

AGREEMENT FOR SALE

This Agreement for Sale (Agreement) executed on this _____ (date) day of _____ (Month), 20____.

By and Between

SALARPURIA SIGNUM COMPLEX LLP a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its Registered Office at _____, Police Station _____, Post Office _____, Kolkata- _____ (PAN AAFPS8401G); represented by its Authorized Representative Mr. _____ (Aadhaar No. _____) authorized vide resolution dated _____; hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and assigns);

AND

[If the Allottee is a company]

_____ (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at _____ (PAN _____), represented by its authorized signatory, _____ (Aadhaar No. _____) duly authorized vide board resolution dated _____ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Allottee is a partnership]

_____ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____, (PAN _____), represented by its authorized partner _____ (Aadhaar No. _____) duly authorized vide hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____ (Aadhaar No. _____) son/daughter of _____ aged about _____, residing at _____ (PAN _____).

hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Allottee is a HUF]

Mr. _____ (Aadhaar No. _____) son of _____ aged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at _____ (PAN _____),

hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, successors-in-interest and permitted assigns).

(Please insert details of other allottee(s) in case of more than one allottee)

AND

(1) **EVERLINK BUILDERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata-700001 having CIN U45400WB2010PTC144231, having PAN AACCE3510C, (2) **SALONA REALESTATES PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata-700001 having CIN U45400WB2010PTC155542, having PAN AAPCS0997Q, (3) **SAFFORN PROJECTS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2010PTC155501, having PAN AAPCS0995N, (4) **INDUCT INFRAPROJECT PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S.Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2010PTC152758, having PAN AACCI4799P, (5) **ARTH DEVCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S.Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2010PTC155540, having PAN AAJCA0305J, (6) **INDUCT REALESTATE PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S.Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC163500, having PAN AACCI6266P, (7) **WELSOME REALESTATE PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC163504, having PAN AABCW1040N, (8) **ENDORSE BUILDERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S.Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC163498, having PAN AACCE7306A, (9) **WELSOME CONSTRUCTION PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S.Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC164458, having PAN AABCW1174H, (10) **INCREDIBLE DEVCON**

PRIVATE LIMITED, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S.Road, 10th Floor , Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC164475, having PAN AACCI6588E, (11) **INTENT BUILDCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC164433, having PAN AACCI6591D, (12) **IMPROVE REALCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC164432, having PAN AACCI6586L, (13) **INSPIRE DEVCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC164476, having PAN AACCI6590C, (14) **ISOLATE INFRAPROJECTS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC164461, having PAN AACCI6589F, (15) **INVENTION INFRAPROJECTS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC164462, having PAN AACCI6587M, (16) **WONDER REALCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO, Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC164460, having PAN AABCW1176F, (17) **WAKEFUL INFRA PROJECTS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S.Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO, Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC165406, having PAN AABCW1223F , (18) **ISOLATE BUILDCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45200WB2011PTC165409, having PAN AACCI6722J, (19) **WELCOME DEVCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC164451, having PAN AABCW1177E , (20) **WEIGHTY BUILDERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC164456, having PAN AABCW1175G , (21) **EVERNEW PROPERTIES PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2010PTC155539, having PAN AACCE5651Q , (22) **GOODFAITH DEVELOPERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 3A, N.S.Road, 10th Floor , Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2010PTC155541, having PAN AAECG0467A , (23) **IVORY ENCLAVE PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC170353, having PAN AACCI7759M , (24) **IVORY COMPLEX PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S.Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC170352, having PAN

AACCI7763D , (25) **INCREDIBLE PROCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S.Road, 10th Floor , Room No.10 Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC167610, having PAN AACCI7134C , (26) **INTENT CONSTRUCTION PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC167615, having PAN AACCI7137B , (27) **ELECT DEVCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S. Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC163495, having PAN AACCE7307B , (28) **WARP INFRAPROJECTS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC163501, having PAN AABCW1041P , (29) **ENABLE BUILDERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC163497, having PAN AACCE7303F , (30) **WEIGHTY DEVCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S.Road, 10th Floor , Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC163502, having PAN AABCW1110F (31) **ELASTIC DEVELOPERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC163503, having PAN AACCE7304C (32) **EFFORT CONSTRUCTION PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S. Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC163494, having PAN AACCE7302E , (33) **EVERSHINE PROCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4 Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC163607, having PAN AACCE7488D, (34) **INDUCT DEVELOPERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC169720, having PAN AACCI7624M , (35) **INDEX BUILDCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC169716, having PAN AACCI7623N , (36) **ISOLATE PROCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC169718, having PAN AACCI7626K , (37) **INSIST REALCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S. Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC169722, having PAN AACCI7627J , (38) **IDENTICAL BUILDERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S. Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC166210, having PAN AACCI6880P, (39) **EMINENT DEVCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN

U45400WB2011PTC166213, having PAN AACCE7932N, (40) **IMMORTAL BUILDERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC166214, having PAN AACCI6881N, (41) **WISE DEVELOPERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S. Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC166223, having PAN AACBW1303Q, (42) **ELFIN BUILDCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S. Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC167608, having PAN AACCE8207E, (43) **IMPIETY DEVCON PRIVATE LIMITED** a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC167609, having PAN AACCI7136A, (44) **INVENTION DEVELOPERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC167611, having PAN AACCI7133F, (45) **WILY DEVELOPERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S. Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC167649, having PAN AACBW1413H, (46) **IMMENCE DEVELOPERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC167651, having PAN AACCI7138Q, (47) **ENDORSE REALCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC165478, having PAN AACCE7788A, (48) **EFFORT DEVCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S. Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC165487, having PAN AACCE7787R, (49) **INTENT DEVCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S. Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45200WB2011PTC165541, having PAN AACCI6748Q, (50) **WOODLAND REALESTATE PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S. Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC165405, having PAN AACBW1222E, (51) **EARTHY DEALCOM PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S. Road, 10th Floor, Room No.10 Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC166270, having PAN AACCE7936J, (52) **EMBARK PROCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC166209, having PAN AACCE7933P, (53) **INDEX CONSTRUCTION PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC166224, having PAN AACCI6879G, (54) **WELSOME DEVELOPERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2011PTC167612, having PAN

AABCW1412G, (55) **IMPERIAL PROCON PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45200WB2011PTC165417, having PAN AACCI6723K, (56) **EVERLINK HOUSING PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45400WB2012PTC186046, having PAN AADCE2612E, (57) **PANJI GRIHA NIRMAN PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 23A, N.S. Road, 10th Floor, Room No.10, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U45201WB2001PTC092941, having PAN AACCP2415K and (58) **ABHIEERU COMPLEX PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No-4, Police Station Hare Street, Post Office GPO Kolkata, Kolkata- 700001 having CIN U70102WB2012PTC186154, having PAN AALCA0057F all Owners (1) to (59) represented by their Constituted Attorney _____; hereinafter referred to as the "**Owners**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their successors or successors-in-interest and assigns)

The Owners, the Promoter and the allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

I. **Definitions** - For the purpose of this Agreement for Sale, unless the context otherwise requires,-

- (a) "**Act**" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- (b) "**Rules**" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (c) "**Regulations**" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) "**Section**" means a section of the Act.

WHEREAS:

- A. The Owners are the full and lawful owners of **ALL THAT** pieces or parcels of land admeasuring 22163.77 Square metre or 5.48 Acre or 548 Satak more or less situate lying and being entire (1) L.R. Dag No. 1326 (24 satak more or less) recorded in L.R. Khatian Nos.1226, 1227 and 1228 (formerly R.S. Dag No. 1326 recorded in R.S. Khatian Nos.710 and 818), (2) L.R. Dag No.1327 (25 satak more or less) recorded in L.R. Khatian Nos.1097, 1096, 1095, 1094, 1093, 1092, 1091 and 1090 (formerly R.S. Dag No.1327 recorded in R.S. Khatian Nos.661 and 662) (3) L.R. Dag No.1328 (53 satak more or less) recorded in L.R. Khatian Nos.1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1100, 1101, 1102 and 1103 (formerly R.S. Dag 1328 recorded in R.S. Khatian Nos.525), (4) L.R. Dag No.1329 (29 satak more or less) recorded in L.R. Khatian Nos.1097, 1096, 1095, 1094, 1093, 1092, 1091 and 1090 (formerly R.S. Dag No.1329 recorded in R.S. Khatian No.527/1) (5) L.R. Dag No.1331 (14 satak more or less) recorded in L.R. Khatian No.1090, 1091, 1092, 1093, 1094, 1095, 1096 and 1097 (formerly R.S. Dag No.1331 recorded in R.S. Khatian No.543) (6) L.R. Dag No.1332 (11 satak more or less) recorded in L.R. Khatian No. 1089, 1088, 1087,

1086, 1085, 1084, 1083 and 1082 (formerly R.S. Dag No.1332 recorded in R.S. Khatian No.532) (7) L.R. Dag No.1333 (14 satak more or less) recorded in L.R. Khatian Nos. 1089, 1088, 1087, 1086, 1085, 1084, 1083 and 1082 (formerly R.S. Dag No.1333 recorded in R.S. Khatian No.574) (8) L.R. Dag No.1351 (8 satak more or less) recorded in L.R. Khatian Nos.1098 and 1099 (formerly R.S. Dag No.1351 recorded in R.S. Khatian No.537) (9) L.R. Dag No.1364 (6 satak more or less) recorded in L.R. Khatian Nos. 1106, 1107, 1108, 1109,1110, 1111 and 1112 (formerly R.S. Dag No.1364 recorded in Khatian No.735, 434 and 436) (10) L.R. Dag No.1365 (22 Satak more or less) recorded in L.R. Khatian Nos.1098, 1099, 1161, 1162 (formerly R.S. Dag No.1365 recorded in R.S. Khatian No.520) (11) L.R. Dag No.1366 (17 satak more or less) recorded in L.R. Khatian Nos.1125 and 1126 (formerly R.S. Dag No.1366 recorded in R.S. Khatian No.563) (12) L.R. Dag No.1367 (12 satak more or less) recorded in L.R. Khatian Nos.1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097 (formerly R.S. Dag No.1367) (13) L.R. Dag No.1368 (6 satak more or less) recorded in L.R. Khatian Nos.1106, 1107, 1108, 1109, 1110, 1111 and 1112 (formerly R.S. Dag No.1368 recorded in R.S. Khatian No.537) (14) L.R. Dag No.1369 (35 satak more or less) recorded in L.R. Khatian Nos.1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1100, 1101, 1102 and 1103 (formerly R.S. Dag No.1369 recorded in R.S. Khatian No.655), (15) L.R. Dag No.1370 (36 satak more or less) recorded in L.R. Khatian Nos.1106, 1107, 1108, 1109, 1110, 1111 and 1112 (formerly R.S. Dag No.1370 recorded in R.S. Khatian Nos.434, 436 and 735) (16) L.R. Dag No.1371 (34 satak more or less) recorded in L.R. Khatian Nos. 1106, 1107, 1108, 1109, 1110, 1111 and 1112 (formerly R.S. Dag No.1371 recorded in R.S. Khatian Nos.434, 436 and 735) (17) L.R. Dag No.1372 (34 satak more or less) recorded in L.R. Khatian Nos. 1127, 1128, 1129, 1130, 1163, 1164, 1165, 1166 (formerly R.S. Dag No.1372 recorded in R.S. Khatian No.482) (18) divided and demarcated portion of L.R. Dag No.1385 (120.5 Satak more or less out of 249 satak) recorded in L.R. Khatian Nos. 1116/1, 1117/1, 1118/1, 1119/1, 1120/1, 1121/1, 1122/1, 1123, 1124, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1122 and 1121 (formerly R.S. Dag No.1385 recorded in R.S. Khatian No.784 and 786) (19) divided and demarcated portion of L.R. Dag No.1386 (9.5 Sataks more or less out of 11 Satak purchased by the relevant owners and mutated in their names out of total 14 satak in the Dag) recorded in L.R. Khatian Nos. 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121 and 1122 (formerly R.S. Dag No.1386 recorded in R.S. Khatian No.785, 787, 790 and 792) (20) L.R. Dag No.1385/1712 (21 satak more or less) recorded in L.R. Khatian Nos. 1116/1, 1117/1, 1118/1, 1119/1, 1120/1, 1121/1, 1122/1, 1123 and 1124 (formerly R.S. Dag No.1385/1712 recorded in R.S. Khatian No.788) and (21) L.R. Dag No.1435/1718 (17 satak more or less) recorded in L.R. Khatian Nos. 1116/1, 1117/1, 1118/1, 1119/1, 1120/1, 1121/1, 1122/1, 1123 and 1124 (formerly R.S. Dag No.1435/1718 recorded in R.S. Khatian No.513) all in Mouza Bade Hooghly, J. L. No. 80, Additional District Sub-Registrar, Sonarpur under Police Station Sonarpur, Poleghat Gram Panchayat in the District of South 24 Parganas, Pin Code 700145 described in clause 3 of Schedule A ("Said Land") vide sale deed(s) and other chain of title as mentioned in Schedule A-1 hereto. The Owners and the Promoter have entered into a joint development agreement dated 24th May 2019 and registered with Additional Registrar of Assurances-IV, Kolkata in Book 1, Volume No. 1904-2019, pages 241190-241376 Being No. 190405435 for the year 2019 ("**Development Agreement**")

- B. The said Land is now earmarked for the purpose of building a residential project comprising multistoried apartment buildings and the said entire project shall be known as **Suncrest Estate** ("Whole Complex") of which the first phase shall comprise of five

multistoried apartment buildings numbered 2A, 2B, 2C, 2D and 2E all lying on demarcated portions of the said Land and as described in Part-I of Schedule A-3 hereto ("Project"). The sanctioned building plans also contain sanction for several other buildings at other portions of the said Land and new or modified plans are likely to be sanctioned for modifications to the same and/or additional buildings. The Promoter may in future and from time to time decide whether to develop further or other buildings in one or more phases at said Land ("**Future Phases**"). If the Promoter decides to develop further buildings in one or more phases and in such event there shall, to the extent of such development, be sharing of certain common amenities and facilities between the Project and the Future Phases. In case or any of them amongst the co-owners of the Project and the developed Future Phases. If the Promoter decides not to develop any part of the Future Phases, then the Promoter shall be entitled to demarcate the connected land and exclude the same from the Whole Complex and the Land Owners and Promoter shall own, hold, enjoy and/or deal with or transfer the same in such manner as they may deem fit and proper. .

- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on a portion of which the Project is to be constructed have been completed.
- D. Notice of commencement under the Municipal Rules was submitted vide letter dated _____ by Architect of the Project intimating the date of commencement as _____
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Whole Complex including the Project and also the apartment from Sonarpur Panchayat Samity. The Promoter agrees and undertakes that it shall not make any changes to the approved plans to the extent relating to the Project except in strict compliance with section 14 of the Act and other laws as applicable
- F. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____.
- G. The Allottee had applied for an apartment in the Project vide application No. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, type _____, on _____ floor in [tower/block/building] no. _____ ("**Building**") along with _____ number parking as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "Designated Apartment" more particularly described in Schedule A and the floor plan of the Designated apartment is annexed hereto and marked as Schedule B); Be it clarified that the term Common Areas insofar as the same refers to the share of the Allottee in the land shall mean the land in First Phase described in clause 4 of Schedule A hereto ("**Project Land**") and pro rata share to be conveyed shall be of the land comprised in the plinth of the Building in which the Designated Apartment be situated
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. The additional disclosures/details agreed between the parties are contained in Schedule A-2 hereto.

- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms conditions, and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Designated Apartment and the parking (if applicable) as specified in para G.
- II NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:-

1. **TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Designated Apartment as specified in para G.
- 1.2 The Total Price for the Designated Apartment and appurtenances based on the carpet area is Rs. _____ (Rupees _____) only and Taxes aggregating to Rs. _____ (Rupees _____) only ("Total Price") of Rs. _____ ("Total Price") as per breakup given below (Give break up and description):

Block/Building/Tower No. _____	Rate of Apartment per square feet.
Unit No. _____	
Type _____	
Floor _____	
Exclusive balcony or verandah	
Exclusive Open Terrace	
Proportionate Common Area	
Preferential Location Charges	
Parking -1	

Parking – 2	
Total Price (in rupees) without Taxes	
Other Charges	As per Schedule A-2, Clause-8
Taxes (The Goods & Service Tax and any other applicable tax on the Price shall be payable by the Allottee as per prevalent rates)	
Total Price in Rupees	_____

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Designated Apartment;
- (ii) The Total Price above includes Taxes payable by the Allottee and also include taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of sale deed and/or handing over the possession of the Designated Apartment to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate.

Provided that in case there is any change / modification in the Taxes payable by the allottee, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee unless the increase is attributable to any act or omission of the Allottee or unless the increase is for the period prior to such completion/registration;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of Designated Apartment includes recovery of price of appertaining land, construction of [not only the Designated Apartment but also proportionately] the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with plaster of paris, tiles, doors, windows, fire detection and firefighting equipment in

the common areas and includes cost for providing initial infrastructure in respect of all other facilities, amenities and specifications to be provided within the Designated Apartment and the Project described herein at Schedule "D" and Schedule "E" ("facilities, amenities and specifications").

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay or due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee unless the increase is attributable to any act or omission of the Allottee or unless the increase is for the period prior to such completion/registration.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule "C" ("Payment Plan").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at such rate of percentage per annum if so and as may be mutually agreed between the Promoter and Allottee for the period by which the respective installment has been preponed. The provision, if any agreed, for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule "D" and Schedule "E" (which shall be in conformity with the advertisement, prospectus etc.) in respect of the apartment without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may against extra costs payable by the Allottee make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations as per the provisions of the Act.
- 1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after construction of the Building is complete and the completion certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area beyond 3% of the area specified herein, then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was found to have been paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to allottee, the Promoter may demand the increased amount for upto 3% increase from the Allottee as per the next

milestone of the Payment Plan as provided in Schedule "C". All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

[* or such other certificate by whatever name called issued by the competent authority.]

1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Designated Apartment as mentioned below.

(i) The Allottee shall have exclusive ownership of the Designated Apartment.

(ii) The Allottee shall also have undivided proportionate share in the Common Areas as members of the Association. Since the Share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with Owners, Promoter, other co-owners, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.

(iii) That the computation of the price of the Designated Apartment includes recovery of price of appertaining land, construction of [not only the Designated Apartment but also proportionately] the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with plaster of paris, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing initial infrastructure necessary for the facilities, amenities and specifications to be provided within the Designated Apartment and the Project;

(iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment subject to the safety guidelines.

1.9 It is made clear by the Promoter and the Allottee agrees that the Designated Apartment along with _____ parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Whole Complex is an independent, self-contained project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. The Project is in the first phase of the Whole Complex and the disclosures made in Clause B above and Schedule A-2 shall apply as regards the sharing of facilities and interdependence on several aspects between the Project and the Future Phase (if and to the extent developed) of the Whole Complex. It is clarified that Project's facilities and amenities as per Part-1 of Schedule E shall be available only for use and enjoyment of the Allottees of the Project and in case the Future Phases is developed by the Promoter then and in that event, the Promoter may at its sole discretion allow the common use by the co-owners of the Project and the Future Phases of such Common Amenities and Facilities in the Project and Future Phases, as the Promoter may in its absolute discretion think fit and proper..

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Designated Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, panchayat, zilla parishad, municipality or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan (taken by the Promoter) and interest on mortgages, or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Designated Apartment and created by the Promoter). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan (taken by the Promoter) and interest thereon before transferring the Designated Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) being part payment towards the Total Price of the Designated Apartment until the time of agreement the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Designated Apartment as prescribed in the Payment Plan [Schedule "C"] as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by any relevant applicable construction milestones (except in cases of rebate in installments as per clause 1.5), the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable)] in favour of _____ payable at _____. The Owners and the Promoter shall apportion their respective shares in the amounts amongst themselves as mutually agreed between them.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the Statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the project with the Authority and towards handing over the Designated Apartment to the Allottee and the common areas in a phase wise manner to the association of allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT / APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Designated Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [as per relevant Schedules to this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Allottee has also understood that the building in which the Designated Apartment is situated forms part of the first phase of development. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and facilities, amenities and specifications, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by Panchayet Act and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the this Agreement and the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE DESIGNATED APARTMENT:

7.1 Schedule for possession of the said Designated Apartment-

The Promoter agrees and understands that timely delivery of possession of the Designated Apartment to the allottee and the common areas of the Building as per Clause 1.1 of Schedule E to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Designated Apartment along with ready and complete common areas with all specifications, amenities and facilities forming part of the Project in place within _____ with a grace period upto 6 months unless

there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or other exigency affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Designated Apartment.

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

- 7.2 Procedure for taking possession** -The Promoter, upon obtaining the completion certificate* in respect of the Building containing the Designated Apartment from the competent authority shall offer in writing the possession of the Designated Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate*, Provided that, in the absence of local law, the delivery of possession and execution of conveyance deed in favour of the allottee shall be simultaneously carried out by the Promoter within 3 months from the date of issue of completion certificate Provided the Allottee takes such possession and pays the Total Price, Stamp duty, registration charges etc., and gets the conveyance registered in his favour. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be, after the issuance of the completion certificate for the project. The Promoter shall hand over the copy of the completion certificate of the Designated Apartment to the Allottee at the time of conveyance of the same.

[* or such other certificate by whatever name called issued by the competent authority.]

7.3 Failure of Allottee to take Possession of Designated Apartment-

Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall within the period mentioned in such intimation take possession of the Designated Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Designated Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2 and also all taxes and outgoings relating to the Designated Apartment and for all damages to the Designated Apartment and/or other parts of the building.

- 7.4 Possession by the Allottee** - After obtaining the completion certificate* and handing over physical possession of the Designated Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans,

including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws:

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the association of Allottees upon its registration or the competent authority, as the case may be, after obtaining the completion certificate.

[* or such other certificate by whatever name called issued by the competent authority.]

7.5 Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act.

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount (i.e. 10% of the Total Price) paid for the allotment. The balance amount of money paid by the allottee (other than Taxes paid by the allottee and/or stamp duty and registration charges incurred by the allottee) shall be returned by the Promoter to the Allottee without interest, and without any loss to the promoter and only out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. The allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

7.6 Compensation – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, and which defect was known to the Promoter and the Promoter had willfully not disclosed the same to the Allottee in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

7.6.1 Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Designated Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Designated Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Designated Apartment which shall be paid by the Promoter to the allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Owners and Promoter hereby respectively represents and warrants to the Allottee as follows:

- (i) The Owners have absolute, clear and marketable title with respect to the said Land; the Promoter has requisite rights to carry out development upon the said Land and the Owners have absolute, actual, physical and legal possession of the said Land with license to the Promoter to carry out the Project thereon;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) Save and except the construction finance from M/s _____ for construction of the Project by mortgaging the said Land and the construction, there are no encumbrances upon the Designated Apartment and appertaining share in said Land or in the Project;
- (iv) There are no litigations pending before any Court or law or Authority with respect to the said Land, Project or the Designated Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Designated Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owners/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Designated Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Owners/Promoter have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Designated Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Owners/Promoter confirms that the Owners/Promoter are not restricted in any manner whatsoever from selling the said Designated Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Designated Apartment to the Allottee and the common areas to the association of Allottees upon the same being registered or the competent authority as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and proportionate

share (attributable to the Designated Apartment) thereof till the period mentioned in the intimation to the allottee to take possession of the designated apartment along with use of common areas (equipped with all the specifications, amenities and facilities) which shall be handed over to the association of Allottees when registered or the competent authority, as the case may be;

- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the *force Majeure* clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the Designated Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the project with the Authority or extended by the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case the Allottee complies with his obligations under this Agreement and there is Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments linked to construction milestones to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest provided that this clause shall not be applicable if the payment by the Allottee is not construction linked; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over the

possession of the Designated Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

- (i) In case the Allottee fails to make payments for consecutive two demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules ;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Designated Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the amount paid at or before the execution of this agreement and the interest liabilities and this Agreement shall thereupon stand terminated. Such refund shall not include any amount paid by the allottee on account of Taxes paid by the allottee and/or stamp duty and registration charges incurred by the allottee and shall be made out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. The allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Owners and the Promoter, on receipt of Total Price of the Designated Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Designated Apartment together with proportionate indivisible share in the Common Areas within the Project within 3 months from the date of issuance of the completion certificate* to the Allottee:

[* or such other certificate by whatever name called issued by the competent authority.]

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of completion certificate*. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice or to pay the Total Price and other dues of the Allottee, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee and the Allottee shall also be deemed to be under condition of default under clause 7.3 and 9.3 above.

11. MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottees upon the issuance of the completion certificate of the project. The cost of

such maintenance shall be payable by the Allottee separately in addition to the Total Price of the Designated Apartment.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter by the Allottee within a period of 5 (five) years from the date of completion certificate and/or partial completion certificate of the building in which the Designated Apartment is situated, as the case may be, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Allottee or Association of Allottees and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees or competent authority

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of allottees shall have right of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the Designated Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas if any located within the Project Suncrest Estate-Phase-I shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to comply with the house rules as per Schedules hereto and maintain the Designated Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Designated Apartment, or the common areas including staircases, lifts, common passages, corridors, circulation areas, atrium (if any) or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Designated Apartment

and keep the Designated Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Designated Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Designated Apartment.

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

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of a Designated Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and/or disclosed, except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Designated Apartment and if any such mortgage or charge is made or created then notwithstanding any contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Designated Apartment.

19. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

The Promoter has assured the Allottees that the project in its entirety may in due course be submitted in accordance with the provisions of the applicable laws, if any for Apartment Ownership Act. The Promoter showing compliance of the said laws/regulations as applicable.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs

and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Designated Apartment.

22. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Designated Apartment and the Project and/or the Whole Complex shall equally be applicable to and enforceable against and by any subsequent Allottees of the Designated Apartment, in case of a transfer, as the said obligations go along with the Designated Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other

applicable laws, such provisions of the Agreement unless the same are capable of having been agreed by the parties and/or consented to by the Allottee shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee has to make payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Designated Apartment bears to the total carpet area of all the Apartments in the Project.

27. FURTHER ASSURANCES:

Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office', or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the Office of the Sub-Registrar at _____ (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at _____

29. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post and/or by email transmission, provided that receipt of such email is formally confirmed by the recipient, at their respective addresses specified below :

_____ Name of Allottee

_____ (Allottee Address)

_____ (email id of Allottee)

SALARPURIA SIGNUM LLP -Promoter Name

_____, _____, _____, Kolkata-_____ (Promoter Address)

_____ (email id of Promoter with Attention to Mr.
_____)

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address and/or email id subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address and/or emailed at the aforesaid email id, shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

30. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

32. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

34. The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

IV. IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED :

Allottee: (including joint buyers)

(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Owner:

(1) Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

WITNESSES :

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SCHEDULE 'A'

- DESCRIPTION OF THE DESIGNATED APARTMENT AND PARKING (IF APPLICABLE) ALONG WITH DESCRIPTION OF LAND AND BOUNDARIES IN ALL FOUR DIRECTIONS.

1. **DESIGNATED APARTMENT : ALL THAT** the flat being Unit No. _____ containing a carpet area of ____ Square feet more or less alongwith balcony with a carpet area of _____ Square feet more or less and a total built-up area of Unit (including Balcony) of ____ Square feet more or less on the __ floor of the Tower __ of the Project at the Project Land.
- 2 **PARKING:** _____
- 2.1 **OPEN TERRACE:** _____
- 2.2 **SERVANT QUARTER:** _____
- 3 **SAID LAND: ALL THAT** pieces or parcels of land admeasuring 22163.77 Square metre or 5.48 Acre or 548 Satak more or less situate lying and being entire (1) L.R. Dag No. 1326 (24 satak more or less) recorded in L.R. Khatian Nos.1226, 1227 and 1228 (formerly R.S. Dag No. 1326 recorded in R.S. Khatian Nos.710 and 818), (2) L.R. Dag No.1327 (25 satak more or less) recorded in L.R. Khatian Nos.1097, 1096, 1095, 1094, 1093, 1092, 1091 and 1090 (formerly R.S. Dag No.1327 recorded in R.S. Khatian Nos.661 and 662) (3) L.R. Dag No.1328 (53 satak more or less) recorded in L.R. Khatian Nos.1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1100, 1101, 1102 and 1103 (formerly R.S. Dag 1328 recorded in R.S. Khatian Nos.525), (4) L.R. Dag No.1329 (29 satak more or less) recorded in L.R. Khatian Nos.1097, 1096, 1095, 1094, 1093, 1092, 1091 and 1090 (formerly R.S. Dag No.1329 recorded in R.S. Khatian No.527/1) (5) L.R. Dag No.1331 (14 satak more or less) recorded in L.R. Khatian No.1090, 1091, 1092, 1093, 1094, 1095, 1096 and 1097 (formerly R.S. Dag No.1331 recorded in R.S. Khatian No.543) (6) L.R. Dag No.1332 (11 satak more or less) recorded in L.R. Khatian No. 1089, 1088, 1087, 1086, 1085, 1084, 1083 and 1082 (formerly R.S. Dag No.1332 recorded in R.S. Khatian No.532) (7) L.R. Dag No.1333 (14 satak more or less) recorded in L.R. Khatian Nos. 1089, 1088, 1087, 1086, 1085, 1084, 1083 and 1082 (formerly R.S. Dag No.1333 recorded in R.S. Khatian No.574) (8) L.R. Dag No.1351 (8 satak more or less) recorded in L.R. Khatian Nos.1098 and 1099 (formerly R.S. Dag No.1351 recorded in R.S. Khatian No.537) (9) L.R. Dag No.1364 (6 satak more or less) recorded in L.R. Khatian Nos. 1106, 1107, 1108, 1109,1110, 1111 and 1112 (formerly R.S. Dag No.1364 recorded in Khatian No.735, 434 and 436) (10) L.R. Dag No.1365 (22 Satak more or less) recorded in L.R. Khatian Nos.1098, 1099, 1161, 1162 (formerly R.S. Dag No.1365 recorded in R.S. Khatian No.520) (11) L.R. Dag No.1366 (17 satak more or less) recorded in L.R. Khatian Nos.1125 and 1126 (formerly R.S. Dag No.1366 recorded in R.S. Khatian No.563) (12) L.R. Dag No.1367 (12 satak more or less) recorded in L.R. Khatian Nos.1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097 (formerly R.S. Dag No.1367) (13) L.R. Dag No.1368 (6 satak more or less) recorded in L.R. Khatian Nos.1106, 1107, 1108, 1109, 1110, 1111 and 1112 (formerly R.S. Dag No.1368 recorded in R.S. Khatian No.537) (14) L.R. Dag No.1369 (35 satak more or less) recorded in L.R. Khatian Nos.1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1100, 1101, 1102 and 1103 (formerly R.S. Dag No.1369 recorded in R.S. Khatian No.655), (15) L.R. Dag

No.1370 (36 satak more or less) recorded in L.R. Khatian Nos.1106, 1107, 1108, 1109, 1110, 1111 and 1112 (formerly R.S. Dag No.1370 recorded in R.S. Khatian Nos.434, 436 and 735) (16) L.R. Dag No.1371 (34 satak more or less) recorded in L.R. Khatian Nos. 1106, 1107, 1108, 1109, 1110, 1111 and 1112 (formerly R.S. Dag No.1371 recorded in R.S. Khatian Nos.434, 436 and 735) (17) L.R. Dag No.1372 (34 satak more or less) recorded in L.R. Khatian Nos. 1127, 1128, 1129, 1130, 1163, 1164, 1165, 1166 (formerly R.S. Dag No.1372 recorded in R.S. Khatian No.482) (18) divided and demarcated portion of L.R. Dag No.1385 (120.5 Satak more or less out of 249 satak) recorded in L.R. Khatian Nos. 1116/1, 1117/1, 1118/1, 1119/1, 1120/1, 1121/1, 1122/1, 1123, 1124, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1122 and 1121 (formerly R.S. Dag No.1385 recorded in R.S. Khatian No.784 and 786) (19) divided and demarcated portion of L.R. Dag No.1386 (9.5 Sataks more or less out of 11 Satak purchased by the relevant owners and mutated in their names out of total 14 satak in the Dag) recorded in L.R. Khatian Nos. 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121 and 1122 (formerly R.S. Dag No.1386 recorded in R.S. Khatian No.785, 787, 790 and 792) (20) L.R. Dag No.1385/1712 (21 satak more or less) recorded in L.R. Khatian Nos. 1116/1, 1117/1, 1118/1, 1119/1, 1120/1, 1121/1, 1122/1, 1123 and 1124 (formerly R.S. Dag No.1385/1712 recorded in R.S. Khatian No.788) and (21) L.R. Dag No.1435/1718 (17 satak more or less) recorded in L.R. Khatian Nos. 1116/1, 1117/1, 1118/1, 1119/1, 1120/1, 1121/1, 1122/1, 1123 and 1124 (formerly R.S. Dag No.1435/1718 recorded in R.S. Khatian No.513) all in Mouza Bade Hooghly, J. L. No. 80, Additional District Sub-Registrar, Sonarpur under Police Station Sonarpur, Poleghat Gram Panchayat in the District of South 24 Parganas, Pin Code 700145 and butted and bounded as follows:-

- (i) On the **North** : by Road, Land and RTS of Ellias Sk., RTS of Sovan Sk., House of Siraj Gazi, land of Jonu Ghosh, Land of Jonu Ghosh & Ors. Land of Dr. Ghosh, Land of Abbas Sk.;
- (ii) On the **South** : by Malencha Road, RTS of Sk. Kuddus, Land of late Jihad Mistri, Burial Ground, Land of Raffic Sk., Good News School, Spoke Workshop, House of Chanda Sk., RTS of Shadat Gazi.;
- (iii) On the **East** : by Pond of Masjid Committee, RTS of Jahangir Sk., Land of Siraj Gazi, Land and building of Suresh Ghosh, House of Kalicharan Ghosh; and
- (iv) On the **West** : by RTS of Sk. Kuddus, Land of Bapi Mistri, Burial Ground, Extended E.M. Bypass, Land of Abbas Sk. Land of Sk. Haniff, Land of Dr. Ranjit Ghosh.

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

4 PROJECT LAND: ALL THAT pieces or parcels of land admeasuring 11933.88 Square metre or 2.9489 Acre or 294.89 Satak more or less situate lying and being entire (1) L.R. Dag No. 1326 recorded in L.R. Khatian Nos.1226, 1227 and 1228 (formerly R.S. Dag No. 1326 recorded in R.S. Khatian Nos.710 and 818), (2) L.R. Dag No.1327 recorded in L.R. Khatian Nos.1097, 1096, 1095, 1094, 1093, 1092, 1091 and 1090 (formerly R.S. Dag No.1327 recorded in R.S. Khatian Nos.661 and 662) (3) L.R. Dag No.1328 recorded in L.R. Khatian Nos.1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1100, 1101, 1102 and 1103 (formerly R.S. Dag 1328 recorded in R.S. Khatian Nos.525), (4) L.R. Dag No.1329 recorded in L.R. Khatian Nos.1097, 1096, 1095, 1094, 1093, 1092, 1091 and

1090 (formerly R.S. Dag No.1329 recorded in R.S. Khatian No.527/1), (5) L.R. Dag No.1331 recorded in L.R. Khatian No.1090, 1091, 1092, 1093, 1094, 1095, 1096 and 1097 (formerly R.S. Dag No.1331 recorded in R.S. Khatian No.543), (6) L.R. Dag No.1332 recorded in L.R. Khatian No. 1089, 1088, 1087, 1086, 1085, 1084, 1083 and 1082 (formerly R.S. Dag No.1332 recorded in R.S. Khatian No.532), (7) L.R. Dag No.1333 recorded in L.R. Khatian Nos. 1089, 1088, 1087, 1086, 1085, 1084, 1083 and 1082 (formerly R.S. Dag No.1333 recorded in R.S. Khatian No.574), (8) L.R. Dag No.1368 recorded in L.R. Khatian Nos.1106, 1107, 1108, 1109, 1110, 1111 and 1112 (formerly R.S. Dag No.1368 recorded in R.S. Khatian No.537), (9) divided and demarcated portion of L.R. Dag No.1351 recorded in L.R. Khatian Nos.1098 and 1099 (formerly R.S. Dag No.1351 recorded in R.S. Khatian No.537), (10) divided and demarcated portion of L.R. Dag No.1365 recorded in L.R. Khatian Nos.1098, 1099, 1161, 1162 (formerly R.S. Dag No.1365 recorded in R.S. Khatian No.520), (11) divided and demarcated portion of L.R. Dag No.1366 recorded in L.R. Khatian Nos. 1125 and 1126 (formerly R.S. Dag No.1366 recorded in R.S. Khatian No.563), (12) divided and demarcated portion of L.R. Dag No.1367 recorded in L.R. Khatian Nos.1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097 (formerly R.S. Dag No.1367), (13) divided and demarcated portion of L.R. Dag No.1369 recorded in L.R. Khatian Nos.1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1100, 1101, 1102 and 1103 (formerly R.S. Dag No.1369 recorded in R.S. Khatian No.655), (14) divided and demarcated portion of L.R. Dag No.1370 recorded in L.R. Khatian Nos.1106, 1107, 1108, 1109, 1110, 1111 and 1112 (formerly R.S. Dag No.1370 recorded in R.S. Khatian Nos.434, 436 and 735), (15) divided and demarcated portion of L.R. Dag No.1371 recorded in L.R. Khatian Nos. 1106, 1107, 1108, 1109, 1110, 1111 and 1112 (formerly R.S. Dag No.1371 recorded in R.S. Khatian Nos.434, 436 and 735), (16) divided and demarcated portion of L.R. Dag No.1372 recorded in L.R. Khatian Nos. 1127, 1128, 1129, 1130, 1163, 1164, 1165, 1166 (formerly R.S. Dag No.1372 recorded in R.S. Khatian No.482), (17) divided and demarcated portion of L.R. Dag No.1386 recorded in L.R. Khatian Nos. 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121 and 1122 (formerly R.S. Dag No.1386 recorded in R.S. Khatian No.785, 787, 790 and 792), all in Mouza Bade Hooghly, J. L. No. 80, Additional District Sub-Registrar, Sonarpur under Police Station Sonarpur, Poleghat Gram Panchayat in the District of South 24 Parganas, Pin Code 700145

SCHEDULE A-1

CHAIN OF TITLE:

1. **Re : R.S. and L.R. Dag No. 1326 – Total Area in Dag - 0.24 acre, Subject Area – 0.24 acre or 24 Satak (“Dag 1326 Property”):**
 - 1.1 By a Deed of Gift dated 23rd February 1973 and registered with the Sub Registrar, Baruipur in Book I Volume No. 14 Pages 160 to 167 Being No.968 for the year 1973 one Panchu Gopal Ghosh conveyed and transferred by way of gift unto and to his son Ranjit Kumar Ghosh a portion admeasuring 15 Satak more or less out of the Dag 1326 Property absolutely and forever.
 - 1.2 By the two following Sale Deeds both dated 17th October 2012 and registered with the Additional Registrar of Assurances –I, Kolkata, the said Ranjit Kumar Ghosh, for the consideration therein mentioned, sold conveyed and transferred the said 15 Sataks out of Dag 1326 Property as follows:-
 - a. By Sale Deed registered in Book I Volume No.20 Pages 7569 to 7582 Being No.9774 for the year 2012 portion admeasuring 6 Satak more or less out of

the Dag 1326 Property was conveyed to Panji Griha Nirman Private Limited absolutely and forever.

- b. By Sale Deed registered in Book I Volume No.20 Pages 7539 to 7553 Being No.9772 for the year 2012 portion ad measuring 9 Satak more or less out of the Dag 1326 Property was conveyed to Abhieeru Complex Private Limited absolutely and forever
- 1.3 By a Sale Deed dated 21st January 2013 and registered with the Additional Registrar of Assurances –I, Kolkata in Book I Volume No.3 Pages 245 to 261 Being No.00531 for the year 2013 one Jobeda Bibi and Bablu Sheikh for the consideration therein mentioned sold conveyed and transferred unto and to Everlink Housing Private Limited another portion admeasuring 9 Satak out of the Dag 1326 Property absolutely and forever.
- 1.4 The names of the Everlink Housing Private Limited, Panji Griha Nirman Private Limited and Abhieeru Complex Private Limited are recorded as Raiyats in the Records of Rights published under the West Bengal Land Reforms Act, 1955 (hereinafter referred to the "said Act of 1955") under L.R. Khatian Nos. 1226, 1227 and 1228 in respect of the respective owned portions of the said Dag 1326 property.

2. Re : R.S. and L.R. Dag No. 1327 – Total Area in Dag - 0.25 acre, Subject Area – 0.25 acre or 25 Satak ("Dag 1327 Property"):

- 2.1 By a Sale Deed dated 28th January 1981 and registered with the Sub Registrar, Sonarpur in Book I Volume No.8 Pages 162 to 165 Being No.271 for the year 1981 one Hari Charan Ghosh for the consideration therein mentioned sold conveyed and transferred unto and to one Mohamed Kena Gazi, the Dag 1327 Property absolutely and forever.
- 2.2 By a Sale Deed dated 5th September 1996 and registered with the Additonal District Sub Registrar, Sonarpur in Book I Volume No.96 Pages 72 to 79 Being No.6238 for the year 1996 the said Mahammad Kena Gazi, for the consideration therein mentioned, sold conveyed and transferred unto and to one Zahid Khan the Dag 1327 Property absolutely and forever.
- 2.3 By a Sale Deed dated 4th August 2011 and registered with the District Sub Registrar IV, South 24 Parganas, in Book I Volume No.20 Pages 3165 to 3178 Being No.06091 for the year 2011 the said Zahid Khan for the consideration therein mentioned sold conveyed and transferred unto and to Endrose Builders Private Limited, Welsome Realestate Private Limited, Induct Realestate Private Limited, Arth Devcon Private Limited, Induct Infracproject Private Limited, Safforn Projects Private Limited, Salona Realestates Private Limited and Everlink Builders Private Limited, the Dag 1327 Property absolutely and forever.
- 2.6 The names of the said Endrose Builders Private Limited, Welsome Realestate Private Limited, Induct Realestate Private Limited, Safforn Projects Private Limited, Salona Realestates Private Limited, Everlink Builders Private Limited, Arth Devcon Private Limited and Induct Infracproject Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1097, 1096, 1095, 1094, 1093, 1092, 1091 and 1090 respectively in respect of the said Dag 1327 property.

3. Re : R.S. and L.R. Dag No. 1328 – Total Area in Dag - 0.53 acre, Subject Area – 0.53 acre or 53 Satak ("Dag 1328Property"):

- 3.1 One Amulya Charan Ghosh, Charu Chandra Ghosh and Jamuna Bala Ghosh were the owners of the Dag 1328 Property.
- 3.2 By a Sale Deed dated 4th December 1964 and registered with the Sub Registrar, Baruipur in Book I Volume No.141 Pages 1 to 4 Being No.10528 for the year 1964 the said Jamuna Bala Dasi, for the consideration therein mentioned, sold conveyed and transferred unto and to one Noor Mohammed Gazi, one third undivided share of and in the Dag 1328 property absolutely and forever.
- 3.2 By a Sale Deed dated 2nd March 1972 and registered with the Sub Registrar, Sonarpur in Book I Volume No.13 Pages 160 to 162 Being No.594 for the year 1972 the said Noor Mohamed Gazi, for the consideration therein mentioned, sold conveyed and transferred unto and to one Pradyut Kumar Ghosh and Bikash Ghosh, one third undivided share of and in the Dag 1328 property absolutely and forever.
- 3.3 By a Sale Deed dated 11th October 1972 and registered with the Sub Registrar, Sonarpur in Book I Volume No.45 Pages 298 to 300 Being No.3444 for the year 1972 the said Charu Chandra Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to the said Pradyut Kumar Ghosh and Bikash Ghosh, one third undivided share of and in the Dag 1328 Property absolutely and forever.
- 3.4 The said Amulya Charan Ghosh, a Hindu, died intestate leaving him surviving his wife Radharani Ghosh, two sons namely Ratan Ghosh and Madan Ghosh and two daughters namely Gitarani Ghosh and Riktarani Ghosh as his only heirs and representatives who all five upon his death inherited and became entitled to his one-third share in the Dag 1328 property.
- 3.5 By a Sale Deed dated 17th October 1974 and registered with the Sub Registrar, Sonarpur in Book I Volume No.66 Pages 291 to 294 Being No.4352 for the year 1974 the said Radharani Ghosh, Ratan Ghosh, Madan Ghosh, Gitarani Ghosh and Riktarani Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to the said Pradyut Kumar Ghosh and Bikash Ghosh their one third share in the Dag 1328 property absolutely and forever.
- 3.6 The said Pradyut Kumar Ghosh, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 11th April 1995 leaving him surviving his wife Tara Ghosh and two sons namely Abhijit Ghosh and Surajit Ghosh as his only heirs and legal representatives who all three upon his death inherited and became entitled to his one-half share in the said Dag 1328 property absolutely.
- 3.7 By an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar IV South 24 Parganas in Book I Volume No.20 Pages 2375 to 2389 Being No.06041 for the year 2011 the said Tara Ghosh, Abhijit Ghosh and Surajit Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to Weighty Builders Private Limited, Welcome Devcon Private Limited, Isolate Buildcon Private Limited and Wakeful Infra Projects Private Limited their one half undivided share in the Dag 1328 Property absolutely and forever.
- 3.8 By an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar IV South 24 Parganas in Book I Volume No.20 Pages 2320 to 2334

Being No.06037 for the year 2011 the said Bikash Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to Invention Infraprojects Private Limited, Isolate Infraprojects Private Limited, Wonder Realcon Private Limited, Inspire Devcon Private Limited, Improve Realcon Private Limited, Intent Buildcon Private Limited, Incredible Devcon Private Limited, Welsome Construction Private Limited, his one half undivided share in the Dag 1328 Property absolutely and forever.

- 3.9 The names of the said Weighty Builders Private Limited, Welcome Devcon Private Limited, Isolate Buildcon Private Limited, Wakeful Infra Projects Private Limited, Invention Infraprojects Private Limited, Isolate Infraprojects Private Limited, Wonder Realcon Private Limited, Inspire Devcon Private Limited, Improve Realcon Private Limited, Intent Buildcon Private Limited, Incredible Devcon Private Limited, Welsome Construction Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1103, 1102, 1101, 1100, 1088, 1087, 1089, 1086, 1085, 1084, 1083 and 1082 respectively in respect of the said Dag 1328 property.
- 3.10 By an Indenture of Conveyance dated 6th June 2016 and registered with the Additional District Sub Registrar, Sonarpur South 24 Parganas in Book I Volume No. 1608-2016 Pages 73979 to 73993 Being No.160803048 for the year 2016 one Manoka Das claiming to be another daughter of the said Amulya Charan Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to one Abdullah Gazi her entire undivided share or interest of and in the Dag 1328 Property absolutely and forever.
- 3.11 By an Indenture of Conveyance dated 14th March 2019 and registered with the Additional Registrar of Assurances III, Kolkata in Book I Volume No. 1903-2019 Pages 44974 to 45020 Being No. 1900300997 for the year 2019 the said Abdullah Gazi, for the consideration therein mentioned, sold conveyed and transferred unto and to the said Welsome Construction Private Limited, Incredible Devcon Private Limited, Intent Buildcon Private Limited, Improve Realcon Private Limited, Inspire Devcon Private Limited, Isolate Infra Projects Private Limited, Invention Infra Projects Private Limited, Wonder Realcon Private Limited, Wakeful Infra Projects Private Limited, Isolate Buildcon Private Limited, Welcome Devcon Private Limited and Weighty Builders Private Limited his entire whatever share or interest of and in the Dag 1328 Property absolutely and forever.

4. Re : R.S. and L.R. Dag No. 1329 – Total Area in Dag - 0.29 acre. Subject Area – 0.29 acre or 29 Satak ("Dag 1329 Property"):

- 4.1 By an Indenture of Conveyance dated 6th December 1943 and registered with the Sub Registrar, Baruipur in Book I Volume No.76 Pages 255 to 256 Being No.8040 for the year 1943 one Noor Mohamed Gazi, for the consideration therein mentioned, sold conveyed and transferred unto and to one Sushila Bala Dasi the Dag 1329 Property absolutely and forever.
- 4.2 By an Indenture of Conveyance dated 3rd December 1979 and registered with the Sub Registrar, Sonarpur in Book I Volume No.57 Pages 183 to 186 Being No.3972 for the year 1979 the said Sushila Bala Dasi, for the consideration therein mentioned, sold conveyed and transferred unto and to one Sadek Ali Sheikh the Dag 1329 Property absolutely and forever.
- 4.3 The said Sadek Ali Sheikh, a Mahomedan, died on 25th May 2008 intestate leaving him surviving his two wives Belati Sheikh and Mantaz Sheikh, three daughters from

Belati Bibi, his first wife, namely Asma Bibi, Nazma Bibi, Minati Khatun Bibi and three sons and two daughters from Mamta Bibi, his second wife, namely Saluddin Sheikh), Kabul Sheikh (also known as Bablu Sheikh), Habibur Sheikh Surhiya Begum and Minu Mondal as his only heirs and legal representatives who all ten upon his death inherited and became entitled the said Dag 1329 Property absolutely.

- 4.4 The said Saluddin Sheikh, a Mahomedan, died intestate on 30th July 2010 leaving him surviving his mother, Mamta Sheikh, wife Rahima Bibi, two brothers namely Kabul Sheikh and Habibur Sheikh and two sisters Surhiya Begum and Minu Mondal as his only heirs and legal representatives who all upon his death inherited and became entitled to his share of and in the Dag 1329 Property absolutely.
- 4.5 By an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar IV South 24 Parganas, in Book I Volume No.20 Pages 2450 to 2470 Being No.06046 for the year 2011 the said Belati Sheikh, Mamta Sheikh, Asma Bibi, Nazma Bibi, Minati Khatun Bibi, Kabul Sheikh, Habibur Sheikh, Suraiya Begam, Minu Mondal and Rahima Bibi, for the consideration therein mentioned, sold conveyed and transferred unto and to Endorse Builders Private Limited, Welsome Realestate Private Limited, Induct Realestate Private Limited, Arth Devcon Private Limited, Induct Infraproject Private Limited, Safforn Projects Private Limited, Salona Realestates Private Limited, Everlink Builders Private Limited, the Dag 1329 Property absolutely and forever.
- 4.6 The names of the said Endorse Builders Private Limited, Welsome Realestate Private Limited, Induct Realestate Private Limited, Arth Devcon Private Limited, Induct Infraproject Private Limited, Safforn Projects Private Limited, Salona Realestates Private Limited, Everlink Builders Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1097, 1096, 1095, 1094, 1093, 1092, 1091 and 1090 respectively in respect of the Dag 1329 property.
- 4.7 It was subsequently detected that the said Saluddin Sheikh also left behind two daughters namely Mehendi Sheikh and Muskaan Sekh both minors at the time of his death. Accordingly, by an Agreement dated 13th September 2011 and registered with the District Sub Registrar IV South 24 Parganas, in Book I Volume No. 24 Pages 1037 to 1052 Being No.7208 for the year 2011 followed by Order dated 26.7.2012 passed by the Court of the District Judge, Alipore in Misc Case No.851 of 2011 thereby permitting the sale as envisaged in the said agreement and then followed by an Indenture of Conveyance dated 18th September 2012 and registered with the District Sub Registrar IV South 24 Parganas in Book I Volume No.25 Pages 543 to 564 Being No.7635 for the year 2012, the said Mehendi Sheikh and Muskan Sheikh for the consideration therein mentioned, inter alia, sold conveyed and transferred unto and to Intent Buildcon Private Limited a portion admeasuring 2.7 Satak out of Dag 1329 Property absolutely and forever.

5. Re : R.S. and L.R. Dag No. 1331 – Total Area in Dag - 0.14 acre, Subject Area – 0.14 acre or 14 Satak (“Dag 1331 Property”):

- 5.1 By an Indenture of Conveyance dated 6th December 1943 and registered with the Sub Registrar, Baruipur in Book I Volume No.76 Pages 255 to 256 Being No.8040 for the year 1943 the said Noor Mohamed Gazi, for the consideration therein mentioned, sold conveyed and transferred unto and to one Sushila Bala Dasi the said Dag 1331 Property absolutely and forever.

- 5.2 By a Deed of Gift dated 3rd July 1987 and registered with the Additional District Sub Registrar, Sonarpur in Book I Volume No.33 Pages 80 to 85 Being No.2523 for the year 1987 the said Sushila Bala Dasi conveyed and transferred by way of gift unto and to her son Somnath Ghosh All That Dag 1331 Property absolutely and forever.
- 5.3 By an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar IV South 24 Parganas in Book I CD Volume No.20 Pages 2349 to 2361 Being No.06039 for the year 2011 the said Somnath Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to Endorse Builders Private Limited, Welsome Realestate Private Limited, Induct Realestate Private Limited, Arth Devcon Private Limited, Induct Infraproject Private Limited, Safforn Projects Private Limited, Salona Realestates Private Limited, Everlink Builders Private Limited the said Dag 1331 Property absolutely and forever.
- 5.4 The names of the said Endorse Builders Private Limited, Welsome Realestate Private Limited, Induct Realestate Private Limited, Arth Devcon Private Limited,, Induct Infraproject Private Limited, Safforn Projects Private Limited, Salona Realestates Private Limited and Everlink Builders Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1097, 1096, 1095, 1094, 1093, 1092, 1091 and 1090 respectively in respect of the said Dag 1331 Property.

6. Re : R.S. and L.R. Dag No. 1332 – Total Area in Dag - 0.11 acre, Subject Area – 0.11 acre or 11 Satak (“Dag 1332 Property”):

- 6.1 One Amulya Charan Ghosh, Charu Chandra Ghosh and Jamuna Bala Ghosh were the owners of the Dag 1332 Property.
- 6.2 By an Indenture of Conveyance dated 12th December 1962 and registered with the Sub Registrar, Baruipur, in Book I Volume No.123 Pages 114 to 116 Being No.10526 for the year 1962 the said Jamuna Bal Ghosh, for the consideration therein mentioned, sold conveyed unto and to one Charu Chandra Ghosh one third undivided share out of the Dag 1332 Property absolutely and forever.
- 6.2 The said Amulya Charan Ghosh, a Hindu died intestate leaving him surviving his wife Radharani Dasi and two sons Ratan Chandra Ghosh and Madan Chandra Ghosh as his only heirs and representatives who all three upon his death inherited and became entitled to his one-third share in the Dag 1332 Property.
- 6.3 By a Sale Deed dated 24th August 1973 and registered with the Sub Registrar, Sonarpur in Book I Volume No.46 Pages 240 to 243 Being No.3119 for the year 1973 the said Charu Chandra Ghosh, Radharani Ghosh, Ratan Chandra Ghosh and Madan Chandra Ghosh, for the consideration therein mentioned, sold conveyed unto and to one Sadek Ali Sheikh, the Dag 1332 Property absolutely and forever.
- 6.4 The said Sadek Ali Sheikh, a Mahomedan, died intestate on 25th May 2008 leaving him surviving his wives Belati Sheikh and Mamta Sheikh, three daughters from Belati Bibi his first wife, namely Asma Bibi, Nazma Bibi, Minati Khatun Bibi and three sons and two daughters from Mamta Bibi, his second wife, namely Saluddin Sheikh, Kabul Sheikh, Habibur Sheikh, Surhiya Begum and Minu Mondal as his only heirs and legal representatives who all ten upon his death inherited and became entitled the said Dag 1332 Property absolutely.

- 6.5 The said Saluddin Sheikh, a Mahomedan, died intestate on 30th July 2010 leaving him surviving his mother, Mamta Sheikh, wife Rahima Bibi, two brothers namely Bablu Sheikh and Habibur Sheikh and two sisters Surhiya Begum and Minu Mondal as his only heirs and legal representatives, who all upon his death inherited and became entitled his share of and in the Dag 1332 Property absolutely.
- 6.6 By an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar IV South 24 Parganas, in Book I Volume No.20 Pages 2298 to 2319 Being No.06036 for the year 2011 the said Belati Sheikh, Mamta Sheikh, Asma Bibi Mondal, Minati Khatun Bibi, Kabul Sheikh, Habibur Sheikh, Suraiya Begum, Nazma Bibi, Minu Mondal and Rahima Bibi, for the consideration therein mentioned, sold conveyed and transferred unto to Invention Infraprojects Private Limited, Isolate Infraprojects Private Limited, Inspire Devcon Private Limited, Wonder Realcon Private Limited, Improve Realcon Private Limited, Intent Buildcon Private Limited, Incredible Devcon Private Limited and Welsome Construction Private Limited, the said Dag 1332 Property absolutely and forever.
- 6.7 It was subsequently detected that the said Salauddin Sheikh also left behind two daughters namely Mehendi Sheikh and Muskaan Sekh both minors at the time of his death. Accordingly, by an Agreement dated 13th September 2011 and registered with the District Sub Registrar IV South 24 Parganas, in Book I Volume No. 24 Pages 1037 to 1052 Being No.7208 for the year 2011 followed by Order dated 26.7.2012 passed by the Court of the District Judge, Alipore in Misc Case No.851 of 2011 thereby permitting the sale as envisaged in the said agreement and then followed by an Indenture of Conveyance dated 18th September 2012 and registered with the District Sub Registrar IV South 24 Parganas in Book I Volume No.25 Pages 543 to 564 Being No.7635 for the year 2012, the said Mehendi Sheikh and Muskan Sheikh for the consideration therein mentioned, inter alia, sold conveyed and transferred unto and to Intent Buildcon Private Limited a portion admeasuring 1.02 Satak out of the said Dag 1332 Property absolutely and forever.
- 6.8 The names of the Invention Infraprojects Private Limited, Isolate Infraprojects Private Limited, Inspire Devcon Private Limited, Wonder Realcon Private Limited, Improve Realcon Private Limited, Intent Buildcon Private Limited, Incredible Devcon Private Limited, and Welsome Construction Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955, under L.R. Khatian Nos. 1088, 1087, 1086, 1089, 1085, 1084, 1083 and 1082 respectively in respect of the said Dag 1332 Property.

7. Re : R.S. and L.R. Dag No. 1333 – Total Area in Dag - 0.14 acre, Subject Area – 0.14 acre or 14 Satak ("Dag 1333 Property"):

- 7.1 One Bhundul Sheikh and Mazahar Sheikh were the owners of the said Dag 1333 Property.
- 7.2 By an Indenture of Conveyance dated 21st July 1960 and registered with the Sub Registrar, Baruipur in Book I Volume No.87 Pages 91 to 92 Being No.7170 for the year 1960 the said Bhundul Sheikh, for the consideration therein mentioned, sold conveyed and transferred unto and to one Mohamed Anwar Ali Sheikh and Mohamed Kashem Ali Sheikh a portion admeasuring 7 Satak out of the Dag 1333 Property absolutely and forever.
- 7.3 The said Mazahar Sheikh, a Mahomedan, died intestate leaving him surviving his wife Sundari Bibi, two sons namely Md. Anwar Ali Sheikh (also known Anar Ali Sheikh)

and Md. Kasem Ali Sheikh and only daughter Salema Bibi Mondal as his only heirs heiress and legal representatives who all four upon his death inherited and became entitled his share out of the Dag 1333 Property absolutely and forever.

- 7.4 By an Indenture of Conveyance sated 1st December 1961 and registered with the Sub Registrar, Baruipur, in Book I Volume No.109 Pages 132 to 134 Being No.9359 for the year 1961 the said Anwar Ali Sheik, for the consideration therein mentioned, sold conveyed and transferred unto and to one Sahabuddin Baidya a portion admeasuring 5.5 Satak more or less out of the Dag 1333 Property absolutely and forever.
- 7.5 By an Indenture of Conveyance dated 13th November 1963 and registered with the Sub Registrar, Baruipur in Book I Volume No.134 Pages 260 to 262 Being No.11613 for the year 1963, the said Sahabuddin Baidya, for the consideration therein mentioned, sold conveyed and transferred unto to the said Sundari Bibi All That 5.5 Satak more or less out of the Dag 1333 Property absolutely and forever.
- 7.6 By an Indenture of Conveyance dated 6th October 1967 and registered with the Sub Registrar, Baruipur in Book I Volume No.128 Pages 275 to 277 Being No.10133 for the year 1967 the said Kashem Ali Sheikh, for the consideration therein mentioned, sold conveyed and transferred unto and to one Smt. Sati Mukhopadhyay, a portion admeasuring 6 Satak more or less out of the Dag 1333 Property absolutely and forever.
- 7.7 By an Indenture of Conveyance dated 9th November 1968 and registered with the Sub Registrar, Baruipur in Book I Volume No.111 Pages 283 to 285 Being No.10707 for the year 1968 the said Sm. Sati Mukhopadhyay, for the consideration therein mentioned, sold conveyed and transferred unto to the said Sadek Ali Sheikh a portion admeasuring 6 Satak more or less out of the Dag 1333 Property absolutely and forever.
- 7.8 By an Indenture of Conveyance dated 12th April 1971 and registered with the Sub Registrar, Sonarpur in Book I Volume No.13 Pages 218 to 220 Being No.1065 for the year 1971 the said Sundari Bibi and Salema Bibi, for the consideration therein mentioned, sold conveyed and transferred unto to the said Sadek Ali Sheikh, a portion admeasuring 8 Satak more or less out of the Dag 1333 Property absolutely and forever.
- 7.9 By a Deed of Gift dated 16th October 2007 and registered with the Additional District Sub Registrar, Sonarpur in Book I Volume No.29 Pages 2620 to 2631 Being No.10318 for the year 2009 the said Sadek Ali Sheikh conveyed and transferred by way of gift unto and to his son Kabul Ali Sheikh a portion admeasuring 6 Satak more less out of the Dag 1333 Property absolutely and forever.
- 7.10 The said Sadek Ali Sheikh, a Mahomedan, died intestate on 25th May 2008 leaving him surviving his two wives Belati Sheikh and Mamtaz Sheikh, three daughters from Belati Bibi, his first wife, namely Asma Bibi, Nazma Bibi, Minati Khatun Bibi and three sons and two daughters from Mamtaz Bibi, his second wife, namely Saluddin Sheikh, Kabul Sheikh, Habibur Sheikh, Surhiya Begum and Minu Mondal as his only heirs and legal representatives who all ten upon his death inherited and became entitled the said Dag 1333 Property absolutely.
- 7.11 The said Saluddin Sheikh, a Mahomedan, died on 30th July 2010 intestate leaving him surviving his mother, Mamtaz Sheikh, wife Rahima Bibi, two brothers namely Bablu Sheikh and Habibur Sheikh and two sisters Surhiya Begum and Minu Mondal as his

only heirs and legal representatives who all upon his death inherited and became entitled his share of and in the Dag 1333 Property absolutely and forever.

- 7.11 By an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar IV South 24 Parganas, in Book I CD Volume No.20 Pages 2471 to 2494 Being No.06047 for the year 2011 the said Belati Sheikh, Mamta Sheikh, Asma Bibi Mondal, Minati Khatun Bibi, Kabul Sheikh, Habibur Sheikh, Suraiya Begam, Minu Mondal, Nazma Bibi and Rahima Bibi, for the consideration therein mentioned, sold conveyed and transferred unto to the Invention Infraprojects Private Limited, Isolate Infraprojects Private Limited, Inspire Devcon Private Limited, Wonder Realcon Private Limited, Improve Realcon Private Limited, Intent Buildcon Private Limited, Incredible Devcon Private Limited and Welsome Construction Private Limited, the Dag 1333 Property absolutely and forever.
- 7.12 It was detected that the said Anwar Ali Sheikh only sold 5.5 Satak out of his total entitlement of 5.95 Satak in the Dag 1333 Property. The said Anwar Ali Sheikh had by such time died intestate, leaving him surviving his wife Hasina Bibi and two daughters Rashida Bibi and Shahida Bibi as his only heirs and legal representatives. Accordingly, by an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar-IV South 24 Parganas in Book I CD Volume No.22 Pages 614 to 624 Being No.06552 for the year 2011 the said Hasina Bibi, Rashida Bibi and Shahida Begam, for the consideration therein mentioned, sold conveyed and transferred unto and to the said Welsome Construction Private Limited All that land measuring 0.45 Satak more or less out of the Dag1333 Property absolutely and forever.
- 7.13 It was subsequently detected that the said Salauddin Sheikh also left behind two daughters namely Mehendi Sheikh and Muskaan Sekh both minors at the time of his death. Accordingly, by an Agreement dated 13th September 2011 and registered with the District Sub Registrar IV South 24 Parganas, in Book I Volume No. 24 Pages 1037 to 1052 Being No.7208 for the year 2011 followed by Order dated 26.7.2012 passed by the Court of the District Judge, Alipore in Misc Case No.851 of 2011 thereby permitting the sale as envisaged in the said agreement and then followed by an Indenture of Conveyance dated 18th September 2012 and registered with the District Sub Registrar IV South 24 Parganas in Book I Volume No.25 Pages 543 to 564 Being No.7635 for the year 2012, the said Mehendi Sheikh and Muskan Sheikh for the consideration therein mentioned, inter alia, sold conveyed and transferred unto and to Intent Buildcon Private Limited a portion admeasuring 0.75 Satak more or less out of the said Dag 1333 Property absolutely and forever.
- 7.14 The names of the said Invention Infraprojects Private Limited, Isolate Infraprojects Private Limited, Inspire Devcon Private Limited, Wonder Realcon Private Limited, Improve Realcon Private Limited, Intent Buildcon Private Limited, Incredible Devcon Private Limited, and Welsome Construction Private Limited, are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1088, 1087, 1086, 1089, 1085, 1084, 1083 and 1082 respectively in respect of the said Dag 1333 property absolutely and forever.

8. Re : R.S. and L.R. Dag No. 1351 – Total Area in Dag - 0.24 acre, Subject Area – 0.08 acre or 8 Satak (“Dag 1351 Property”):

- 8.1 One Mazahar Sheikh, a Mahomedan, died intestate leaving him surviving his wife Sundari Bibi, two sons namely Md. Anwar Ali Sheikh (also known as Anar Ali Sheikh)

and Md. Kasem Ali Sheikh and only daughter Salema Bibi as his only heirs and legal representatives who all three upon his death inherited and became entitled to the entire 24 Sataks comprised in Dag No. 1351, absolutely and forever.

- 8.3 By an Indenture of Conveyance dated 1st December 1961 and registered with the Sub Registrar, Baruipur in Book I Volume No.109 Pages 132 to 134 Being No.9359 for the year 1961 the said Md. Anwar Ali Sheikh, for the consideration therein mentioned, sold conveyed and transferred unto one Sahabuddin Baidya, a portion admeasuring 8.4 Satak out of the said Dag No. 1351 absolutely and forever.
- 8.4 By an Indenture of Conveyance dated 13th November 1963 and registered with the Sub Registrar, Baruipur in Book I Volume No.134 Pages 260 to 262 Being No.11613 for the year 1963 the said Sahabuddin Baidya, for the consideration therein mentioned, sold conveyed and transferred unto and to the said Sundari Bibi, the portion admeasuring 8.4 Satak out of the said Dag No. 1351 absolutely and forever.
- 8.5 The Land Acquisition Collector acquired 16 Satak land out of entire 24 Satak in the said Dag No. 1351 vide Notification No.1555- LA (PW) dated 06.02.1973 and Erratum No.22250-LA dated 6.11.1974 in respect of L.A. II/43(B) of 71-72 published in the Official Gazette on 14.6.1973 and 19.12.1974. Upon such acquisition, the said Sundari Bibi remaining the owner 3.8 Satak) and the said Mohamed Kashem became the owner of 2.8 Satak and the said Salema Bibi became the owner of 1.4 Satak, being the Dag 1351 Property.
- 8.6 By a Deed of Gift dated 10th November 1983 and registered with the Additional District Sub Registrar, Sonarpur in Book I Volume No.118 Pages 169 to 173 Being No.5628 for the year 1983 the said Sundari Bibi conveyed and transferred by way of gift unto and to his son Mohamed Kashem Ali Sheikh her portion admeasuring 4 Satak more or less out of Dag 1351 Property absolutely and forever.
- 8.7 By a Deed of Gift dated 20th August 2009 and registered with the Additional District Sub Registrar, Sonarpur, in Book I Volume No.26 Pages 1300 to 1312 Being No.09174 for the year 2009 the said Mohamed Kashem Ali Sheikh conveyed and transferred by way of gift unto and to his son the Nasirul Sheikh a portion admeasuring 2.48 Satak or 1 Cottha 8 Chittacks more or less out of Dag1351 Property absolutely and forever.
- 8.9 By an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar IV South 24 Parganas in Book I CD Volume No.20 Pages 2415 to 2430 Being No.06044 for the year 2011 the said Kashem Ali Sheikh, Salema Bibi and Nasirul Sheikh, for the consideration therein mentioned, sold conveyed and transferred unto and to the Evernew Properties Private Limited and Goodfaith Developers Private Limited, the said Dag 1351 Property absolutely and forever.
- 8.10 The names of the said Evernew Properties Private Limited and Goodfaith Developers Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1098 and 1099 respectively in respect of the said Dag 1351 Property.

9. Re : R.S. and L.R. Dag No. 1364 – Total Area in Dag - 0.06 acre, Subject Area – 0.06 acre or 6 Satak (“Dag 1364 Property”):

- 9.1 By an Indenture of Conveyance dated 10th February 1961 and registered with the Sub Registrar, Baruipur in Book I Volume No.23 Pages 106 to 110 Being No.806 for the

year 1961 one Surabala Dasi for the consideration therein mentioned sold conveyed and transferred unto and to one Surja Kumar Ghosh a portion admeasuring 3 Satak more or less out of the Dag No.1364 Property absolutely and forever.

- 9.2 By an Indenture of Conveyance dated 15th February 1963 and registered with the Sub Registrar, Baruipur in Book I Voluem No.25 Pages 194 to 196 Being No.1377 for the year 1963 the said Surja Kumar Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to one Jahar Lal Ghosh a portion admeasuring 3 Satak more or less out of the Dag 1364 Property absolutely and forever.
- 9.3 One Haridas Ghosh who was the owner of the remaining 3 Satak in the said Dag 1364 Property died intestate as a Hindu governed by Dayabahaga School of Hindu Law and leaving him surviving his wife Prasad Bala Dasi and only son the said Jahar Lal Ghosh as his only heirs and legal representatives. The said Prasad Bala Ghosh subsequently died intestate leaving her surviving her only son the said Jahar Lal Ghosh as her only heirs and legal representative.
- 9.4 The said Jahar Lal Ghosh having thus become the owner of the Dag 1364 Property, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 19th May 2005 leaving him surviving his wife Shantilata Ghosh and five sons namely Ashim Kumar Ghosh, Tapan Ghosh, Swapan Ghosh, Tarun Ghosh and Sajal Ghosh as his only heirs and legal representatives who all six upon his death inherited and became entitled to the Dag 1364 Property in equal one sixth share absolutely.
- 9.5 By an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar IV, South 24 Parganas in Book I Volume No. 22, Pages 594 to 613 Being No.6551 for the year 2011 the said Shantilata Ghosh, Ashim Kumar Ghosh, Tapan Ghosh, Swapan Ghosh, Tarun Ghosh and Sajal Ghosh, for the consideration therein mentioned, sold conveyed transferred unto and to the Effort Construction Private Limited, Elect Devcon Private Limited, Warp Infraprojects Private Limited, Enable Builders Private Limited, Weighty Devcon Private Limited, Elastic Devlopers Private Limited and Evershine Procon Private Limited, the Dag 1364 Property absolutely and forever.
- 9.6 The names of the Effort Construction Private Limited, Elect Devcon Private Limited, Warp Infraprojects Private Limited, Enable Builders Private Limited, Weighty Devcon Private Limited, Elastic Devlopers Private Limited and Evershine Procon Private Limited, are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1111, 1106, 1107, 1108, 1109, 1110 and 1112 respectively in respect of the said Dag 1364 Property.
- 10. Re : R.S. and L.R. Dag No. 1365 – Total Area in Dag - 0.22 acre, Subject Area – 0.22 acre or 22 Satak (“Dag 1365 Property”):**
- 10.1 By an Indenture of Conveyance dated 12th May 1967 and registered with Sub-Registrar, Baruipur, in Book No. I, Volume No. 74, pages 44 to 45, Being No. 4223 for the year 1967, one Bhundul Sheikh, for the consideration therein mentioned, sold conveyed and transferred unto and to one Bipin Behari Pal the Dag 1365 property absolutely and forever.
- 10.2 By an Indenture of Conveyance dated 7th August 1967 and registered with Sub-Registrar, Baruipur, in Book No. I, Volume No. 102, pages 264 to 266, Being No. 7968 for the year 1967 the said Bipin Behari Pal, for the consideration therein

mentioned, sold conveyed and transferred unto and to one Manjushree Dutta, the Dag 1365 Property absolutely and forever.

- 10.3 By an Indenture of Conveyance dated 18th February 1989 and registered with Additional District Sub-Registrar, Sonarpur in Book No. I, Volume No. 19, pages 89 to 96, Being No. 900 for the year 1989 the said Manjushree Dutta, for the consideration therein mentioned, sold conveyed and transferred unto and to one Liyakat Ali Mistri a portion admeasuring 11 Satak more less out of the Dag 1365 Property absolutely and forever.
- 10.4 By an Indenture of Conveyance dated 16th May 1992 and registered with Additional District Sub-Registrar, Sonarpur in Book No. I, Volume No. 50, pages 305 to 308, Being No. 3929 for the year 1992 the said Liyakat Ali Mistri, for the consideration therein mentioned, sold conveyed and transferred unto and to one Jaynal Sana a portion admeasuring 05 Satak more or less out of the Dag 1365 Property absolutely and forever.
- 10.5 By an Indenture of Conveyance dated 3rd August 2011 and registered with District Sub-Registrar-IV, South 24 Parganas, in Book No. I, Volume No. 20, pages 2390 to 2403, Being No. 6042 for the year 2011 the said Liyakat Ali Mistri and Jaynal Sana, for the consideration therein mentioned, sold conveyed and transferred unto and to Evernew Properties Private Limited and Goodfaith Developers Private Limited, their portions admeasuring 11 Satak more or less out of Dag 1365 property absolutely and forever.
- 10.6 The said Manjushree Dutta, Hindu governed by Dayabhaga School of Hindu Law, died intestate leaving her and surviving her only son Arindam Dutta and only daughter Anindita Naskar as her only heirs and legal representatives who both upon her death inherited and became entitled to her remaining portion admeasuring 11 Satak more or less out of the Dag No.1365 Property in equal share absolutely and forever.
- 10.7 By an Indenture of Conveyance dated 22nd December 2011 and registered with Additional Registrar of Assurances-I, Kolkata in Book No. I, Volume No. 25, pages 2409 to 2421, Being No. 11301 for the year 2011 the said Arindam Dutta and Anindita Naskar, for the consideration therein mentioned, sold conveyed and transferred unto and to the Ivory Complex Private Limited and Ivory Enclave Private Limited the portion admeasuring 11 Satak more or less out of the Dag 1365 property absolutely and forever.
- 10.8 The names of the Evernew Properties Private Limited, Goodfaith Developers Private Limited, Ivory Complex Private Limited, and Ivory Enclave Private Limited, are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1098, 1099, 1162 and 1161 respectively in respect of the Dag 1365 Property.

11. Re : R.S. and L.R. Dag No. 1366 – Total Area in Dag - 0.17 acre, Subject Area – 0.17 acre of 17 Sataks (“Dag 1366 Property”):

- 11.1 By a Deed of Gift dated 8th November 1954 and registered with the Sub Registrar, Baruipur in Book I Volume No. 73 Pages 288 to 290 Being No.6674 for the year 1954 one Bhundul Ali Sheikh conveyed and transferred by way of gift unto and to his wife Sabiran Bibi, the Dag 1366 Property absolutely and forever.

- 11.2 By an Indenture of Conveyance dated 26th July 1971 and registered with Sub-Registrar, Sonarpur, in Book No. I, Volume No. 30, Pages 246 to 248, Being No. 2365 for the year 1971 the said Sabiran Bibi, for the consideration therein mentioned, sold conveyed and transferred unto and to one Mansur Ali Sheikh, the Dag 1366 property absolutely and forever.
- 11.3 By an Indenture of Conveyance dated 17th November 2011 and registered with Additional Registrar of Assurances-I, Kolkata in Book No. I, Volume No. 22, pages 3529 to 3539, Being No. 10182 for the year 2011 the said Mansur Ali Sheikh, for the consideration therein mentioned, sold conveyed and transferred unto and to Incredible Procon Private Limited and Intent Construction Private Limited, the Dag 1366 property absolutely and forever.
- 11.4 The names of the Incredible Procon Private Limited, and Intent Construction Private Limited, are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos.1125 and 1126 respectively in respect of the said Dag 1366 Property.

12. Re : R.S. and L.R. Dag No. 1367 – Total Area in Dag - 0.12 acre, Subject Area – 0.12 acre or 12 Sataks (“Dag 1367 Property”):

- 12.1 One Rahman Ali Sheikh, a Mahomedan, died intestate leaving him surviving his six sons namely Mubarak Ali Sheikh, Golam Mohamed Sheikh (also Known as Golam Ali Sheikh), Amir Ali Sheikh, Sadek Ali Sheikh, Sarafat Ali Sheikh, Akbar Ali Sheikh) as his only heirs and legal representative who all six upon his death inherited and became entitled to the Dag 1367 Property absolutely and forever.
- 12.2 The said Golam Ali Sheikh, a Mahomedan, died intestate in or about the year 1948 leaving him surviving his only son namely Rashid Ali Sheikh as his only heir and legal representative who upon his death inherited and became entitled to his share out the Dag 1367 Property absolutely.
- 12.3 By a Deed of Gift dated 14th December 1970 and registered with the Sub Registrar, Sonarpur in Book I Volume No. 50 Pages 212 to 215 Being No.3673 for the year 1970 the said Mubarak Ali Sheikh conveyed and transferred by way of gift unto and to one Abdul Rashid Sheikh his entire share or interest of and in the Dag 1367 Property absolutely and forever.
- 12.4 The said Akbar Ali Sheikh, a Mahomedan, died intestate on 22nd September 1995 leaving him surviving his wife namely Jabeda Bibi and two sons namely Sirajuddin Sheikh and Asifuddin Sheikh and three daughters namely Mir Regina Bibi, Parvin Laskar and Nasrin Khatun as his only heirs and legal representatives who all six upon his death inherited and became entitled to his share out of the Dag 1367 Property absolutely and forever.
- 12.5 The said Amir Ali Sheikh, a Mahomedan, died intestate leaving him surviving his wife namely Zarina Bibi and five sons namely Rawson Sheikh, Aktar Sheikh, Sahajmal Sheikh, Sahajhan Sheikh, Jalil Sheikh and Jakir Sheikh) and three daughters namely Rijia Sardar, Kashmir Bibi and Amina Bibi as his only heirs and legal representatives who all upon his death inherited and became entitled to his share out of the Dag 1367 Property absolutely and forever.
- 12.6 The said Jakir Sheikh, Moham, a Mahomedan, died intestate leaving him surviving his wife namely Supiya Bibi, only son namely Sabir Sheikh and three daughters namely

Jahanara Khatun, Sahida Khatun and Rajina Khatun as his only heirs and legal representatives who all upon his death inherited and became entitled to his share out of the Dag 1367 Property absolutely and forever.

- 12.7 The said Saafat Ali Sheikh, a Mahomedan, died intestate leaving him surviving his wife namely Halima Bibi) and three sons namely Sahid Sheikh, Ramjan Ali Sheikh) and Hanif Sheikh and two daughters namely Fatehma Gazi and Sahana Sheikh as his only heirs and legal representatives who all upon his death inherited and became entitled to his share out of the Dag 1367 Property absolutely and forever.
- 12.8 The said Halima Bibi, a Mahomedan, died intestate leaving her surviving her three sons namely Sahid Sheikh, Ramjan Ali Sheikh and Hanif Sheikh and two daughters namely Fatehma Gazi and Sahana Sheikh as her only heirs and legal representatives who all five upon his death inherited and became entitled his share out of the Dag 1367 Property absolutely.
- 12.8 By an Indenture of Conveyance dated 18th December 2006 and registered with Additional District Sub-Registrar, Sonarpur in Book No. I, Volume No. 23, Pages 610 to 632, Being No. 8750 for the year 2010 the said Sadek Ali Sheikh, Rawson Ali Sheikh, Aktar Ali Sheikh, Sahajamal Sheikh, Sahajahan Ali Sheikh, Jaili Sheikh, Zarina Bibi, Supiya Bibi, Sabir Sheikh, Jahanara Khatun, Sahida Khatun, Regina Khatun, Rajia Bibi, Kashmira Bibi, Amina Bibi, for the consideration therein mentioned, sold conveyed and transferred unto and to one Sakina Bibi a portion admeasuring 4 Satak out of the Dag 1367 property absolutely and forever.
- 12.9 The said Ramzan Ali Sheikh, a Mahomedan, died intestate leaving him surviving his wife namely Sahara Sheikh, only son namely Zeshan Sheikh and only daughter Iptisham Khatoon as his only heirs and legal representatives who all upon his death inherited and became entitled to his share out of the Dag 1367 Property absolutley and forever.
- 12.10 By an Indenture of Conveyance dated 13th July 2011 and registered with Additional District Sub-Registrar, Sonarpur in Book No. I, Volume No.19, Pages 4388 to 4402, Being No. 8180 for the year 2011 the said Hanif Sheikh, Sahid Sheikh, Fathema Bibi, Sahana Begum, Sahara Sheikh, Zeeshan Sheikh, Iptisham Khatoon, for the consideration therein mentioned, sold conveyed and transferred unto and to one Rashid Ali Sheikh, a portion admeasuring 2 Satak out of the Dag 1367 Property absolutely and forever.
- 12.11 By an Indenture of Conveyance dated 3rd August 2011 and registered with District Sub-Registrar-IV, South 24 Parganas in Book No. I, Volume No. 20, pages 2431 to 2449, Being No. 6045 for the year 2011 the said Rashid Ali Sheikh, Sakina Sheikh, Jabeda Sheikh, Sirajuddin Sheikh, Asifuddin Sheikh, Mir Rezina, Parvin Laskar, Nasreen Khatun, for the consideration therein mentioned, sold conveyed and transferred unto and to Endorse Builders Private Limited, Welsome Realestate Private Limited, Induct Realestate Private Limited, Arth Devcon Private Limited, Induct Infraproject Private Limited, Safforn Projects Private Limited, Salona Realestates Private Limited and Everlink Builders Private Limited, the Dag 1367 property absolutely and forever.
- 12.12 The names of the Endrose Builders Private Limited, Welsome Realestate Private Limited, Induct Realestate Private Limited, Safforn Projects Private Limited, Salona Realestates Private Limited, Everlink Builders Private Limited, Arth Devcon Private Limited and Induct Infraproject Private Limited are recorded as Raiyats in the Records

of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1097, 1096, 1095, 1094, 1093, 1092, 1091 and 1090 respectively in respect of the said Dag 1367 Property.

13. Re : R.S. and L.R. Dag No. 1368 – Total Area in Dag - 0.06 acre, Subject Area – 0.06 acre or 6 Sataks (“Dag 1368 Property”):

- 13.1 One Mazahar Sheikh, a Mahomedan, died intestate leaving him surviving his wife Sundari Bibi, two sons namely Mohammad Anwar Ali Sheikh and Md. Kasem Ali Sheikh and only daughter Salema Bibi as his only heirs and legal representative who all upon his death inherited and became entitled to the Dag 1368 Property absolutely and forever.
- 13.2 By an Indenture of Conveyance dated 1st December 1961 and registered with the Sub Registrar, Baruipur in Book I Volume No.109 Pages 132 to 134 Being No.9359 for the year 1961 the said Mohammed Anwar Ali Sheikh, for the consideration therein mentioned, sold conveyed and transferred unto and to one Sahabuddin Baidya the portion admeasuring 2.1 Satak more or less out of the Dag 1368 Property absolutely and forever.
- 13.3 By an Indenture of Conveyance dated 13th November 1963 and registered with the Sub Registrar, Sonarpur in Book I Volume No.134 Pages 260 to 267 Being No.11613 for the year 1963 the said Sahabuddin Baidya, for the consideration therein mentioned, sold conveyed and transferred unto and to Sundari Bibi the portion admeasuring 2.1 Satak more or less out of the Dag 1368 Property absolutely and forever.
- 13.4 By a Deed of Gift dated 10th November 1983 and registered with the Sub Registrar, Sonarpur in Book I Volume No. 118 Pages 169 to 173 Being No.5628 for the year 1983 the said Sundari Bibi conveyed and transferred by way of gift unto and to her son the Kashem Ali Sheikh a portion admeasuring 3 Satak more or less out of the Dag 1368 Property absolutely and forever.
- 13.5 By an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar IV, South 24 Parganas, in Book I Volume No.20 Pages 2495 to 2508 Being No.06048 for the year 2011 the said Kashem Ali Sheikh and Salema Bibi Mondal, for the consideration therein mentioned, sold conveyed and transferred unto and to Effort Construction Private Limited, Elect Devcon Private Limited, Warp Infraprojects Private Limited, Enable Builders Private Limited, Weighty Devcon Private Limited, Elastic Developers Private Limited, Evershine Procon Private Limited, the Dag 1368 Property absolutely and forever.
- 13.6 The names of Effort Construction Private Limited, Elect Devcon Private Limited, Warp Infraprojects Private Limited, Enable Builders Private Limited, Weighty Devcon Private Limited, Elastic Developers Private Limited, and Evershine Procon Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1111, 1106, 1107, 1108, 1109, 1110 and 1112 respectively in respect of the said Dag 1368 Property.

14. Re : R.S. and L.R. Dag No. 1369 – Total Area in Dag - 0.35 acre, Subject Area – 0.35 acre or 35 Sataks (“Dag 1369 Property”):

- 14.1 One Nihar Bala Ghosh, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 12th March 1982 leaving her surviving her husband namely Sudhir

Kumar Ghosh, two sons namely Pradyut Ghosh, and Bikash Ghosh and two daughters namely Sulekha Ghosh and Rekha Ghosh as her only heirs and legal representatives who all upon her death inherited and became entitled to the Dag 1369 Property in equal shares absolutely and forever.

- 14.2 The said Sudhir Kumar Ghosh, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 17th August 1985 leaving him surviving his two said sons namely Pradyut Ghosh and Bikash Ghosh and two daughters namely Sulekha Ghosh and Rekha Ghosh as his only heirs and legal representatives who all four upon his death inherited and became entitled to his share of and in the Dag 1369 Property in equal shares absolutely and forever.
- 14.3 The said Pradyut Kumar Ghosh, Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his wife Tara Ghosh and two sons namely Avijit Ghosh and Surojit Ghosh as his only heirs, heriesses and legal representatives who all three upon his death inherited and became entitled to his share of and in the Dag 1369 Property in equal shares absolutely and forever.
- 14.5 By an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar IV, South 24 Parganas, in Book I Volume No.20 Pages 2362 to 2374 Being No.06040 for the year 2011 the said Tara Ghosh, Avijit Ghosh and Surojit Ghosh for the consideration therein mentioned sold conveyed and transferred unto and to Weighty Builders Private Limited, Welcome Devcon Prviate Limited, Isolate Buildcon Private Limited and Wakeful Infra Project Private Limited, a portion admeasuring 8.75 Satak more or less out of the Dag 1369 Property absolutely and forever.
- 14.6 By an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar IV, South 24 Parganas, in Book I Volume No.20 Pages 2335 to 2348 Being No.06038 for the year 2011 the said Bikash Ghosh, Sulekha Ghosh and Rekha Ghosh for the consideration therein mentioned sold conveyed and transferred unto and to Invention Infraprojects Private Limited, Isolate Infraprojects Private Limited, Inspire Devcon Private Limited, Wonder Realcon Private Limited, Improve Realcon Private Limited, Intent Buildcon Private Limited, Incredible Devcon Private Limited and Welsome Construction Private Limited a portion admeasuring 26.25 Satak more or less out of Dag 1369 Property absolutely and forever.
- 14.7 By an Indenture of Conveyance dated 13th August 2012 and registered with the District Sub Registrar IV South 24 Parganas, in Book I Volume No.20 Pages 6191 to 6204 Being No.06552 for the year 2012 one Ratna Ghosh and Chaitali Ghosh, claiming to have inherited from Bikash Ghosh upon his death and for the consideration therein mentioned sold conveyed and transferred unto and to the Invention Infraprojects Private Limited, Isolate Infraprojects Private Limited, Inspire Devcon Private Limited, Wonder Realcon Private Limited, Improve Realcon Private Limited, Intent Buildcon Private Limited, Incredible Devcon Private Limited and Welsome Construction Private Limited their portion admeasuring 17.5 Satak more or less out of Dag 1369 Property absolutely and forever.
- 14.7 The names of the Weighty Builders Private Limited Welcom Devcon Private Limited Isolate Buildcon Private Limited, Wakeful Infra Projects Private Limited, Invention Infraprojects Private Limited, Isolate Infraprojects Private Limited, Wonder Realcon Private Limited Inspire Devcon Private Limited, Improve Realcon Private Limited, Intent Buildcon Private Limited, Incredible Devcon Private Limited and Welsome

Construction Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955, under L.R. Khatian Nos. 1103, 1102, 1101, 1100, 1088, 1087, 1089, 1086, 1085, 1084, 1083 and 1082 respectively in respect of the Dag 1369 Property.

15. Re : R.S. and L.R. Dag No. 1370 – Total Area in Dag - 0.36 acre, Subject Area – 0.36 acre or 36 Sataks ("Dag 1370 Property"):

- 15.1 By an Indenture of Conveyance dated 10th February 1961 and registered with the Sub Registrar, Baruipur in Book I Volume No.23 Pages 106 to 110 Being No.806 for the year 1961, one Surbala Dasi for the consideration therein mentioned sold conveyed and transferred unto and to one Surja Kumar Ghosh a portion admeasuring 18 Satak more or less out of the Dag 1370 Property absolutely and forever.
- 15.2 By an Indenture of Conveyance dated 15th February 1963 and registered with the Sub Registrar, Baruipur in Book I Volume No.25 Pages 194 to 196 Being No.1377 for the year 1963 the said Surja Kumar Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to one Jahar Lal Ghosh, the portion admeasuring 18 Satak more or less out of the Dag 1370 property absolutely and forever.
- 15.3 One Haridas Ghosh, a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his wife Prasadbala Dasi and only son the said Jahar Lal Ghosh as his only heirs and legal representatives who both upon his death inherited and became entitled the remaining portion admeasuring 18 Satak more or less out of the Dag 1370 Property in equal shares absolutely and forever.
- 15.4 The said Prasadbala Dasi, a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving her surviving her son the said Jahar Lal Ghosh as her only heir and legal representative who upon her death inherited and became entitled to her share out of the Dag 1370 Property absolutely and forever.
- 15.5 The said Jahar Lal Ghosh, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 19th May 2005 leaving him surviving his wife Shantilata Ghosh and five sons namely Ashim Kumar Ghosh Tapan Ghosh, Swapan Ghosh, Tarun Ghosh and Sajal Ghosh as his only heirs and legal representatives who all upon his death inherited and became entitled to the Dag 1370 Property in equal shares absolutely and forever.
- 15.6 By an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar IV, South 24 Parganas in Book I Volume No. 22, Pages 594 to 613 Being No.6551 for the year 2011 the said Shantilata Ghosh, Ashim Kumar Ghosh, Tapan Ghosh, Swapan Ghosh, Tarun Ghosh and Sajal Ghosh, for the consideration therein mentioned, sold conveyed transferred unto and to Effort Construction Private Limited, Elect Devcon Private Limited, Warp Infraprojects Private Limited, Enable Builders Private Limited, Weighty Devcon Private Limited, Elastic Developers Private Limited and Evershine Procon Private Limited, the Dag 1370 Property absolutely and forever.
- 15.7 The names of the Effort Construction Private Limited, Elect Devcon Private Limited, Warp Infraprojects Private Limited,, Enable Builders Private Limited, Weighty Devcon Private Limited, Elastic Developers Private Limited, and Evershine Procon Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955, under L.R. Khatian Nos. 1111, 1106, 1107, 1108, 1109, 1110 and 1112 in respect of the Dag 1370 Property.

16. Re : R.S. and L.R. Dag No. 1371 – Total Area in Dag - 0.34 acre, Subject Area – 0.34 acre or 34 Sataks (“Dag 1371 Property”):

- 16.1 By an Indenture of Conveyance dated 10th February 1961 and registered with the Sub Registrar, Baruipur in Book I Volume No.23 Pages 106 to 110 Being No.806 for the year 1961 one Surabala Dasi for the consideration therein mentioned sold conveyed and transferred unto and to one Surja Kumar Ghosh a portion admeasuring 17 Satak more or less out of Dag No.1371 Property absolutely and forever.
- 16.2 By an Indenture of Conveyance dated 15th February 1963 and registered with the Sub Registrar, Baruipur in Book I Volume No.25 Pages 194 to 196 Being No.1377 for the year 1963 the said Surja Kumar Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to Jahar Lal Ghosh a portion admeasuring 17 Satak more or less out of Dag 1371 property absolutely and forever.
- 16.3 One Haridas Ghosh, a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his wife Prasadbala Dasi and only son the said Jahar Lal Ghosh as his only heirs and legal representatives who both upon his death inherited and became entitled to the remaining portion admeasuring 17 Satak more or less out of Dag 1371 property in equal shares absolutely and forever.
- 16.4 The said Prasadbala Dasi, a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving her surviving her son the said Jahar Lal Ghosh as her only heir and legal representative who upon her death inherited and became entitled to her share of the Dag 1371 Property absolutely and forever.
- 16.5 The said Jahar Lal Ghosh, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 19th May 2005 leaving him surviving his wife Shantilata Ghosh and five sons namely Ashim Kumar Ghosh, Tapan Ghosh, Swapan Ghosh, Tarun Ghosh and Sajal Ghosh as his only heirs and legal representatives who all upon his death inherited and became entitled to the Dag 1371 Property in equal shares absolutely and forever.
- 16.6 By an Indenture of Conveyance dated 3rd August 2011 and registered with the District Sub Registrar IV, South 24 Parganas in Book I Volume No. 22, Pages 594 to 613 Being No.6551 for the year 2011 the said Shantilata Ghosh, Ashim Kumar Ghosh, Tapan Ghosh, Swapan Ghosh, Tarun Ghosh and Sajal Ghosh, for the consideration therein mentioned, sold conveyed transferred unto and to Effort Construction Private Limited, Elect Devcon Private Limited, Warp Infraprojects Private Limited, Enable Builders Private Limited, Weighty Devcon Private Limited, Elastic Developers Private Limited and Evershine Procon Private Limited the Dag 1371 Property absolutely and forever.
- 16.9 The names of Effort Construction Private Limited, Elect Devcon Private Limited, Warp Infraprojects Private Limited, Enable Builders Private Limited, Weighty Devcon Private Limited, Elastic Developers Private Limited and Evershine Procon Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1111, 1106, 1107, 1108, 1109, 1110 and 1112 respectively in respect of the said Dag 1371 Property.

17. Re : R.S. and L.R. Dag No. 1372 – Total Area in Dag - 0.34 acre, Subject Area – 0.34 acre or 34 Sataks (“Dag 1372 Property”):

- 17.1 One Mahendra Nath Ghosh and Bhunath Ghosh were the owners of the Dag 1372 Property.
- 17.2 The said Mahendra Ghosh died, a Hindu, governed by Dayabhaga School of Hindu Law died intestate leaving him surviving his three son namely Kangal Chandra Ghosh, Dulal Ghosh and Sanatan Ghosh as his only heirs and legal representatives who all upon his death inherited and became entitled to his share out of the Dag 1372 Property in equal shares absolutely and forever.
- 17.3 The said Bhutnath Ghosh died, a Hindu, governed by Dayabhaga School of Hindu Law died intestate leaving him surviving his only son Gopal Chanda Ghosh as his only heir and legal representative who upon his death inherited and became entitled to his entire share out of the Dag 1372 Property absolutely and forever.
- 17.4 By an Indenture of Conveyance dated 21st April 1952 and registered with the Sub Registrar, Baruipur in Book I Volume No.29 Pages 231 to 233 Being No.2550 for the year 1952 the said Kangal Chandra Ghosh, Dulal Chandra Ghosh, Sanatan Ghosh and Gopal Chandra Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to one Kated Ali Dhali and Maniruddin Dhali, the Dag 1372 Property absolutely and forever.
- 17.5 By a Deed of Partition dated 5th August 1967 made between Mohamed Kated Ali Dhali as First Party of the First Part and Maniruddin Dhali as Second Party of the Second Part and Brihaspati Bibi as Third Party of the Third Part and registered with the Sub Registrar, Baruipur in Book I Volume No.101 Pages 258 to 279 Being No.7935 for the year 1967 several joint parties were partitioned by metes and bounds and the said Maniruddin Dhali was, inter alia, exclusively allotted the Dag 1372 Property exclusively and absolutely and forever.
- 17.6 The said Manruddin Dhali, a Mahomedan, died intestate on leaving him surviving his wife Khatuna Bibi, and only brother Kated Ali Dhali, and three daughters namely Mumtaz Bibi, Aharjanu Bibi (also known as Ahabanu Bibi), Nurjahan Bibi Sardar as his only heirs and legal representatives who all upon his death inherited and became entitled to the said Dag 1372 Property absolutely and forever.
- 17.7 The said Kated Ali Dhali, a Mahomedan, died intestate leaving him surviving his two sons namely Ali Mohamed Dhali and Jalal Ahmed Dhali as his only heirs and legal representatives who both upon his death inherited and became entitled his share out of the Dag 1372 Property in equal shares absolutely and forever.
- 17.8 By Deed of Gift dated 2nd April 2008 and registered with the Additional District Sub Registrar, Sonarpur South 24 Parganas in Book I Volume No.6 Pages 4021 to 4052 Being No.2832 for the year 2008 the said Khatuna Bibi conveyed and transferred by way of gift to Mamtaz Bibi, Aharbanu Bibi and Nurjahan Bibi a portion admeasuring 6 Satak more or less out of Dag Property 1372 absolutely and forever.
- 17.9 By an Indenture of Conveyance dated 1st December 2011 and registered with the Additional Registrar of Assurances –I, Kolkata in Book I Volume No. 22 Pages 8598 to 8628 Being No.10424 for the year 2011 the said Mumtaz Bibi (also known as Mamotaj Khatun), Aharbanu Bibi (also known as Aharbanu Hazra), Noorjahan Sardar (also known as Noorjahan Bibi) and Jalal Ahmed Dhali, for the consideration therein mentioned, sold conveyed and transferred unto and to Isolate Procon Private Limited, Index Buidcon Private Limited, Induct Developers Private Limited and Insist Realcon

Private Limited a portion admeasuring 30.5 Satak out of the said Dag 1372 Property absolutely and forever.

- 17.10 By an Indenture of Conveyance dated 25th January 2012 and registered with the Additional Registrar of Assurances –I, Kolkata in Book I Volume No.2 Pages 5680 to 5691 Being No.00717 for the year 2012 the said Ali Mohamed Dhali, for the consideration therein mentioned, sold conveyed and transferred unto and to Isolate Procon Private Limited, Index Buildcon Private Limited, Induct Developers Private Limited and Insist Realcon Private Limited a portion admeasuring 2.5 cottah (or 4.14 Satak) more or less out of the Dag 1372 Property absolutely and forever.
- 17.11 The names of the Isolate Procon Private Limited, Index Buildcon Private Limited, Induct Developers Private Limited and Insist Realcon Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1129, 1166, 1128, 1163, 1127, 1165, 1130 and 1164 respectively in respect of the said Dag 1372 Property.

18. Re : R.S. and L.R. Dag No. 1385 – Total Area in Dag - 2.49 acre, Subject Area – 1.205 acre or 120.5 Sataks ("Dag 1385 Property"):

- 18.1 By an Indenture of Conveyance dated 19th June 1996 and Additional District Sub Registrar, Sonarpur in Book I Volume No.64 Pages 112 to 119 Being No.4191 for the year 1996 one Jahar Lal Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to one Junaid Khan a portion admeasuring 22 Satak (or 13 Cottah 5 Chittacks 15 Square feet) more or less out of the Dag 1385 Property absolutely and forever.
- 18.2 By an Indenture of Conveyance dated 19th July 1996 and Additional District Sub Registrar, Sonarpur in Book I Volume No.74 Pages 10 to 16 Being No.4830 for the year 1996 the said Jahar Lal Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to the said Junaid Khan a portion admeasuring 22 Satak (or 13 Cottah 5 Chittacks 15 Square feet) more or less out of the said Dag 1385 Property absolutely and forever.
- 18.3 By an Indenture of Conveyance dated 19th June 1998 and registered with the Additional Registrar of Assurances-I, Kolkata in Book I Volume No. 18 Pages 161 to 172 Being No.2335 for the year 1998 as rectified by Deed of Rectification dated 18th September 1998 and registered with the said Office and in Book I Volume No.13 Pages 253 to 256 Being No.2451 for the year 1998, the said Junaid Khan, for the consideration therein mentioned, sold conveyed and transfer unto and to one JTC Leather Private Limited the portion admeasuring 44 Satak out of the Dag 1835 Property absolutely and forever.
- 18.4 By an Indenture of Conveyance dated 1st November 2011 and registered with the District Sub Registrar IV South 24 Parganas, in Book I Volume No.26 Pages 3967 to 3982 Being No.7968 for the year 2011, the said JTC Leather Private Limited for the consideration therein mentioned sold conveyed and transferred unto and to Identical Builders Private Limited, Eminent Devcon Private Limited, Immortal Builders Private Limited, Wise Developers Private Limited, Elfin Buildcon Private Limited, Impiety Devcon Private Limited, Invention Developers Private Limited, Wily Developers Private Limited and Immence Developers Private Limited the portion admeasuring 44 Satak more or less out of the Dag 1385 Property absolutely and forever.

- 18.5 Prasadbala Dasi, a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving her surviving her son the said Jahar Lal Ghosh as her only heirs and legal representatives who upon her death inherited and became entitled to her portion admeasuring 31 Satak out of the Dag 1385 Property absolutely.
- 18.6 The said Jahar Lal Ghosh owned a total of 93 Satak in the said Dag No. 1385 out of which he sold 44 Sataks as dealt with above and remained the owner of 49 Sataks. Upon inheritance from Prasadbala Dasi the said Jahar Lal Ghosh became the owner of 80 Sataks out of the said Dag No. 1385.
- 18.6 The said Jahar Lal Ghosh, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 19th May 2005 leaving him surviving his wife Shantilata Ghosh and sixth sons namely Ashim Kumar Ghosh, Tapan Ghosh, Swapan Ghosh, Tarun Ghosh and Sajal Ghosh as his only heirs and legal representatives who all five upon his death inherited and became entitled to his 90 Sataks more or less out of the said Dag No. 1385 in equal shares absolutely and forever.
- 18.7 By two Indentures of Conveyance one dated 21 September 2011 and registered in Book I Volume No. 25 Pages 5038 to 5055 Being No.7781 for the year 2011 and the other dated 23rd September 2011 and registered in Book I Volume No.24 Pages 5159 to 5178 Being No.7457 for the year 2011 and both registered with the District Sub Registrar IV, South 24 Parganas, the said Santilata Ghosh, Ashim Kumar Ghosh, Swapan Ghosh, Tarun Ghosh, Sajal Ghosh and Tapan Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to Endorse Realcon Private Limited, Effort Devcon Private Limited, Intent Devcon Private Limited, Woodland Realestate Private Limited, Earthy Dealcom Private Limited, Embark Procon Private Limited, Index Construction Private Limited, Imperial Procon Private Limited and Welsome Developers Private Limited a portion measuring 76.5 Sataks out of the Dag 1385 Property absolutely and forever.
- 18.8 The names of the Identical Builders Private Limited, Eminent Devcon Private Limited, Immortal Builders Private Limited, Wise Developers Private Limited, Elfin Buildcon Private Limited, Impiety Devcon Private Limited, Invention Developers Private Limited, Wily Developers Private Limited, Immence Developers Private Limited, Endorse Realcon Private Limited, Effort Devcon Private Limited, Intent Devcon Private Limited, Woodland Realestate Private Limited, Earthy Dealcom Private Limited, Embark Procon Private Limited, Index Construction Private Limited, Imperial Procon Private Limited and Welsome Developers Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955, under L.R. Khatian Nos. 1116/1, 1117/1, 1118/1, 1119/1, 1120/1, 1121/1, 1122/1, 1123, 1124, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1122 and 1121 respectively in respect of the said Dag 1385 Property (with a recorded area of 122 Sataks) absolutely and forever.

19. Re : R.S. and L.R. Dag No. 1386 – Total Area in Dag – 0.14 acre, Subject Area – 0.11 acre or 11 Sataks (“Dag 1386 Property”):

- 19.1 By an Indenture of Conveyance dated 13th October 1958 and registered with the Sub Registrar, Baruipur in Book I Volume No.83 Pages 199 to 207 Being No.8032 for the year 1958 one Shantilata Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to one Khotajan Bibi a portion measuring 3 Satak out of the said Dag No.1386 absolutely and forever.

- 19.2 After the sale as aforesaid, one Prasadbala Dasi, Jahar Lal Ghosh and the said Shantilata Ghosh jointly owned the Dag 1386 Property.
- 19.3 The said Prasadbala Ghosh, a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving her surviving her son the said Jahar Lal Ghosh as her only heir and legal representative who upon her death inherited and became entitled to her share out of the said Dag No. 1386 absolutely and forever.
- 19.4 The said Jahar Lal Ghosh, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 19th May 2005 leaving him surviving his wife Shantilata Ghosh and five sons namely Ashim Kumar Ghosh, Tapan Ghosh, Swapan Ghosh, Tarun Ghosh and Sajal Ghosh as his only heirs and legal representatives who all upon his death inherited and became entitled to his share out of the said Dag No. 1386 Property absolutely and forever.
- 19.5 By an Indenture of Conveyance dated 23rd September 2011 and registered with the District Sub Registrar IV, South 24 Parganas, in Book I Volume No.24 Pages 5179 to 5197 Being No.07458 for the year 2011 the said Santilata Ghosh, Ashim Kumar Ghosh, Swapan Ghosh, Tarun Ghosh, Sajal Ghosh and Tapan Kumar Ghosh for the consideration therein mentioned sold conveyed and transferred unto and to Endorse Realcon Private Limited, Effort Devcon Private Limited, Intent Devcon Private Limited, Woodland Realestate Private Limited, Earthy Dealcom Private Limited, Embark Procon Private Limited, Index Construction Private Limited, Imperial Procon Private Limited and Welsome Developers Private Limited, the Dag 1386 Property absolutely and forever.
- 19.6 The names of the Endorse Realcon Private Limited, Effort Devcon Private Limited, Intent Devcon Private Limited, Woodland Realestate Private Limited, Earthy Dealcom Private Limited, Embark Procon Private Limited, Index Construction Private Limited, Imperial Procon Private Limited and Welsome Developers Private Limited are recorded as Rajyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1222 and 1121 respectively in respect of the Dag 1386 Property.

20. Re : R.S. and L.R. Dag No. 1385/1712 – Total Area in Dag – 0.21 acre, Subject Area – 0.21acre or 21 Sataks ("Dag 1385/1712 Property"):

- 20.1 By an Indenture of Conveyance dated 12th August 1996 and registered with the Additional District Sub Registrar, Sonarpur in Book I Volume No.55 Pages 84 to 90 Being No.5534 for the year 1996 one Jahar Lal Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to one Shahzaad Khan the Dag 1385/1712 Property absolutely and forever.
- 20.2 By an Indenture of Conveyance dated 24th October 2011 and registered with the District Sub Registrar -IV South 24 Parganas, in Book I Volume No. 26 Pages 2515 to 2528 Being No.7893 for the year 2011 the said Shahzaad Khan, for the consideration therein mentioned, sold conveyed and transferred unto and to Identical Builder Private Limited, Immortal Builders Private Limited, Eminent Devcon Private Limited, Wise Developers Private Limited, Elfin Buildcon Private Limited, Impiety Devcon Private Limited, Invention Developers Private Limited, Wily Developers Private Limited and Immence Developers Private Limited the Dag 1385/1712 Property absolutely and forever.

20.3 The names of the Identical Builder Private Limited, Immortal Builders Private Limited, Eminent Devcon Private Limited, Wise Developers Private Limited, Elfin Buildcon Private Limited, Impiety Devcon Private Limited, Invention Developers Private Limited, Wily Developers Private Limited and Immence Developers Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955, under L.R. Khatian Nos. 1116/1, 1118/1, 1117/1, 1119/1, 1120/1, 1121/1, 1122/1, 1123 and 1124 respectively in respect of the Dag 1385/1712 Property.

21. Re : R.S. and L.R. Dag No. 1435/1718 – Total Area in Dag – 0.17 acre, Subject Area – 0.17 acre or 17 Sataks ("Dag 1435/1718 Property"):

21.1 One Md. Abdul Aahad Mistri was seized and possessed of and or otherwise well and sufficiently entitled to Dag 1435/1718 Property.

21.2 By an Indenture of Exchange dated 26th March 1991 and registered with the Additional District Sub Registrar, Sonarpur in Book I Volume No.19 Pages 113 to 117 Being No.1956 for the year 1991 made between the said Jahar Lal Ghosh as First Party of the First Part and the said Md. Abdul Aahad Mistry (also known as Md. Abdul Ohaheed) as Second Party of the Second Part the said Jahar Lal Ghosh was in exchange of his property, conveyed the Dag 1435/1718 Property absolutely and forever.

21.3 By an Indenture of Conveyance dated 1st August 2003 and registered with the Additional District Sub Registrar, Sonarpur in Book I Volume No.29 Pages 4774 to 4799 Being No.10441 for the year 2009 the said Jahar Lal Ghosh, for the consideration therein mentioned, sold conveyed and transferred unto and to one Jaweed Khan the Dag 1435/1718 absolutely and forever.

21.4 By an Indenture of Conveyance dated 24th October 2011 and registered with the District Sub Registrar IV, South 24 Parganas, in Book I Volume No. 26 Pages 2499 to 2514 Being No.7892 for the year 2011 the said Jaweed Khan, for the consideration therein mentioned, sold conveyed and transferred unto and to Identical Builders Private Limited, Eminent Devcon Private Limited, Immortal Builders Private Limited, Wise Developers Private Limited, Elfin Buildcon Private Limited, Impiety Devcon Private Limited, Invention Developers Private Limited, Wily Developers Private Limited and Immence Developers Private Limited the Dag 1435/1718 Property absolutely and forever.

21.5 The names of the Identical Builder Private Limited, Immortal Builders Private Limited, Eminent Devcon Private Limited, Wise Developers Private Limited, Elfin Buildcon Private Limited, Impiety Devcon Private Limited, Invention Developers Private Limited, Wily Developers Private Limited and Immence Developers Private Limited are recorded as Raiyats in the Records of Rights published under the said Act of 1955 under L.R. Khatian Nos. 1116/1, 1117/1, 1118/1, 1119/1, 1120/1, 1121/1, 1122/1, 1123 and 1124 respectively in respect of the Dag 1435/1718 Property.

22. By the Development Agreement the Owners, inter alia, did thereby grant to the Promoter the exclusive right to develop the said Land by constructing the Buildings at the Whole Complex or any part thereof for mutual benefits and for the consideration and on the terms and conditions therein contained. Under and in terms, of the

Development Agreement, it was, inter alia, agreed between the Owners and the Promoter as follows:-

- i. The said Land shall be developed in one or multiple phases at the discretion of the Promoter.
 - ii. The consideration receivable from sale of the Units (including the Designated Apartment) and other transferable areas shall belong to the Owners and the Promoter in the ratio as agreed under the Development Agreement and the entire Other Charges and Deposits shall exclusively belong to the Promoter;
 - iii. All consideration and Other Charges and Deposits and other amounts shall be payable by the intending buyers to the Promoter, whose acknowledgement and receipt of the same shall bind the Promoter as well as the Owners and the Promoter shall separately pay to the Owners the share of the Owners in the same.
 - iv. The Owners would join in as party to the agreements for sale that may be entered into by the Promoter for sale of any Unit or other saleable area and also upon construction and completion of the Buildings at the Project to complete the sale and transfer of the said share in the land and all and whatever their share, right, title and interest in the such Units including Designated Apartment.
23. The plans for construction of the Buildings at the Project has been sanctioned by the Sonapur Panchayat Samity South 24 Parganas vide Memo No. 928/SNS dated 21st December, 2017

SCHEDULE-A-2

DISCLOSURES, ACKNOWLEDGMENTS & NECESSARY TERMS:

1. **DEFINITIONS:** Unless, in this agreement, there be something contrary or repugnant to the subject or context:
 - a. **"this agreement"** shall mean the Agreement and Schedules all read together.
 - b. **"Co-owners"** shall insofar as the Project is concerned mean (a) all the allottees of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Owners/Promoter, shall mean the respective Owners and/or Promoter and insofar as the Whole Complex is concerned mean (a) all the allottees of Units in the Whole Complex excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Owners/Promoter, shall mean the respective Owners and/or Promoter;
 - c. **"sanctioned plan"** shall mean the plan sanctioned by the Sonarpur Panchayat Samity South 24 Parganas vide Building Plan No. Memo No. 928/SNS dated 21st December, 2017 and include additions/alterations made thereto subject to compliance of the Act.
 - d. **"other exigencies"** shall include Acts of Government, Statutory Body etc., strike, riot, mob, air raid, order of injunction or otherwise restraining or suspending development or construction at the Project or the said Land or in obtaining connections of the water, drainage, electricity or other connections by the Court of Law, Tribunal or Statutory Body.
 - e. **"scheduled date"** shall mean the date of completion of the project as per registration with the Authority and include the extension of registration, if any, granted to the said project by the Authority, as per the Act.
 - f. **"Maintenance in-charge"** shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and until then mean the Promoter;
 - g. **"Common Purposes"** shall mean the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners and, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common

- h. "Phases" shall mean the first phase comprising of the Project and such phases in future if and at the sole discretion of the Promoter developed by it at the said Land.
 - i. Gender: words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
 - j. Number: words importing singular number shall according to the context mean and construe the plural number and vice versa
- 1 All payments shall be made by the Allottee against proper receipts by the Promoter and the Allottee shall not be entitled to claim nor to set up any other evidence regarding the payment
 - 2 The Tax Deductible at Source under the Income Tax Laws shall, if applicable be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law. The Promoter or the Owners shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS.
 - 3 The Promoter has been empowered and authorized under the Development Agreement to receive all amounts from the Allottee. The Promoter shall pay to the Owners their respective entitlements in terms of the Development Agreement or as they may mutually agree and the Allottee shall have no concern therewith. Further the Promoter has also been empowered and authorized under the Development Agreement to receive the entire Other Charges and Deposits from the Allottee and the Allottee has satisfied himself about such rights of the Promoter.
- 3.1 The sanctioned plan relates to the Whole Complex which shall be developed in phases by the Promoter. The phases shall be as follows:-
- (a) First Phase being the Project comprising of areas mentioned in Part-I of Schedule A-3 hereto
 - (b) Such Future Phases or phases comprising of multistoried apartment and common amenities and facilities as may be and if developed by the Promoter at its absolute discretion and separately registered under the Act at a later stage as a project.
 - (c) The First Phase and the Future Phases or phases (if developed) would have a common Association and will share certain areas, installations and facilities in common. In case the Promoter Promoter develops any Future Phases or parts at the Project, the Promoter may at its sole discretion identify such amenities and facilities to be used in common with the co-owners of the Project and the Future Phases..
- 3.2 This agreement is in respect of the Project which is part of First Phase.
- 4 The said Building shall contain certain Common Areas as specified in clause 1.1 of Schedule E hereunder written and which the Allottee shall have the right to use in common with the Owners, the Promoter and other Co-owners of the said Building and other persons permitted by the Promoter. The Project shall also contain certain Common Areas as specified in clause 1.2 of the Schedule E hereunder written which the Allottee shall have the right to use in common with the Owners, the Promoter and other Co-

owners of the Project and other persons permitted by the Promoter. The Whole Complex may contain certain joint common areas which the Allottee shall have the right to use in common with the Owners, the Promoter and other Co-owners of the Whole Complex including the Future Phases , and other persons permitted by the Promoter. Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas by the Allottee either independently or in common with any other Co-owner

- 5 The Project contains open and covered parking spaces and multi level mechanized parking spaces as per sanctioned plans ("Car Parking Areas"). In addition, the Project also contain open spaces which are not forming part of the amenities and facilities mentioned in Schedule E and which can be used for parking "Open Parking Areas". For a regulated and disciplined use of these spaces, the Promoter has reserved rights to allot parking rights in these Open Parking Areas exclusively to the Allottees who need the same and apply for the same with preference being given by the Promoter to those Allottees who do not otherwise have parking space in the Project. The Allottee agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the Open Parking Areas to any other allottee nor to disturb the use of the allotted parking space by the concerned allottee.
- 6 The Promoter intends to make further additions and alterations to the Building Plans without affecting the Designated Apartment or reducing the amenities and facilities mentioned in Schedule D and Schedule E. The Promoter shall take consent of the Allottee at the appropriate time if and to the extent required under the Act and which such consent shall not be unreasonably withheld.
- 7 The Allottee acknowledges and confirms that the Promoter shall have the exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project and/or the Whole Complex or any of them Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by Panchayat Samity and upon complying with the applicable provisions of the Act and/or Rules.
- 8 Upon construction of the Buildings the Promoter shall finally identify and demarcate portions of the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for parking and for any other use.
- 9 Other Charges: As part of the Total Price, the Allottee shall also pay to the Promoter the following amounts:=
 - 9.1 Allottee's share of the costs charges and expenses for procuring electricity connection by way of Transformer, Electric Sub-station for the Project, being the lumpsum of Rs. _____00
 - 9.2 Allottee's share of the costs, charges, expenses for common generator and its accessories and providing for supply of power therefrom to the said Unit during WBSEDCL power failure, being the lump-sum of Rs. _____00
 - 9.3 Allottee's share of costs, charges, expenses for the equipment and infrastructure at the Club being a lumpsum of Rs. _____00

- 9.4 Documentation charges being a sum of Rs. 21000/- out of which 50% shall be paid simultaneously with the execution of the Agreement for sale and the balance on or before the date of conveyance
- 9.5 Fees and expenses, if any, payable to any Authority towards Sale/Transfer Permission fees.
- 9.6 Proportionate share of costs, charges and expenses in respect of additional fire safety measures beyond the firefighting equipment in the common areas agreed to be provided by the Promoter as per the existing fire fighting code/ regulations.
- 9.7 Goods and Service Tax on the above amounts.
- 10 Deposits: The Allottee shall also pay and deposit and keep deposited the amounts on the following heads:-
- 10.1 The Allottee shall pay to the Promoter a non refundable sum of Rs. _____/- towards provisional Maintenance Corpus/Sinking Fund.
- 10.2 The Allottee shall deposit and/or keep deposited with the Promoter as and by way of advance maintenance deposit, a sum of Rs. _____/-, equivalent to 12 months' maintenance charges at the rate mentioned herein to remain in deposit with the Promoter. As against the bills for monthly maintenance charges to be raised by the Promoter upon the Allottee in respect of the Designated Apartment for twelve months from the expiry of notice period of the intimation given to the Allottee to take possession, the Promoter shall adjust one-twelfth of such advance maintenance deposit.
- 11 The Deposit paid to the Promoter shall be held by the Promoter as interest free security deposit and unless any amount out of the same is adjusted due to non payment of the taxes and outgoings payable by the Allottee, the same or the unadjusted portion thereof shall be transferred to the Association by the Promoter.
- 12 The payment of all Other Charges and Deposits shall be made by the Allottee to the Promoter before taking possession of the Designated Apartment and within 30 days of receiving Intimation for possession from the Promoter.
- 13 The refund and/or payment of any amount by the Promoter to the Allottee in terms of this agreement may be made by the Promoter by depositing the amount in the bank account of the Allottee as per the details already provided by the Allottee in the Application
- 14 for allotment of the Designated Apartment and the same shall be and be deemed to be sufficient discharge of the Promoter in respect of payment of such amount.
- 15 **Fittings & Fixtures:** Except those provided by the Promoter, all fitouts to be put-up, erected and installed at or inside the Designated Apartment including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fitout works, the Allottee shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the Panchayat, Sonarpur Panchayat Samity, , National Building Code and Fire rules and others and with minimum noise and without causing any disturbance or annoyance to the other Co-owners. The Allottee shall ensure that there shall be no stacking of debris or

materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fitout works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in anyway damage or destroy the beams and columns on the floor, ceiling and walls of the Designated Apartment. The Allottee shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Allottee while carrying out any fitout or other activity.

- 16 The Promoter may use alternative similar substitutes in respect of any item of the specifications, fixtures, fittings or amenities morefully mentioned in the Schedule D and Schedule E hereto.
- 17 The Allottee shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the Project or any part thereof by the Promoter due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Designated Apartment and/or the Common Areas).
- 18 Nothing contained in this Agreement shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.
- 19 The Owners/Promoter would convey proportionate undivided indivisible share in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise requires such sale to be carried out in favour of the Association, then such sale shall be carried out in favour of the Association, to which the Allottee hereby agrees.
- 20 The ownership and enjoyment of the Designated Apartment by the Allottee shall be Subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules as stipulated in Schedule E1 hereto.
- 21 The Allottee may only after a period of 12 months from the date of execution of this agreement and that too upon taking prior written consent of the Promoter and against payment of the sum equivalent to @2% (two percent) of the Total Price (excluding Other Charges and Taxes) hereunder or at which the Designated Apartment is purchased by the nominee, whichever be higher, in advance to the Promoter, get the name of his nominee substituted in his place and stead in the records of the Promoter as the Buyer of the Designated Apartment subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the risk and costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to @2% mentioned in this clause in respect of the Designated Apartment paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its transferee but the Owners or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Owners or the Promoter or to which the Owners or the Promoter are likely to become liable owing to any such nomination or related transactions, the same

shall be payable by the Allottee in advance to the Owners and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee shall not, however, be entitled to assign or transfer this agreement for a period of twelve months from the date of execution hereof nor to let out, sell, transfer or part with possession of the Designated Apartment at any time until all the amounts, charges, outgoings and dues payable by the Allottee to the Promoter in respect of the Designated Apartment are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoter.

- 22 The cost of management, repair, maintenance and upkeep of the Multi level Mechanical Parking System shall be part of the Common Expenses but the cost of replacement of the same shall be borne and paid by the Allottees who use the concerned Parking Spaces requiring replacement.
- 23 The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of 5 years from the date of the Completion Certificate
- 24 The power backup from the Common Generator in the Project shall be commenced only upon fifty percent of the Co-owners (other than the Owners or the Promoter) taking possession of their respective Units in the Project and not before and the Allottee, in case it takes possession of the Designated Apartment before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter shall have the discretion to reduce or waive the said requirement of minimum percentage of occupancy at any time.

25 **AREA CALCULATION:**

- 23.1 **Carpet Area of Unit:** The carpet area for the Designated Apartment or any other Unit shall mean the net usable floor area of such Unit, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Unit.
 - 21.2 **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Unit.
 - 21.3 **Open Terrace Area:** The net usable area of the exclusive open space attached to the Designated Apartment if granted to the Allottee.
 - 21.4 **Built-up Area:** The built-up area for the Designated Apartment or any other Unit shall mean the Carpet Area of such Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony and the area covered by all other external walls of the such Unit/Balcony.
 - 21.5 **Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Designated Apartment is undivided _____ Square feet more or less.
 - 21.6 **Unit Area for CAM:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee, the area shall be the sum total of the Built-up Area and Proportionate Common Area which is _____ Square feet more or less.
- 22 The Promoter has taken construction finance for construction of the Project by mortgaging the said Land and the construction **Provided However That** any such mortgage if it relates to the Designated Apartment shall be redeemed/discharged by the

Promoter by way of repayment of the loan prior to the execution of Deed of Conveyance by the Promoter in favour of the Allottee in terms hereof.

- 23 In case the Allottee, with the prior written consent of the Promoter, obtains any housing loan or finance to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of this agreement and the entire obligation or liability in respect of the same shall be that of the Allottee alone
- 24 Unless changed by the Promoter, Messrs. Agarwal and Agarwal at 2/5 Sevak Baidya Street, Kolkata – 700029 shall be the Architect for the Project.
- 25 Unless changed by the Developer, Messrs. DSP Law Associates, Advocates of 4D Nicco House, 2 Hare Street, Kolkata-700001 shall be the Advocates for the documentations concerning the transfer of different areas and portions of the Project.
- 26 The Project shall bear the name "Suncrest Estate" or such other name as be decided by the Promoter from time to time. The Blocks '2A', '2B', '2C', '2D' and '2E' shall also bear such name or such other name as be decided by the Promoter from time to time. The name of the Project and the Whole Complex cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.

SCHEDULE A-3

PART-1

FIRST PHASE (PROJECT)

1. Tower 2A having basement, ground and ___ upper floors
2. Tower 2B having basement, ground and ___ upper floors
3. Tower 2C having basement, ground and ___ upper floors
4. Tower 2D having basement, ground and ___ upper floors
5. Tower 2E having basement, ground and ___ upper floors
6. Common Amenities and Facilities as mentioned in Part-1 of Schedule E hereto.
7. Common use with the Future Phase/s (if developed by the Promoter) of the Common Amenities and Facilities mentioned in Part-2 of Schedule E hereto and any other as be decided by the Promoter before or during the course of development of any Future Phase.

PART-II

FUTURE PHASE/S (IF DEVELOPED BY PROMOTER)

1. Tower ___ having basement, ground and ___ upper floors
2. Tower ___ having basement, ground and ___ upper floors
3. Tower ___ having basement, ground and ___ upper floors

4. Common use with the First Phase of the such Common Amenities and Facilities mentioned in Part-2 of Schedule E hereto and any other as be decided by the Promoter before or during the course of development of any Future Phase.

SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT

Other Bed Rooms - Flooring :	Vitrified Tiles.
Other Bed Rooms - Wall Finish :	Plaster of Paris Finish
Living & Dining Rooms - Flooring :	Vitrified Tiles.
Living & Dining Rooms - Wall Finish :	Plaster of Paris Finish
Kitchenette - Flooring :	Anti-Skid Ceramic Tiles
Kitchenette - Wall Finish :	Dado - Ceramic Tiles Upto 2 FT above Counter, Rest POP.
Kitchen Counter :	Granite Finish
Kitchen Sink :	Stainless Steel Sink
Bathroom Flooring :	Anti-Skid Ceramic Tiles
Bathroom Wall Finish :	Dado - Ceramic Tiles Upto Door Height, Rest POP.
Sanitary Fittings :	Western Style Sanitary ware & CP Fittings
Electrical :	Modular Switches.

SCHEDULE 'E' - SPECIFICATIONS, AMENITIES, FACILITIES

(WHICH ARE PART OF THE PROJECT).

PART-I

1. AMENITIES, FACILITIES:

1.1 Common Areas at the said Building:

- (i) Staircases, landings and passage and stair-cover on the ultimate roof.
- (ii) Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the two lifts of the Said Building.
- (iii) Two Lift, with machineries accessories and equipments (including the lift machine room) and lift well for installing the same in the Said Building.
- (iv) Electrical installations with main switch and meter and space required therefor.
- (v) Over head water tanks with water distribution pipes from such Overhead water tank connecting to the different Units of the Said Building.
- (vi) Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Said Building.
- (vii) Septic Tank
- (viii) Portion of Roof as may be identified by the Promoter as Common Roof of the Said Building subject to the exceptions and reservations contained herein
- (ix) Toilets, if any in the ground floor of the Said Building.
- (x) Fire Detection & Protection System, Fire Refuse Platform and Fire Staircase as per WBFES recommendation.
- (xi) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Said Building.

1.2 Common Areas at the Project

- (i) Driveways and paths and passages at the Project Land except those reserved by the Promoter for exclusive use.
- (ii) Transformer, Sub-station and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
- (iii) CCTV at ground floor level with central security surveillance and at any other place, if so provided by the Promoter.
- (iv) Underground water reservoir
- (v) Water supply or Deep tube well/borewell for water supply with water distribution pipes to the Overhead water tanks of the Buildings at the Project.
- (vi) Water waste and sewerage evacuation pipes and drains from the Buildings at the Project to the Sonarpur Panchayat Samity/municipal drains.
- (vii) DG Set, its panels, accessories and wirings and space for installation of the same.
- (viii) Underground water reservoir for Fire and other common fire safety system as per the WBFES rules and norms.
- (ix) Landscape Garden
- (x) Solar PV Plant at Roof .
- (xi) Club Facility in terms of clause 1.4 below.
- (xii) Residential fire fighting system with sprinklers and smoke detectors in the Common Areas in the Buildings at the Project all as per norms.
- (xiii) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Project

1.3 SPECIFICATIONS:

Foundation :	RCC Cast In-situ Bored Piling Work.
Structure :	RCC Framed Structure.
Stair :	Stepping tiles (From Ground Floor To Half Landing of Second Floor) and IPS Flooring (From Second Floor To Roof)
	Blend Of Waterproof Acrylic Based Paint at stair walls.
Lift	Two Passenger Lifts at Each Tower.
Sanitary Fittings :	Western Style Sanitary Fittings & CP Fittings
Electrical :	Modular Switches.

- 1.4 **Club Facility:** The Promoter proposes to erect, install and/or make available certain facilities with initial infrastructure and equipments and installation as provided by the Promoter as hereinafter mentioned (hereinafter referred to as "the Club Facility" which expression shall include any modifications or alterations of all or any such facility) at a portion of the said Land containing:

Banquet Hall	Community Hall with attached Lawn at Podium Level
Swimming Pool	Outdoor Swimming Pool with kids pool with Deck.
Gymnasium	Gymnasium with modern equipments
Toddlers Room	Indoor toddlers room
AV room	Air-conditioned AV room
Guest Room	Air-conditioned guest room
Barbeque area	Barbeque area at Podium Level
Half basketball court	Half Basketball court at Podium Level
Badminton court	Badminton court at the podium level
Coffee shop cum library	Coffee shop cum library at Podium Level
Kids' play Area	Outdoor kids play area at both Podium and ground level.
Indoor games room	indoor games room

- 1.5 The Allottee agrees to pay the fixed costs and charges in respect of the Club Facility as part of Other Charges. On the Club Facility becoming functional, the Allottee shall comply with all rules and regulations as framed by the Maintenance In-charge for proper management and use thereof. In particular and without prejudice to the generality of the foregoing provisions, the Allottee shall also be liable to pay the charges as prescribed by the Promoter or the Maintenance In-charge from time to time for use of the Community Hall for his private functions or ceremonies, if permitted by the Promoter or the Maintenance In-charge. The Club Facility may be used by the Allottee alongwith family members residing at the Designated Apartment in common with other persons who may be permitted by the Maintenance In-charge. In case any visitor or guest of the Allottee desires to avail the such facilities, the Allottee shall obtain a written consent from the Maintenance In-charge who shall be at liberty to refuse the same or to levy such charges and/or conditions in respect of the same as the Maintenance In-charge may deem fit and proper.

SCHEDULE E1

(HOUSE RULES)

HOUSE RULES: The Allottee binds himself and covenants to abide by the following rules, regulations and restrictions ("House Rules"):

1. to use the Designated Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Apartment or any activity which may cause nuisance or annoyance to the Co-owners.
2. unless the right of parking is expressly granted and mentioned in Clause 2 of the Schedule A hereinabove written ("Parking Facility"), the Allottee shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever
3. In case the Allottee has applied for and granted parking space, the facility of such parking shall be subject to the following conditions:-
 - (i) The Allottee shall pay the Parking Facility Maintenance Charges punctually and without any delay or default
 - (ii) the Allottee shall not park any motor car, two wheeler or any other vehicle at any other place in the said Project (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever;
 - (iii) the Allottee shall use the Parking Facility, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space and/or two wheeler, as the case may be.
 - (iv) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
 - (v) The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
 - (vi) The Allottee shall not grant transfer let out or part with the Parking Facility independent of the Designated Apartment nor vice versa, with the only exception being that the Allottee may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.
 - (vii) This right to use car parking space does not confer any right of ownership of the space on which such parking facility is provided.
 - (viii) In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Parking Facility at the space earmarked for the Allottee is not permissible, then the Allottee shall neither hold the Promoter and/or the Owner liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owner.
 - (ix) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Parking Facility.

- (x) In case the Allottee is provided facility of parking in the Multi level Mechanical Parking System , the Allottee shall abide by observe fulfill and perform all rules and regulations applicable to the user thereof. The Allottee accepts and acknowledges that any use of the Multi level Mechanical Parking System by the allottee Unit Holders shall be dependant on each other and shall be subject to force majeure and interruptions, inconveniences, malfunctions and mechanical faults associated with its use and the Promoter and the Maintenance-in-Charge shall not be held responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Multi level Mechanical Parking System to which the Allottee hereby consents and agrees to keep the Promoter fully indemnified in respect thereof.
4. In case the Allottee is granted the exclusive right to use any Open Terrace as a right appurtenant to Designated Apartment, the right of the Allottee to use of such Open Terrace shall be subject to the following conditions:-:
- (i) to use the Open Terrace for the purpose for which it has been sanctioned and in a decent and respectable manner and keep the same at all times in a fully repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times
 - (ii) not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to display any light or signage from the same so as to be visible from outside nor to put any grills or glass or poles or any item going beyond the height of the parapet
 - (iii) not to allow or permit any leakage or seepage of water from the floor to any other portion of the Buildings at the Project;
 - (iv) not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
 - (v) not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Open Terrace nor allow the accumulation of water thereat nor store or allow any one to store any goods articles or things in the said Open Terrace or anywhere at the said Land
 - (vi) not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Open Terrace and/or the Buildings at the Project and/or the said Land and/or outside walls of the Buildings at the Project save in the manner indicated by the Promoter or the Maintenance In-Charge
 - (vii) not to transfer or assign or part with their right of use of the Open Terrace or part with the possession of the said Open Terrace, independent of the Designated Apartment and vice versa.
 - (viii) not to sub-divide the Open Terrace in any manner.
5. The use of the Common Areas including but not limited to the Club Facility shall be done by the Allottee using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas (including the Club Facility) and appoint agencies for maintenance of the same. The Allottee shall not hold the Owners or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any Club Facility by the Allottee or his family members or any other person.

6. Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
7. Not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
8. not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Apartment **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Apartment save that the Allottee shall have the right install window/ split air-conditioners at the place/s provided therefor in the Designated Apartment.
9. To apply for and obtain at his own costs separate assessment and mutation of the Designated Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
10. Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the Buildings at the Project passing through the Designated Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Buildings at the Project or any part thereof.
11. not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
12. not to install or keep or operate any generator in the Designated Apartment or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the Buildings at the Project or the said Land save the battery operated inverter inside the Designated Apartment.
13. not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders
14. not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
15. no bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
16. to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Apartment at all reasonable times for construction and completion of the Buildings at the Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Designated Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;

17. to use the Common Areas only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Owners and the Promoter and all other persons entitled thereto.
18. to install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Designated Apartment free from all hazards relating to fire
19. to keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Buildings at the Project and not to do or cause to be done anything in or around the Designated Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Apartment.
20. not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Buildings at the Project or may cause any increase in the premia payable in respect thereof.
21. not to commit or permit to be committed any alteration or changes in, or draw from outside the Buildings at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.
22. to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Premises and other Common Purposes.
23. keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the Project Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the Project Land.
24. to maintain at his own costs, the Designated Apartment and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Panchayat Samity, Zilla Parishad, WBSEDC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
25. not to alter the outer elevation or façade or colour scheme of the Buildings at the Project (including grills, verandahs, lounges, external doors and windows etc.) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Buildings at the Project otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
26. Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
27. not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.

28. not to use the Designated Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.
29. To allow and permit the Promoter the following rights and authorities:-
- (i) The Promoter shall at all times also be entitled to put or allow anyone to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., and the Purchaser or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.
 - (ii) The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the Owners, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services therefrom by the Owners/supplier/service provider) against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such Owners/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.
30. The Allottee binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-
- (i) Property tax and/or Panchayat rates and taxes and water tax, (if any,) assessed on or in respect of the Designated Apartment directly to the Panchayat, BLLRO and any other appropriate authority Provided That so long as the Designated Apartment is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.
 - (ii) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Apartment or the Building or the said Land and whether demanded from or payable by the Allottee or the Maintenance In-charge and the same shall be paid by the Allottee wholly in case the same relates to the Designated Apartment and and proportionately in case the same relates to the Building or the said Land or any part thereof.
 - (iii) Electricity charges for electricity consumed in or relating to the Designated Apartment (including any applicable minimum charges and proportionate share of transmission loss).

- (iv) Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Designated Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
- (v) Proportionate share of all Common Expenses (including those mentioned in Schedule E-2 hereunder written) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, maintenance charges calculated @ Rs. _____ (Rupees _____ only) only per Square foot per month of the Unit Area for CAM mentioned in clause _____ of Schedule A-2 above. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.
- (vi) In case the Allottee has opted for the Parking Facility, the Allottee shall pay the Parking Facility Maintenance Charges calculated @Rs. ___/- per annum to be increased every ___ years by ___% (___percent) of the amount then payable.
- (vii) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottee.
- (i) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

30.1. All payments to be made by the Allottee shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box earmarked for the Designated Apartment Provided That any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof and the Allottee shall bear and pay the same accordingly and without any delay, demur or default

30.2. The maintenance charges does not include any payment or contribution towards the major repair, replacement, reinstatement etc., of the Common Areas and the Allottee shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee.

30.3. The liability of the Allottee to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Allottee to take possession.

- 30.4. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Allottee and his employees customers agents tenants or licencees and/or the Designated Apartment.
- 30.4.1 The Allottee shall be and remain responsible for and to indemnify the Owners, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Buildings at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and/or the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

SCHEDULE E-2

Common Expenses shall include the following ("**Common Expenses**"):

1. **MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting, upkeep etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Said Building , lifts, generators, CCTV, water pump with motors, the Parking Spaces (except for replacement of the Multi level Mechanical Parking System) and all adjoining side spaces and all related, gutters and water pipes for all purposes, equipments and accessories, machinery, tools and tackles, Club related equipment's etc., drains and electric cables and wires in under or upon the Said Building and/or the Project and/or the Club and related facilities and/or enjoyed or used by the Allottee in common with other occupiers or serving more than one Unit/flat and other saleable space in the Building and at the Premises, main entrance, landings and staircase of the Building enjoyed or used by the Allottee in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other part of the Said Building and/or the Project so enjoyed

- or used by the Allottee in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipments and installations comprised in the Common Areas (including lifts, generators, water pump with motor, Club related equipment's, electricity, light fittings etc and also the costs of repairing, renovating and replacing the same and also the Parking Spaces.
 3. **STAFF:** The salaries of and all other expenses including their bonus and other emoluments and benefits of the staffs/personnel to be employed for the common purposes {including (i) ___Nos. staffs for Site Property Management, (ii) ___Nos. staffs for Outsourced Specialist (House Keeping), (iii) ___Nos. staffs for Electrician/MST (Technical Staff), (iv) ___Nos. Plumber (Technical Staff) and (v) ___Nos. staffs for Security Services (Security Supervisor)}. The staff specifications are provisional and subject to change as per requirement as decided by the Promoter and/or Maintenance-In Charge.
 4. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
 5. **TAXES:** Panchayat and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
 6. **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or any part thereof against normal degeneration or damages and/or force majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
 7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
 8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
 9. **PARKING SPACES:** All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement renovation, overhaul, in respect of the Parking Spaces (except replacement of Multi level Mechanical Parking System) and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
 10. **OTHERS:** All other expenses and/or outgoings Including litigation expenses as are incurred by the Owners, the Promoter, the Association for the common purposes.