

DRAFT

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE IS MADE ON THIS THE ..... DAY OF  
..... TWO THOUSAND AND .....

BETWEEN

(1) M/S SAINATH APPARTMENT PVT. LTD. (2) M/S. BRIJDHARA COMPLEX PVT. LTD. (3) M/S. GANESHDHAM PROJECTS PVT. LTD. (4) M/S. GENESIS PLAZA PVT. LTD. (5) M/S. CENTERIO REALTORS PVT. LTD. (6) M/S. GIRIKUNJ PROJECTS PVT. LTD. (7) M/S. LEGACY TOWNSHIP PVT. LTD. all these Companies are incorporated under Indian Companies Act 1956, having its Principal place of Business at Dwarka Vedmani, AD-169, Sector-I, Salt Lake City, Kolkata – 700 064, and all above Companies are hereinafter jointly referred to and called as the “**OWNERS/VENDORS**” and all are being represented by a common Director **MR. SANJAY GUPTA** son of Mr. Gopal Prasad Gupta, by Faith Hindu, by Nationality Indian, residing at Dwarka Vedmani, AD-169, Salt Lake City, Sector – I, Kolkata – 700 064, (which expression shall unless otherwise repugnant to the context be deemed to mean and include all the said companies, their Directors, executors, legal successor or successors-at-office, legal representatives, administrators and assigns) of the **FIRST PART**;

**A N D**

**M/S ASTDURGA CONSTRUCTION PRIVATE LIMITED** (having PAN–**AALCA5946M**) a Company incorporated under Indian Companies Act, 1956 having its registered office at Dwarka Vedmani, AD–169, Salt Lake City, Sector–1, Kolkata 700 064 being represented by one of its Director **SRI SANJAY GUPTA**, son of Sri Gopal Prasad Gupta, by faith Hindu, by occupation Business, by nationality : Indian, residing at Dwarka Vedmani, AD–169, Sector–1, Salt Lake City, Kolkata–700 064, hereinafter referred to as the **DEVELOPERS/ BUILDERS** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors and or successors-in-office, administrators, and assigns) of the **SECOND PART**.

**A N D**

(1) **SRI/SMT**..... son/wife/daughter of Sri ..... by occupation ..... (PAN ..... ), (2) **SRI/SMT** ..... son/wife/daughter of Sri ..... by occupation ..... (PAN ..... ), both by faith ..... both by Nationality Indian/s, both residing at the Premises No. .... hereinafter referred to as the “**PURCHASER/S**” (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/its/their successors, legal representatives, executors, administrators and assigns) of the **THIRD PART**.

**ARTICLE I  
DEFINITIONS**

The following terms and expressions used in these presents, shall unless the same be contrary and or repugnant to the subject or context have the specific following meanings:

1. **BUILDING** Shall mean multi-storied Residential Building named as **MEENA AURUM, BLOCK** - “.....” consisting of residential flats, /units, shops and also car parking spaces to be constructed, erected, promoted, developed and built on and upon the land at the premises under the First Schedule owned by the Owners-Vendors herein and to be practically executed by the Developer herein and shall include all constructions to be made on the premises from time to time as per Sanctioned Plan and or necessary modifications to be regularized by the Developer through revised Sanctioned Plan.
2. **LAND** Shall mean the entire land being ALL THAT piece and parcel of land measuring an area of **40 (Forty) Cottahs, 09 (Nine) Sq.ft.**, be the same a little more or less lying and situated at at Mouza:

Sulanguri, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Town, under Jyangra-Hatiara Gram Panchayet-II, within the ambit of B.L. & L.R.O. Rajarhat, Sub-Registry Office: Addl. Dist. Sub-Registrar Rajarhat, New Town, District: North 24 Parganas, morefully and particularly mentioned, described, explained, enumerated and provided in the **FIRST SCHEDULE** hereunder written and/or given.

3. **PROJECT** Shall mean an Enclave comprised of numbers of Buildings including the 'Said Building' hereunder in the nature of residential flats/units, car parking spaces and others and collectively named '**MEENA AURUM**' and in relation therewith the work of development undertaken and also to be done by the Developer herein and/or any modification or extension thereof till such development, erection, promotion, construction and building of building/s at and upon the said premises be completed and possession of the completed Unit/s / Flat/s / Car Parking Space/s and Others be taken over by the Unit/Flat and occupiers.
4. **GRAM PAYANCHAYET SHALL MEAN** Shall mean the Jyangra-Hatiara Gram Panchayet-II, an elected Local Body having the absolute jurisdiction and authorities in respect of all local development including examination and granting sanction of plan/s for erection and construction of building/s on and over and in respect of all the holdings and properties under its jurisdiction including the subject land/property hereunder the First Schedule.
5. **PLAN** Shall mean authenticated document/s showing the erection/ construction of the subject building/s duly sanctioned/ approved and/or to be sanctioned /approved by under the Jyangra-Hatiara Gram Panchayet – II and shall also include variations/ modifications, alterations therein that may be made by the Developer herein as well as all revisions, renewals and extensions thereof, if any
6. **THE FLAT** Shall mean a specified covered space constructed and finished in a habitable condition on the ..... Floor in the 'Said Building' and described in Part – I of the Second Schedule and which is capable of being exclusively owned, used and/or enjoyed by the Purchaser/s herein for the residential purpose only togetherwith the right of common use of the common portions appurtenant to the concerned Unit/Flat and wherever the context so intends or permits, shall include the undivided proportionate share and/or portion attributable to such Unit/Flat as detailed and described in the **SECOND SCHEDULE** hereunder written and all the rights, properties benefits, easements and appurtenances in connection therewith.
7. **PARKING SPACE** Shall mean right to park small/medium size motor car in a space in the covered common car parking zone on the Ground Floor of the Building/s in the Open Space within the premises that may be earmarked by the Developer herein for Parking Cars on extra costs. The said Car Parking Space/s shall be allotted to such prospective purchaser/s and/or buyer/s those who agree to purchase the same against payment of additional consideration for each one car parking space.
8. **BUILT-UP AREA/COVERED:** Shall, according to its context, mean the plinth area of that Unit/Flat including the area of stair-case, landing with lifts space on the same floor whereon the said flat/unit is situated and also the thickness of the outer walls, internal walls and pillars and also the thickness of the outer walls and also of such outer walls which are common between the adjacent Units/Flats including of the subject flat/unit under the Second Schedule.

9. **CLUB FACILITIES AND OTHER AMENITIES** Shall mean a Club consisting of a Community Hall measuring approximately 700 sq. ft. a little more or less for facilitating the meetings and conferences of the residents/owners of all the units togetherwith a Multi-Gym Centre measuring approximately 500 sq.ft. a little more or less for facilitating the Club-Members for physical exercise by modern amenities as shall be provided by the Developer on the roof of the top floor of the Building within the project upon the payment/s of the charges and necessary incidental/s thereof.
10. **ASSOCIATION** Shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the Owners-Vendors herein/ Developer-Vendor herein and the representatives of the Purchaser/s herein of the Unit/s/Flat/s and be formed or incorporated at the instance of the Owners-Vendors herein/ Developer-Vendor herein for the common purposes with such rules and regulations as shall be framed by the Owners-Vendors herein/Developer-Vendor herein.
11. **COMMON EXPENSES** Shall include all expenses for the management, maintenance and upkeep the Unit/Flat and the buildings, the common portions therein and the premises and the expenses for common purposes of the Unit/Flat and shall be payable proportionately by the Purchaser/s herein periodically as maintenance charges.
12. **COMMON PORTIONS** Shall mean the common areas and installations in the building and the premises, which are mentioned, described, enumerated, and provided in the **THIRD SCHEDULE** hereunder written.
13. **COMMON PURPOSES** Shall include the purpose of maintaining and managing the Premises, the Building and in particular the common portions, rendition of services in common to the Unit/Flat, collection and disbursement of the common expenses and dealing with the matters of common interest of the Unit/Flat owners and occupiers relating to their mutual rights and obligations for beneficial use and enjoyment of their respective Unit/s/Flat/s exclusively and the common portions commonly.
14. **ADDITIONAL PAYMENT** Shall mean the amounts in **PART-I** of the **SIXTH SCHEDULE** hereunder written and to be paid by the Purchaser/s herein to the Developer herein as the case may be in addition to the agreed consideration and shall also include extra development charges and any other duties, levies or outgoings and other additional amount/s that may be required to be paid by the Purchaser/s herein by the instance of the municipality, government, semi-government and or other authorities and statutory bodies.
15. **AGREED CONSIDERATION** Shall mean the price of the 'Said Flat' and the Said Car Parking Space togetherwith undivided proportionate share of the 'Said Land' and motioned in **PART-I** of the **FIFTH SCHEDULE** hereto payable by the Purchaser/s herein to the OWNERS-VENDORS herein/ Developer herein for acquiring the said Unit specified under the Second Schedule.
16. **ARCHITECT/ SURVEYOR** Shall mean such Architect(s)/Surveyor(s) having registration or license with the concerned municipality and whom the Developer herein may from time to time, appoint as the Architect(s) of the Building.
17. **DATE OF POSSESSION** Shall mean the date on which the Purchaser/s herein take/s actual physical possession of the said Unit/Flat after discharging all his liabilities and obligations relating to payment of agreed consideration for the Said Unit and also all other additional amount payable by the Purchaser/s under terms and conditions of the Agreement.

- 18. DEED OF CONVEYANCE** Shall mean the Deed of Conveyance/Transfer to be executed by the Owners-Vendors herein/ Developer herein unto and in favour of the Purchaser/s herein in respect of the said Unit under Second Schedule at and upon the Purchaser/s herein complying with all his/her/ its/their obligation/s and paying and depositing all the amounts in time and not committing any breach or default in any manner whatsoever.
- 19. DEPOSITS** Shall mean the amounts mentioned in **PART-II** of the **SIXTH SCHEDULE** hereunder written and to be deposited by the Purchaser/s herein with the Owners-Vendors herein/ Developer herein shall also include any other amount that the Owners-Vendors herein/Developer herein may require the Purchaser/s herein to Deposit.
- 20. EXTRA CHARGES** Shall mean all other Charges and Deposits that' the purchaser/s shall be required to make in addition to the agreed purchase consideration.
- 21. FORCE MAJEURE** Shall include natural calamities, act of god, flood, tidal waves, earthquake, riot, war, storm, tempest, fire, civil commotion, civil war, air raid, strike, lockout, transport strike, notice or prohibitory order from Municipality or any other Statutory Body or any Court, Government Regulations, due to changes in any municipal or other rules, laws or policies affecting or likely to affect the project or any part or portion thereof, shortage of essential commodities and/or any circumstances beyond the control or reasonable estimation of the Owners-Vendors herein/ Developer herein.
- 22. MAINTENANCE AGENCY** Shall mean the Society, Association, Company, Body or Committee formed/appointed by the Owners-Vendors herein/ Developer herein for the common purposes.
- 23. PROPORTIONATE** With all its cognate variations shall mean the proportion in which the built-up-area of any single flat/unit would bear to the entire undivided built-up-areas of all the flats/units collectively for the time being in the building, PROVIDED THAT where it refers to the share of any rates and/or taxes relating to the common purposes and the common expenses then such share shall mean the proportions in which the total amount of such taxes rates or expenses as shall be paid equally by the co-owners and such share shall be treated as such rates and/or taxes and common expenses as are being separately levied, and the Proportionate Share of the "Said Land" under the First Schedule and in a proportion to the measuring area of a single flat or unit out of the total measuring area of the entire undivided covered areas of all the flats and the units collectively in the building constructed on the "Said Land" at the "Said Premises".
- 24. PURCHASER/S** Shall mean the party of the Third Part herein agreed to purchase the Said Unit under the Second Schedule and subject to fulfillment of all the terms and conditions under these presents including and subject to payment of the entire agreed consideration and other additional payments made by the Second Party shall also mean and include :
- a) If he/she/they be an individual then his/her/their respective heirs, executors, administrators, legal representatives, and/or permitted assigns;
  - b) If it be a Hindu Undivided Family then its members of the time being and their respective heirs, executors, administrators, legal representatives, and/or permitted assigns;

- c) If it be a Company then its successor or successors-in-interests and/or permitted assigns;
- d) If it be a Partnership Firm then its partners for the time being and their respective heirs, executors, administrators, legal representatives, and/or permitted assigns;
- e) If it be a Trust then is Trustees for the time being and their successor(s)-in-interest and assigns.
25. **RIGHTS OF THE OWNERS-VENDORS AND THE DEVELOPER ON THE PURCHASER/S DEFAULT** Shall mean the rights mentioned in the **NINTH SCHEDULE** hereunder written to which the Owners-Vendors and the Developer herein shall be entitled in case of any default or breach by the Purchaser/s herein.
26. **SAID UNIT** Shall mean a flat/car parking space described, mentioned, explained, provided in **PART-I** of the **SECOND SCHEDULE** hereunder written and further the right of common use of the common portions and wherever the context so intends or permits, shall include the said undivided share.
27. **SINKING FUND** Shall mean the fund comprising of the amounts to be paid/deposited and/or contributed by each Unit, including the Purchaser/s herein, towards sinking fund which shall be held by the Maintenance Agency on account of maintenance expenses.
28. **SUPER BUILT AREA** Shall mean in context to a Unit as the area of a Unit computed by adding the built up area of the unit plus proportionate undivided share of the common areas.
29. **SPECIFICATIONS** Shall mean the manner or standard of construction of the unit and the building as specified and described in the Fourth Schedule hereunder written and/or described
30. **UNDIVIDED SHARE** In relation to a Unit/Flat shall mean the undivided proportionate indivisible impartible variable share in land comprised in the said premises, which is attributable to the Unit/Flat concerned.
31. **OWNERS-VENDORS** Shall mean all of the First Parties collectively herein holding rights of ownership on the entire land under the First Schedule and includes each of their legal successors and where the context so permits refer to only such of them as is/are concerned with the relevant matter/issue.
32. **DEVELOPER** Shall mean **M/S ASTDURGA CONSTRUCTION PRIVATE LIMITED** the Second Party herein include it's successor or successors at office, executors, administrator and legal representatives and dealing with business of promotion and development of Real Estates and construction of multi-storied buildings And shall mean sole and absolute Agent and Representatives of all the Owners-Vendors and at present holding physical possessional rights of the said 'Demised Land' and where the context so permits refer to only such of them as is/are concerned with the relevant matter/issue;

**ARTICLE - II**  
**(TITLE OF THE PROPERTY UNDER FIRST SCHEDULE):**

**A.** By a registered Deed of Conveyance dated 09.03.1956 duly registered at Sub-Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 35, Pages 261 to 270, Being No. 2115 for the year 1956, the erstwhile Principal Landlord Roy Bahadur Kanai Lal Nandi sold, transferred and conveyed several Sali/Agriculture landed properties total admeasuring more or less 30.41 acres under several Khatians, all at Mauza Sulanguri, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: previously Rajarhat at present P.S. New Town,

District: 24 Parganas now North 24 Parganas, to Makhan Lal Seal being Benamder of Kartick Chandra Seal and to Renuka Bala Seal being Benamder of Anil Chandra Seal free from all encumbrances whatsoever.

**B.** Since after the aforesaid purchase the said Makhan Lal Seal and Renuka Bala Seal thus became seized and possessed the aforesaid properties and while in enjoyment thereof, on or about 1967 and 1969 the said Kartick Chandra Seal and Sri Anil Chandra Seal respectively filed Declaratory Suits being Title Suit No. 491 of 1967 and Title Suit No. 8 of 1969, in the 3<sup>rd</sup> Court of Munsiff at Sealdha against the aforesaid Benamders Makhan Lal Seal and Renuka Bala Seal in respect of the aforesaid property AND finally obtained necessary decree against the aforesaid Benamders in respect of the aforesaid properties; and in consequences thereof, the said Kartick Chandra Seal and Sri Anil Chandra Seal thus became absolute owners in a proportions that the said Kartick Chandra Seal entitled to 2/3<sup>rd</sup> share and Anil Chandra Seal entitled to 1/3<sup>rd</sup> share of all the aforesaid properties at Mauza Sulanguri, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas and seized and possessed of and well and sufficiently entitle thereto free from all encumbrances whatsoever.

**C.** By a Deed of Conveyance dated 29.11.1972 duly registered at the Sub- Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Being (Deed) No. 4770 for the year 1972, the said Sri Kartick Chandra Seal and said Sri Anil Chandra Seal being the owners thereof therein as the Vendors sold, conveyed and transferred free from all encumbrances, All That piece or parcel of Sali Land measuring about 0.03 acre comprised in part of R.S. Dag Nos. 589 and 0.43 acre comprised in part of R.S. Dag Nos. 590 and 0.64 acre comprised in part of R.S. Dag No. 591 and also 0.14 acre comprised in part of R.S. Dag No. 594 all said four Dags under R.S. Khatian No. 228 and togetherwith 0.08 acre comprised in part of R.S. Dag No. 601 under R.S. Khatian No. 201, total Sali Land admeasuring 1.32 acre in Part of said five Dags all at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of one Sri Narayan Chandra Chakraborty alias Narayan Krishna Chakraborty therein called as the Purchaser free from all encumbrances whatsoever; and after such purchase while in seized and possessed thereof, subsequently by a Deed of Conveyance dated 30.11.1972 duly registered at the Sub-Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 12, Pages 27 to 29, Being (Deed) No. 4791 for the year 1972, the said Sri Narayan Chandra Chakraborty being the owner thereof therein as the Vendor sold, conveyed and transferred free from all encumbrances, the entirety of his aforesaid purchased properties being All That piece or parcel of Sali Land total admeasuring 1.32 acre in Part of said five Dags all at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of one Sri Ajit Kumar Mondal therein called as the Purchaser free from all encumbrances whatsoever.

**D.** After the aforesaid purchase by dint of the said Sale Deed, the said Ajit Kumar Mondal thus became seized and possessed of and or well and sufficiently entitle to the said piece or parcel of Sali Land total admeasuring 1.32 acre in Part of said five Dags all at Mauza Sulanguri, District 24 Parganas and while in enjoyment thereof, the said Ajit Kumar Mondal sold, transferred and conveyed half portion thereof measuring 0.66 acre by a Deed of Conveyance dated 05.03.1975 duly registered at the Sub- Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 35, Pages 252 to 255, Being (Deed) No. 2098 for the year 1975, unto and in favour of one Sri Balai Chandra Naskar therein called as the Purchaser free from all encumbrances whatsoever; and subsequently on the same day the said Ajit Kumar Mondal sold, transferred and conveyed the remaining half portion thereof measuring 0.66 acre by another Deed of Conveyance duly registered at the Sub- Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 32, Pages 223 to 226, Being (Deed) No. 2100 for the year 1975, unto and in favour of one Sri Sudam Chandra Naskar therein called as the Purchaser free from all encumbrances whatsoever.

**E.** Subsequently by a Deed of Conveyance dated 06.04.1979 duly registered at the Sub-Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 50, Pages 114 to 118, Being (Deed) No. 2423 for the year 1979, the said Sri Balai Chandra Naskar and Sri Sudam Chandra Naskar being the owners thereof therein jointly called as the Vendors sold, conveyed and transferred free from all encumbrances, each of their half share measuring 0.66 acre so purchased by them severally by or dint of the aforesaid respective Sale Deeds in respect of the aforesaid properties being All That piece or parcel of Sali Land measuring 0.03 acre

comprised in Part of R.S. Dag Nos. 589 and 0.43 acre comprised in part of R.S. Dag Nos. 590 and 0.64 acre comprised in part of R.S. Dag No. 591 and also 0.14 acre comprised in part of R.S. Dag No. 594 and togetherwith 0.08 acre comprised in part of R.S. Dag No. 601, total Sali Land admeasuring 1.32 acre in Part of said five Dags all at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of one Sri Jadav Chandra Halder therein called as the Purchaser free from all encumbrances whatsoever.

**F.** Since after such purchase while in peaceful enjoyment thereof free from all encumbrances, by a Deed of Conveyance dated 14.12.1987 duly registered at the Office of the Additional District Sub- Registrar Bidhannagar Salt Lake City, and recorded in Book No. 1, Volume No. 148, Pages 385 to 392, Being (Deed) No. 7399 for the year 1987, the said Sri Jadav Chandra Halder being the owner thereof therein as the Vendor sold, conveyed and transferred free from all encumbrances, the entirety of his aforesaid purchased properties being All That piece or parcel of Sali Land total admeasuring 1.32 acre in Part of said five Dags under and Part of R.S. Khatian No. 228 and Kri-Khatian No. 380, 173 & T.R./67, all at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of his son Sri Narayan Chandra Halder therein called as the Purchaser free from all encumbrances whatsoever.

**G.** By another Deed of Conveyance dated 05.05.1973 duly registered at the Sub-Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 55, Pages 243 to 245, Being (Deed) No. 3383 for the year 1973, the said Sri Kartick Chandra Seal and said Sri Anil Chandra Seal being the owners thereof therein as the Vendors sold, conveyed and transferred free from all encumbrances, All That piece or parcel of Sali Land measuring about 0.58 acre comprised in part of R.S. Dag Nos. 580 and 0.03 acre another part of Sali Land comprised in part of R.S. Dag Nos. 588 and also 0.05 acre comprised in part of R.S. Dag No. 596 total admeasuring 0.66 acre in Part of said three Dags all under R.S. Khatian No. 228, at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of one Smt. Jaya Ghosh wife of Amal Kumar Ghosh therein called as the Purchaser free from all encumbrances whatsoever; and after such purchase while in seized and possessed thereof, subsequently by a Deed of Conveyance dated 28.08.1976 duly registered at the Sub- Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 107, Pages 24 to 27, Being (Deed) No. 5979 for the year 1976, the said Smt. Jaya Ghosh being the owner thereof therein as the Vendor sold, conveyed and transferred free from all encumbrances, the entirety of her aforesaid purchased properties being All That piece or parcel of Sali Land measuring about 0.58 acre comprised in part of R.S. Dag Nos. 580 and 0.03 acre comprised in part of R.S. Dag Nos. 588 and also 0.05 acre comprised in part of R.S. Dag No. 596 total admeasuring 0.66 acre in Part of said three Dags all under R.S. Khatian No. 228, all at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of one Sri Narayan Chandra Halder therein called as the Purchaser free from all encumbrances whatsoever.

**H.** In the manners of aforesaid respective purchase by dint of the aforesaid two registered Deed of Conveyances Being Nos. 5979/1976 and 7399/1987, the said Narayan Chandra Halder thus became the owner of total 1.98 (0.66+1.32) acre of Sali Land all lying and situated at Mouza Sulanguri, Police Station: Rajarhat at present New Town, District: 24 Parganas now North 24 Parganas, and became seized and possessed thereof without being interrupted by any person whomsoever and or from any corner whatsoever and also free from all encumbrances whatsoever and; while in enjoyment thereof, by a Deed of Conveyance duly registered at the Office of the Additional District Sub- Registrar Bidhannagar Salt Lake City, and recorded in Book No. 1, Volume No. 46, Pages 277 to 296, Being (Deed) No. 00729 for the year 2006, the said Sri Narayan Chandra Halder being the owner thereof therein as the Vendor sold, conveyed and transferred free from all encumbrances, out of his aforesaid purchased properties a portion thereof being **All That piece or parcel of Sali Land measuring 02 Cottahs, 15 Chitaks comprised in Part of R.S. Dag No. 590 and 03 Cottahs comprised in Part of R.S. Dag No. 596 and 10 Chittaks comprised in Part of R.S. Dag No. 601 and 08 Cottahs, 07 Chittaks comprised in Part of R.S. Dag No. 580, total admeasuring 15 Cottahs in Part of said four Dags**, all at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of one Sri Shekhar Bhowmik son of Late Sachindra Nath Bhowmik therein called as the Purchaser free from all encumbrances whatsoever.



I. Subsequently by a Deed of Conveyance duly registered at the Office of the District Sub-Registrar-II, North 24 Parganas and recorded in Book No. 1, Volume No. 4, Pages 7803 to 7817, Being (Deed) No. 02803 for the year 2008, the said Sri Narayan Chandra Halder being the owner thereof therein as the Vendor sold, conveyed and transferred free from all encumbrances, out of his remaining aforesaid purchased properties, a portion thereof being **All That piece or parcel of Sali Land measuring 08 Cottahs, 06 Chitaks comprised in Part of R.S. Dag No. 580 and 02 Cottahs, 01 Chittak comprised in Part of R.S. Dag No. 590, total admeasuring 10 Cottahs, 07 Chittaks in Part of said two Dags, all at Mauza Sulanguri**, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of one Sri Sumanta Dutta therein called as the Purchaser free from all encumbrances whatsoever and while thus in enjoyment thereof the name of the said Sumanta Dutta has been Mutated in L.R. Settlement Record under L.R. Khatian No. 1066 in respect of the said Sali Land measuring 10 Cottahs, 07 Chittaks comprised in Part of R.S. Dag Nos. 580 & 590 so purchased by him from the said Narayan Chandra Halder.

J. By another Deed of Conveyance dated 05.05.1973 duly registered at the Sub-Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 54, Pages 207 to 209, Being (Deed) No. 3383 for the year 1973, the said Sri Kartick Chandra Seal and said Sri Anil Chandra Seal being the owners thereof therein as the Vendors sold, conveyed and transferred free from all encumbrances, All That piece or parcel of Sali Land measuring about 0.61 acre comprised in part of R.S. Dag Nos. 580 and 0.05 acre another part of Sali Land comprised in part of R.S. Dag Nos. 596, total admeasuring 0.66 acre in Part of said two Dags both under R.S. Khatian No. 228, at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of one Sri Jahar Lal Ghosh son of Late Jatindra Nath Ghosh therein called as the Purchaser free from all encumbrances whatsoever.

K. Since after the aforesaid purchase of the Sali Land from the said Kartick Chandra Seal and Anil Chandra Seal, the said Sri Jahar Lal Ghosh thus became seized and possessed of the aforesaid Sali Land total admeasuring 0.66 acre and while in enjoyment thereof, by a Deed of Conveyance dated 19.07.1976 duly registered at the Sub-Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 91, Pages 22 to 25, Being (Deed) No. 4933 for the year 1976, the said Sri Jahar Lal Ghosh being the owner thereof therein as the vendor sold, conveyed and transferred free from all encumbrances, All That piece or parcel of Sali Land measuring about 0.61 acre comprised in part of R.S. Dag Nos. 580 and 0.05 acre another part of Sali Land comprised in part of R.S. Dag Nos. 596, total admeasuring 0.66 acre in Part of said two Dags both under R.S. Khatian No. 228, at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of one Sri Amulya Kumar Mistry son of Brajendra Nath Mistry free from all encumbrances whatsoever.

L. By a Deed of Conveyance duly registered at the Office of the A.D.S.R. Bidhannagar Salt Lake City and recorded in Book No. 1, Volume No. 44, Pages 104 to 117, Being (Deed) No. 00820 for the year 2001, the said Sri Amulya Kumar Mistry being the owner thereof therein as the vendor sold, conveyed and transferred his entire aforesaid purchased properties being **All That piece or parcel of Sali Land measuring about 0.61 acre comprised in part of R.S. Dag Nos. 580 and 0.05 acre another part of Sali Land comprised in part of R.S. Dag Nos. 596, total Sali Land admeasuring 0.66 acre** in Part of said two Dags both under R.S. Khatian No. 228, at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of Sri Shekhar Bhowmik and Smt. Tanima Bhowmik wife of said Shekhar Bhowmik free from all encumbrances whatsoever.

M. Subsequently by Registered Deed of Conveyance the said Sri Kartick Chandra Seal sold, conveyed and transferred free from all encumbrances out of his aforesaid properties, All That piece or parcel of Sali Land measuring about 0.51 acre comprised in part of R.S. Dag Nos. 580 and 0.15 acre another part of Sali Land comprised in part of R.S. Dag Nos. 542, total admeasuring 0.66 acre in Part of said two Dags both under R.S. Khatian No. 228, at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, unto and in favour of Smt. Sunanda Chowdhury free from all encumbrances whatsoever.

N. Since after the aforesaid purchase the said Smt. Sunanda Chowdhury thus became seized and possessed of the aforesaid Sali Land total admeasuring 0.66 acre and while in enjoyment thereof, by a Deed of Conveyance dated 19.07.1976 duly registered at the Sub-

Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 94, Pages 19 to 22, Being (Deed) No. 4932 for the year 1976, the said Smt. Sunanda Chowdhury being the owner thereof therein as the vendor sold, conveyed and transferred free from all encumbrances, All That piece or parcel of Sali Land measuring about 0.51 acre comprised in part of R.S. Dag Nos. 580 and 0.15 acre another part of Sali Land comprised in part of R.S. Dag Nos. 542, total admeasuring 0.66 acre in Part of said two Dags both under R.S. Khatian No. 228, at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of one Sri Sushil Kumar Mistry free from all encumbrances whatsoever.

**O.** After aforesaid purchase by dint of the said Sale Deed Being (Deed) No. 4932 for the year 1976, the said Sri Sushil Kumar Mistry thus became seized and possessed of All That piece or parcel of Sali Land measuring about 0.51 acre comprised in part of R.S. Dag Nos. 580 and 0.15 acre another part of Sali Land comprised in part of R.S. Dag Nos. 542, total admeasuring 0.66 acre in Part of said two Dags both under R.S. Khatian No. 228, at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas and or well and sufficiently entitle thereto, and subsequently mutated his name in the Land Settlement Record as the absolute rayoti owner thereof under L.R. Khatian No. 506, paying rent or khajna to the State Government and; while seized and possessed thereof, by a Deed of Conveyance duly registered at the Office of the A.D.S.R. Bidhannagar Salt Lake City and recorded in Book No. 1, Volume No. 46, Pages 295 to 308, Being (Deed) No. 00859 for the year 2001, the said Sri Sushil Kumar Mistry being the owner thereof therein as the vendor sold, conveyed and transferred free from all encumbrances, out of his aforesaid properties **All That piece or parcel of Sali Land measuring about 2 (Two) Cottahs, be the same a little more or less comprised in part of R.S. Dag Nos. 542, under L.R. Khatian No. 506,** at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of said Sri Shekhar Bhowmik and Smt. Tanima Bhowmik free from all encumbrances whatsoever.

**P.** In the manners of aforesaid respective purchase by dint of the aforesaid three registered Deed of Conveyances Being Nos. 00820/2001 and 00859/2001 the said Shekhar Bhowmik and Tanima Bhowmik thus became the joint owners of total Sali Land admeasuring 02 Bighas, 02 Cottahs, a little more or less and beside that by dint of aforesaid Deed of Conveyance Being No. 00729/2006 the said Shekhar Bhowmik became independently the owner of a Sali Land measuring 15 Cottahs little more or less, all lying and situated at Mouza Sulanguri, Police Station: Rajarhat at present New Town, District: North 24 Parganas, and became seized and possessed thereof without being interrupted by any person whomsoever and or from any corner whatsoever and also free from all encumbrances whatsoever; and each of their name have been Mutated and Recorded in L.R. Settlement Record under L.R. Khatian Nos. 1054 & 1053.

**Q.** Subsequently the said Shekhar Bhowmick, Tanima Bhowmik and Sumanta Dutta decided and declared to Sale of their aforesaid landed properties and in persuasion thereof, by a Deed of Conveyance dated 30.03.2011 duly registered at the Office of Additional District Sub- Registrar Bidhannagar Salt Lake City and recorded in Book No. 1, Volume No. 07, Pages 8342 to 8357, Being (Deed) No. 03888 for the year 2011, the said Shekhar Bhowmik and Tanima Bhowmik being the owners therein jointly called as the Vendors sold, conveyed and transferred free from all encumbrances out of their aforesaid landed properties recorded under L.R. Khatian Nos. 1053 & 1054 a Part of portion of Sali Land measuring 12 Cottahs, 14 Chittaks little more or less comprised in Part of R.S. Dag No. 580 and 02 Cottahs, 15 Chitaks little more or less comprised in part of R.S. Dag No. 590 and 05 Cottahs, 04 Chittaks little more or less comprised in part of R.S. Dag No. 596, **total Sali Land admeasuring 01 Bigha, 01 Cottah, 01 Chittak little more or less in Part of R.S. Dag Nos. 580, 590 & 596, all at Mauza Sulanguri,** Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, morefully described in the Schedule thereunder and also delineated in a map or plan annexed thereto **unto and in favour of one Sri Sudipta Dey** s/o Sri Nemai Chandra Dey therein called as the Purchaser free from all encumbrances whatsoever; and further by another Deed of Conveyance dated 29.07.2011 duly registered at the Office of Additional District Sub- Registrar Bidhannagar Salt Lake City and recorded in Book No. 1, Volume No. 16, Pages 3893 to 3907, Being (Deed) No. 08712 for the year 2011, the said Shekhar Bhowmick and Tanima Bhowmick being the owners therein jointly called as the Vendors sold, conveyed and transferred free from all encumbrances out of their aforesaid landed properties recorded under L.R. Khatian Nos. 1053 & 1054 a Part of portion of Sali Land measuring 16 Cottahs, little more or less comprised in Part of R.S. Dag No. 580, at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, morefully described in

the Schedule thereunder and also delineated in a map or plan annexed thereto unto and **in favour of said Sri Sudipta Dey** therein called as the Purchaser free from all encumbrances whatsoever; and subsequently on the same day by another Deed of Conveyance duly registered at the aforesaid Office and recorded in Book No. 1, Volume No. 16, Pages 2925 to 2939, Being (Deed) No. 08719 for the year 2011, the said Shekhar Bhowmick and Tanima Bhowmick being the owners therein jointly called as the Vendors sold, conveyed and transferred free from all encumbrances out of their aforesaid landed properties recorded under L.R. Khatian Nos. 1053 & 1054 a Part of portion of Sali Land measuring 02 Cottahs little more or less comprised in Part of R.S. Dag No. 542 and 13 Cottahs, 08 Chittaks little more or less comprised in Part of R.S. Dag No. 580, **total admeasuring 15 Cottahs, 08 Chittaks**, all at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, morefully described in the Schedule thereunder and also delineated in a map or plan annexed thereto unto and **in favour of said Sri Sudipta Dey** therein called as the Purchaser free from all encumbrances whatsoever;

R. By a Deed of Conveyance dated 30.03.2011 duly registered at the Office of Additional District Sub- Registrar Bidhannagar Salt Lake City and recorded in Book No. 1, Volume No. 07, Pages 8635 to 8649, Being (Deed) No. 03903 for the year 2011, **the said Sumanta Dutta being the owner therein called as the Vendor** sold, conveyed and transferred free from all encumbrances out of his aforesaid landed properties recorded under L.R. Khatian No. 1066 a Part of portion of Sali Land measuring 08 Cottahs, 06 Chittaks little more or less comprised in Part of R.S. Dag No. 580 and 02 Cottahs, 01 Chitak little more or less comprised in part of R.S. Dag No. 590, **total Sali Land admeasuring 10 Cottahs, 07 Chittaks**, in Part of R.S. Dag Nos. 580 & 590 all at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, morefully described in the Schedule thereunder and also delineated in a map or plan annexed thereto unto and **in favour of said Sri Sudipta Dey** therein called as the Purchaser free from all encumbrances whatsoever;

S. In the manners of aforesaid respective purchase by dint of the aforesaid four registered Deed of Conveyances Being Nos. 03888/2011, 08712/2011, 08719/2011 & 03903/2011, the said Sudipta Dey thus became the owner of Sali Land measuring 02 Bighas, 10 Cottahs, 12 Chittaks little more or less comprised in Part of R.S. Dag No. 580 and 05 Cottahs little more or less comprised in Part of R.S. Dag No. 590 and 05 Cottahs, 04 Chittaks little more or less comprised in Part of R.S. Dag No. 596 and 02 Cottahs little more or less comprised in Part of R.S. Dag No. 542, **total Sali Land admeasuring 03 Bighas, 03 Cottahs little more or less recorded under and Part of L.R. Khatian Nos. 1054, 1053 & 1066**, lying and situated at Mouza Sulanguri, Police Station: Rajarhat at present New Town, District: North 24 Parganas, and became seized and possessed thereof without being interrupted by any person whomsoever and or from any corner whatsoever and also free from all encumbrances whatsoever; and while seized and possessed thereof, the said Sudipta Dey sub-divided the same into some small demarcated plots under a Master Scheme Plan for the purpose of selling the plots to the prospective buyers intending to purchase the plot/s and subsequently sold out some of the plots to the several respective purchasers by way of several Registered Sale Deeds;

T. By a Deed of Conveyance dated 17.12.2013 duly registered at the office of the Addl. Dist. Sub-Registrar Rajarhat, New Town, North 24 Parganas, recorded in Book No. I, CD Volume No:20, Pages: from 14569 to 14589, Being No: 14287 for the year 2013, the said Sudipta Dey therein referred to as the Owner-Vendor at the valuable consideration mentioned therein sold transferred and conveyed All That a plot of land being **Plot No: 1A, under a Master Scheme Plan measuring 03 cotthas** a little more or less comprised in part of **R.S. Dag No. 580**, under R.S. Khatian No. **228** subsequently recorded under and part of L.R. Khatian **Nos. 1054, 1053 & 1066**, ( at present recorded under **L.R. Kh. No. 1741**) with rights of ingress and egress through 14' feet wide and also 6' feet wide common passages provided in the said Scheme Plan at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, unto and in favour of **M/s Sainath Apartment Pvt. Ltd.** the First Party in Sl. No.(1) herein free from all encumbrances whatsoever.

U. By another Deed of Conveyance dated 17.12.2013 duly registered at the office of the Addl. Dist. Sub-Registrar Rajarhat, New Town, North 24 Parganas, recorded in Book No. I, CD Volume No:20, Pages: from 13034 to 13056, Being No: 14241 for the year 2013, the said Sudipta Dey therein referred to as the Owner-Vendor at the valuable consideration mentioned therein sold transferred and conveyed All That a plot of land being **Plot No: 1B, under a Master Scheme Plan measuring 03 cotthas** a little more or less comprised in part of **R.S. Dag No. 580**, under R.S. Khatian No. **228** subsequently recorded under and part of L.R. Khatian **Nos. 1054, 1053 &**

**1066**, ( at present recorded under **L.R. Kh. No. 1742**) with rights of ingress and egress through 14' feet wide and also 6' feet wide common passages provided in the said Scheme Plan at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, unto and in favour of **M/s Sainath Apartment Pvt. Ltd.** the First Party in Sl. No.(1) herein free from all encumbrances whatsoever.

**V.** By an Indenture of Sale dated 02.08.2013 registered at the Office of the Additional District Sub-Registrar Rajarhat, North 24 Parganas and recorded in Book No. 1, CD Volume No. 14, Pages 903 to 918, Being No. 09389 for the year 2013 the said Sudipta Dey therein as the Vendor at the valuable consideration mention therein sold, conveyed and transferred free from all encumbrances **ALL THAT** a Plot of Sali Land marked as **Plot No. 16, under the said Master Scheme Plan measuring an area of 03 (three) Cottahs** little more or less including share of common passage touching the said Plot comprised in part of R.S. Dag Nos. 580, with common easement rights on and over the Common Passages and all others rights and benefits in connection thereto, under and Part of R.S. Khatian No. 228, subsequently recorded under and part of L.R. Khatian Nos. 1054, 1053 & 1066, lying and situated at Mauza Sulangari, Police Station: New Town, District: North 24 Parganas morefully and particularly described in the Schedule written therein unto and in favour of **Mrs. Paramita Munshi** w/o Mr. Satyabrata Munshi therein referred to as the Purchaser.

**W.** By another Indenture of sale dated 27.11.2013 registered at the Office of the Additional District Sub-Registrar Rajarhat, North 24 Parganas and recorded in Book No. 1, CD Volume No. 19, Pages: 8678 to 8694, Being No. 13304 for the year 2013 the said Sudipta Dey therein as the Vendor at the valuable consideration mentioned therein sold, conveyed and transferred free from all encumbrances **ALL THAT** piece or parcel of "Sali" land being a plot under the said Master Scheme Plan marked as Plot No. 7B, measuring an area of 01 (one) Cottah little more or less including share of common passage touching the said Plot comprised in part of R.S. Dag Nos. 580, with common easement rights on and over the Common Passages and all others rights and benefits in connection thereto, under and Part of R.S. Khatian No. 228, subsequently recorded under and part of L.R. Khatian Nos. 1054, 1053 & 1066, situated at Mauza Sulanguri, J.L. No. 22, R.S. No. 196, Touzi No. 178, Police Station- Rajarhat now New Town P.S., District: 24 Parganas now North 24 Parganas morefully and particularly described in the Schedule written therein unto and in favour of said **Mrs. Paromita Munshi** therein referred to as the Purchaser.

**X.** Since then, by way of respective purchase by or through aforesaid two Deed of Conveyances the **said Paromita Munshi** thus became seized and possessed of the aforesaid two plots of land being Plot No:16 measuring an area of 03 (three) Cottahs little more or less and Plot No:7B measuring 01 **cottha** a little more or less and while in absolute enjoyment thereof, by a Deed of Conveyance dated 03.07.2014 duly registered at the office of the Addl. Dist. Sub-Registrar Rajarhat, New Town, North 24 Parganas, recorded in Book No. I, CD Volume No:12, Pages: from 2191 to 2212, Being No: 07435 for the year 2014, Smt. Paramita Munshi therein referred to as the Owner-Vendor at the valuable consideration mentioned therein sold transferred and conveyed out of her aforesaid two plots, **All That** a plot of land being **Plot No: 7B, under a Master Scheme Plan measuring 01 cottha** a little more or less comprised in part of **R.S. Dag No. 580**, under R.S. Khatian No. **228** subsequently recorded under and part of L.R. Khatian **Nos. 1054, 1053 & 1066**, ( at present recorded under L.R. Khatian No. 1894) with rights of ingress and egress through 06' feet wide and common passages provided in the said Scheme Plan at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, unto and in favour of **M/s Sainath Apartment Pvt. Ltd.** the First Party in Sl. No.(1) herein free from all encumbrances whatsoever.

**Y.** In the manners aforesaid by dint of the said three registered Deed of Conveyances, the First Party in Sl. No.(1) herein is the owner of said three Plots of Land being **Plot No: 1A, 1B & 7B all comprised in R.S. Dag No: 580, total admeasuring a land area about 07 Cottahs** a little more or less along with common easement right in all common passages in connection thereto, recorded under L.R. Khatian Nos: 1741,1742 & 1894 at mouza Sulanguri morefully and collectively described in Part-I of the Frist Schedule hereunder written and is fully seized and possessed of the same free from all encumbrances whatsoever without being interrupted by any person whomsoever and or from any corner whatsoever.

**Z.** By a Deed of Conveyance dated 20.12.2013 duly registered at the office of the Addl. Dist. Sub-Registrar Rajarhat, New Town, North 24 Parganas, recorded in Book No. I, CD Volume No:21, Pages: from 1858 to 1880, Being No: 14364 for the year 2013,the said Sudipta Dey therein

referred to as the Owner-Vendor at the valuable consideration mentioned therein sold transferred and conveyed All That a plot of land being **Plot No: 02**, under a Master Scheme Plan measuring **03 cotthas** a little more or less comprised in part of **R.S. Dag No. 580**, under **R.S. Khatian No. 228** subsequently recorded under and part of L.R. Khatian Nos. 1054, 1053 & 1066, ( at present recorded under **L.R. Kh. No. 1739**) with rights of ingress and egress through 6' feet wide common passages provided in the said Scheme Plan at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, unto and in favour of **M/S Brijdhara Complex Pvt. Ltd.** the First Party in Sl. No.(2) herein free from all encumbrances whatsoever.

**AA.** By another Deed of Conveyance dated 30.01.2014 duly registered at the office of the Addl. Dist. Sub-Registrar Rajarhat, New Town, North 24 Parganas, recorded in Book No. I, CD Volume No:02, Pages: from 5222 to 5244, Being No: 00983 for the year 2014, the said Sudipta Dey therein referred to as the Owner-Vendor at the valuable consideration mentioned therein sold transferred and conveyed All That a plot of land being **Plot No: 06**, under a Master Scheme Plan measuring **03 cotthas** a little more or less out which **2 cotthas, 09 Chhittacks** comprised in part of **R.S. Dag No. 596 and 07 Chhittacks** comprised in part of **R.S. Dag No. 580** under R.S. Khatian No. **228** subsequently recorded under and part of L.R. Khatian Nos. 1054, 1053 & 1066, (at present recorded under L.R. Khatian No. 1747) with rights of ingress and egress through 06' feet wide and common passages provided in the said Scheme Plan at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, unto and in favour of **M/S Brijdhara Complex Pvt. Ltd.** the First Party in Sl. No.(2) herein free from all encumbrances whatsoever.

**BB.** In the manners aforesaid by dint of the said two registered Deed of Conveyances the First Party in Sl. No.(2) herein is the owner of said two Plots of Land being **Plot No: 2, & 6, total admeasuring a land area about 06 Cottahs** a little more or less out which 03 Cottahs 07 Chhitaks a little more or less comprised in part of **R.S. Dag No: 580**, and 02 Cottahs 09 Chhitaks in part of **R.S. Dag No: 596**, along with common easement right in all common passages in connection thereto, all under R. S. Khatain No; 228 **at present recorded under L.R. Khatian Nos: 1739 & 1747** at mouza Sulanguri morefully and collectively described in Part –II of the Frist Schedule hereunder written and is fully seized and possessed of the same free from all encumbrances whatsoever without being interrupted by any person whomsoever and or from any corner whatsoever.

**CC.** By a Deed of Conveyance dated 20.12.2013 duly registered at the office of the Addl. Dist. Sub-Registrar Rajarhat, New Town, North 24 Parganas, recorded in Book No. I, CD Volume No:21, Pages: from 2090 to 2112, Being No: 14370 for the year 2013, the said Sudipta Dey therein referred to as the Owner-Vendor at the valuable consideration mentioned therein sold transferred and conveyed All That a plot of land being **Plot No: 03**, under a Master Scheme Plan measuring **03 cotthas** a little more or less comprised in part of **R.S. Dag No. 580**, under R.S. Khatian No. **228** subsequently recorded under and part of L.R. Khatian **Nos. 1054, 1053 & 1066**, (at present recorded under **L.R. Kh. No. 1740**) with rights of ingress and egress through 6' feet wide common passages provided in the said Scheme Plan at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, unto and in favour of **M/S. Ganeshdham Projects Pvt. Ltd.** the First Party in Sl. No.(3) herein free from all encumbrances whatsoever.

**DD.** By another Deed of Conveyance dated 30.01.2014 duly registered at the office of the Addl. Dist. Sub-Registrar Rajarhat, New Town, North 24 Parganas, recorded in Book No. I, CD Volume No:02, Pages: from 5268 to 5290, Being No: 00989 for the year 2014, the said Sudipta Dey therein referred to as the Owner-Vendor at the valuable consideration mentioned therein sold transferred and conveyed All That a plot of land being **Plot No: 7A**, under a Master Scheme Plan measuring **02 cotthas** a little more or less out which 01 **cotthas, 04 Chhittacks** comprised in part of **R.S. Dag No. 596 and 12 Chhittacks** comprised in part of **R.S. Dag No. 580**, under R.S. Khatian No. **228** subsequently recorded under and part of L.R. Khatian **Nos. 1054, 1053 & 1066**, ( at present recorded under **L.R. Kh. No. 1743**) with rights of ingress and egress through 6' feet wide common passages provided in the said Scheme Plan at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, unto and in favour of **M/S. Ganeshdham Projects Pvt. Ltd.** the First Party in Sl. No.(3) herein free from all encumbrances whatsoever.

**EE.** In the manners aforesaid by dint of the said two registered Deed of Conveyances, the First Party in Sl. No.(3) herein is the owner of said two Plots of Land being **Plot No: 03, & 7A, total admeasuring a land area about 05 Cottahs** a little more or less out which 01 Cottahs 04

Chhitaks a little more or less comprised in part of **R.S. Dag No: 596**, and 03 Cottahs 12 Chhitaks in part of **R.S. Dag No: 580**, along with common easement right in all common passages in connection thereto, all under R. S. Khatain No; 228 at present recorded under **L.R. Khatian Nos: 1740 & 1743** at mouza Sulanguri morefully and collectively described in Part –III of the Frist Schedule hereunder written and is fully seized and possessed of the same free from all encumbrances whatsoever without being interrupted by any person whomsoever and or from any corner whatsoever.

**FF.** By a Deed of Conveyance dated 20.12.2013 duly registered at the office of the Addl. Dist. Sub-Registrar Rajarhat, New Town, North 24 Parganas, recorded in Book No. I, CD Volume No:21, Pages: from 1967 to 1989, Being No: 14368 for the year 2013, the said Sudipta Dey therein referred to as the Owner-Vendor at the valuable consideration mentioned therein sold transferred and conveyed All That a plot of land being **Plot No: 04**, under a Master Scheme Plan measuring **03 cotthas** a little more or less comprised in part of **R.S. Dag No. 580**, under **R.S. Khatian No. 228** subsequently recorded under and part of L.R. Khatian Nos. 1054, 1053 & 1066, (at present recorded under **L.R. Kh. No. 1738**) with rights of ingress and egress through 6' feet wide common passages provided in the said Scheme Plan at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, unto and in favour of **M/S. Genesis Plaza Pvt. Ltd.** the First Party in Sl. No.(4) herein free from all encumbrances whatsoever.

**GG.** By another Deed of Conveyance dated 30.01.2014 duly registered at the office of the Addl. Dist. Sub-Registrar Rajarhat, New Town, North 24 Parganas, recorded in Book No. I, CD Volume No:02, Pages: from 5245 to 5267, Being No: 00987 for the year 2014, the said Sudipta Dey therein referred to as the Owner-Vendor at the valuable consideration mentioned therein sold transferred and conveyed All That a plot of land being **Plot No: 05**, under a Master Scheme Plan measuring **03 cotthas** a little more or less out which 01 cottha, 04 Chhittacks comprised in part of **R.S. Dag No. 580** and 01 cottha, 12 Chhittacks comprised in part of **R.S. Dag No. 596**, under R.S. Khatian No. **228** subsequently recorded under and part of L.R. Khatian Nos. 1054, 1053 & 1066, (at present recorded under **L.R. Kh. No. 1749 & 1856**) with rights of ingress and egress through 6' feet wide common passages provided in the said Scheme Plan at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, unto and in favour of **M/S. Genesis Plaza Pvt. Ltd.** the First Party in Sl.No.(4) herein free from all encumbrances whatsoever.

**HH.** In the manners aforesaid by dint of the said two registered Deed of Conveyances the First Party in Sl. No.(4) herein is the owner of said two Plots of Land being **Plot No: 04, & 05, total admeasuring a land area about 06 Cottahs** a little more or less out which, 04 Cottahs 04 Chhitaks a little more or less comprised in part of **R.S. Dag No: 580**, and 01 Cottahs 12 Chhitaks in part of **R.S. Dag No: 596**, along with common easement right in all common passages in connection thereto, all under R. S. Khatain No; 228 **at present recorded under L.R. Khatian Nos: 1738, 1749 & 1856** at mouza Sulanguri morefully and collectively described in Part –IV of the Frist Schedule hereunder written and is fully seized and possessed of the same free from all encumbrances whatsoever without being interrupted by any person whomsoever and or from any corner whatsoever.

**II.** By a Deed of Conveyance dated 07.03.2014 duly registered at the office of the Addl. Dist. Sub-Registrar Rajarhat, New Town, North 24 Parganas, recorded in Book No. I, CD Volume No:4, Pages: from 10269 to 10291, Being No: 02618 for the year 2014, the said Sudipta Dey therein referred to as the Owner-Vendor at the valuable consideration mentioned therein sold transferred and conveyed All That a plot of land being **Plot No: 09**, under a Master Scheme Plan measuring **03 cotthas, 2 Chhittkas** a little more or less comprised in part of **R.S. Dag No. 590**,, under **R.S. Khatian No. 228** subsequently recorded under and part of L.R. Khatian Nos. 1054, 1053 & 1066 (at present recorded under **L.R. Kh. No. 1748**) with rights of ingress and egress through 6' feet and also 12' feet wide common passages provided in the said Scheme Plan at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, unto and in favour of **M/S. Centerio Realtors Pvt. Ltd.** the First Party in Sl. No.(5) herein free from all encumbrances whatsoever.

**JJ.** By a Deed of Conveyance duly registered at the Sub-Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No.17, Pages: 27 to 30, Being (Deed) No. 0212 for the year 1973, the said Sri Kartick Chandra Seal and said Sri Anil Chandra Seal being the owners thereof therein as the Vendors sold, conveyed and transferred free from all encumbrances, All That piece or parcel of Sali Land measuring about 0.40 acre comprised in part of R.S. Dag Nos.

539 and 0.11 acre comprised in part of R.S. Dag Nos. 542 both under and Part of R.S. Khatian No. 228 togetherwith 0.24 acre comprised in part of R.S. Dag No. 541 and 0.08 acre comprised in part of R.S. Dag No. 540 both under and Part of R.S. Khatian No. 201, total Sali Land admeasuring 0.83 acre comprised in Part of said four Dags all at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of one Sri Bhadreshwar Ghosh therein called as the Purchaser free from all encumbrances whatsoever; and after such purchase while in seized and possessed thereof, subsequently by a Deed of Conveyance dated 06.07.1976 duly registered at the Sub- Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 21, Pages: 46 to 48, Being (Deed) No. 7911 for the year 1976, the said Sri Bhadreshwar Ghosh being the owner thereof therein as the Vendor sold, conveyed and transferred free from all encumbrances, the entirety of his aforesaid purchased properties being All That piece or parcel of Sali Land total admeasuring 0.83 acre comprised in Part of said four Dags recorded under and Part of R.S. Khatian Nos. 228 & 201 all at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of one Smt. Namita Bala Mondal wife of Sri Bhupati Krishna Mondal therein called as the Purchaser free from all encumbrances whatsoever.

**KK.** By another Deed of Conveyance dated 30.01.1974 duly registered at the Sub-Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 21, Pages: 46 to 48, Being (Deed) No. 538 for the year 1974, the said Sri Kartick Chandra Seal and said Sri Anil Chandra Seal being the owners thereof therein as the Vendors sold, conveyed and transferred free from all encumbrances, All That piece or parcel of Sali Land measuring about 0.24 acre comprised in R.S. Dag Nos. 597 and 0.24 acre another part of Sali Land comprised in part of R.S. Dag Nos. 598, total admeasuring 0.48 acre in Part of said two Dags both under R.S. Khatian No. 228, at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of one Smt. Sunanda Chowdhury, Smt. Jaya Ghosh and Smt. Bela Ghosh all therein jointly called as the Purchasers free from all encumbrances whatsoever; and after such purchase while jointly seized and possessed thereof, by a Deed of Conveyance dated 06.12.1976 duly registered at the Sub-Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 137, Pages: 57 to 59, Being (Deed) No. 7911 for the year 1976, the said Smt. Sunanda Chowdhury, Smt. Jaya Ghosh and Smt. Bela Ghosh being the joint owners thereof therein as the Vendors jointly sold, conveyed and transferred free from all encumbrances, the entirety of their aforesaid purchased properties being All That piece or parcel of Sali Land measuring about 0.24 acre comprised in R.S. Dag Nos. 597 and 0.24 acre comprised in part of R.S. Dag Nos. 598 total admeasuring 0.48 acre comprised in Part of said two Dags both under R.S. Khatian No. 228, all at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of one Sri Sukhendu Ghosh son of Tarapada Ghosh therein called as the Purchaser free from all encumbrances whatsoever.

**LL.** Since after the aforesaid purchased the Said Sukhendu Ghosh thus became seized and possessed of the aforesaid property being All That piece or parcel of Sali Land total admeasuring 0.48 acre comprised in R.S. Dag Nos. 597 & 598 both under R.S. Khatian No. 228, all at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, as the absolute owner thereof and; while in seized and possessed thereof, by a Deed of Conveyance dated 15.11.1977 duly registered at the Sub- Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 140, Pages: 103 to 105, Being (Deed) No. 6215 for the year 1977, the said Sri Sukhendu Ghosh therein as the Vendor sold, conveyed and transferred free from all encumbrances, the entirety of his aforesaid purchased Sali Land total admeasuring 0.48 acre morefully described in the Schedule therein unto and in favour of Sri Bhupati Krishna Mondal the husband of aforesaid Namita Bala Mondal absolutely and forever.

**MM.** In the manners of aforesaid respective purchase by dint of the aforesaid two registered Deed of Conveyances Being Nos. 5491/1976 and 6215/1977, the said Smt. Namita Bala Mondal and her husband Sri Bhupati Krishna Mondal thus became the owners of total Sali Land measuring 0.99 acre comprised in Part of R.S. Dag Nos. 539, 542, 597 & 598 all under and Part of R.S. Khatian No. 228 togetherwith 0.32 acre comprised in Part of R.S. Dag Nos. 540 & 541 both under and Part of R.S. Khatian No. 201 total admeasuring 1.31(0.99+0.32) acre of Sali Land all lying and situated at Mouza Sulanguri, Police Station: Rajarhat at present New Town, District: 24 Parganas now North 24 Parganas, and became seized and possessed thereof without being interrupted by any person whomsoever and or from any corner whatsoever and also free from all encumbrances whatsoever and; during L.R. Survey Settlement the name of said Smt. Namita Bala

Mondal duly recorded under L.R. Khatian No. 204 and the name of said Bhupati Krishan Mondal duly recorded under L.R. Khatian No. 327 in respect of the aforesaid properties so purchased by each of them in the manners aforesaid.

**NN.** The said Bhupati Krihsna Mondal died intestate survived by his said wife Namita Bala, four sons namely Tarani, Satyajit, Swapan and Amiya Mondal, four daughters namely Mrs. Uma Mondal, Gouri Mondal, Parbati Nag and Miss Pratima Mondal all as the joint legal successors of said Late Bhupati Krishna Mondal and all those who since after his expiry became jointly seized and possessed of all the assets and properties including of the said 0.48 (0.24+0.24) acre of Sali Land comprised in R.S. Dag Nos. 597 & 598, at Mouza Sulanguri, Police Station: Rajarhat at present New Town, District: 24 Parganas now North 24 Parganas, recorded under L.R. Khatian No. 327 so left by said Bhupati Krishna Mondal since deceased and; while in joint enjoyment thereof, by a Deed of Conveyance dated 03.07.1992 duly registered at the Office of the Additional District Sub- Registrar Bidhannagar Salt Lake City, and recorded in Book No. 1, Volume No. 153, Pages: 371 to 382, Being (Deed) No. 7011 for the year 1992, the said Smt. Namita Bala Mondal, Tarani Mondal, Satyajit Mondal, Swapan Mondal, Amiya Mondal, Mrs. Uma Mondal, Gouri Mondal, Parbati Nag and Miss Pratima Mondal all being the joint owners thereof therein called as the Vendors sold, conveyed and transferred free from all encumbrances, out of their aforesaid properties a demarcated portion thereof marked as Scheme Plan Plot No. 10 & 11 consisting of a piece or parcel of Sali Land measuring 03 Cottahs, 13 Chitaks, 18 Sq.ft. comprised in Part of R.S. as well L.R. Dag No. 539, 01 Cottah, 02 Chhitaks, 23 Sq.ft. comprised in Part of R.S. as well L.R. Dag No. 542 and 02 Cottahs, 07 Chittaks, 27 Sq.ft. comprised in Part of R.S. as well L.R. Dag No. 597 total admeasuring 07 Cottahs, 07 Chittaks, 23 sq.ft. under and part of R.S. Khatian No. 228 corresponding to L.R. Khatian Nos. 204 & 327 and; also 03 Cottahs, 09 Chittaks, 22 Sq.ft. comprised in Part of R.S. as well L.R. Dag No. 541 under and part of R.S. Khatian No. 201 corresponding to L.R. Khatian No. 204, **total admeasuring 11 Cottahs, 01 Chhittak, a little more or less in Part of said four Dags including of 3' feet wide being the proportionate share of common passage, under and part of said L.R. Khatian Nos. 204 & 327**, all at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder and also delineated in map or plan showing the said plot nos. 10 & 11 bordered in Red colour and annexed thereto unto and in favour of one Sri Somnath Saha son of Late Subodh Kumar Saha and Smt Meena Saha wife of said Somnath Saha therein jointly called as the Purchasers free from all encumbrances whatsoever.

**OO.** Since after the aforesaid purchase by dint of said Deed of Conveyance dated 13.07.1992 Being No. 7011, the said Somnath Saha and Meena Saha thus became jointly seized and possessed of the said plot of land being Plot Nos. 10 & 11 total admeasuring 11 Cottahs, 01 Chhitak a little more or less with all rights of easements and quasi-easements on and over all the common passages and others rights and benefits in connection thereto as the joint owners thereof and during enjoyment of there said landed properties, a part or portion thereof measuring 01 Cottah, 02 Chhittaks, 23 Sq.ft. comprised in part of R.S. as well L.R. Dag No. 542 subsequently acquired by the Land Acquisition Collector by notification dated 12.12.1996 vide L.A. No. 7430, and; subsequently in consequence thereof, the said Somnath Saha and Meena Saha became entitled to and seized and possessed of the remaining portions measuring 09 Cottahs, 14 Chhittaks, 22 Sq.ft. comprised in Part of R.S. as well L.R. Dag Nos. 539, 541 & 597, all at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, as the absolute joint owners thereof under the State Government.

**PP.** While in enjoyment of their aforesaid properties free from all encumbrances, by a Deed of Conveyance dated 08.08.2012 duly registered at the Office of the Additional District Sub- Registrar Bidhannagar Salt Lake City, and recorded in Book No.1, CD Volume No. 14, Pages: 12702 to 12716, Being (Deed) No. 10339 for the year 2012, the said Somnath Saha and Meena Saha being the joint owners thereof therein as the Vendors sold, conveyed and transferred free from all encumbrances, out of their aforesaid purchased properties a demarcated portion thereof being ALL THAT piece or parcel of "Sali" land marked as Plot No.11B, under the said scheme plan measuring area about 02 Cottahs, 07 Chhittaks, 27 Sq.ft. a little more or less including the share of 6' feet wide common passage touching the said Plot comprised in part of R.S. Dag No. 597, togetherwith common easement rights on and over all the Common Passages and all others rights and benefits in connection thereto, lying and situated at Mauza Sulanguri, J.L. No. 22, R.S. No. 196, under and Part of R.S. Khatian No. 228 and L.R. Khatian No. 327, Touzi No. 178, Police Station- Rajarhat now New Town P.S., District: North 24 Parganas morefully and particularly described in the Schedule written therein unto and in favour of Sri Prabir Ghosh s/o Late Bato



Krishna Ghosh therein referred to as the Purchaser at the valuable consideration mentioned therein.

**QQ.** Since then by dint of aforesaid Deed of Conveyance dated 08.08.2012 the said Prabir Ghosh thus became seized and possessed of the aforesaid plot of land being **Plot No:11B measuring 02 cottahs, 07 Chhittaks, 27 Sq.ft.** a little more or less comprised in part of **R.S. Dag No. 597**, under **R.S. Khatian No. 228** subsequently recorded under and part of **L.R. Khatian No. 327**, at Mouza: Sulanguri, North 24 Parganas with right of common passages in connection to the said plot of land free from all encumbrances whatsoever; and while in absolute enjoyment thereof, by a Deed of Conveyance dated 15.03.2014 duly registered at the office of the Addl. Dist. Sub-Registrar Rajarhat, New Town, North 24 Parganas, recorded in Book No. I, CD Volume No:6, Pages: from 123 to 140, Being No: 03492 for the year 2014, the said **Prabir Ghosh** therein referred to as the Owner-Vendor at the valuable consideration mentioned therein sold transferred and conveyed All That a plot of land being **Plot No: 11B**, under a Master Scheme Plan measuring **02 cottahs, 07 Chhittaks, 27 Sq.ft.** a little more or less comprised in part of **R.S. Dag No. 597**, under **R.S. Khatian No. 228** subsequently recorded under and part of **L.R. Khatian No. 327**, (at present recorded under **L.R. Kh. No.1785**) togetherwith common easement rights on and over all the Common Passages and all others rights and benefits in connection thereto at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, unto and in favour of **M/S. Centerio Realtors Pvt. Ltd.** the First Party in Sl. No.(5) herein free from all encumbrances whatsoever.

**RR.** In the manners aforesaid by dint of the said two registered Deed of Conveyances, the First Party in Sl. No.(5) herein is the owner of said two Plots of Land being **Plot No: 09 & 11B, total admeasuring a land area about 05 Cottahs, 9 Chhittaks, 27 Sq.ft.** a little more or less out which, 03 Cottahs 02 Chhittaks a little more or less comprised in part of **R.S. Dag No: 590**, and 02 cottahs, 07 Chhittaks, 27 Sq.ft. a little more or less comprised in part of **R.S. Dag No. 597**, along with common easement right in all common passages in connection thereto, recorded under **R. S. Khatian No; 228** at present recorded under **L.R. Khatian Nos: 1748, 1785** at mouza Sulanguri morefully and collectively described in Part -V of the Frist Schedule hereunder written and is fully seized and possessed of the same free from all encumbrances whatsoever without being interrupted by any person whomsoever and or from any corner whatsoever.

**SS.** By a Deed of Conveyance dated 07.03.2014 duly registered at the office of the Addl. Dist. Sub-Registrar Rajarhat, New Town, North 24 Parganas, recorded in Book No. I, CD Volume No:4, Pages: from 10537 to 10559, Being No: 02619 for the year 2014, the said Sudipta Dey therein referred to as the Owner-Vendor at the valuable consideration mentioned therein sold transferred and conveyed All That a plot of land being **Plot No: 08**, under a Master Scheme Plan measuring **03 cottahs**, a little more or less comprised in part of **R.S. Dag No. 590**, under **R.S. Khatian No. 228** subsequently recorded under and part of **L.R. Khatian Nos. 1054, 1053 & 1066** (at present recorded under **L.R. Kh. No. 1746**) togetherwith common easement rights on and over all the Common Passages and all others rights and benefits in connection thereto at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, unto and in favour of **M/S. Girikunj Projects Pvt. Ltd** the First Party in Sl. No.(6) herein free from all encumbrances whatsoever.

**TT.** By another Deed of Conveyance dated 08.08.2012 duly registered at the Office of the Additional District Sub- Registrar Bidhannagar Salt Lake City, and recorded in Book No.1, CD Volume No. 14, Pages: 12967 to 12981, Being (Deed) No. 10356 for the year 2012, the said Somnath Saha and Meena Saha being the joint owners thereof therein as the Vendors sold, conveyed and transferred free from all encumbrances, out of their aforesaid purchased properties a demarcated portion thereof being ALL THAT piece or parcel of "Sali" land marked as Plot No.10B, under the said scheme plan measuring area about 02 Cottahs, 07 Chhittaks, 24 Sq.ft. a little more or less, comprised in part of **R.S. Dag No. 541**, togetherwith common easement rights on and over all the Common Passages and all others rights and benefits in connection thereto lying and situated at Mauza Sulanguri, J.L. No. 22, R.S. No. 196, under and Part of **R.S. Khatian No. 201** and **L.R. Khatian No. 204**, Touzi No. 178, Police Station- Rajarhat now New Town P.S., District: North 24 Parganas morefully and particularly described in the Schedule written therein unto and in favour of Mr. Sandip Khan s/o Sushanta Kahan therein referred to as the Purchaser at the valuable consideration mentioned therein.

**UU.** Since then by dint of aforesaid Deed of Conveyance dated 08.08.2012, the said Sandip Khan thus became seized and possessed of the aforesaid plot of land being Plot No:10B

measuring **02 cotthas, 07 Chhittaks, 24 Sq.ft.** a little more or less comprised in part of **R.S. Dag No. 541**, under R.S. Khatian No. **201** subsequently recorded under and part of L.R. Khatian **No. 204**, at Mouza: **Sulanguri, North 24 Parganas with right of common passages in connection to the said plot of land free from all encumbrances whatsoever; and while in absolute enjoyment there of**, by a Deed of Conveyance dated 15.03.2014 duly registered at the office of the Addl. Dist. Sub-Registrar Rajarhat, New Town, North 24 Parganas, recorded in Book No. I, CD Volume No:6, Pages: from 5346 to 5363 Being No: 03739 for the year 2014, the **said Sandip Khan** therein referred to as the Owner-Vendor at the valuable consideration mentioned therein sold transferred and conveyed All That a plot of land being **Plot No: 10B**, under a Master Scheme Plan measuring **02 cotthas, 07 Chhittaks, 24 Sq.ft.** a little more or less comprised in part of **R.S. Dag No. 541**, under R.S. Khatian No. **201** at present recorded under **L.R. Kh. No. 1801** with rights of ingress and egress through 6' feet common passages provided in the said Scheme Plan at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, unto and in favour of **M/S. Girikunj Projects Pvt. Ltd.** the First Party in Sl. No.(6) herein free from all encumbrances whatsoever.

**VV.** In the manners aforesaid by dint of the said two registered Deed of Conveyances, the First Party in Sl. No.(6) herein is the owner of said two Plots of Land being **Plot No: 08, & 10B**, total admeasuring a land area about **05 Cottahs, 7 Chhitaks, 24 Sq.ft.** a little more or less out of which, 03 Cottahs a little more or less comprised in part of **R.S. Dag No: 580**, and 02 cotthas, 07 Chhittaks, 24 Sq.ft. a little more or less comprised in part of **R.S. Dag No. 541**, along with common easement right in all common passages in connection thereto, under **R. S. Khatain No; 228 & 201** at present recorded under **L.R. Khatian Nos: 1746 & 1801**, at mouza Sulanguri morefully and collectively described in Part –VI of the Frist Schedule hereunder written and is fully seized and possessed of the same free from all encumbrances whatsoever without being interrupted by any person whomsoever and or from any corner whatsoever.

**WW.** By a Deed of Conveyance dated 08.08.2012 duly registered at the Office of the Additional District Sub- Registrar Bidhannagar Salt Lake City, and recorded in Book No.1, CD Volume No. 14, Pages: 12772 to 12786, Being (Deed) No. 10343 for the year 2012, the said Somnath Saha and Meena Saha being the joint owners thereof therein as the Vendors sold, conveyed and transferred free from all encumbrances, out of their aforesaid purchased properties a demarcated portion thereof being ALL THAT piece or parcel of "Sali" land marked as Plot Nos. 10C & 11D, under the said scheme plan measuring area about 01 Cottah, 02 Chhittaks, 24 Sq.ft. comprised in part of R.S. Dag No. 541 and 01 Cottah, 05 Chhitaks comprised in part of R.S. Dag No. 539, total admeasuring 02 Cottahs, 07 Chhittaks, 24 Sq.ft. a little more or less including the share of 9' feet wide common passage touching the said Plot Nos. 10C & 11D, togetherwith common easement rights on and over all the Common Passages and all others rights and benefits in connection thereto, lying and situated at Mauza Sulanguri, J.L. No. 22, R.S. No. 196, under and Part of R.S. Khatian No. 201 & 228 and L.R. Khatian No. 204, Touzi No. 178, Police Station- Rajarhat now New Town P.S., District: North 24 Parganas morefully and particularly described in the Schedule written therein unto and in favour of Smt. Archana Ghosh w/o Supriya Ghosh therein referred to as the Purchaser at the valuable consideration mentioned therein.

**XX.** Since then by dint of aforesaid Deed of Conveyance dated 08.08.2012, the said Archana Ghosh thus became seized and possessed of the aforesaid plot of land being Plot Nos. 10C & 11D free from all encumbrances whatsoever and while in absolute enjoyment thereof, by a Deed of Conveyance dated 15.03.2014 duly registered at the office of the Addl. Dist. Sub-Registrar Rajarhat, New Town, North 24 Parganas, recorded in Book No. I, CD Volume No:6, Pages: from 141 to 158, Being No: 03493 for the year 2014, the said Archana Ghosh therein referred to as the Owner-Vendor at the valuable consideration mentioned therein sold transferred and conveyed All That a plot of land being **Plot No: 10C & 11D**, under a Master Scheme Plan measuring **02 cotthas, 07 Chhittaks, 24 Sq.ft.** a little more or less out of which 01 cotthas, 02 Chhittaks, 24 Sq.ft. comprised in part of **R.S. Dag No. 541**, and 01 cotthas, 05 Chhittaks a little more or less comprised in part of **R.S. Dag No. 539**, under **R.S. Khatian No. 228 & 201** at present recorded under **L.R. Kh. No. 1800**, togetherwith common easement rights on and over all the Common Passages and all others rights and benefits in connection thereto at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, unto and in favour of **M/S. Legacy Township Pvt. Ltd.** the First Party in Sl. No.(7) herein free from all encumbrances whatsoever.

**YY.** By a Deed of Conveyance dated 08.08.2012 duly registered at the Office of the Additional District Sub- Registrar Bidhannagar Salt Lake City, and recorded in Book No.1, CD Volume No.

14, Pages: 12738 to 12751, Being (Deed) No. 10341 for the year 2012, the said Somnath Saha and Meena Saha being the joint owners thereof therein as the Vendors sold, conveyed and transferred free from all encumbrances, out of their aforesaid purchased properties a demarcated portion thereof being ALL THAT piece or parcel of "Sali" land marked as Plot No.11C, under the said scheme plan measuring area about 02 Cottahs, 07 Chhittaks, 24 Sq.ft. a little more or less including the share of 9' feet wide common passage touching the said Plot comprised in part of R.S. Dag No. 539, togetherwith common easement rights on and over all the Common Passages and all others rights and benefits in connection thereto, lying and situated at Mauza Sulanguri, J.L. No. 22, R.S. No. 196, under and Part of R.S. Khatian No. 228 and L.R. Khatian No. 204, Touzi No. 178, Police Station- Rajarhat now New Town P.S., District: North 24 Parganas morefully and particularly described in the Schedule written therein unto and in favour of Sri Bablu Ghosh s/o Late Bato Krishna Ghosh therein referred to as the Purchaser at the valuable consideration mentioned therein.

**ZZ.** Since then by dint of aforesaid Deed of Conveyance dated 08.08.2012, the said Bablu Ghosh thus became seized and possessed of the aforesaid plot of land being Plot Nos. 11C free from all encumbrances whatsoever and while in absolute enjoyment thereof, by a Deed of Conveyance dated 15.03.2014 duly registered at the office of the Addl. Dist. Sub-Registrar Rajarhat, New Town, North 24 Parganas, recorded in Book No. I, CD Volume No:6, Pages: from 159 to 176, Being No: 03494 for the year 2014, the said Bablu Ghosh therein referred to as the Owner-Vendor at the valuable consideration mentioned therein sold transferred and conveyed All That a plot of land being **Plot No: 11C** under a Master Scheme Plan measuring **02 cotthas, 07 Chhittaks, 24 Sq.ft.** a little more or less comprised in part of **R.S. Dag No. 539**, under **R.S. Khatian No. 228** at present recorded under **L.R. Kh. No. 1794**, togetherwith common easement rights on and over all the Common Passages and all others rights and benefits in connection thereto at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, unto and in favour of **M/S. Legacy Township Pvt. Ltd.** the First Party in Sl. No.(7) herein free from all encumbrances whatsoever.

**AAA.** In the manners aforesaid by dint of the said two registered Deed of Conveyances the First Party in Sl. No.(7) herein is the owner of said three Plots of Land being **Plot No: 10C & 11D & 11C, total admeasuring a land area about 04 Cottahs, 15 Chhitaks, 03 Sq.ft.** a little more or less out of which 01 cotthas, 02 Chhittaks, 24 Sq.ft. a little more or less comprised in part of **R.S. Dag No. 541**, and 03 cotthas, 12 Chhittaks, 24 Sq.ft. a little more or less comprised in part of **R.S. Dag No. 539**, along with common easement right in all common passages in connection thereto, under R. S. Khatain No; 201 & 228 at present recorded under **L.R. Khatian Nos: 1800 & 1794**, at mouza Sulanguri morefully and collectively described in Part –VII of the Frist Schedule hereunder written and is fully seized and possessed of the same free from all encumbrances whatsoever without being interrupted by any person whomsoever and or from any corner whatsoever.

**BBB.** Since after the aforesaid purchase by virtue of the respective Deed of Conveyances the First Parties herein have thus become seized and possessed of each of their respective portions of land under the respective Schedule thereunder also respectively describe in Part-I to Part-VII of the First Schedule hereunder written and adjacent to each other and total admeasuring a land area about **40 cottahs, 09 sq. ft.** a little more or less out which 21 cottahs 07 chittaks a little more or less comprised in part of R.S. No: 580, 03 cottahs 02 chittaks a little more or less in part of R.S. Dag No: 590, 05 cottahs 09 chittaks a little more or less in part of R. S. Dag No: 596, 04 cottahs 15 chittaks, 06 sq.ft. a little more or less in part of R.S. Dag No: 597, 03 cottahs 12 chittaks, 24 sq.ft. a little more or less in part of R.S. Dag No: 539, 01 cottahs 02 chittaks, 24 sq.ft. a little more or less in part of R.S. Dag No: 541 togetherwith common easement rights on and over all the Common Passages and all others rights and benefits in connection thereto, under and part of R.S. Khatian No: 228 & 201 and are at present severally recorded under **L.R. Khatian Nos. 1741, 1742, 1894, 1739, 1747, 1740, 1743, 1738, 1749, 1856, 1748, 1785, 1746, 1801, 1800 & 1794**, lying and situated at **Mauza Sulanguri**, Police Station: Rajarhat at present New Town, District: North 24 Parganas morefully and collectively described in Part – VIII of the FIRST SCHEDULE hereunder written and hereinafter for the sake of brevity referred to as the '**Said Land/ Said Demised Land**' and the First Parties herein are jointly seized and possessed thereof and are well and sufficiently entitled thereto free from all charges, claims, demands, attachments, liens, lispendencies, acquisitions, suits, injunctions and free from all sorts of encumbrances of whatsoever nature.

AND WHEREAS being desirous of development of the entire demised land under the First Schedule by way of construction of multi-storied buildings on and upon the said demised land hereunder the First Schedule consists with various numbers of self-contained residential flats, car

parking spaces, shops and others by or through a reputed developer-builder well known to market having well expertisation of such work of development and construction of Housing Enclave/Complex etc., by a **Development Agreement dated 07-04-2015**, the First Parties herein as the Landowners thereof appointed **M/S. ASTDURGA CONSTRUCTION PVT. LTD.** as the exclusive authorised Developer as well as the Agent of the First Parties and against the terms, conditions and stipulations mentioned therein thereby issued an exclusive license to the Developer to develop, construct and subsequently sell of the flats/car parking spaces/shops/units in the building or buildings so to be constructed by the Developer on and upon the Owners said land hereunder the First Schedule save and except the "Owners' Allocations" as mentioned therein and the said Development Agreement is self-explanatory;

AND WHEREAS By virtue of the said 'Development Agreement', the Developer has after obtaining the physical possession of the entire said land under the First Schedule hereto written from the Land-Owners, prepared and obtained a Composite Building Sanction Plan from under the Jyanga-Hatiara Gram Panchayet-II, vide **B.P. SL. No. 32/NZP** and commenced the construction works of multi-storied buildings on and upon the Owners' said demised land hereunder the First Schedule which is under progress.

AND WHEREAS since the aforesaid **Development Agreement dated 07-04-2015** was not registered and as such to meet up the present urge of the law and to make the work of development, construction and selling of Developer's Allocations by the Developer more valid and lawful and to avoid any litigation in future, a fresh Development Agreement have been further executed by and between all the Landowners and the said **M/S Astdurga Construction Private Limited** on 03.11.2015 and duly registered at the Office of the ADSR Rajarhat, North 24 Parganas, recorded in Book-1, CD Volume No:1523-2015, Pages:177173 to 177230, Being No.12025/2015 under almost same lawful terms and conditions contained in previous Development Agreement and the said registered Development Agreement is self-explanatory;

AND WHEREAS To meet up the true objects and intends of the said Development Agreement and to facilitate the Developer to fulfill the terms and conditions of the said Development Agreement and for proper implementation thereof by a Specific Power of Attorney duly registered on 27.11.2015. at the Office of the ADSR Rajarhat, North 24 Parganas, recorded in Book – I, CD Volume No: 1523-2015, Pages: 199666 to 199695, Being No. 12769/2015 all the Land Owners First Party herein therein referred to and called as the Principals appointed and empowered the said **Astdurga Construction Pvt. Ltd.** And **Mr. Sanjay Gupta** being the Director thereof therein referred and called as the 'Constituted Attorney' to do, execute and perform any or all necessary acts, deeds, matters and things in respect of the work of development and construction of the Housing Project on and upon the Owners' 'Said Land' under the First Schedule hereto and also of selling of the Developer Allocations under the said Development Agreement to the purchasers' intent to purchase the units / flats / car parking spaces / shops in the said Housing Project together with undivided, impartable proportionate share of the Land under the First Schedule hereto.

### **ARTICLE - III** **ABSOLUTE RIGHT TITLE OF THE OWNERS-VENDORS**

The Owners-Vendors herein are the joint owners and seized and possessed of or otherwise well and sufficiently entitled to the subject property more fully and particularly mentioned, described, explained, enumerated, provided at and under the **FIRST SCHEDULE** hereunder written and enjoying the right, title and interest thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever and without any interference, obstruction and disturbance whatever from any person whomsoever and corner and manner whatever save and except the rights conferred upon the Developer-Vendor and created by the Owners-Vendors herein by and way of and under the terms and conditions of the said Development Agreement and by which they have appointed the Developer herein as the only and exclusive Agent of the Owners to execute all the work of development and completion thereof in respect of the Owners' Said Land under the First Schedule hereto.

### **ARTICLE - IV** **THE PROJECT**

1. The said **Astdurga Construction Pvt. Ltd.** being the Developer-Vendor as well the exclusive Agent of the **Owners-Vendors** shall construct erect and complete all the Buildings in all

Blocks each block and/or building comprise of various Flats/Units/Apartments constructed spaces etc. capable of being held and/or enjoyed independently of each other and the car parking space commonly in common parking zone by the car parking space purchaser/s and the said Project has been named '**MEENA AURUM**' to be raised erected and constructed at or upon the FIRST SCHEDULE premises.

2. The Flats/Units/Apartments Constructed Spaces and Car Parking Spaces and other independent portions (save and except the common portions) at '**MEENA AURUM**' are enjoyable independently by such purchaser/s those who reserves the rights to enjoy the same by way of purchase under specific Agreement for Sale and under Deed of Conveyance/s and only upon the payment of the entire consideration thereunder.

## **ARTICLE V** **PURCHASERS INTEREST TO PURCHASE**

1. The Purchaser/s herein approached the Owners-Vendors and the Developer-Vendor herein for having allotment and purchase of **ALL THAT** piece and parcel of the Unit/Flat bearing no. .... on the ..... Floor measuring about an area a little more or less ..... sq. ft. in the "Said Building" together with/without Car Parking Space/s/ and together with the proportionate share of land contained at and under the said premises and together with the common areas, benefits, amenities, facilities and others thereof as under morefully and particularly mentioned, described, enumerated, provided and explained at and under the **SECOND SCHEDULE** hereunder written and as under and the Owners/ Vendors herein and the Developer-Vendor herein agreed to make such allotment on certain terms and conditions that have been agreed to by and between the parties and are being recorded in writing herein.

### **NOW IT IS HEREBY DECLARED THAT THE PARTIES HERETO HAVE AGREED AS FOLLOWS:-**

#### **1. ALLOTMENT:**

1.1 The Purchaser/s herein agree/s to purchase and the OWNERS-VENDORS as well the DEVELOPER-VENDOR herein, agree to sell and allot to the Purchaser/s herein **ALL THAT** the Unit/Flat bearing No ..... on the ..... Floor measuring about an area a little more or less ..... Square Feet super built up in the "Said Building" **along with a Car Parking Space** for parking of a small/medium size motor car in a space in the covered common car parking zone on the Ground Floor / in the Open Space within the premises that may be earmarked by the Developer herein morefully, particularly and collectively mentioned and described in the Second Schedule hereunder written together with the undivided proportionate impartable share of the entire said land contained under the First Schedule at the 'Said Premises' and together with common easement right to the common areas, benefits, amenities, facilities morefully described in the Third Schedule and others rights, benefits and appurtenances in connection to the Said Unit/Flat free from all encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever on the terms and conditions recorded herein.

1.2 The Purchaser/s herein shall pay the entire agreed consideration, additional payments and deposits in the manner specified in and upon completion of such payments, the **SECOND SCHEDULE** property shall be deemed to allotted to the Purchaser/s subject to the Purchaser/s herein first complying with and/or performing the terms, conditions, covenants and obligations required to be complied with and/or performed on the part of the Purchaser/s herein and as under or as stipulated and enshrined under prevailing law.

1.3 After completion of allotment as mentioned above, the Owners-Vendors and the Developer-Vendor herein shall execute the Deed of Conveyance/s unto and in favour of the Purchaser/s in respect of the said Unit/Flat (the said Flat with said Car Parking Space) in the manner stated herein.

#### **2. PURCHASERS SATISFACTION.**

The Purchaser/s herein has/have independently examined or caused to be examined the following relating to the title and has/have fully satisfied himself/herself/ itself/ themselves about the same.

- a) The documents relating to the title of the premises;

- b) The Building Plan/s and/or modifications sanctioned and/or approved by under the Jyangra-Hatiara Gram Panchayet – II ;
- c) The respective right, title and interest of the Owners-Vendors and the Developer-Vendor herein in respect of the premises;

2.1 The Purchaser/s undertake/s and covenant/s as not to raise henceforth any objection or make any requisition regarding the above and also waive/s his/her/its/their right, if any to do so.

### 3. CONSTRUCTION:

3.1 The construction of the Building/s including the said **SECOND SCHEDULE** property and the common parts and portions thereof, shall be carried out by the Developer herein.

3.2 The Building/s and the common portions shall be constructed and completed as per the specifications (including any revisions thereto) mentioned as described, explained, and provided in the **FOURTH SCHEDULE** hereto.

3.3 The materials of construction, promotion, building, development and erection of the Building/s including the **SAID FLAT/UNIT** described in the **SECOND SCHEDULE** property and their quality shall be such as be approved by the recorded Architect / Surveyor thereof.

3.4 The Developer herein shall be entitled to make such changes, modification, additions, alterations and/or variations regarding the construction, erection, promotion, building and development and the specifications of the Building/s including the **SECOND SCHEDULE** property, the common portions as may be deemed necessary by the Developer-Vendor herein and/or required by any authority including under the Jyangra-Hatiara Gram Panchayet-II wherein the Purchaser/s hereby authorize/s the Developer-Vendor herein in this regard and the knowledge or any further consent of the Purchaser/s herein shall not be required henceforth for the same. Such charges, costs, expenses etc. may be made by the Developer herein in consultation with the Architect/s. No claim or objection shall be raised by the Purchaser/s herein in this regard at any time.

3.5 The decision of the Architect/s regarding the quality and specifications of the materials and the workmanship regarding construction shall be final and binding on the parties.

3.6 The Purchaser/s herein before or after completion of sale of the subject unit herein shall not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance impediment, interference or objection in any manner relating to or concerning the construction or completion of the buildings by the Owners-Vendors as well the Developer-Vendor herein and/or the Transfer sale of disposal of any Unit/s/ Flat/s/Car Parking Space/s or other portion/s of the said Building/s. In default, the Purchaser/s herein shall be responsible and liable for all the losses and damages, which the Owners-Vendors and the Developer-Vendor herein may suffer in this regard.

3.7 The Owners-Vendors and the Developer-Vendor herein shall endeavor to construct, promote, built, develop and erect the said Unit/s/Flat/s/Car Parking Space/s and Other/s and make the same ready for delivering possession thereof on or before the date mentioned in **PART-III** of the **FIFTH SCHEDULE** hereunder written subject to the Force Majeure and/or reasons beyond the control of the Developer-Vendor herein, in which irresistible circumstances the time shall automatically stand extended and the Purchaser/s herein shall not be entitled to make or raise any objection or claim whatsoever in that regard.

3.8 The Purchaser/s herein shall not in any manner interfere or hinder or obstruct the completion of the Project and/or the other Unit/s/Flat/s/Car Parking Space/s/and Other portion/s of the said Building/s or any part thereof by the Developer-Vendor herein and/or the other prospective Purchaser/s hereof and shall further not be entitled to raise and make any objection whatever with regard to raising, constructing, promoting, building, developing and erecting and there upon any further storey and/or stories as above at and upon the roof/s of the building/s ought to be constructed, built, developed, promoted and erected and to lawfully use, enjoy, sell, demise, transfer, provide and give the same to any person whomsoever for any consideration and in any lawful manner whatsoever and till the said construction, erection, promotion, development and building of the said further storey and/or stories is/are not made and or completed, the roof/s of the said building/s shall be the property of the Developer-Vendor herein and upon the completion of the said erection, promotion, development and construction of building and the said further storey

and/or stories, the ultimate roof of the said building shall be under the use, occupation and possession of the Owners-Vendors and the Developer-Vendor herein in the manner as kept, assigned and provided at and under the agreement/s and/or conveyance/s thereof meant for the transfer, alienation, grant, demise of the parts and portions of the subject premises and building/s standing and/or lying erected thereupon and further to make any further construction, erection, development, promotion and building at and around and adjacent plots to the subject project in next phase of the development work. The purchaser's limited use of right shall remain in the said ultimate roof and the purchaser consents to the same.

**3.9** The Purchaser/s herein shall not be entitled to raise or cause to raise any objection of whatsoever nature in the matter of completion of the said project and construction of the said Unit/s/Flat/s/Car Parking Space/s and Other portion/s of the said Building/s and/or construction of further structure/s thereupon anyhow and or in any manner in any way whatsoever.

**3.10** The Developer-Vendor herein have already acquired other plots by way of Development Agreement and further shall be entitled to acquire and own any further land property and/or properties at and around and adjacent to the subject property for the purpose of further development, construction, erection, building and promotion of Building/s whether commercial or residential in the manner of Phase-I, Phase-II, Phase-III etc. The prospective flat/apartment/space buyer/s of the adjoining plots shall also be entitled to use the common spaces, common areas, benefits, amenities of the project like community hall, gymnasium, club, etc. if so to be installed by the Developer-Vendor at the subject premises and the Purchaser hereby agrees and consents to such sharing of amenities at the absolute discretion of option of the Developer-Vendor.

**3.11** The Owners-Vendors and the Developer-Vendor herein shall be entitled to make the Project in various phases consisting of various Blocks, if necessary and/or expedient at and under the choice of the Owners-Vendors / Developer-Vendor herein, and it is agreed by the Purchaser/s herein that the common areas, facilities, amenities, benefits and entitlements of the Purchaser/s herein shall be confined strictly to the common areas, facilities, amenities, benefits and entitlements at and under the particular Block only at and under which the Purchaser/s herein shall be having its/his/her/their ownership and occupation and with respect to the other common areas, facilities, amenities, benefits and entitlements at and under the remaining common areas, facilities, amenities, benefits and entitlements remaining at and under the Project hereof the Purchaser/s herein shall be having limited rights and interest namely, for ingress and egress expedient, viable and necessary thereof.

#### **4. CONSIDERATION:**

**4.1** The agreed consideration for sale, transfer, conveyance, alienation, grant, of the said Unit/s/Flat/s/Car Parking Space/s and Other/s as mentioned, described, numerated, provided and given in **PART- I** of the **FIFTH SCHEDULE** hereunder written shall be paid by the Purchaser/s herein to the Owners-Vendors / Developer-Vendor herein in accordance with the payment schedule contained at and under **PART-II** of the **FIFTH SCHEDULE** hereunder written. Time for payment shall be the essence of the contract.

#### **5. ADDITIONAL PAYMENTS AND DEPOSITS:**

**5.1** Beside the agreed consideration, the Purchaser/s herein shall also pay to the Developer-Vendor herein the additional payments as mentioned, explained, enumerated, provided and given at and under **PART-I** of the **SIXTH SCHEDULE** and also shall pay and deposits all as mentioned in **Part – II of the Sixth Schedule** hereunder written.

**5.2** In case the area of the flat is found to be increased after completion of constructions and if such addition in area is certified by the architect of the project, the Purchaser/s herein shall make the payment/s of consideration/s of such additional area at the rate at which the consideration/s is agreed hereto.

**5.3** The amounts of the additional payments and deposits shall be paid by the Purchaser/s herein within 15 days of the respective demand for the same on or before the date of possession whichever is earlier. In the event of the Developer-Vendor herein being unable to quantify an amount at the initial stage, the Purchaser/s herein shall make payment on the basis of the estimates made by the Developer-Vendor herein. In case of subsequent revision of estimates and/or upon quantification of the concerned amount(s) demanded by the Developer-Vendor

herein, the Purchaser/s herein shall pay the balance/ further amount(s) within 15 days of such demand.

**5.4** The Additional Payment and the deposits are an integral part of the transaction and non-payment/delayed payments thereof shall also result in default on in the part of the Purchaser/s and the Owners-Vendors and the Developer-Vendor herein shall become entitled to exercise the rights on the Purchaser/s causing such default.

## **6 POSSESSION**

**6.1** Upon the said Unit/s/Flat/s/Car Parking Space/s /Commercial Space/s and Other/s, if any, shall be deemed to be ready for delivery of possession upon the same being completed internally in a reasonable habitable condition with reasonable ingress to and egress from the said Unit/s/Flat/s/Car Parking Space/s and Other/s being provided along with temporary or permanent water, drainage, sewerage, electricity and lift facilities, the Developer-Vendor shall thereafter issue a notice to the Purchaser/s herein calling upon the Purchaser/s herein to take possession of the said Unit/s/Flat/s/Car Parking Space/s and other/s upon making payment of balance of the entire agreed consideration along with all other additional amounts and deposits payable under the terms and conditions of this presents and also complying with all other outstanding obligations of the Purchaser/s herein at the relevant time to be performed by the purchaser/s even if any or some work in respect of the common areas, common amenities and common facilities are not till then completed in all respect. However the Developer-Vendor shall cause to complete all the common portions and common facilities and as per program of constructional specification respectively mentioned in the Third and Fourth Schedule hereunder.

**6.2** The Purchaser/s herein shall be entitled to receive possession of the said Unit/s /Flat/s/Car Parking Space/s and Other/s only upon prior payment of all his/her/their dues including the agreed consideration, the additional payments and deposits and also upon due compliance with and/or performance of all covenants, undertakings and obligations required to be complied with and/or performed on the part of the Purchaser/s herein in pursuance hereof or otherwise required by law. The obligation to make over possession of the said Unit/s/Flat/s/Car Parking Space/s and other/s to the purchaser/s shall arise only thereafter.

**6.3** In the event of the Purchaser/s herein not making full payment and/or not complying with any of his/her/their obligations and/or not taking possession of the said Unit/Flat within a period of 15 days from the date of issue of the notice under clause 6.1 hereinabove, the Purchaser/s herein shall be deemed to have committed default entitling the Owners-Vendors / Developer-Vendor herein to exercise its rights on the Purchaser's/s' default.

**6.4** With effect from the date of possession the Purchaser/s herein shall be deemed to have fully satisfied himself /herself/themselves regarding the title of the property and the respective rights, title of the Owners-Vendors and the Developer-Vendor and also regarding constructional-specifications, built up and super built-up area, workmanship, materials use and structural stability and completion of the Buildings, the common portions and the said Unit/s/Flat/s/Car Parking Space/s and Other/s modification and accordingly shall not thereafter be entitled to raise any objection or make any claim regarding the same.

## **7. ALIENATION**

**7.1** Until a Deed of Conveyance is executed unto and in favour of the Purchaser/s herein, the Purchaser/s herein shall not be entitled to mortgage (except in the case of the purchaser obtaining a home/housing loan from any recognized financial institution where Clause- C below shall be applicable) or encumber or alienate or dispose of or deal in any manner whatsoever with the said Unit/Flat or any portion thereof and/or any right or benefit of the Purchaser/s herein in the said Unit/s/Flat/s/Car Parking Space/s and Other/s and/or under this Memorandum unless all the following conditions are complied with:

- a) There has been no default whatsoever by the Purchaser/s herein in compliance with and/or performance of any of the Purchaser herein covenants, undertakings and obligations under this memorandum or otherwise.
- b) The Purchaser/s herein has/have made full payment of the agreed consideration, the additional payments and deposits.



- c) Prior consent in writing is obtained from the Developer herein regarding the proposed mortgage, encumbrance, assignment, disposal or alienation.

**7.2** After completion of the execution and registration of the Deed of Conveyance unto and in favour of the Purchaser/s herein, the Purchaser/s herein may deal with or dispose of or alienate the said Unit/Flat in lawful manner and subject to the following conditions:

- a) The said Unit/s/Flat/s/Car Parking Space/s and other/s be one lot and shall not be partitioned or dismembered in parts. In case of sale, alienation, transfer, demise, and grant of the said Unit/s/Flat/s/Car Parking Space/s/ and other/s unto and in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.
- b) The transfer, sell, grant, demise, and sale of the said Unit/s/Flat/s/Car Parking Space/s/ and Other/s by the Purchaser/s herein shall not be in any manner inconsistent with this Agreement and/or the Deed of Conveyance and the covenants contained herein and/or to be contained in the Deed of Conveyance shall run with the land and/or transfer and shall be self-same manners and nature. The person(s) to whom the Purchaser/s may transfer/ alienate the said Unit/s/Flat/s/Car Parking Space/s and Other/s shall be made bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Purchaser/s herein by law and/or by virtue of this Agreement and/or the proposed necessary Deed of Conveyance.
- c) All the dues including outstanding amounts, interest, maintenance charges, electricity charges, municipal and other taxes etc. relating to the said Unit/s payable to the Developer-Vendor herein, the maintenance Agency, the Association and the Municipality are paid by the Purchaser/s in full prior to the proposed transfer/alienation. Such dues, if any shall in any event, run with such proposed transfer.

## **8. DOCUMENTS RELATING TO TRANSFER:**

The preparation of the Deed of Conveyance and the registration of the same shall be made by the Developer's Solicitors/Advocates and all expenses towards such preparation and such registration of such conveyance including of necessary stamps duty and registration fees togetherwith all other miscellaneous and incidental costs shall be incurred by the purchaser/s and the Purchaser/s agrees with the same.

**8.1** The Purchaser/s agrees to sign and execute all other papers and documents that may be prepared by the Developer-Vendor herein or by its Advocate in connection with and/or relating to the transfer of the said Unit/s/Flat/s/Car Parking Space/s and other/s.

**8.2** The Purchaser/s herein shall within 15 days of being required by the Owners and the Developer, may accept, execute, complete and deliver to the Owners-Vendors / Developer-Vendor herein such executed documents, statements, declarations affidavits and authorities as be deemed reasonable by the such Advocate relating to the transfer envisaged hereinabove.

**8.3** At any time after the completion of construction of the said Unit/s/Flat/s/Car Parking Space/s, the Owners-Vendors/Developer-Vendor herein or any of them may intimate to the Purchaser/s herein their intention of executing the Deed of Conveyance and the Purchaser/s herein shall within one month of such intimation comply with all his/her/their obligations which are necessary for the execution and registration of the Deed of Conveyance. In default, the Purchaser/s herein shall be responsible and liable for all losses and damages which the Owners-Vendors / Developer-Vendor herein or any of them may suffer.

**8.4** The Owners-Vendors / Developer-Vendor herein shall be required to execute the Deed of Conveyance and/or other papers and documents for transfer of the said Unit/s/Flat/s/Car Parking Space/s/ and Other/s only upon all the following conditions and obligations being satisfied and complied with by the Purchaser/s herein:

- a) The agreed consideration, the additional payments and deposits are paid in full by the Purchaser/s herein.
- b) The Purchaser/s herein is/are not in default in respect of any of his/her/its/their obligation/s.
- c) All other amounts or dues payable by the Purchaser/s herein hereunder or in law in respect of the said Unit/s/Flat/s/Car Parking Space/s/ and Other/s are paid in full by the

Purchaser/s including maintenance charges, electricity charges, municipal and other taxes and levies and other outgoings.

- d) The Purchaser/s herein deposits with the Developer-Vendor herein or the Advocate of the Developer, such estimated amount of stamp duty, registration fee with other statutory outgoings and other connected and miscellaneous expenses relating to the execution and registration of the Deed of Conveyance and/or requisite papers and documents.

## 9. RIGHTS:

9.1 The following rights are intended to be and shall be transferred in favour of the Purchaser/s herein at the time of completion of the transaction;

- a) Transfer of the said Unit/s/Flat/s/Car Parking Space/s/ and Other/s to be constructed by the Owners-Vendors/ Developer-Vendor herein as described, explained, enumerated, provided and given in **PART-I** of the **SECOND SCHEDULE Together With undivided impartable proportionate share of rights, title and interest in the land described in the First Schedule** hereunder written;
- b) Right to park medium sized Motor car in the said Car Parking Space, if any agreed to be purchased under these presents and described in **PART-II** of the **SECOND SCHEDULE** hereunder written.
- c) Right of common use and enjoyment only in respect of the common portions mentioned, described, explained, enumerated and provided in the **THIRD SCHEDULE** hereunder written in common with the owner and/or occupiers of the other portions of the Building/s; save and except the portion of the open spaces reserved by the Developer-Vendor en-marked for the car parking.

9.2 Any of the following is not intended to and shall not be transferred unto and in favour of the Purchaser/s herein and the Purchaser/s herein shall have no right, title and interest whatsoever in respect thereof;

- a) The roof of the Buildings at the Premises save and excepts limited common rights as stated in Third Schedule hereunder; since the entire roof of the building shall be held and possessed by the Developer-Vendor who shall be entitle to raise additional floor/s on the said roof and shall be entitle to dispose off in any way to any person at its own discretion and the purchaser/s shall not be entitle to raise any objection thereat. The Developer-Vendor shall also be entitled to display Hoardings, by way of Advertisement by fixing movable structures if necessaries for the said purpose on the roof and also on the parapate walls of the building keeping the structure stability unharmed. The Developer-Vendor shall be exclusively entitled to all the revenues and or earnings coming out of such Hoardings and Advertisements and reciprocally shall be solely responsible to pay the taxes & levies, if any imposed by any authorities for displaying such Hoardings and or Advertisements.
- b) Common Portions except the open and covered spaces in the Buildings and the Premises not included in the common portions mentioned in the **THIRD SCHEDULE** hereto.
- c) Other flats/units, car parking spaces and other portions (except the right to park medium sized motor car on a portion thereof if the Purchaser/s herein has/have hereby agreed to purchase the same) in the Buildings and/or at the said Premises.
- d) Right of further construction on any part of the land comprised in the premises or raising of any additional Floor/Storey/ construction over the roof/s of the Building/s reserved under the Developer-Vendor only;

9.3 In respect of the properties and rights which are not intended to be transferred to the Purchaser/s as aforesaid, the Owners-Vendors and the Developer-Vendor herein shall be entitled to use, utilize, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such lawful terms and conditions as shall deem fit and proper by them in their absolute discretion, without any reference to the Purchaser/s herein. The Purchaser/s herein hereby agrees to the same and undertakes not to raise any claim or create or cause to be created any obstruction or hindrance whatsoever regarding the same.

9.4 Proportionate share of the Purchaser/s herein in respect of any matter referred to under this Memorandum shall be such as may be determined by the Owners-Vendors and the

Developer-Vendor herein and the Purchaser/s herein agrees and undertakes to accept the same notwithstanding there being minor variations.

**9.5** The right of the Purchaser/s herein regarding the undivided share shall be variable depending on further/additional constructions, if any, made by the Owners-Vendors and the Developer-Vendor herein from time to time and the Purchaser/s hereby agrees and consents to the same. Any such variation shall not affect the agreed consideration and no claim can be raised regarding the same by the Purchaser/s herein.

**9.6** The Owners-Vendors and the Developer herein shall be entitled at all times to install, display and maintain its name and/or logo on the roofs of the Building/s and/or other areas in the Buildings or the premises by putting up hoardings, display signs, neon signs, lighted displays etc. without being required to pay any charges for the same and neither any of the Unit/Flat/Car Parking owner and occupiers nor the Association or any other entity shall be entitled to object or to hinder the same in any manner whatsoever.

**9.7** The Developer-Vendor herein may permit and/or grant rights to outside/third parties against payment of consideration charges to the Developer-Vendor herein for setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems on the roof/s of the Building/s and neither any of the Unit/Flat/Car Parking owner/s and occupier/s nor the Association or any other entity shall be entitled to object or to hinder the same in any manner whatsoever.

## **10. MAINTENANCE AND ENJOYMENT:**

**10.1** The Building and the premises shall initially be managed and maintained by the Maintenance Agency.

**10.2** After delivery of the possession of all the Unit/Flat Unit/Flats in the Buildings, the Owners-Vendors and the Developer-Vendor herein shall take steps for formation of the Association. Any association, syndicate, committee, body or society formed by the Unit/Flat/Car Parking Owners and occupiers without the participation of the Owners/ Vendors and the Developer-Vendor herein shall not be entitled to be recognized by the Owners-Vendors and the Developer-Vendor herein and shall not have any right to represent the Unit/Flat/Car Parking owner/s and occupier/s to raise any issue relating to the Building/s or the premises. The maintenance of the Building/s shall be made over or handed over to the Association by the Developer or its nominated/appointed Maintenance Agency and upon such making over the Association shall be responsible for the maintenance of the Building/s and the premises.

**10.3** The employees of the Maintenance Agency of the common purposes such as Watchmen, Security Staff, Caretaker, Liftmen, Sweepers etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Purchaser/s herein hereby consents to the same and shall not be entitled to raise any objection thereto.

**10.4** The Purchaser/s herein shall from the date of possession use and enjoy the said Unit/s/Flat/s/Car Parking Space/s and Other/s in the manner not inconsistent with his/her/their rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Unit/s/Flat/s/Car Parking Space/s and Other/s and/or any of Owners-Vendors and the Developer-Vendor herein Party herein.

**10.5** All costs, charges and Expenses relating to the formation and functioning of the Association shall be borne and paid by all Unit/Flat/Car Parking Owner and occupiers of the Buildings including the Purchaser/s herein.

**10.6** The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.

**10.7** The rights of Owners-Vendors and the Developer-Vendor herein, the Maintenance Agency and the Association relating to certain matters are more fully and particularly mentioned, described, enumerated, provided, given and specified in the **SEVENTH SCHEDULE** here-under written and/or given and the same shall be binding on the Purchaser/s herein.

**10.8** The obligations and covenants of the Purchaser/s herein in respect of the user, maintenance and enjoyment of the said Unit/Flat/Car Parking Space, the common portions, the Building/s, and the premises including payment of maintenance charges, electricity charges, municipal and other taxes and other outgoings are more fully and particularly mentioned, described, enumerated, provided, given and specified in the **EIGHTH SCHEDULE** hereunder written to and the same shall be binding on the Purchaser/s herein. It is expressly made it clear that in the event of the Purchaser/s herein not taking possession of the said Unit/s/Flat/s/Car Parking Space/s within 15 days of the issue of notice under clause 6.1 hereinabove, the liability of the Purchaser/s to make payment of all costs, expenses and outgoings in respect of the said Unit/s/ Flat/s/Car Parking Space/s including the maintenance charges, electricity charges, municipal and other taxes and other outgoings shall immediately commence thereafter from the 16<sup>th</sup> day of notwithstanding anything to the contrary contained, explained, enumerated, provided and given in the **EIGHTH SCHEDULE** hereunder written or elsewhere in this memorandum. Such liability shall continue till the same is paid by the Purchaser/s herein or the Agreement is cancelled/terminated.

#### **11. DEFAULT:**

**11.1** Failure to make payment of any amount payable by the Purchaser/s herein under these presents being the agreed consideration and/or the additional payments and/or deposits or otherwise within the specified time, or within 7 (seven) days of demand if no time is specified, shall amount to a default entitling the Owners-Vendors and the Developer-Vendor herein to exercise all or any of the Rights on the Purchaser's/s' default.

**11.2** In non-compliance of any of the terms, conditions, covenants, undertakings, stipulations restrictions, prohibitions and obligations of the Purchaser/s herein including the obligations to make payment and deposit all the amounts under these presents by the Purchaser/s within the time stipulated hereto, the Owners-Vendors and Developer-Vendor herein shall be entitled to exercise all or any of the Rights on the Purchaser's/s' default.

**11.3** The Rights of the Owners-Vendors and or the Developer-Vendor to take steps on the Purchaser's/s' default are independent to each other and not alternative to each other and more than one of the said rights may be simultaneously exercised and/or enforced by the Owners-Vendors and the Developer-Vendor herein regarding any default on the part of the Purchaser/s herein.

**11.4** If the Purchaser/s fails to fulfill his/her/their obligations under this agreement, the Owners-Vendors and the Developer herein shall have exclusive liberty to cancel this Agreement upon a prior 7 (seven) days notice to the Purchaser/s and shall be entitled to forfeit 3% of the total agreed consideration of the subject Flat/unit and refund the balance without paying any interest to the purchaser/s within 3 (three) months from the date of such cancellation and the Owners-Vendors and the Developer-Vendor in that event immediate after such cancellation shall have full liberty to enter into a fresh booking and or agreement in respect of the subject unit with any intending purchaser or purchasers at its own choice and discretion after intimating to the Purchaser/s of such matter of cancellation and the Purchaser/s herein hereby agreed with and consent to the same. The Notice served by the Owners-Vendors or the Developer-Vendor to the Purchaser/s either by hand delivery or by Speed Post in this respect shall be treated as the Owners-Vendors' as well the Developer-Vendor's obligation in this regard is fulfilled.

**11.5** In case of default by Owners-Vendors and the Developer-Vendor herein, the Purchaser/s herein shall be entitled to claim specific performance.

#### **12. FORCE MAJEURE:**

In the event of any delay by the Owners-Vendors and the Developer-Vendor herein in fulfilling any of their obligations herein due to any of the circumstances defined above as the Force Majeure and/or reasons beyond the control or reasonable estimation of any of the Owners-Vendors and the Developer-Vendor herein, then in such an event the time for the relevant matter shall stand extended and the Owners-Vendors and the Developer-Vendor herein shall not be liable for any interest or damages for such delay if any due to any of the reasons thereunder.

#### **13. MISCELLANEOUS:**

**13.1** The Project and the Building to be constructed at the said premises have been named '**MEENA AURUM**' and the same shall remain unaltered.

**13.2** Simultaneously with the signing of this Agreement by all the parties participating hereto, all previous oral and written assurances, representations, brochures, correspondence, if any shall be deemed to be invalid and terminated. Any mutual modification or variation of any terms and conditions recorded in this Agreement shall be valid only if the same is made in writing by all the parties hereto.

**13.3** Any delay for the time being in exercising and or enforcing any of the rights by the Owners-Vendors and the Developer-Vendor herein compelling the Purchaser/s or any other Unit/Flat/Car Parking owner/s and occupier/s to perform the Purchaser's/s' obligations under these presents shall not amount to any waiver of any of the rights of the Owners-Vendors and the Developer-Vendor herein available to them under the terms and conditions of these presents.

**13.4** In respect of any of the rights and or objection/obstruction of the Owners-Vendors and the Developer-Vendor herein or any of them as against or towards the Purchaser/s, it shall be sufficient if the Developer-Vendor herein take any steps and/or issue notices regarding the same and it shall not be necessary for all the Owners-Vendors herein to take any step jointly or independently since the Developer-Vendor herein have been appointed jointly by all the Owners-Vendors herein as their exclusive agent and authorized representative by an under the said Development Agreement. It shall however be necessary for the Purchaser/s herein to give notice and deal with each of the Owners-Vendors / Developer-Vendor herein individually and separately.

**13.5** The terms and conditions between the parties have been agreed at and this Memorandum is being executed at the office of the Owners-Vendors / Developer-Vendor herein.

**13.6** The Purchaser/s shall have no connection whatsoever with any of the other Unit/Flat/Car Parking Space/s and particularly and specifically with any of the commercial unit and or with the entire commercial portions and there shall be no privities of contract or any agreement or arrangement as amongst the Purchaser/s herein and the other Unit/Flat/Car Parking Space Owner and occupiers (either express or implied) and the Purchaser/s herein shall be responsible to the Owners-Vendors / Developer-Vendor herein for fulfillment of the Purchaser/s' obligations irrespective of non-compliance by any other Unit/Flat/Car Parking Owner and occupiers.

**13.7** If at any time hereafter there be imposition of or enhancement in any tax including GST, duty, levy, surcharge, charge or fee under any statute, rule or regulation on the premises, the building/s and/or the said Unit/s/Flat/s/Car Parking Space/s or on the transfer, alienation, grant, demised and Sale of the said Unit/s/Flat/s/Car Parking Space/s, the same shall be borne and paid by the Purchaser/s herein proportionately or wholly as the case may be, without raising any objection thereto, within 7 days of demand being made by the Owners-Vendors / Developer-Vendor herein from the notification date and the Owners-Vendors / Developer-Vendor herein shall not be liable for the same.

**13.8** The Purchaser/s herein shall be responsible for and shall make harmless and indemnify and shall further ever cause to keep indemnified the Owners-Vendors/Developer-Vendor herein, maintenance agency and/or the Association from and against all actions, claims, demands, proceedings, damages, costs, charges, expenses, occasioned relating to the premises or any part of the Building/s or to any person due to any negligence or any act deed thing or omission made done or occasioned by the Purchaser/s herein and/or the servants, agents, licensees or invitees of the Purchaser/s herein and/or any person/s, mortgage/lessee and/or others claiming any such under or through the Purchaser/s herein.

**13.9** Further the Purchaser/s herein shall be entitled to the said Unit/Flat and the proportionate share of land to the extent of the said Unit/Flat hereunder intended for transfer, sell, demise, grant and provide common easement rights in respect to the common areas, facilities, amenities, benefits and entitlements as provided or shall be stipulated by the Developer at and under which the Purchaser/s herein shall be having its/his/her/their ownership and occupation and keeping harmless and indemnified the Owners-Vendors/Developer-Vendor herein and also the open space car parking owner/s as the case may be, shall be having the discretion to alienate, transfer, demise, provide and grant the same to any person whomsoever of his/her/their choice but in self-same nature of terms, conditions, covenants, stipulation and reservations as provided hereunder and as shall be made in the final Deed of Transfer for completion of this transaction.

**13.10** The Developer herein has offered to setup a Club within 'MEENA AURUM'. The area of the said Club consisting a Community Hall and multi-gym centre with standard club features. The membership in the said club is compulsory for each flat owner. The Developer-Vendor herein

and/or the Association and/or the Maintenance Company for the time being in force shall be the sole authority regarding the formulations of the rules, regulations thereof, numbers of membership and the allotment of membership of the said Club and the use and occupation of the said Gymnasium and Games and that shall be under such terms and conditions as may be decided by the Developer-Vendor. The Developer-Vendor herein and/or the Association and/or the Maintenance Company for the time being in force shall also be entitled to revise the club user charges. The annual membership charge has been fixed by the Developer at Rs. 3,000/- for the commencing period.

**13.11** Membership rules shall be decided and made under the sole authority of the Developer-Vendor herein and/or the Association and/or the Maintenance Company for the time being in force who shall be fully entitled to allot the memberships of the said club to the unit holders including the outsiders, residents of the adjacent buildings and or the adjacent Enclaves/Projects, if so be developed by the Developer herein.

**13.12** The display of 'MEENA AURUM' in any manner may be erected in any of the **BLOCK** inside Enclave.

**14. NOTICE:**

All notices shall be sent by registered post/speed post with acknowledgement due at the last notified address of the addressee and shall be deemed to be served on the fourth day after the date of such dispatch.

**15. ARBITRATION:**

If any disputes or differences arises between the parties implementing this agreement or facing true interpretation to the terms herein, the same shall be referred to an Advocate or Arbitrator chosen by the parties hereto or such separate one or two Advocates or Arbitrators selected by each of the party with the right to appoint umpire, whose decision and award as envisaged in Indian Arbitration And Conciliation 1996 and its modifications for the time being enforce shall be final, conclusive and binding on both the parties.

**16. JURISDICTION:**

The High Court at Kolkata and Courts sub-ordinate thereto shall exclusively have jurisdiction to entertain try and determine all actions, suits, and proceedings arising out of non-performance or breach of terms and conditions of these presents by either of the parties hereto.

**THE FIRST SCHEDULE PART – I ABOVE REFERRED TO:**

(The Portion of Land Owned By M/s Sainath Apartment Pvt. Ltd.- The Owner In Sl. No. (1) of The First Party Herein)

All That Three plots of land bearing **Plot No. 1A, 1B & 7B** under a Master Scheme Plan **Total admeasuring 07 Cottahs** be the same a little more or less comprised in part of R.S. **Dag No. 580**, under R.S. Khatian **No. 228** under **L.R. Khatian Nos: 1741,1742 & 1894**, along with common easement right in all common passages in connection thereto and provided in the said Scheme Plan, at **Mouza: Sulanguri**, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S: New Town, under Jyangra-Hatiara Gram Panchayet–II, within the ambit of B.L. & L.R.O. Rajarhat, Sub-Registry Office: Addl. Dist. Sub-Registrar Rajarhat, New Town, District : North 24 Parganas.

**PART – II:**

(The Land Owned by M/S Brijdhara Complex Pvt. Ltd - The Owner In Sl. No. (2) of The First Party Herein)

All That two Plots of land bearing **Plot Nos. 2, & 6, total admeasuring a land area about 06 Cottahs** a little more or less out which **03 Cottahs 07 Chhitaks** a little more or less comprised in part of **R.S. Dag No: 580**, and **02 Cottahs 09 Chhitaks** in part of **R.S. Dag No: 596**, under **R.S. Khatian No. 228** at present recorded under **L.R. Khatian Nos: 1739 & 1747** along with common easement right in all common passages in connection thereto and provided in the said Scheme Plan at **Mouza: Sulanguri**, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Town, under Jyangra-Hatiara Gram Panchayet–II, within the ambit of B.L. & L.R.O. Rajarhat, Sub-Registry Office: Addl. Dist. Sub-Registrar Rajarhat, New Town, District : North 24 Parganas.

**PART – III:**

**(The Land Owned by M/s. Ganeshdham Projects Pvt. Ltd - The Owner In Sl. No. (3) of The First Party Herein)**

All That two Plots of land bearing plot Nos. **Plot No: 03 & 7A, total admeasuring a land area about 05 Cottahs** a little more or less out which **01 Cottahs 04 Chhitaks** a little more or less comprised in part of **R.S. Dag No: 596**, and **03 Cottahs 12 Chhitaks** in part of **R.S. Dag No: 580**, under **R. S. Khatain No; 228** at present recorded under **L.R. Khatian Nos: 1740 & 1743** along with common easement right in all common passages in connection thereto and provided in the said Scheme Plan at **Mouza: Sulanguri**, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Town, under Jyangra-Hatiara Gram Panchayet-II, within the ambit of B.L. & L.R.O. Rajarhat, Sub-Registry Office: Addl. Dist. Sub-Registrar Rajarhat, New Town, District: North 24 Parganas.

**PART – IV:**

**(The Land Owned by M/S. Genesis Plaza Pvt. Ltd. - The Owner In Sl. No. (4) of The First Party Herein)**

All That two plots of land bearing **Plot Nos. 04 & 05, total admeasuring a land area about 06 Cottahs** a little more or less out which, **04 Cottahs 04 Chhitaks** a little more or less comprised in part of **R.S. Dag No: 580**, and **01 Cottahs 12 Chhitaks** in part of **R.S. Dag No:596**, along with common easement right in all common passages in connection thereto and provided in the said Scheme Plan, all under **R. S. Khatain No; 228** at present recorded under **L.R. Khatian Nos: 1738 1749 & 1856** at **Mouza: Sulanguri**, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Town, under Jyangra-Hatiara Gram Panchayet-II, within the ambit of B.L. & L.R.O. Rajarhat, Sub-Registry Office: Addl. Dist. Sub-Registrar Rajarhat, New Town, District: North 24 Parganas.

**PART – V:**

**(The Land Owned by M/S. Centerio Realtors Pvt. Ltd - The Owner In Sl. No. (5) of The First Party Herein)**

All That two plots of land bearing **Plot Nos. 09, & 11B total admeasuring a land area about 05 Cottahs, 9 Chhitaks, 27 Sq.ft.** a little more or less out which, **03 Cottahs, 02 Chhitaks** a little more or less comprised in part of **R.S. Dag No: 590**, and **02 cotthas, 07 Chhittaks, 27 Sq.ft.** a little more or less comprised in part of **R.S. Dag No. 597**, along with common easement right in all common passages in connection thereto and provided in the said Scheme Plan under **R. S. Khatain No: 228** at present recorded under **L.R. Khatian Nos: 1748, 1785** at **Mouza: Sulanguri**, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Town, under Jyangra-Hatiara Gram Panchayet-II, within the ambit of B.L. & L.R.O. Rajarhat, Sub-Registry Office: Addl. Dist. Sub-Registrar Rajarhat, New Town, District: North 24 Parganas.

**PART – VI:**

**(The Land Owned by M/S. Girikunj Projects Pvt. Ltd - The Owner In Sl. No. (6) First Party Herein)**

All That two plots of land bearing Plot Nos: **08 & 10B**, total admeasuring a land area about **05 Cottahs, 7 Chhitaks, 24 Sq.ft.** a little more or less out which, **03 Cottahs** a little more or less comprised in part of **R.S. Dag No: 580**, and **02 cotthas, 07 Chhittaks, 24 Sq.ft.** a little more or less comprised in part of **R.S. Dag No. 541**, along with common easement right in all common passages in connection thereto and provided in the said Scheme Plan at **Mouza: Sulanguri**, under **R. S. Khatain No; 228 & 201** at present recorded under **L.R. Khatian Nos: 1746 & 1801**, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Town, under Jyangra-Hatiara Gram Panchayet-II, within the ambit of B.L. & L.R.O. Rajarhat, Sub-Registry Office: Addl. Dist. Sub-Registrar Rajarhat, New Town, District: North 24 Parganas.

**PART – VII:**

**(The Land Owned by M/S. Legacy Township Pvt. Ltd - The Owner In Sl. No. (7) of The First Party Herein)**

All That three Plots of land bearing **Plot Nos: 10C & 11D & 11C**, total admeasuring a land area about **04 Cottahs, 15 Chhitaks, 03 Sq.ft.** a little more or less out of which **01 cotthas, 02 Chhittaks, 24 Sq.ft.** a little more or less comprised in part of **R.S. Dag No. 541**, and **03 cotthas,**

**12 Chhittaks, 24 Sq.ft.** a little more or less comprised in part of **R.S. Dag No. 539**, along with common easement right in all common passages in connection thereto, all under **R. S. Khatian No: 201 & 228** at present recorded under **L.R. Khatian Nos: 1800 & 1794** at **Mouza: Sulanguri**, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Town, under Jyangra-Hatiara Gram Panchayet-II, within the ambit of B.L. & L.R.O. Rajarhat, Sub-Registry Office: Addl. Dist. Sub-Registrar Rajarhat, New Town, District: North 24 Parganas.

**PART – VIII:**

**(THE TOTAL SAID DEMISED LAND/ AMALGAMATED LAND JOINTLY OWNED BY THE FIRST PARTIES HEREIN)**

**ALL THAT PIECE OR PARCEL OF AN ‘AMALGAMATED PROPERTY’** consisting of the Plots of Land respectively described in Part –I to Part -VII above total admeasuring a net land area about **40 cottahs 09 sq. ft.** a little more or less out which **21 cottahs 07 chittaks** a little more or less comprised in part of **R.S. No: 580, 03 cottahs 02 chittaks** a little more or less in part of **R.S. Dag No: 590, 05 cottahs 09 chittaks** a little more or less in part of **R. S. Dag No: 596, 02 cottahs 07 chittaks, 27 sq.ft.** a little more or less in part of **R.S. Dag No: 597, 03 cottahs, 12 chittaks, 24 sq.ft.** a little more or less in part of **R.S. Dag No: 539, 03 cottahs 10 chittaks, 03 sq.ft.** a little more or less in part of **R.S. Dag No: 541** and all under **R.S. Khatian No: 228 & 201**, and are at present severally recorded under **L.R. Khatian Nos. 1741, 1742, 1894, 1739, 1747, 1740, 1743, 1738, 1749, 1856, 1748, 1785, 1746, 1801, 1800 & 1794** togetherwith rights of ingress and egress through 14’ feet wide common passage in western portion and 12’ feet wide common passages in eastern portion of the Amalgamated Land and all the right & benefits in connection thereto, lying and situate at **Mouza: Sulanguri, J.L. No. 22**, R.S. No. 196, Touji No.178, Police Station: Rajarhat at present P.S. New Town, under Jyangra-Hatiara Gram Panchayet– II, within the ambit of B.L. & L.R.O. Rajarhat, Sub-Registry Office: Addl. Dist. Sub-Registrar Rajarhat, New Town, District: North 24 Parganas.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**PART-I**  
**‘SAID UNIT/FLAT’**

ALL THAT a self-contained Residential Flat being Flat No. .... on the ..... floor, measuring a Covered Area ..... **Sq.ft.** more or less, built up area about ..... **sq. ft.** and salable or super built up area (as defined above) of ..... **sq. ft.** more or less consisting of ..... (.....) Bed Rooms, 1 (one Living-cum-Dining space, 1 (One) Kitchen, ..... (.....) Toilet/s, 1 (one) Verandah in the **Block – ‘ .....’** Building with undivided proportionate share of land written in the First Schedule hereinabove and common easement rights in specified common areas and facilities described in the Third Schedule hereunder and in the said Residential-cum-Commercial Building and also in the said Housing Enclave named **“MEENA AURUM”** and at the Said Premises.

**PART II**  
**SAID CAR PARKING SPACE**

ALL THAT **Car Parking Space** measuring **100 sq. ft.** little more or less for right to park one medium size motor car hereby agreed to be purchased by the Purchaser for use and enjoyment in common manners within Covered Common Car Parking Zone on the Ground floor/within Open Car Parking Zone and in any portion therein as shall be specified and be allotted by the Developer at its sole discretion within the said Enclave namely **‘MEENA AURUM’** at the Said Premises within the said First Schedule land.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**  
**(COMMON PORTIONS)**

**SECTION A:**

1. The land measuring **40 (Forty) Cottahs, 09 (Nine) Sq.ft.** a little more or less on which the buildings known as **‘MEENA AURUM’** and all easements and quasi-easement rights and appurtenances belonging thereto save and except the portion of the open space enmarked and reserved by the Developer herein for providing open car parking spaces to such purchaser/s intending to purchase the same.



2. Foundation beams, vertical and supports main wall, common walls, boundary walls, main entrance/gates of the said project at the said premises.
3. Main gate of the said premises and common passages from main road to the Enclave and leading to the staircase of the ground floor of the said Building/Block for ingress and egress.
4. Installation of common services namely, electricity, water pipes, sewerage, rain water pipes.
5. Water pump with motor and pump house.
6. Limited rights of the ultimate roof for the purpose of; smooth water supply from overhead reservoir to the flats/units, smooth outlet of rain water, etc. and also for repairing and maintenance purpose only for the smooth enjoyment of all the units by all the co-owners/co-occupiers of the building.
7. Drainage, Septic Tank on the Ground floor including all external sewage pipes and water pipes for the use of all owners of the building.
8. 24 hours supply of water from overhead tank to the respective flats.
9. Common Staircases lift, landing, lobbies etc.
10. Lighting in the common spaces, passages, staircases, lift, including fixtures and fittings.
11. Common electric meter boxes.
12. Open space surrounding the said building at the said premises (save and except the portions of open spaces enmarked and reserved by the Developers and or its respective nominee/s for open space car parking.
- 13) Club with multi-gym facilities and Community Hall subject to obtaining membership upon payment for the purpose thereof as agreed hereto.
- 14) Common toilets in the Ground Floor.
- 15) Security Guard Room/Outpost.
- 16) All other part of the said building necessary for its existence maintenance and safety for normally in common use of the Purchasers with the Landowners/Vendors herein and the Developer herein and other co-owners of the respective Unit/Flat save and except other portions, exclusively under the Developer herein or its nominees and also save and except the provisions and reservations made in favour of the Developer herein and stated in the Purchasers' covenants portion hereinabove.

**SECTION B:**

**(COMMON INSTALLATIONS FOR WHICH THE PROPORTIONATE ADDITIONAL SEPARATE COSTS ARE TO BE PAID BY THE PURCHASER/S)**

1. Stand-by diesel generator set of reputed make of requisite capacity for enlighting the common area, for operation pump and for supply of power in the said Unit/s to the extent of quantum required and/or in the other Units during power failure and generator room, if any, in the ground floor of the building.
2. Transformer for the complex including the space for the transformer.
3. Other areas and installations and/or equipments if so provided by the Developer in the Building and/or the Premises, at extra cost, for common use and enjoyment such as CC TV, EPABX, Intercom, Cable TV connection, Internet Connection, Telephone lines, Gas lines etc. and other common amenities and facilities for common uses.

## **THE FOURTH SCHEDULE ABOVE REFERRED TO:**

### **(SPECIFICATION)**

#### **1. DOOR & WINDOW:**

All doorframes (size 4"x 2 ½" ) would be made of Sal/Hard wood, doors shutter would be flush doors made of commercial ply (Brahmaputtra ply or similar brand), all doors thickness 32 mm fitted with cylindrical locks. Main door would be fitted with Godrej night latch lock. All windows would be made of natural colour aluminium sliding (two tracks) transparent plain white glass without any grill. All doors would be painted with white enamel paint (Berger Co., ICI or similar brand).

#### **2. FLOORING:**

All Bed Rooms, Dinning-cum-Living, and would be finished with Ivory Vitrified tiles (24" X 24") flooring and 4" skirting. Bath-room, Kitchen & Balcony would be finished with Ivory Ceramic tiles (12" X 12") flooring. The walls of the Toilets/Bathrooms would finish with white glazed tiles in 60" height. Roof would be finished with roof tiles.

#### **3. SANITARY & PLUMBING:**

Standard Toilet would be provided with C.P. Shower, one EWC white commode (Parryware or other similar brand) with P.V.C. cistern (Reliance Co.). All taps & C.P. fittings of Essco or similar brand (base model). There would be concealed line and geyser line in bathrooms. There would be one basin in common toilet (18"x12") Parryware or other similar brand) in each flat.

#### **4. KITCHEN:**

Black Granite counter top, Stainless steel sink (17" x 20"), glazed wall tiles up to 2 ft above black granite counter.

#### **5. ELECTRICAL WORKS:**

- a. Concealed wiring in all flats (Copper electrical wire, Rajdhani or J.J.)
- b. Each flat will be provided with the following electrical points:

(All switches modular type, Mylinc of legrand or other similar brand )

- |      |                 |   |
|------|-----------------|---|
| i)   | Bed room (each) | 2 Light points<br>1 Fan point<br>1 Plug point (5 Amp.)  |
| ii)  | Dining/Drawing  | 2 Light points<br>1 Fan points<br>1 Plug points (15 Amp.)<br>1 TV Power point<br>1 Cable Point without Wire<br>1 phone Point without Wire |
| iii) | Kitchen         | 1 Light point<br>1 Exhaust Fan Point<br>1 Plug point (15 Amp.)  |
| iv)  | Toilet          | 1 Light point<br>1 Exhaust Fan Point<br>1 Plug point (15 Amp.) for Geyser   |
| v)   | Verandah        | 1 Light point   |
| vi)  | Entrance        | 1 Door Bell point   |

6. **WATER** : Overhead water tank is to be constructed for supply of water (24 hours).
7. **PAINTING** : Plaster of Paris inside walls.
8. **OUTSIDE PAINTING** : Snowcem 2 coats painting.
9. **RAILING OF STAIR CASE** : Railing of iron.
10. **STAIR CASE PAINTING** : Plaster of Paris.
11. **LIFT** : One MCD (Manual Collapsible Door) lift in each Block.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**PART I**

**AGREED CONSIDERATION:**

Consideration for the Undivided proportionate share of land under the First Schedule and for construction and completion of the said Flat under the Second Schedule:

Rs. \_\_\_\_\_

Consideration for the said Car Parking Space under the Second Schedule:

Rs. \_\_\_\_\_

**Total Agreed Consideration for the Flat & Carparking Space:**

Rs. \_\_\_\_\_

(Rupees.....)

.....) only and payable as per payment schedule hereunder (excluding GST).

**PART II**

**PAYMENT SCHEDULE**

The Agreed Consideration mentioned in **PART-I** above is to be paid to the Developer and the Owners-Vendors through the Developer herein in the following manner:

1. At the time of booking	Rs.1,00,000/- + GST
2. Within 20–30 on execution of Agreement for sale (After deduction of booking amount)	20 % of the total price + GST
3. Within 50 – 60 days of booking	10 % of the total price + GST
4. At the time of ground floor roof casting	10 % of the total price + GST
5. At the time of 1st floor roof casting	10 % of the total price + GST
6. At the time of 2nd floor roof casting	10 % of the total price + GST
7. At the time of 3rd floor roof casting	10 % of the total price + GST
8. At the time of 4th floor roof casting	10 % of the total price + GST
9. At the time of Brick Wall & Plaster	15 % of the total price + GST
10. Balance Before Possession of Flat	05 % of the total price + GST

**PART – III**

The estimation date of making subject Unit/s/Flat/s/Car Parking Space/s/ ready for the purpose of delivery of possession is **December 2018** with a grace period of 6 (Six) months and also subject to Force Majeure.

**PART – IV**

i. Extra work, if any desired by the Purchaser shall be extra chargeable. Tax as applicable is levied.

ii. Calculation of saleable area of the flat = (Covered area + Proportionate share of lobby, lift & stair) + 25% service area for other common area amenities viz. - septic tank, overhead tanks, underground reservoir, open spaces, passages, lift room, common toilet, caretaker room, community hall, etc.).

iii. It is also noted that after completion of the building, the area of the flat may be increased or decreased upto 5% against mentioned areas and the purchaser shall abide by the same without raising any objection.

iv. No deduction for any removal/non requirement of partition wall, window, grill and bathroom.

v. In case of any development charges/work contract tax/abetment fees/GST, other GST & duties if imposed in future by the statutory authorities, the same shall be borne by the purchaser.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

**PART-I ADDITIONAL MANDATORY COSTS PAYABLE BY THE PURCHASER/S TO THE DEVELOPER HEREIN:**

a) Any tax or levy as may be applicable like GST, VAT as are applicable at present and also may be imposed by the government for the time being in force.

b) Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to these presents and also charges of Advocate/Solicitor of the Developer for preparation of the Deed of Conveyance/s and all other papers and documents that may be required to be executed and/or registered in pursuance hereof and/or relating to the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s and additional stamp duty, additional registration fee, if any that may be imposed in this regard at any time.

c) Charges levied by the Developer herein for any additional or extra work done or any additional amenity or facility provided or any variation made in the said Unit/Flat.

d) Cost of obtaining and providing electricity connection payable by the Purchaser/s at the agreed rate of Rs.10,000/-(Rupees Ten Thousand) only and the cost for the individual meter and the load connection for the Unit/s/Flat/s/Car Parking Space/s/ and Space/s however shall be taken separately as and when the Developer-Vendor herein receives the estimates from the electrical contractor.

e) Installation of main meter or transformer/electrical equipments costs, non-refundable deposits and others: Rs 60,000/- Before taking over the possession and non refundable.

f) Power Backup Charges:

For (2 Bed rooms – 400 Watts) Rs.45,000/-;

For (3 Bed rooms – 600 Watts) Rs.50,000/-;

g) Legal Charges (Agreement for Sale): Rs10,000/-;

h) Intercom connection (with Telephone base model): Rs.5,000/-;

i) One time Registration charge for Club Membership (beside annual membership fees of Rs. 3,000/-): Rs.50,000/-

All such agreed costs mentioned in item nos. (a) to (i) above togetherwith GST/services taxes wherever are applicable shall be paid by the Purchaser/s to the Developer herein before possession.

#### **PART-II**

#### **DEPOSITS PAYABLE BY THE PURCHASER/S HEREIN TO THE DEVELOPER –VENDOR HEREIN:**

#### **Maintenance Charges (Excluding GST):**

i) A six months Security deposit to be paid in advance to the Developer on account of the Common Maintenance Cost payable by the Purchaser/s per month @Rs. 2.50 per square feet w.e.f. the date of possession which shall be refunded by the Developer after hand over the project by developer to the "Owners' Association"/ "Syndicate"/ "Maintenance Committee" after adjusting there from all dues if there would be any on account of such purposes.

ii) A sum of Rs.10,000/- (Ten Thousand) only as and by way of Security Deposit towards the common maintenance charges which will bear no interest and will be adjusted to the credit of or refunded to the purchaser/s on the determination of the Agreement, if so by any reason whatsoever.

iii) Prior to obtain possession, pay and deposit a sum of Rs.10,000/- only to the Developer as a Security Deposit towards temporary consumption of electricity for his/her/their own flat from the Main Service connection and such deposit shall be refunded by the Developer to the Purchaser/s after installation of the individual meter in the name of the Purchaser/s by the WBSEDCL after adjusting there from all dues if there would be any on account of such purposes.

iv) The actual amount of Security Deposit and cost of installation charged by the WBSEDCL Authority is payable by the purchaser.

#### **THE SEVENTH SCHEDULE ABOVE REFERRED TO: 'RIGHTS OF THE OWNERS-VENDORS HEREIN/DEVELOPER HEREIN, MAINTENANCE AGENCY AND ASSOCIATION'**

a) Apportionment of any liability of the Purchaser/s herein in respect of any expenses, taxes, dues, levies or outgoings payable by the Purchaser/s herein pursuant to these presents or

otherwise shall be done by the OWNERS-VENDORS herein/Developer herein whose decision shall be final and binding on the Purchaser/s.

**b)** Apportionment of any liability of the Purchaser/s herein in respect of any expenses, taxes, dues, levies or outgoings payable by the Purchaser/s herein pursuant to these presents or otherwise shall be done by the OWNERS-VENDORS herein/Developer herein whose decision shall be final and binding on the Purchaser/s.

**c)** The maintenance charges payable by the Purchaser/s herein with effect from the date of possession at the rate as has been fixed and stated above to be paid by the Purchaser/s within seventh day of every English Calendar Month and shall be payable periodically. In the event of the Purchaser/s herein not taking over possession of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s within the time fixed in the notice calling upon him to take possession, the maintenance charges shall become payable by the Purchaser/s herein with effect from the date of expiry of the said period of such notice **PROVIDED THAT** until all payments due under this Memorandum are made by the Purchaser/s herein no right of whatsoever nature shall or can accrue in favour of the Purchaser/s herein in respect of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s.

**d)** After completion of the project and handover thereof by the Developer-Vendor and the Owners-Vendors to the Maintenance Agency/Association, the Maintenance Agency/ Association shall be entitled to revise and increase the maintenance charges from time to time and the Purchaser/s herein shall not be entitled to object thereto.

**e)** The Developer-Vendor/ Maintenance Agency/Association for the time being in administration shall be entitled to withdraw, withhold, disconnect or stop all services, Facilities and utilities to the Purchaser/s herein and/or the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s including water supply, electricity, user of lift etc, in case of default in timely payment of the maintenance charges, electricity charges, municipality taxes, common expenses and/or other payments by the Purchaser/s herein after giving 15 days notice in writing.

**THE EIGHTH SCHEDULE ABOVE REFERRED TO:**  
**'PURCHASER'S/S' COVENANTS'**

**1.** On and from the date of possession, the Purchaser/s herein agree/s, undertake/s and covenant/s to:

**a)** Comply with and observe the rules, regulations and byelaws framed by Maintenance Agency/Association from time to time.

**b)** Permit the OWNERS-VENDORS herein/Developer herein, Maintenance Agency and Association and their respective men agents and workmen to enter into the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s for the Common Purposes or the Project;

**c)** Deposit the amounts for various purposes as required by the Owners-Vendors herein/ Developer herein/Maintenance Agency or the Association;

**d)** Use and occupy the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s only for the purpose of residence;

**f)** Use the common Portions without causing any hindrance or obstruction to other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owner and occupants of the Buildings;

**g)** Keep the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s and party walls, sewers, drains pipes, cables, wires, entranced and main entrance serving any other Unit/Flat in the Building/s and/or in the premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Unit/Flats/parts of the Building/s;

**h)** In particular and without prejudice to the generality of the foregoing, not to make any from of alteration in or cut or damage the beams and columns passing through the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or the Common Portions for the purpose of making changing or repairing the concealed writing and pipelines or otherwise;

**i)** Use and enjoy the limited and specified Common Portions only to the extent required for ingress to and egress from the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s of men materials and utilities;

**j)** Sign and deliver to the Owners-Vendors herein/Developer herein all papers applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Unit/Flat from the WBSEB whatever the case may be in the name of the Purchaser/s and until the same be obtained, the Owners-Vendors herein/Developer herein shall provide or cause to be provided reasonable quantum of electricity from their own sources and install at the cost of the Purchaser/s herein an electric sub-meter in or for the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s and the Purchaser/s herein shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Unit/s/Flat/s/Car Parking Space/s and Space/s;

**k)** Bear and pay the common expenses and other outgoings in respect of the premises proportionately and the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s wholly;

**l)** Pay the municipal and all other rates taxes levies duties charges and impositions outgoings and expenses in respect of the Building and the Premises proportionately and the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s wholly and to pay proportionate share of such rates and taxes payable in respect of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s until the same is assessed separately by the Municipality;

**m)** Pay for other utilities consumed in or relating to the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s;

**n)** Allow the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owner the right to easements and/or quasi-easements;

**o)** Regularly and punctuality make payment of the Common Expenses, Maintenance Charges, Municipality Taxes and other payments mentioned herein within seven days of receipt of demands or relevant bill, whichever be earlier; and

**p)** Observe and comply with such other covenants in respect of the common purposes as be deemed reasonable by the Owners-Vendors herein/ Developer herein and subsequently by the Association/Holding Organisation for the time being in administration.

**2.** On and From the Date of Possession, the Purchaser/s agrees and covenants:

**a)** Not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Buildings save at the place as be approved or provided by the Developer-Vendor herein provided. However, that nothing contained herein shall prevent the Purchaser/s to put a decent nameplate outside the main door of the said Unit/s/Flat/s/;

**b)** Not to install any additional window or any grill box or fix grill or ledge or cover or any other apparatus encroaching or infringing outside or the exterior part of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or any portion thereof;

**c)** Not to decorate the exterior of the Building/s otherwise than in the manner agreed by the Developer-Vendor herein in writing or in the manner as near as may be in which it was previously decorated;

**d)** Not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas previously decorated;

**e)** Not to store or allow any one to store any goods articles or things in or around the staircase lobby landings or other common areas or installation of the Building/s;

**f)** Not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s in the Building/s;

**g)** Not to claim any right over and/or in respect of the roof (except the right to use and enjoy the portion of the roof which is directly above the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s) or any open land at the premises or in any other open or covered areas of the Building/s and the premises reserved or intended to be reserved by the Developer herein for its own exclusive use and enjoyment and not meant to be a common area or portion and not obstruct any Development or further development or additional construction which may be made by the Developer herein or on any part thereof (except on that portion of the roof which is directly above the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s);

**h)** Not to permit installation of any new window, door, opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s without the prior consent in writing of the Developer-Vendor herein and/or the Association for the time being in administration;

- i) Not to park or allow anyone to park any car at any place other than the space earmarked for parking car(s) of the Purchaser/s herein;
- j) Not to let out or part with possession of the Car Parking Space/s/, if so agreed to be acquired by the Purchaser/s herein hereunder, independent of the said Unit/Flat and/or Space/s to use the same only for the purpose of parking of a medium size motor car.
- k) The Purchaser/s herein agrees, undertakes and covenants not to make or cause, any objection interruption interference hindrance, obstruction or impediment for any reason or in any manner whatsoever relating to the Project or the construction and completion of the Building/s by the Developer herein including any further constructions, additions or alterations that may be made from time to time.

**THE NINTH SCHEDULE ABOVE REFERRED TO:  
RIGHT ON PURCHASER'S/S' DEFAULT**

- a) In case of default/delay in making payment of any amount payable under this memorandum (including in particular the **FIFTH, SIXTH AND EIGHTH SCHEDULES** hereto) or otherwise by the Purchaser/s to the OWNERS-VENDORS herein/ Developer herein, interest shall be payable by the Purchaser/s herein at the agreed rate of 18 per cent per annum from the due date till the date of actual payment.
- b) In case of there being a failure refusal neglect breach or default on the part of the Purchaser/s herein to perform or comply with any of the terms conditions covenants undertaking stipulations prohibitions and/or obligations, then the OWNERS-VENDORS herein/Developer herein shall be entitled to issue a Notice to the Purchaser/s herein calling upon the Purchaser/s to rectify and/or make good or set right the failure neglect refusal breach or default within one month from the date of issue of the said notice. If the Purchaser/s herein does not comply with the said notice to the satisfaction of the OWNERS-VENDORS herein/Developer herein, then the Purchaser/s herein shall be liable to pay to the OWNERS-VENDORS herein/Developer herein compensation and/or damages that may be quantified by the OWNERS-VENDORS herein/Developer herein.
- c) In case of default in payment of any amount payable hereunder and/or in case of the Purchaser/s herein not rectifying or making good any default breach failure refusal or neglect within 15 (fifteen) days from the date of issue of the notice mentioned above, then in that event the OWNERS-VENDORS herein/Developer herein shall be entitled to cancel/terminate the Agreement.
- d) In case of termination of the Agreement, without prejudice to the other rights which the OWNERS-VENDORS herein/Developer herein may have against the Purchaser/s herein, the OWNERS-VENDORS herein/Developer herein shall be entitled to deduct and retain a sum of equivalent to 3% of the total value in case the Purchaser/s herein chooses to terminate this agreement as pre-determined and agreed liquidated damages for cancellation of the Agreement and the remaining sum received by the OWNERS-VENDORS herein/Developer herein from the Purchaser/s herein shall be refunded to the Purchaser/s herein
- e) Upon cancellation/termination of the Agreement being made by the Owners-Vendors herein/Developer herein all rights and/or claims of the Purchaser/s herein, if any, against the Owners-Vendors herein/Developer herein, the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s, the building and/or the premises shall stated extinguished and the Owners-Vendors herein/Developer herein shall be entitled to transfer deal with and dispose or in any way as be deemed fit and proper by the Owners-Vendors herein/Developer herein and the Purchaser/s herein shall not be entitled to make or raise any objection, hindrance or claim regarding the same.
- f) If any act or omission of the Purchaser/s herein results in any interruption interference hindrance obstruction impediment or delay in the Project or the construction of the buildings or any portion thereof including further constructions additions and/or alterations from time to time and/or in the transfer sale or disposal of any Unit/ flat /Car Parking Space/Servant Quarter and Space to pay to the Buildings, than in that event the Purchaser/s herein shall also be liable to pay to the OWNERS-VENDORS herein/Developer herein compensation and/or damages that may be quantified by the Developer herein.
- g) Besides the aforesaid rights the OWNERS-VENDORS herein/Developer herein shall also be entitled to any other right to which the OWNERS-VENDORS herein/Developer herein may be entitled to in law by reason of any default or breach on the part of the Purchaser/s herein.

**IN WITNESS WHEREOF** the parties hereto have executed these presents on the day, month and year first above written.

**SIGNED AND DELIVERED**

by the **OWNERS-VENDORS** at Kolkata  
in the presence of:

**WITNESSES:**

1.

2.

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**OWNERS / VENDORS**

**SIGNED AND DELIVERED**

by the **PURCHASER/S** at Kolkata  
in the presence of

**WITNESSES:**

1.

2.

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**PURCHASER/S**

**SIGNED AND DELIVERED**

by the **DEVELOPER** at Kolkata  
in the presence of:

**WITNESSES:**

1.

2.

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**DEVELOPER**

DRAFT



RECEIVED of and from the withinmentioned PURCHASER/S the withinmentioned sum  
 Rs..... (Rupees.....  
 .....) only in terms of this agreement as part/full payment as par memo below:

**MEMO OF CONSIDERATION**

Ch.No.	Date	M/Receipt No.	A/c Head	Amount	SGST	CGST
<b>TOTAL Rs.</b>						

(Rupees .....  
 .....) only.

WITNESSES:

1.

2.

\_\_\_\_\_  
**LANDOWNERS**

1.

2.

\_\_\_\_\_  
**DEVELOPER**