNERS :

Certified that the Document is abstracted to Registrars, the Deputy Clerk and the undersigned officers attached to this document are the post of this document.

*[Signature]*  
Additional Registrar  
of Assurances-I, Kolkata

26 MAY 2017

*[Handwritten notes]*  
25/05/17  
2017

(1) **COMPANION TRADERS PRIVATE LIMITED (PAN NO.AABCC1564H)**, a company incorporated under the Companies Act, 1956, having its Registered Office at 9A, Lord Sinha Road, Kolkata - 700 071, (2) **COMPASS VINIMAY PRIVATE LIMITED(PAN NO.AABCC1563A)**, a company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata - 700 071, (3) **BRIGHTEX MERCHANTS PRIVATE LIMITED(PAN NO.AABCBO638H)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata - 700 071, (4) **CITILINE VYAPAAR PRIVATE LIMITED (PAN NO.AABCC1562B)**, a company incorporated under the Companies act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata - 700 071, (5) **APURVA COMMO TRADE PRIVATE LIMITED (PAN NO.AACCA1322J)**, a company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata - 700 071, (6) **ANJANI MARKETING PRIVATE LIMITED (PAN NO.AACCA3554A)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata - 700 071, (7) **AJANTA DEALERS PRIVATE LIMITED (PAN NO.AACCA1321M)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata - 700 071, (8) **KUSUM AGENTS PRIVATE LIMITED (PAN NO.AABCK0778R)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata - 700 071, (9) **LAXMI TRADECOM PRIVATE LIMITED (PAN NO.AAACL6074C)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata - 700 071, (10) **MILESTONE DISTRIBUTORS PRIVATE LIMITED (PAN NO. AABCM7059B)**, a Company incorporated under the

Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata - 700 071, **(11) NEPTUNE DEALERS PRIVATE LIMITED (PAN NO.AABCN1201E)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata - 700 071, **(12) NUTSHELL MARKETING PRIVATE LIMITED (PAN NO.AAACN8475B)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata - 700071, **(13) ORACLE COMMERCE PRIVATE LIMITED (PAN NO.AAACO2849N)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata - 700 071, **(14) PURBASHA MERCHANTS PRIVATE LIMITED (PAN NO.AADCP1886H)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata - 700 071, **(15) GENTEX COMMERCE PRIVATE LIMITED (PAN NO.AACCG0804F)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata - 700 071, **(16) JETAGE VINIMAY PRIVATE LIMITED (PAN NO.AAACJ8536D)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata - 700 071, **(17) SYMPHONY COMMODITIES PRIVATE LIMITED (PAN NO. AADCS8072N)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata - 700 071, **(18) SOLIDEX VINIMAY PRIVATE LIMITED (PAN NO.AADCS8071R)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata - 700 071, **(19) FRONTRADE VINIMAY PRIVATE LIMITED (PAN NO.AAACF4452E)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata - 700 071,

**(20) GOODWIN SALES AGENCY PRIVATE LIMITED (PAN NO.AABCG1452A)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata - 700 071, **(21) GOODWILL VINIMAY PRIVATE LIMITED (PAN NO.AABCG1450C)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata - 700 071, **(22) FINETRADE SALES AGENCIES PRIVATE LIMITED (PAN NO.AAACF4365L)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata-700071, **(23) GENTEX TRADING PRIVATE LIMITED (PAN NO.AABCG1451D)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata-700071, **(24) INTEGRAL VINIMAY PRIVATE LIMITED (PAN NO.AAACI6481N)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata-700071, **(25) DIGNITY TRADERS PRIVATE LIMITED (PAN NO.AABCD0883G)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata-700071, **(26) GAINWELL SUPPLIERS PRIVATE LIMITED (PAN NO.AABCG1449D)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata-700071, **(27) ULEKH SALES AGENCY PRIVATE LIMITED (PAN NO. AAACU6422F)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata - 700071, **(28) S. N. TOWERS PRIVATE LIMITED (PAN NO.AANCS9529G)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata-700071, **(29) NATURAL TOWERS PRIVATE LIMITED (PAN NO.AADCN1893Q)**, a Company

incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata - 700071, **(30) LORD SINHA DEVELOPERS PRIVATE LIMITED (PAN NO.AABCL8279J)**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 9A, Lord Sinha Road, Kolkata-700071, all the above duly represented by its' Authorized Signatory **MANISH KUMAR SHARMA (PAN NO.ARKPS6486P)**, son of Sri M. K. Sharma working for gain at 9A, Lord Sinha Road, Kolkata-700071, hereinafter collectively referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, successors, legal representatives, nominee and assigns).

3.2 **SECOND PARTY/DEVELOPER:**

**M/S. KOLKATA HEIGHTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 and having its registered office at 9A, Lord Sinha Road, Kolkata 700 071, represented by Mukesh Kumar Sharma [**PAN NO. ARKPS6485Q**], son of Mahesh Kumar Sharma, working for gain at 9A, Lord Sinha Road, Kolkata - 700 071, hereinafter called and/or referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successor-in-interest and assigns).

4. **SHORT DESCRIPTION OF THE PREMISES AND TITLE OF OWNERS/FIRST PARTY.**



the First Schedule hereunder written and hereinafter referred to as the said premises.

- 5.2. The Owners have assured the Developer that the said Premises is free from all encumbrances and charges. It being expressly agreed and declared that in the event of there being any defect in title it shall be the responsibility and obligation of the owners to have the same remedied and/or cured at their own cost.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO** as follows:

6. **DEFINITIONS** in these presents unless contrary and/or repugnant thereto the expression used herein shall have the meaning as mention in the Fifth Schedule hereunder written.

7. **COMMENCEMENT**

- 7.1. This Agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of execution hereof.

- 7.2. Unless terminated in the manner as hereinafter appearing or by mutual consent this agreement shall remain in full force and effect until such time the said project is completed.

8. **FIRST PARTY/OWNERS' RIGHT AND REPRESENTATION**

- 8.1. At or before entering into this Agreement the Owners/First Party have assured, undertaken and represented the Developer as follows:-

- i) That the Owners are the absolute Owners having a clear marketable title of the entirety of the said Premises more fully described in the First Schedule hereunder written.
- ii) That the said premises more fully described in the First Schedule is free from all encumbrances charges, attachments, trusts whatsoever or howsoever.
- iii) The Owners are in uninterrupted and peaceful possession of the said premises without any interruption or disturbance and/or claim from any person and/or persons in any part or portion thereof.
- iv) That the Owners have not entered into any agreement for sale, transfer lease and/or development nor has created any interest of a third party into or upon the said premises or any part or portion thereof.
- v) That all municipal rates taxes and other outgoings payable in respect of the said premises will be paid by the Developer as well as other expenses relating to the project will be transferred and/or borne by the Developer.
- vi) The Owners have already mutated their names as owners of the said premises with the office of the Kolkata Municipal Corporation.
- vii) The said premises or any part thereof is at present is not effected by any requisition or acquisition or any alignment by any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings has been received.



- viii) Neither the said premises nor any part thereof has been attached and/or is liable to be attached under any decree or order of any court of law or due to Income Tax Revenue or any other Public Demand Recovery Act or any other Law in force.
- ix) There is no Wakf, tomb, mosque, burial ground, temple and/or any charge or encumbrances relating to or on the said premises or any part thereof.
- x) All expenses till date relating to the land and in connection therewith or credited in any Company will be adjusted internally between the Owners in equal share and Developer will not be responsible for the same.

8.2. Based on the aforesaid representations and the Developer is prima-facie satisfied as to the title of the Owners in respect of the said Premises excepting that in the event of there being any defect in title it shall be the obligation of the Owners to have the same remedied at the earliest.

## 9. **DEVELOPER'S RIGHTS**

9.1. In pursuance of the mutual obligations and also subject to the various terms and conditions herein contained and on the part of the Developer to be performed and observed the Owners have agreed to grant the exclusive right of development for commercial exploitation in respect of the said premises unto and in favour of the Developer to undertake development of the said premises whereby the Developer shall be entitled to undertake the said project and construct erect and complete the several blocks of the multistoried buildings having (G + upper floors) comprising of several self contained units apartments

and car parking spaces to be held and/or enjoyed independently of each other.

10. **PLAN/PERMISSIONS**

10.1. The Owners duly submitted before the Kolkata Municipal Corporation the building plan for sanction which has been duly approved by the Building Committee of the Kolkata Municipal Corporation. Building plan is likely to be sanction by the Kolkata Municipal Corporation soon (hereinafter referred to as the Plan). The Developer will make construction of new building and/or buildings on the said premises as per the sanction building plan with such modification in accordance with law. Developer shall engage and/or appoint Architect, Engineers and other agents for the said purpose and shall make payment of their fees and/or charges. The Developer undertakes that all future fees or other amounts payable in this connection will be paid by the Developer.

10.2. The Developer will take all steps to obtain all permissions approvals and/or sanctions as may be necessary and/or required for sanction of building plan and the Owners hereby agree and undertake to sign all papers and/or documents as may be necessary and/or required.

11. **SPACE ALLOCATION**

11.1. After the Building plan sanction by the Kolkata Municipal Corporation the Developer shall as per its desire allot in favour of the each of Owners a flat comprising an area of 2000 Sq.ft. super built up area out of the total area of the proposed building on the said premises together with the undivided proportionate share in common parts, portions, areas and facilities, more fully described in the Second Schedule hereunder written, excluding the Developer's Allocation. However, the Owners hereby

authorize the Developer to sale the Owners' allocation and pay the Owners net sale consideration within 30 days of such sale. In delay in payment of such sale price the Developer will pay interest @ 12% per annum for such delay. In case if any area of the Owners' allocation not sold the Developer will handover possession of the same to the Owners. For the purpose of identification of flat and minimum sale price to be decided by the parties and to be recorded accordingly in a separate sheet.

- 11.2. Developer shall complete the construction work of the new Building within 60 months from the date of commencement of work with a further grace period of six months, if required and Developer shall deliver the Owner's Allocation area as described in the Second Schedule hereunder written.
- 11.3. That the developer at its sole discretion shall be entitled to transfer or otherwise deal with the Developer's allocated area as mentioned in the Third Schedule hereinunder written in the new building.
- 11.4. That the Developer shall be entitled to register or transfer or assign its allocated portion to any third party and the Developer is entitled to enter into agreement for sale in respect of its allocation and further shall be entitled to receive all advances and full consideration from the said Developer's allocated area. The owners will be a Confirming Party to such Agreement for Sale of the Developer's area. It is made clear that the entire roof and roof right will exclusively belong to the Developer and the Developer at its own cost and expenses will be entitled to raise further construction which will exclusively belong to the Developer as Developer's allocation. Be it mentioned herein that the Owners shall have no liability and obligation as regard agreement for sale to be executed by and between the Developer

and intending purchasers and all such agreement which shall be entered into by the Developer in respect of the Developer's Allocation shall entirely be on account of the Developer and in no event the Owners shall be liable to make payment of any amount which may be claimed from any of the intending purchasers of the Developer's Allocation.

11.5. The Owners will execute and registered General Power of Attorney in favour of the Developer or its nominee or nominees to enable the Developer to do all acts as providing herein for the purpose of development, construction and sale and receive the earnest money and full consideration amount of the Developer's allocation of the said premises.

11.6. That the Owners undertake as per demand of Developer the Owners shall execute the Deed of Conveyance or Conveyances or any other deed of like nature of transfer in favour of the developer or its nominee or nominee at the cost of the Developer or its nominee or nominees and the owners agree to join as Vendors in the said Deed of Conveyance to be executed in respect of the transfer of the undivided proportionate share of the land attributable to the Developer's allocation in favour of the transferee and the Developer shall join as confirming party in the said Deed of Conveyance. The Developer shall be entitled to sale his allocation by virtue of the Power of Attorney executed by the owners in favour of the Developer. It being expressly agreed and declared that the Owners being Confirming Parties to the Agreements for Sale which may be entered into by the Developer with intending purchasers in respect of the Developer's Allocation are not assuming any liability and/or responsibility.

12. **NEW BUILDING:**

12.1. It is hereby expressly agreed by and between the parties hereto that for the purpose of this agreement the Developer shall have right and authority to enter into upon the said premises to undertake construction of the new building in accordance with plan which may be sanctioned by the authorities concerned and in connection therewith shall be entitled to :

- i) make necessary survey
- ii) cause the soil to be tested
- iii) prepare the site plan
- iv) prepare the building plan and cause the same to be submitted to the authorities for sanction.
- v) undertake the work of construction erection and completion of the said new building and/or buildings in accordance with the plan which may be sanctioned by the authorities concerned.

12.2. The said new building will be constructed erected and completed within a period of Sixty months from the date of commencement of work.

**13. OBLIGATION OF THE DEVELOPER AND INDEMNITY:**

13.1. The Developer shall :

- i) take such steps as are necessary to divert all pipes, wires, cables or other conducting media in, under or above the project or any adjoining or neighbouring premises which need to be diverted as a result of the development.
- ii) install all electricity, gas, water, telecommunications, lift services and surface and soil water drainage to the premises

and shall ensure that the same is connected directly to the mains.

iii) Serve such notices and enter into such agreements with statutory undertakings or other companies as may be necessary to install the services.

iv) The developer will give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said premises and pay all costs, fees and outgoings incidental to or consequential, or any such notice and indemnified the Owners from and against all costs charges claims actions suits and proceedings.

v) remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in constructions which may not be in accordance with the plan and has agreed to keep the Owners saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.

vi) remain responsible for any accident and/or mishap taking place while undertaking and also while constructing erecting and completing the said project and/or new building and/or buildings in accordance with the said plan and has agreed to keep the Owners save harmless and fully indemnified from and against all costs charges claims actions suit and proceedings.

vii) incur all costs charges and expenses for the purpose of constructing erecting and completing the said new buildings in accordance with the said plan.

viii) not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said premises or any part or portion thereof.

ix) Not to expose the Owners to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, Engineer including Municipal Tax, or any other type of taxes of the premises from this day and other charges as may be necessary and/or required for the purpose of construction erection and completion of the said project.

14. **INDEMNITY:**

i) That the Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or commission of the Developer in or relation to the construction of the said New building.

ii) At own cost and expenses the Developer hereby undertakes to keep the Owners indemnified against all actions, suits, costs and proceedings and claims that may arise out of the Developer actions with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect herein. For any matter raised under this clause, only developer will be responsible to solve the matter legally at its own cost and expenses.

15. **COMPLETION:**

15.1. Unless prevented by circumstances beyond the control of the Developer and/or circumstances amounting, to force majeure as hereinafter appearing the said project shall be constructed erected and completed within the period of five years from the date of commencement of work and in accordance with the said plan with modification if any with a further grace period of six

months (hereinafter referred to as the COMPLETION DATE). For the purpose of completion date the completion certificate as to be issued by Architect shall be final conclusive and binding on the parties and similarly the common facilities and/or utilities will also be completed.

15.2. The Developer will also obtain the Completion Certificate from the Kolkata Municipal Corporation.

16. **MISCELLENEOUS:**

16.1. The Owners and the Developer shall be entitled to enter into agreements for sale, transfer and/or long term lease in respect of their respective allocation but it shall be the obligation on the part of the Owners and Developer respectively to remain responsible whereby intending purchasers of their respective allocation of the parties hereto shall be liable to contribute and deposit with the Developer various amounts on account of proportionate share or contribution towards transformer and electric connections, H.T. and L.T. lines, deposits for electric meter, costs for stand by generator, cost for equipment and development, to be calculated by the Developer on per sq.ft. basis, maintenance deposits and documentation charges, sinking fund and Municipal rates and taxes etc. In the event of the Owners and/or the Developer deciding to retain any area or some units, apartments, constructed spaces and car parking spaces remain unsold then and in that event the Owners and Developer shall be liable to pay and contribute the proportionate amounts as stated hereinabove at the same rate as to be charged from intending purchasers.

16.2. The Developer shall be responsible and remain in possession for overall day today management of the said project.



- 16.3. All the intending purchaser of both the owner's and Developer's allocation area will be liable to pay the Service Taxes and/or any other taxes as may be imposed or payable by the statutory authority and deposit the same to the Developer.
- 16.4. Any intending flat purchasers can create a charge or mortgage in respect of area/Unit intending to purchase to any Bank or financial Institution or private financiers to obtain loan and in such cases the Owners will give full cooperation and allow inspection of the originals and sign such papers as may be required by the Bank or Financial Institution or Private Financiers. However it is made clear that Owners will under no circumstances will be liable to pay such loans or any portion thereof.
- 16.5. The Developer shall be entitled to create a charge or mortgage in respect of the entire premises and can obtain loan and/or construction loan from any Bank or Financial Institution or Private Financiers and in such cases the Owners will give full cooperation and allow inspection of the originals and sign such papers as may be required by the Bank or Financial Institution or Private Financiers.
- 16.6. **AND IT IS HEREBY EXPRESSLY AGREED BY AND BETWEEN** the parties hereto that the Developer shall be entitled to enter into agreements for sale, transfer and/or lease in respect of the Developer's allocation in its own name and it will not be obligatory for the Owners to be confirming parties and in any event by this Agreement the owners and each one of them hereby consent to the same.
- 16.7. All disputes, and differences arising out of or in relation this agreement shall be referred to Sole Arbitrator to be appointed by

the Advocate for the Project under the provision of Arbitration and Conciliation Act, 1996 or any statutory modification thereof for the time being to force.

16.8. Courts of Kolkata alone shall have the jurisdiction to entertained try all action, suits, proceedings arising out of this agreement.

17. **OWNERS' OBLIGATIONS:**

The Owners have agreed:

- i) To co-operate with the Developer in all respect for development of the said premises in term of this agreement.
- ii) To execute all deeds documents and instruments as may be necessary and/or required from time to time.
- iii) For the purpose of obtaining all permissions approvals and/or sanctions to sign and execute all deeds documents and instruments as may be necessary and/or required to enable the Developer undertake construction of the project and/or Buildings in accordance with the said plan.
- iv) To execute General Power of Attorneys in favour of the Developer or its nominee and/or nominees and also execute and registered General Power of Attorney to enable Developer to register Deed of Conveyance Agreement for Sale etc..
- v) To execute the Deed of Conveyance/Lease in favour of the intending purchaser acquiring units apartments constructed spaces and car parking spaces forming part of the DEVELOPER'S ALLOCATION.

**PROCEDURE.**

- 17.1 The Owners shall execute and registered a General Power of Attorney in favour of the Developer and/or its nominee and/or nominee as may be required for the purpose of obtaining necessary permission approvals and sanctions from different authorities in connection with the construction of the said new buildings and also for pursuing and following up the matter with the Kolkata Municipal Corporation, Urban Land (Ceiling and Regulation) Act, 1976, Fire Department, West Bengal Building (Construction and Transfer) by promoter Act, Pollution, Kolkata Tikha Tenant authorities and Environment Control Authorities, Directorate of Electricity, for obtaining Lift Licence, Permission for Generator, for obtaining Sewerage Connection, Water, Electricity supply and/or modification and changes of the plan and for obtaining the completion and Occupancy Certificates and other Authorities for booking and/or entering into agreement for sale, Deed of Conveyance. It is clarified the Developer is entitled to receive and appropriate all the amounts received in respect of the Developer's allocation area and other area entitle to and the Owners have no claim over the same.
- 17.2 It is agreed that the Developer shall be entitled to appoint Advocates, Chartered Accountants, Experts, Engineers, Architects, Employees, Workmen, Contractors and others and also to commence prosecute and defend all suits actions and proceedings, civil criminal and revenue, and including arbitration proceedings, and enter into and enforce all agreements that have been made or will be made by the Developer in its capacity for self and on behalf of the Owners at its own costs and expenses and also take all steps in connection with matters of development of the said premises and construction of the building at the said premises and for recovery of physical possession and all claims, monies, by and

against all parties relating to the matters of development and construction at the said premises and also to sign, verify, deliver, reverify all pleadings, complaints, written statements, affidavits, petitions, vakalatnamas, warrants of attorney and other applications, execution applications, memorandum of appeals, cross objections, agreements or reference to arbitration, statements of claims, statement in reply, counter statement from time to time and confess judgements and accept arbitration decisions.

17.3 The owners hereby authorized the Developer to sale the Owner's allocation at its sole discretion but the sale price of the owner's allocation will be paid to the owners according to their ownership ratio.

18. **BUILDING:**

18.1. The Developer shall at its own costs construct erect and complete the Project on the said premises in accordance with the sanctioned plan as per the specifications described in the Fourth Schedule hereunder written and the common facilities and amenities hereinbefore mentioned with first class materials as may be certified by the Architect of the said Project and the same shall be completed within the said Completion date.

18.2. Subject as foresaid the decision of the Architect regarding the quality of the materials shall be final and binding between the parties hereto and the said project will be constructed erected and completed in accordance with the specifications details

whereof are mentioned in the Fourth Schedule hereunder written.

- 18.3. It is made clear that the Owners/Developer and/or all unit buyers thereof shall share in common the proportionate charges for payments, deposits made to CESC Ltd. for H.T./L.T.Line charges, all cable installations, charges, transformer, meters, sub-meters and cables and their installation charges and accessories and payment in respect thereof shall be made to the Developer. In case if there is delay in installation of the Transformer or providing Electric connection by the Authority concerned the Developer will not be default for such period, if the Developer has applied and completed all the formalities as required by CESC Ltd. but shall be responsible for obtaining such electric connections.
- 18.4. It being further agreed that the Developer by virtue of such Power of Attorney shall not incur nor expose the Owners or any one of them to any liability and in any event has agreed to keep the Owners and each one of them saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings arising therefrom.
- 18.4.1. While carrying out the work of construction the Developer shall take all necessary precautions and in the event of any accident and/or mishap taking place or in the event of any deviation and/or unauthorized construction being made then and in that event the Developer alone shall be fully responsible and has agreed to keep the Owners and each one of them saved harmless and fully indemnified from and

against all costs charges claims actions suits and proceedings arising therefrom.

18.5. The Developer shall at its own costs and expenses and without creating any financial and other liability on the Owners construct and complete the Project and various units and/or apartments therein in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by the Developer as per specification described in the Fourth Schedule hereunder.

18.6. All costs charges and expenses including Architect's Structural Engineers' fees shall be discharged by the Developer and the Owners shall bear no responsibility in this context.

18.7. The Owners undertakes not to cause any obstruction or interference in the Developer continuing with the construction erection and completion of the said Project as well as ensure that no one else claiming any-right title interest through or on behalf of the Owners will obstruct or create any problem or difficulty in such construction.

19. **DOCUMENTATION :**

19.1. All Agreements deed and documents to be entered into by the Developer hereto and/or the intending purchasers of units etc as well as other necessary documents shall be prepared by Awani Kumar Roy, Advocate of this project.

20. **MAINTENANCE & HOLDING ORGANISATION :**

20.1. The Developer shall maintain the constructed area and project and shall keep the same in good and habitable conditions and shall not do or allow to be done any thing in or to the Premises and/or the common portions of the new Buildings which may be

against the law or which will cause obstruction or interference to the user of such common portions.

20.2. For the purpose of maintenance, management and administration of the New Buildings and the Premises and rendition of the services in common to the Unit owners of the New Buildings and doing all other acts, deeds and things for the common purposes, Developer shall form or cause to be formed an Association or Society or Syndicate or Company hereinafter called "**the HOLDING ORGANISATION**" of the unit owners. All the unit owners shall be obliged to become and shall be made the members of such Holding Organization, as early as possible.

20.3. All the units owners (including the Owners and the Developer herein) shall be made to agree to bear and pay proportionate share of the Common Expenses, maintenance charges, municipal rates and taxes and other outgoings in respect of their respective unit to such Holding Organization or the persons or agency for the time being given the responsibility for the same by the Developer, with effect from the notice of delivery of possession to the Unit Owners.

20.4. Developer will frame the rules and regulations of the Holding organization regarding user, maintenance management upkeep and administration of the New Building, taking of deposits on account of maintenance charges, common expenses, municipal rates and taxes etc. from the Unit Owners, payment of Common Expenses/ Maintenance charges municipal rates and taxes etc. and other common purposes.

21. **MISCELLANEOUS :**

21.1. The New Buildings shall be known by such name as may be decided by the Developer.

- 21.2. This Agreement is being entered into purely on principal to principal basis. Nothing contained herein is intended to nor shall be construed as a partnership between the Owners and the Developer and shall not constitute an association of persons.
- 21.3. The Owners undertake and assure that they shall not sell transfer encumber in any manner or deal with the premises.
- 21.4. The Owners or the Developer as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of a force Majeure and shall be suspended for the duration of the force majeure.
- 21.5. It is understood that from time to time to enable the development of premises by the Developer, various acts, deeds, matter and things not herein specifically referred may be required to be done by the Developer for which the Developer may require the authority of the Owners and various applications and other documents may be required legally to be signed or made by the Owners relating to which no specific provision has been made herein. The Owners hereby authorize and empower the Developer to do all such acts, deeds, matters and things and undertake forthwith upon being required by the Developer in this behalf to execute any such additional power or powers of attorney and/or other authorization as may be legally required by the Developer for the purpose of the project as also undertake to sign and execute all such additional applications and other documents as may be required for the purpose of the project.



21.6. Any notice required to be given by the any party to the other party shall, without prejudice to any other mode of service available, be deemed to have been served if delivered by hand or sent by registered post with acknowledgement due to the hereinbefore stated address of the party to whom it is addressed or to such other address as be informed by the party concerned in writing from time to time.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**ALL THAT** the piece and parcel of land together with the various structures standing thereon containing an area approx 10 Bighas 10 Cottahs 14 Chittacks 18 Sq.ft. of lands lying and situate in Mouza - MADURDAH (Madurdaha), C.S. Dag No. 448 and 450, R.S. Dag No. 445 & 457, P. S. - Kasba, District - South 24 - Paraganas, Municipal Premises No. 761, Madurdaha, Kolkata - 700 105, within Ward No. 108 of the Kolkata Municipal Corporation.

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**OWNERS ALLOCATION**

**ALL THAT** an aggregate 60,000 Sq.ft. super built up out of the total built up area of the proposed building on the said land to be allotted to the Owners (each having 2000 Sq.ft. super built up) or as per the desire of the Developer, together with the undivided proportionate share in common parts, portions, areas and facilities, excluding the Developer's Allocation.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**DEVELOPER'S ALLOCATION**

**ALL THAT** the balance remaining constructed area together with all Open Space and Common area Car Parking Space and

facilities and roof with right to further construction in the proposed building together with balance share in the land measuring an area of 10 Bighas 4 Cottahs 3 Chittacks 24 Sq.ft. morefully described in the First Schedule hereinabove written.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(Description of the Construction which may be modified as per sole discretion of the Developer)**

Structure	:	RCC Structure
Doors Frames	:	Malaysian Sal Door Frames phynol bounded
Doors	:	30 mm thick ISI Mark Flush Doors
Main Door	:	35 mm with One side teak Veneer
Windows	:	Aluminum Sliding Windows
CP Fittings	:	Essco or Equivalent.
Sanitary War	:	Standard Sanitary Fittings of Hindware or equivalent make.
Plumbing	:	All material used of ISI mark
Electric Fittings	:	Copper wires, MCB & DB of Havell's or equivalent make.
Switches	:	Modular Switches.
Kitchen	:	Black granite Counter & Steel Sink with 2ft. hight Glaze Titles over the Kitchen platform.
Toilet	:	Glazed tiles with border upto 7 ft. height/non skid Flooring after proper water proofing treatment.
Elevator	:	Passenger standard Elevator.
Flooring	:	Vitrified Tiles.
Walls	:	Brick built walls with both side plaster. All inside walls finished with POP.

Roof	:	Crazy Mosaic after proper water treatment.
Stair	:	Kota Stone with Marble Designed Railing with Wooden Top.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**DEFINITION**

1. **OWNERS** shall mean (1) Companion Traders Private Limited, (2) Compass Vinimay Private Limited, (3) Brightex Merchants Private Limited, (4) Citiline Vyapaar Private Limited, (5) Apurva Commo Trade Private Limited, (6) Anjani Marketing Private Limited, (7) Ajanta Dealers Private Limited, (8) Kusum Agents Private Limited, (9) Laxmi Tradecom Private Limited, (10) Milestone Distributors Private Limited, (11) Neptune Dealers Private Limited, (12) Nutshell Marketing Private Limited, (13) Oracle Commerce Private Limited, (14) Purbasa Merchants Private Limited, (15) Gentex Commerce Private Limited, (16) Jetage Vinimay Private Limited, (17) Symphony Commodities Private Limited, (18) Solidex Vinimay Private Limited, (19) Frontrade Vinimay Private Limited, (20) Goodwin Sales Agency Private Limited, (21) Goodwill Vinimay Private Limited, (22) Finetrade Sales Agencies Private Limited, (23) Gentex Trading Private Limited, (24) Integral Vinimay Private Limited, (25) Dignity Traders Private Limited, (26) Gainwell Suppliers Private Limited, (27) Ulekh Sales Agency Private Limited, (28) S. N. Towers Private Limited, (29) Natural Towers Private Limited and (30) Lord Sinha Developers Private Limited and their respective heirs, executors, administrators, legal representatives and assigns.
2. **DEVELOPER** shall mean **KOLKATA HEIGHTS PRIVATE LTD.**, a company incorporated under the Companies Act, 1956 having

its registered office at 9A, Lord Sinha Road, Kolkata - 700 071 and its successor or successor-in-interest or assignee.

3. **TITLE DEED** shall mean the Deeds relating to title of the said premises including Mutation, tax receipt etc..
4. **PREMISES** shall mean all that the piece and parcel of revenue redeemed land containing an area of 10 Bighas 4 Cottahs 3 Chittacks 24 Sq.ft. be the same a little more or less all situated in New Municipal Premises No.761, Madurdah, Kolkata-700107, (more fully and particularly mentioned and described in the First Schedule hereunder written.
5. **NEW BUILDING/BUILDINGS** shall mean and include the proposed block of building or buildings to be constructed erected and completed by the Developer in accordance with the map or plan to be sanctioned by Kolkata Municipal Corporation on the said premises or any modification thereof.
6. **COMMON FACILITIES AND AMENITIES** shall mean and include all areas and utilities in the said Project which has not been specifically allotted or sold and shall be common for all the Unit holders and all the its expenses including those in maintenance, operation, repairing, renovating, painting, rebuilding, reconstructing, decorating, replacing and administration shall be borne by the owners of each individual unit in the complex proportionately.
7. **SALEABLE SPACE** shall mean the all constructed space of the entire area whether sold or not and rights in size, location advantage and marked value of the said Project and/or Buildings forming part of the said premises available in such part or size or dimension for independent use and occupation

and will include the undivided impartible proportionate share in all common parts, portions, lands areas and facilities after making due provisions for the space required for common facilities and amenities.

8. **OWNER'S ALLOCATION** shall mean an aggregate 60,000 Sq.ft. super built up (2000 Sq.ft. super built up area to each one of the Owner) out of the total of the total constructed area in the new building to be constructed over the land morefully described in the **FIRST SCHEDULE** hereinabove written which are allocable to the Owners in terms of this agreement **TOGETHER WITH** the undivided proportionate share in the land comprised in the said premises and attributable thereto more fully described in the Second Schedule hereunder written, excluding the Developer's Allocation.
9. **DEVELOPER'S ALLOCATION** shall mean the balance of the total constructed area in the new building to be constructed over the land morefully described in the **FIRST SCHEDULE** hereinabove written which are allocable to the Developer interms of this agreement comprising of various flat/units/apartments, roof, constructed spaces, open spaces and/or Car Parking Spaces both open and covered **TOGETHER WITH** the undivided proportionate share in the land comprised in the said premises and attributable thereto mention in the First Schedule **AND TOGETHER WITH** the undivided proportionate share in all common parts portions areas and facilities including location, advantage and market value more fully describe in the Third Schedule hereinabove Written.
10. **ARCHITECT** shall mean the person or persons who may be appointed by the Developer for designing and planning of the said Project.

11. **BUILDING PLAN** would mean such plan or plans prepared by the Architect for the construction of the said Project to be sanctioned by the Kolkata Municipal Corporation together with any modifications and/or alterations and/or renewal which may be necessary and/or required.
12. **PROJECT** shall mean the Project undertaken by the Developer on the said premises to be constructed erected and completed in the buildings to have various self contained units apartments and car parking spaces capable of being held and/or enjoyed independently of each other.
13. **SPECIFICATION** shall mean the specifications required for the purpose of construction of the said New Buildings or Commercial Project as described in the **FOURTH SCHEDULE** hereinabove written.
14. **PROJECT ADVOCATE** - shall mean Awani Kumar Roy, Advocate of 10, Kiran Shankar Roy Road (First Floor), Kolkata - 700 001.
15. **TRANSFER** with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multi storied building to the intending purchasers/ Lessee/ Tenants.
16. **TRANSFeree** shall mean a person firm, limited company, association of persons to whom any space in the said Project has been transferred.
17. Words importing singular shall include plural and vice versa.

18. Words importing masculine gender shall include Feminine and Neuter genders like wise words imparting feminine general shall include masculine and neuter genders and similarly words imparting Neuter gender shall include masculine and feminine genders.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

Short description of the Title Deeds by which COMPANION TRADERS PRIVATE LIMITED & 29 ORS. became the Owners in respect to approx 10 Bighas 10 Cottahs 14 Chittacks 18 Sq.ft. of lands lying and situate in Mouza - MADURDAH (Madurdaha), C.S. Dag No. 448 and 450, R.S. Dag No. 445 & 457, P. S. - Kasba, District - South 24 - Paraganas, Municipal Premises No. 761, Madurdaha, Kolkata - 700 105, within Ward No. 108 of the Kolkata Municipal Corporation.

1. By a registered deed of Conveyance made on 20.09.2010 made by and between Smt. Shukti Subhra Pradhan, therein referred to as the Vendor of the One Part and Companion Traders Private Limited & Others therein collectively referred to as the Purchasers of the Other Part and registered at the office of District Sub Registrar III South 24-Paraganas in Book No. I, C. D. Volume No. 13, Pages No. 8167 to 8205, Being No. 07100 for the year 2010, the Vendor therein sold and conveyed to the Purchasers therein on the terms & conditions as mention therein ALL THAT the piece and parcel of land having an area a 3 Cottahs 15 Chittacks 17 Sq.ft. (including Open Land) being demarcated as plot No. 9A situated in C. S. Dag No. 448, R.S. Dag No. 455, C.S. Khatian No. 133, R.S. Khatian No. 189, Mouza - MADURDAH (Madurdaha), District 24 Parganas (South), P.S. - Tiljala, Touzi No. 2998, Re Sa - 212, J. L. No. 12, Mouza - MADURDAH (Madurdaha) within Ward No. 108 of Kolkata Municipal Corporation.

2. By a registered Deed of Conveyance dated 22.09.2010 made by and between Sri Jayanta Dey therein referred to as Vendor of the One Part and Companion Traders Pvt. Ltd. & Others therein collectively referred to as the Purchasers of the Other Part and registered in the office of Additional District Sub - Registrar at Sealdah in Book No. 1, C. D. Volume No. 8 Pages 1939 to 1977, Being No. 02782 for the year 2010 the Vendor therein duly sold and conveyed to the Purchasers therein ALL THAT the piece and parcel of land having an area of 4 Cottahs and 36 Sq.ft. (including open land) being demarcated as Plot No. 44, situated at Mouza - MADURDAH (Madurdaha), C. S. Dag No. 448, R.S. Dag No. 455, C.S. Khatian No. 133, R.S. Khatian No. 189, District : 24 Parganas (South), P. S. Tiljala, Touzi No. 2998, Re Sa No. 212, J.L. No. 12 Mouza - MADURDAH (Madurdaha) within the Ward No. 108, of Kolkata Municipal Corporation.
3. By a registered Deed of Conveyance made on 22.09.2010 made by and between Sri Debrup Majumder, therein referred to as the Vendor of the One Part and Companion Traders Private Limited and Others therein collectively referred to as the Purchasers of the Other Part and registered at the office of Additional District Sub - Registrar at Sealdah in Book No. 1, C. D. Volume No. 6, Pages No. 4335 to 4373 Being No. 02783 for the year 2010, the Vendor therein sold and conveyed to the Purchasers therein ALL THAT the piece and parcel of land having an area of 3 Cottahs 12 Chittacks 21 Sq.ft. (including open land) being demarcated as Plot No. 1A situated in Mouza - MADURDAH (Madurdaha) C. S. Dag No. 448, R.S. Dag No. 455, C.S. Khatian No. 133, R.S. Khatian No. 189, District 24 Parganas (S) P.S. Tiljala, Touzi No. 2998, Re Sa 212, J.L. No. 12, having the Municipal Premises No. 589, MADURDAH (Madurdaha) within Ward No. 108 of Kolkata Municipal Corporation.



4. By a registered Deed of Conveyance dated 22.09.2010 made by and between Sri Subhas Chandra Halder therein referred to as the Vendor of the One Part and Companion Traders Private Limited & Others therein collectively referred to as the Purchasers of the Other Part and registered in the office of Additional District Sub- Registrar at Sealdah in Book No. 1, C.D. Volume No. 6, Pages 4257 to 4295 being No. 02780 for the year 2010, the Vendor therein duly sold and conveyed to the Purchasers therein ALL THAT the piece and parcel of land, having an area of 3 Cottahs 8 Chittacks 28 Sq.ft. being demarcated as Plot No. 3 situated in C. S. Dag No. 448, R.S. Dag No. 455, C.S. Khatian No. 133, R.S. Khatian No. 189, at Mouza MADURDAH (Madurdaha) District : 24 Parganas (South) P.S. Tiljala, Touzi No. 2998, Re Sa - 21'2, J.L. No. 12, Mouza - MADURDAH (Madurdaha).
  
5. By a registered Deed of Conveyance made on 22.09.2010 made by and between Sri Rana Dutta therein referred to as the Vendor of the One Part and Companion Traders Private Limited and Others therein collectively referred to as the Purchasers of the Other Part and registered at the office of Additional District Sub Registrar at Sealdah in Book No. 1, C.D. Volume No. 6 Pages 4296 to 4334 Being No. 02781 for the year 2010 the Vendor therein sold and conveyed to the Purchasers therein ALL THAT the piece and parcel of land having an area of 3 Cottahs 13 Chittacks 5 Sq.ft. (including open land) being demarcated as Plot No. 2 situated in C. S. Dag No. 448, R.S. Dag No. 455, C.S. Khatian No. 133, R.S. Khatian No. 189, Mouza - MADURDAH (Madhrdaha) District : 24 Parganas (S) P.Tiljala, Touzi No. 2998, Resa - 212, J.L. No. 12, Mouza - MADURDAH (Madhurdaha) within Ward No. 108 of Kolkata Municipal Corporation.

6. By a registered Deed of Conveyance dated 24.09.2010 made by and between Sri Arun Kumar Das Bakshi, therein referred to as the Vendor of the One Part and Companion Traders Private Limited & Others, therein collectively referred to as the Purchasers of the Other Part and registered at the office of the Additional District Sub - Registrar at Sealdah, in Book No. I, C.D. Volume No.7, Pages- 6119 to 6154, Being No. 02840 for the year 2010, the Vendor therein duly sold and conveyed to the Purchasers therein ALL THAT piece and parcel of land measuring about 3 Cottahs 8 Chittacks 7 Sq.ft. including the open land demarcated as Plot No. 19 being part of the Municipal Premises No.654, Madurdaha, C. S. Dag No. 448, R.S. Dag No. 455, C.S. Khatian No. 133, R.S. Khatian No. 189, Touzi No. 2998, P.S. No. 212, J.L. No. 12, MADURDAH (Madurdaha), Kolkata - 700 099 with Ward No. 108 of Kolkata Municipal Corporation District - 24 Parganas (South) P.S. Tiljala.
7. By a registered Deed of Conveyance dated 24.09.2010 made by and between Smt. Dipti Sen, wife of Sri Nirojananda Sen, therein referred to as the Vendor of the One Part and Companion Traders Private Limited & Others, therein collectively referred to as the Purchasers of the Other Part and registered at the office of the Additional District Sub - Registrar at Sealdah, in Book No. I, C. D. Volume No.7, Pages- 6155 to 6190, Being No. 02841 for the year 2010, the Vendor therein duly sold and conveyed to the Purchasers therein ALL THAT piece and parcel of land demarcated as Plot No. 20, having an area of 4 Cottahs including the open land Mouza - MADURDAH (Madurdaha), situated at C. S. Khatian No. 133, R.S. Khatian No. 189, C. S. Dag No. 448, R.S. Dag No. 455, Touzi No. 2998, R. S. No. 212, J.L. No. 12, P.S. - Tiljala being Municipal Premises No. 1368 Madurdaha within Ward No. 108 of Kolkata Municipal Corporation.

8. By a registered Deed of Conveyance made on 24.09.2010 by and between Sri Utpal Daptari therein referred to as Vendor of the One Part, and Companion Traders Pvt. Ltd. & Others therein collectively referred to as the Purchasers of the Other Part and registered in the office of Additional District Sub – Registrar at Sealdah in Book No. I, C. D. Volume No. 7, Pages No. 6191 to 6227 Being No. 02842 for the year 2010 the Vendor therein duly sold and conveyed to the Purchasers therein ALL THAT the piece and parcel of land having an area of 3 Cottahs 9 Chittacks 31 Sq.ft. (including open land) being demarcated as Plot No. B/12, presently Plot No. 27, situated at Mouza – MADURDAH (Madurdaha), C. S. Dag No. 448, R.S. Dag No. 455, C.S. Khatian No. 133, R.S. Khatian No. 189, District : 24 Parganas (South), P. S. Tiljala, Touzi No. 2998, Re Sa No. 212, J.L. No. 12 Mouza – MADURDAH (Madurdaha) within the Ward No. 108, of Kolkata Municipal Corporation.
  
9. By a registered Deed of Conveyance dated 24.09.2010 made by and between i) Smt. Soma Chowdhury, ii) Smt. Ruma Dey, iii) Smt. Uma Tandon (Chowdhury) therein collectively referred to as the Vendors of the One Part and Companion Traders Private Limited & Others therein collectively referred to as the Purchasers of the Other Part and registered in the office of Additional District Sub – Registrar at Sealdah in Book No. I, C.D. Volume No. 7 Pages No. 6264 to 6301 Being No. 02844 for the year 2010 the Vendors therein for the consideration mention therein duly sold and conveyed to the Purchasers therein ALL THAT the piece and parcel of land having an area of 3 Cottahs 30 Sq.ft. (including open land) being demarcated as Plot No. 14, situated at Mouza – MADURDAH (Madurdaha), C. S. Dag No. 448, R.S. Dag No. 455, C.S. Khatian No. 133, R.S. Khatian No. 189, District 24 Parganas (South) P.S. Tiljala, Touzi No. 2998,

Re Sa No. 212 J.L. No. 12, within the Ward No. 108 of Kolkata Municipal Premises.

10. By a registered Deed of Conveyance dated 25.09.2010 made by and between Sri Nirojananda Sen therein referred to as the Vendor of the One Part and Companion Traders Private Limited & Ors. therein collectively referred to as the Purchasers of the Other Part and registered at the Office of Additional District Sub-Registrar at Sealdah in Book No. I, C.D. Volume No. 7, Pages 6228 to 6263, Being No. 02843 for the year, 2010, the Vendor therein duly sold and conveyed to the Purchasers therein ALL THAT piece and parcel of land having an area of 3 Cottahs 3 Chittacks 9 Sq.ft. (including the open land) being demarcated as Plot No. 21, situated at Mouza-MADURDAH(Madurdaha), C. S. Dag No. 450, R.S. Dag No. 457, C.S. Khatian No. 58, R.S. Khatian No. 46, District - 24 Parganas (South), P.S. - Tiljala, Touzi No. 2998, Resa No. 212, J.L. No. 12, being Municipal Premises No. 1369, Madurdah situated at Mouza MADURDAH (Madurdaha), within Ward No. 108 of Kolkata Municipal Corporation.
11. By a registered Deed of Conveyance dated 05.10.2010 made by and between Smt. Jharna Bakshi, therein referred to as the Vendor of the One Part and Companion Traders Private Limited & Others, therein collectively referred to as the Purchasers of the Other Part and registered at the office of the Additional District Sub - Registrar at Sealdah, in Book No. I, C.D. Volume No.7, Pages- 6302 to 6337, Being No. 03067 for the year 2010, the Vendor therein duly sold and conveyed to the Purchasers therein ALL THAT piece and parcel of land measuring about 3 Cottahs 8 Chittacks 7 Sq.ft. including the open land being demarcated as Plot No. 16 being part of the Mouza Madurdaha, P.S. - Tiljala, C. S. Khatian No. 133, R.S. Khatian No. 189, C. S.

Dag No. 448, R. S. Dag No. 455, Touzi No. 2998, R. S. No. 212, J.L. No. 12.

12. By a registered Deed of Conveyance dated 05.10.2010 made by and between Smt. Purabika Ghosh therein referred to as the Vendor of the One Part and Companion Traders Private Limited & Ors. therein collectively referred to as the Purchasers of the Other Part and registered at the Office of Additional District Registrar Sealdah in Book No. I, C. D. Volume No. 7, Pages 6338 to 6373, Being No. 03068 for the year, 2010, the Vendor therein duly sold and conveyed to the Purchasers therein ALL THAT piece and parcel of land measuring 3 Cottahs 1 Chittack 19 Sq.ft. including the open land all situated at Plot No. 32, in C. S. Dag No. 448, R.S. Dag no. 455, C. S. Khatian No. 133, R.S. Khatian No. 189, Touzi No. 2998, Resa No. 212, J.L. No. 12, Municipal Premises No. 704, MADHURDAH (Madurdaha), P.S. - Tiljala, District - 24 Parganas (South) within Ward No. 108 of Kolkata Municipal Corporation.
  
13. By a registered Deed of Conveyance dated 05.10.2010 made by and between Sri Manikratan Dutta, therein referred to as the Vendor of the One Part and Companion Traders Private Limited & Ors. therein collectively referred to as the Purchasers of the Other Part and registered at the Office of Additional District Sub-Registrar at Sealdah in Book No. I, C.D. Volume No. 7, Pages 6374 to 6408, Being No. 03069 for the year, 2010, the Vendor therein duly sold and conveyed to the Purchasers therein ALL THAT piece and parcel of land measuring 1 Bigha 4 Chittacks and 20 Sq.ft. including the open land all situated at Plot No. 37, 38, 39, 40 and 41 in C.S. Dag No. 448, R.S. Dag No. 455, C.S. Khatian No. 133, R.S. Khatian No. 189, Touzi No. 2998, Resa. 212, J.L. No. 12, Mouza -Madurdaha, P.S. Tiljala,

District - 24 Parganas (South) within Ward No. 108 of Kolkata Municipal Corporation.

14. By a registered Deed of Conveyance dated 8.10.2010 made by and between Smt. Sukriti Deb, therein referred to as the Vendor of the One Part and Companion Traders Private Limited & Others, therein collectively referred to as the Purchasers of the Other Part and registered at the office of the Additional District at Sealdah, in Book No. I, C.D. Volume No.7, Pages- 4726 to 4763, Being No. 03103 for the year 2010, the Vendor therein duly sold and conveyed to the Purchasers therein ALL THAT piece and parcel of land demarcated as Plot No. 12 having an area of 3 Cottahs 8 Chittacks 28 Sq.ft. including the open land situated at Municipal Premises No. 694, MADURDAH (Madurdaha), C. S. Khatian No. 133, R.S. Khatian No.189, C.S. Dag No. 448, R.S. Dag No. 455, Touzi No. 2998, R. S. No. 212, J. L. No. 12, P. S. Tiljala within the Ward No. 108 of Kolkata Municipal Corporation.
  
15. By a registered Deed of Conveyance dated 08.10.2010 made by and between Major Tapan Ghosh, son of Late Dharendra Kumar Ghosh, therein referred to as the Vendor of the One Part and Companion Traders Private Limited & Ors. therein collectively referred to as the Purchasers of the Other Part and registered at the Office of Additional District Sub-Registrar at Sealdah in Book No. I, C.D. Volume No. 7, Pages 4764 to 4801, Being No. 03104 for the year, 2010, the Vendor therein duly sold and conveyed to the Purchasers therein ALL THAT piece and parcel of land measuring about 3 Cottahs 8 Chittacks and 7 Sq.ft. including the open land all situated at Plot No. 25 in C.S. Dag No. 448, R.S. Dag No. 455, C.S. Khatian No. 133, R.S. Khatian No. 189, Touzi No. 2998, Resa. 212, J.L. No.12, Mouza - Madurdaha, P.S. Tiljala, District - 24 Parganas (South) within

Ward No. 108 under the limits of Kolkata Municipal Corporation.

16. By a registered Deed of Conveyance dated 8.10.2010 made by and between Smt. Rupa Nandi, therein referred to as the Vendor of the One Part and Companion Traders Private Limited and Others therein collectively referred to as the Purchasers of the Other Part and registered in the office of Additional District Sub Registrar at Sealdah in Book No. 1, C. D. Volume No. 7, Pages 4802 to 4838, Being No. 03105 for the year 2010, the Vendor therein duly sold and conveyed to the Purchasers therein ALL THAT the piece and parcel of land having an area of 3 Cottahs 8 Chittacks 7 Sq.ft. being demarcated as Plot No. 24 (including open land) situated at Mouza - MADURDAH (Madurdaha) District - 24 Parganas (South) P. S. Tiljala, Touzi No. 2998, Re Sa No. 212, J.L. No. 12, Municipal Premises No. 687 MADURDAH (Madurdaha) C. S. Khatian No. 133, R. S. Khatian No. 189, C. S. Dag No. 448, R. S. Dag No. 455 within the Ward No. 108 of Kolkata Municipal Corporation.
  
17. By a registered Deed of Conveyance dated 08.10.2010 made by and between Smt. Rita Deb, therein referred to as the Vendor of the One Part and Companion Traders Private Limited & Others, therein collectively referred to as the Purchasers of the Other Part and registered at the office of the Additional District Sub - Registrar at Sealdah, in Book No. 1, C. D. Volume No.7, Pages-4839 to 4876, Being No. 03127 for the year 2010, the Vendor therein duly sold and conveyed to the Purchasers therein ALL THAT piece and parcel of land demarcated as Plot No. 15 measuring about 3 Cottahs 13 Chittacks 12 Sq.ft. situated at C. S. Khatian No. 133, R.S. Khatian No. 189, C. S. Dag No. 448, R. S. Dag No. 455, Touzi No. 2998, J.L. No. 12, Resa 212, Mouza - Madurdaha, P.S. Tiljala being Municipal Premises No.

688 Madurdah within the Ward No. 108 of Kolkata Municipal Corporation.

18. By a registered Deed of Conveyance made on 12.10.2010 made by and between Smt. Bharati Mitra therein referred to as the Vendor of the One Part and Companion Traders Pvt. Ltd. & Others therein collectively referred to as the Purchasers of the Other Part and registered in the office of Additional District Sub Registrar at Sealdah in Book No. 1, C. D. Volume No. 7, Pages 4877 to 4911 Being No. 03128 for the year 2010, the Vendor therein duly sold and conveyed to the Purchasers therein ALL THAT the piece and parcel of land having an area of 3 Cottahs 6 Chittacks 32 Sq.ft. (including the open land), being demarcated as Plot No. 10, situated at Mouza - MADURDAH (Madhurdaha), C. S. Khatian No. 133, R.S. Khatian No. 189, C. S. Dag No. 448, R. S. Dag No. 455 within the Ward no. 108 of Kolkata Municipal Corporation .
  
19. By a registered Deed of Conveyance dated 12.10.2010 made by and between Smt. Tripti Banerjee, therein referred to as the Vendor of the One Part and Companion Traders Private Limited & Others, therein collectively referred to as the Purchasers of the Other Part and registered at the office of the Additional District Sub - Registrar at Sealdah, in Book No. 1, C. D. Volume No.7, Pages- 4912 to 4949, Being No. 03129 for the year 2010, the Vendor duly sold and conveyed to the Purchasers therein ALL THAT piece and parcel of land measuring about 3 Cottahs 7 Chittacks 9 Sq.ft. including open land being Plot No. 11 situated at C. S. Khatian No. 133, R.S. Khatian No.189, C.S. Dag No. 448, R.S. Dag No. 455, Touzi No. 2998, R. S. No. 212, J.L. No. 12, in Mouza - MADURDAH (Madurdaha), within Ward No. 108 of Kolkata Municipal Corporation, District 24 Parganas (South), P.S. Tiljala.