

## AGREEMENT FOR SALE

1. Date :
2. Place : Kolkata
3. Parties :
  - 3.1 DOLLY MONDAL [PAN NO. ALNPM5429R] [AADHAAR NO. ....] [MOBILE NO. ....], wife of Tanmoy Mondal, by faith - Hindu, by occupation - House wife, by nationality - Indian, residing at Vill. Jatragachi, P.O. Ghuni, P.S. New Town, Kolkata - 700157, District North 24 Parganas, West Bengal.
  - 3.1.1 SUJOY KRISHNA MONGAL [PAN NO. DMKPM2399B] [AADHAAR NO. ....] [MOBILE NO. ....], son of Late Anil Krishna Mongal, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Vill. Jatragachi, P.O. Ghuni, P.S. New Town, Kolkata - 700157, District North 24 Parganas, West Bengal.

Both represented by their Constituted Attorney, J.P. ESTATE [PAN NO. ALTPS5701Q], a Proprietorship Firm, having its office address at NK-73, Nishi Kanan, Teghoria, P.O. Hatiara, P.S. Baguiati, Kolkata - 700 157, District North 24 Parganas, West Bengal, represented by its Proprietor, JEETENDRA PRASAD SINGH [PAN NO. ALTPS5701Q] [AADHAAR NO. ....] [MOBILE NO. ....], son of Late Manager Prasad Singh, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at J.P. Villa, 71, Majhi Para, Check Post, Dashadrone, P.O. R. Gopalpur, P.S. Baguiati, Kolkata - 700 136, District North 24 Parganas, West Bengal.

Hereinafter jointly called and referred to as the "LANDOWNERS/VENDORS" (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assigns) of the FIRST PART.

### AND

- 3.2 ..... [PAN NO. ....], [AADHAAR NO. ....] & [MOBILE NO. ....], son/wife/daughter of ....., by faith - ....., by occupation - ....., by nationality - Indian, residing at ....., P.O. ...., P.S. ...., City - ....., District - ....., State - .....
- 3.2.1 ..... [PAN NO. ....], [AADHAAR NO. ....] & [MOBILE NO. ....], son/wife/daughter of ....., by faith - ....., by occupation - ....., by nationality - Indian, residing at ....., P.O. ...., P.S. ...., City - ....., District - ....., State - .....

Hereinafter called and referred to as the "PURCHASER/S" (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her heirs, executors, administrators, representatives and assigns) of the SECOND PART.

### AND

- 3.3 J.P. ESTATE [PAN NO. ALTPS5701Q], a Proprietorship Concern, having its office address at NK-73, Nishi Kanan, Teghoria, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal, represented by its Proprietor, JEETENDRA PRASAD SINGH [PAN NO. ALTPS5701Q] [AADHAAR NO. ....] [MOBILE NO. 9163004414], son of Late Manager Prasad Singh, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at J.P. Villa, 71, Majhi Para, Check Post, Dashadrone, P.O. R. Gopalpur, P.S. Baguiati, Kolkata - 700136, District North 24 Parganas, West Bengal.

Hereinafter called and referred to as the “DEVELOPER” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representative, and assigns) of the THIRD PART.

Landowners/Vendors, Purchaser and Developer collectively Parties and individually Party.

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

4. Subject Matter of Agreement

4.1 Transfer of Said Flat & Appurtenances:

- 4.1.1 Said Flat: ALL THAT piece and parcel of one independent residential flat, being Flat No. ‘.....’, on the ..... Floor, ..... Side, in Block-....., measuring..... Square Feet be the same a little more or less of Super Built Up area, lying and situate in the said building complex namely “UMANG VIHAR”, more fully described in the Second Schedule hereunder written, lying and situated on the amalgamated plot of land, which is more fully described in the First Schedule hereunder written [SAID PROPERTY].

- 4.1.2 Land Share : Undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Property (Land Share). The Land Share is/shall be derived by taking into consideration the proportion, which the super built-up area of the Said Property bears to the total super built-up area of the Said Building Complex.

- 4.1.3 Share In Common Portions : Undivided, impartable, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building Complex as is attributable to the Said Property (Share In Common Portions), the said common areas, amenities and facilities being described in the Third Schedule below (collectively Common Portions). The Share in Common Portions is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Property bear to the total super built-up area of the Said Building Complex.

5. BACKGROUND:

- 5.1 Ownership of Landowners: By virtue of the events and in the circumstances, the Landowners herein, became the absolute joint owners of the First Schedule Property, free from all encumbrances and were in peaceful possession thereof, described as follows :

5.1.1 THE CHAIN OF TITLE REGARDING OWNERSHIP OF DOLLY MONDAL, PRESENT OWNER HEREIN, COMPRISED IN R.S./L.R. DAG NO. 985 IN MOUZA - JATRAGACHI, AS FOLLOWS:

5.1.1.1 Absolute Joint Ownership of (1) Becharam Roy, (2) Nandi Kumar Roy & (3) Surendra Nath Roy: One (1) Becharam Roy, (2) Nandi Kumar Roy & (3) Surendra Nath Roy, all sons of Late Bhupati Mohan Roy, were the absolute joint owners of land measuring :

R.S. Dag No.	R.S. Khatian No.	Total Land in Dag [In Decimal]	Absolute Joint Ownership [In Decimal]
985	55	4	4

In total land measuring 4 (Four) Decimals more or less, comprised in R.S. Dag No. 985, under R.S. Khatian No. 55, in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 174, 179, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, alongwith other lands, by way of inheritance from their deceased father, Bhupati Mohan Roy.

5.1.1.2 L.R. Records : In L.R. Settlement, the name of the said (1) Becharam Roy, (2) Nandi Kumar Roy & (3) Surendra Nath Roy, recorded their names as follows :-

Name	L.R. Khatian No.
Becharam Roy	628
Nandi Kumar Roy	448
Surendra Nath Roy	985

5.1.1.3 Sale by Becharam Roy to Surendra Nath Naskar : The said Becharam Roy, son of Late Bhupati Mohan Roy, sold, transferred and conveyed his undivided 1/3rd share in the aforesaid total land measuring 4 Decimals more or less, as follows :

R.S. Dag No.	R.S. Khatian No.	L.R. Khatian No.	Joint Ownership [In Decimal]	Sold Property (1/3rd share) [In Decimal]
985	55	628	4	1.33

In total land measuring 1.33 Decimals more or less out of the aforesaid total land measuring 4 Decimals more or less, comprised in R.S. Dag No. 985, under R.S. Khatian No. 55, L.R. Khatian No. 628, in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 174, 179, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, to one Surendra Nath Naskar, son of Late Jagat Chandra Naskar, by the strength of a Registered Deed of Conveyance, registered on 11.03.1987, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 22, Pages 123 to 128, being Deed No. 1069 for the year 1987.

5.1.1.4 Demise of Nandi Kumar Roy : The said Nandi Kumar Roy, son of Late Bhupati Mohan Roy, died intestate, leaving behind his wife, only son and only daughter, whose names are mentioned below, as his heirs and successors in interest in respect of his 1/3rd share in the aforesaid land comprised in R.S. Dag No. 985, left by the said Nandi Kumar Roy, since deceased.

Name of Successors of deceased, Nandi Kumar Roy Mana Roy	Relationship with deceased
Aditya Roy	Wife
Archana Roy (Mondal), w/o. Khokan Mondal	Son
	Married Daughter

- 5.1.1.5 Joint Sale by (1) Mana Roy, (2) Aditya Roy & (3) Archana Roy (Mondal) to the present owner, Dolly Mondal : The said (1) Mana Roy, (2) Aditya Roy & (3) Archana Roy (Mondal), jointly sold, transferred and conveyed their joint 1/3rd share in the aforesaid total land measuring 4 Decimals more or less, as follows :

R.S. Dag No. 985	R.S. Khatian No. 55	L.R. Khatian No. 448	Joint Ownership [In Decimal] 4	Sold Property (1/3rd share) [In Decimal] 1.33
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In total land measuring 1.33 Decimals more or less out of the aforesaid land measuring 4 Decimals more or less, comprised in R.S. Dag No. 985, under R.S. Khatian No. 55, L.R. Khatian No. 448, in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 174, 179, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, to the present owner, Dolly Mondal, by the strength of a Registered Deed of Conveyance, registered on 30.07.2008, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, CD Volume No. 9, Pages 17753 to 17766, being Deed No. 09985 for the year 2008.

- 5.1.1.6 Sale by the said Surendra Nath Roy to the said Dolly Mondal : The said Surendra Nath Roy, son of Late Bhupati Mohan Roy, sold, transferred and conveyed his undivided 1/3rd share in the aforesaid total land measuring 4 (Four) Decimals more or less, as follows :-

R.S. Dag No. 985	R.S. Khatian No. 55	L.R. Khatian No. 985	Joint Ownership [In Decimal] 4	Sold Property (1/3rd share) [In Decimal] 1.33
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In total land measuring 1.33 Decimals more or less out of the aforesaid land measuring 4 Decimals more or less, comprised in R.S. Dag No. 985, under R.S. Khatian No. 55, L.R. Khatian No. 985, in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 174, 179, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, to the said Dolly Mondal, present owner herein, by the strength of a Registered Deed of Conveyance, registered on 28.08.2009, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, CD Volume No. 8, Pages 5228 to 5239, being Deed No. 07984 for the year 2009.

- 5.1.1.7 Sale by the said Surendra Nath Naskar to the said Dolly Mondal : The said Surendra Nath Naskar, son of Late Jagat Chandra Naskar, sold, transferred and conveyed his aforesaid purchased land purchased under Deed No. 1069 for the year 1987 dated 11.03.1987, land measuring :

R.S. Dag No. 985	R.S. Khatian No. 55	L.R. Khatian No. 628	Sold Property [In Decimal] 1.33
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In total land measuring 1.33 Decimals more or less, comprised in R.S. Dag No. 985, under R.S. Khatian No. 55, L.R. Khatian No. 628, in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 174, 179, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, to the

present owner, Dolly Mondal, by the strength of a Registered Deed of Conveyance, registered on 29.11.2010, registered in the office of the District Sub-Registrar-II, North 24 Parganas at Barasat, and recorded in Book No. I, being Deed No. 13623 for the year 2010.

- 5.1.1.8 Absolute Total Ownership of Dolly Mondal in R.S. Dag No. 985 in Mouza - Jatragachi under (1) Deed No. 09985 for the year 2008, (2) Deed No. 07984 for the year 2009 & (3) Deed No. 13623 for the year 2010 : Thus on the basis of the aforementioned three deeds, bearing (1) Deed No. 09985 for the year 2008, (2) Deed No. 07984 for the year 2009 & (3) Deed No. 13623 for the year 2010, the said Dolly Mondal, became the absolute owner of the aforesaid land measuring :

R.S. Dag No.	R.S. Khatian No.	L.R. Khatian No.	Total Land in Dag [In Decimal]	Absolute Ownership [In Decimal]
985	55	628, 448 & 985	4	3.99 say 4 Decimal

In total land measuring 3.99 Decimals say 4 (Four) Decimals more or less equivalent to 2 (Two) Cottahs 6 (Six) Chittacks 32 (Thirty Two) sq.ft. more or less, comprised in R.S. Dag No. 985 under R.S. Khatian No. 55, L.R. Khatian Nos. 628, 448 & 985, in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 174, 179, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas.

- 5.1.1.9 L.R. Record in R.S./L.R. Dag No. 985 : The said Dolly Mondal recorded her name in the record of the L.R. Settlement in L.R. Khatian No. 1426 in R.S./L.R. Dag No. 985, in Mouza - Jatragachi, in respect of the aforesaid plot of land.
- 5.1.2 THE CHAIN OF TITLE REGARDING OWNERSHIP OF DOLLY MONDAL, PRESENT OWNER HEREIN, COMPRISED IN R.S./L.R. DAG NO. 986 IN MOUZA - JATRAGACHI, AS FOLLOWS :

- 5.1.2.1 Absolute Ownership of Manmotha Mondal : One Manmotha Mondal, son of Late Sarbeswar Mondal, was the absolute owner of land measuring :

C.S. Dag No.	R.S. Dag No.	C.S. Khatian No.	L.R. Khatian No.	Total Land in Dag [In Decimal]	Absolute Ownership [In Decimal]
793	986	183	669	9	7

In total land measuring 7 (Seven) Decimals more or less out of the total land measuring 9 (Nine) Decimals more or less, comprised in C.S. Dag No. 793, R.S. Dag No. 986, under C.S. Khatian No. 183, L.R. Khatian No. 669, in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 174, 179, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas.

- 5.1.2.2 Sale by Manmotha Mondal to Md. Babujan Biswas : The said Manmoth Mondal, son of Late Sarbeswar Mondal, sold, transferred and conveyed land measuring :

C.S. Dag No.	R.S. Dag No.	C.S. Khatian No.	L.R. Khatian No.	Out of [In Decimal]	Sold Property	
793	986	183	669	7	K-CH 02-00	-SFT -00

In total land measuring 2 (Two) Cottahs more or less out of the aforesaid land measuring 7 (Seven) Decimals more or less out of the total land measuring 9 (Nine) Decimals more or less, comprised in C.S. Dag No. 793, R.S. Dag No. 986, under C.S. Khatian No. 183, L.R. Khatian No. 669, in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 174, 179, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, to one Md. Babujan Biswas, son of Fajer Ali Biswas, by the strength of a Registered Deed of Conveyance, registered 12.03.1993, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City and recorded in Book No. I, being Deed No. 1933 for the year 1993.

- 5.1.2.3 Sale by Md. Babujan Biswas to the present owner, Dolly Mondal : The said Md. Babujan Biswas sold, transferred and conveyed the aforesaid land measuring :

C.S. Dag No.	R.S. Dag No.	C.S. Khatian No.	L.R. Khatian No.	Sold Property				
793	986	183	669	K 02	-	CH 00	-	SFT 00

In total land measuring 2 (Two) Cottahs more or less, comprised in C.S. Dag No. 793, R.S. Dag No. 986, under C.S. Khatian No. 183, L.R. Khatian No. 669, in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 174, 179, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, to the present owner, Dolly Mondal, by the strength of a Registered Deed of Conveyance, registered 25.07.2007, registered in the office of the D.S.R.-II, North 24 Parganas at Barasat, and recorded in Book No. I, CD Volume No. 46, Pages 4774 to 4789, being Deed No. 13527 for the year 2010.

- 5.1.2.4 Absolute Ownership of Dolly Mondal in R.S. Dag No. 986 in Mouza - Jatragachi under Deed No. 13527 for the year 2010 : Thus on the basis of the aforementioned Registered Deed, bearing Deed No. 13527 for the year 2010, the said Dolly Mondal, one of the present owners herein, became the absolute owner of the aforesaid land measuring :

C.S. Dag No.	R.S. Dag No.	C.S. Khatian No.	L.R. Khatian No.	Absolute Ownership				
793	986	183	669	K 02	-	CH 00	-	SFT 00

In total land measuring 2 (Two) Cottahs more or less, comprised in C.S. Dag No. 793, R.S. Dag No. 986, under C.S. Khatian No. 183, L.R. Khatian No. 669, in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 174, 179, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas.

- 5.1.2.5 L.R. Record in R.S./L.R. Dag No. 986 : The said Dolly Mondal recorded her name in the record of the L.R. Settlement in L.R. Khatian No. 1426 in R.S./L.R. Dag No. 986, in Mouza - Jatragachi, in respect of the aforesaid plot of land.

5.1.3 THE CHAIN OF TITLE REGARDING OWNERSHIP OF DOLLY MONDAL, PRESENT OWNER HEREIN, COMPRISED IN R.S./L.R. DAG NO. 1016 IN MOUZA - JATRAGACHI, AS IS FOLLOWS :

5.1.3.1 Absolute Ownership of Sudhir Kumar Biswas : One Sudhir Kumar Biswas, son of Late Balaram Biswas, was the absolute owner of land measuring :

R.S. Dag No.	R.S. Khatian No.	Total Land in Dag [In Decimal]	Absolute Ownership				
			K	-	CH	-	SFT
1016	257	40	03	-	01	-	00

In total land measuring 3 (Three) Cottahs 1 (One) Chittacks 0 (Zero) sq.ft. more or less, comprised in R.S. Dag No. 1016, under R.S. Khatian No. 257, in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 174, 179, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, by purchasing the same from one Rani Bala Dasi, by the strength of a Registered Deed of Conveyance, registered on 28.11.1983, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, being Deed No. 11410 for the year 1983.

5.1.3.2 Sale by Sudhir Kumar Biswas to Sukha Ranjan Sarkar : The said Sudhir Kumar Biswas out of his ownership, sold, transferred and conveyed a plot of land measuring :

R.S. Dag No.	R.S. Khatian No.	Total Land Possessed		Sold Property			
		K-CH	SFT	K	-	CH	SFT.
1016	257	03-01	-00	01	-	08	22.50

In total land measuring 1 (One) Cottah 8 (Eight) Chittacks 22.50 (Twenty Two Point Five Zero) sq.ft. more or less out of the aforesaid plot of land measuring 3 (Three) Cottahs 1 (One) Chittacks 0 (Zero) sq.ft. more or less, comprised in R.S. Dag No. 1016, under R.S. Khatian No. 257, in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 174, 179, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, to one Sukha Ranjan Sarkar, son of Jubaraj Sarkar, by the strength of a Registered Deed of Conveyance, registered on 09.08.1984, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City and recorded in Book No. I, being Deed No. 4515 for the year 1984.

5.1.3.3 Again Sale by the said Sudhir Kumar Biswas to Atul Krishna Sarkar : The said Sudhir Kumar Biswas again sold, transferred and conveyed his remaining plot of land measuring :

R.S. Dag No.	R.S. Khatian No.	Sold Property				
		K	-	CH	-	SFT
1016	257	01	-	08	-	22.50

In total land measuring 1 (One) Cottah 8 (Eight) Chittacks 22.50 (Twenty Two Point Five Zero) sq.ft. more or less, comprised in R.S. Dag No. 1016, under R.S. Khatian No. 257, in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 174, 179, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, to one Atul Krishna Sarkar, son of Ambika Charan Sarkar, by the strength of a Registered Deed of Conveyance, registered on 09.08.1984, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, being Deed No. 4516 for the year 1984.

- 5.1.3.4 Sale by the said Sukha Ranjan Sarkar to the said Atul Krishna Sarkar : The said Sukha Ranjan Sarkar, son of Jubaraj Sarkar, sold, transferred and conveyed his aforesaid purchased land measuring :

R.S. Dag No.	R.S. Khatian No.	Sold Property				
1016	257	K	-	CH	-	SFT
		01	-	08	-	22.50

In total land measuring 1 (One) Cottah 8 (Eight) Chittacks 22.50 (Twenty-Two Point Five Zero) sq.ft. more or less, comprised in R.S. Dag No. 1016, under R.S. Khatian No. 257, in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 174, 179, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, to the said Atul Krishna Sarkar, son of Ambika Charan Sarkar, by the strength of a Registered Deed of Conveyance, registered on 16.11.1984, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, being Deed No. 6192 for the year 1984.

- 5.1.3.5 Absolute Ownership of Atul Krishna Sarkar under (1) Deed No. 4516 for the year 1984 & (2) Deed No. 6192 for the year 1984 : Thus on the basis of the aforementioned two deeds, bearing (1) Deed No. 4516 for the year 1984 & (2) Deed No. 6192 for the year 1984, the said Atul Krishna Sarkar, son of Ambika Charan Sarkar, became the absolute owner of the aforesaid total land measuring :

R.S. Dag No.	R.S. Khatian No.	Absolute Total Ownership				
1016	257	K	-	CH	-	SFT
		03	-	01	-	00

In total land measuring 3 (Three) Cottahs 1 (One) Chittacks 0 (Zero) sq.ft. more or less, comprised in R.S. Dag No. 1016, under R.S. Khatian No. 257, in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 174, 179, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas.

- 5.1.3.6 Sale by Atul Krishna Sarkar to the present owner, Dolly Mondal : The said Atul Krishna Sarkar, sold, transferred and conveyed his aforesaid total land measuring :

R.S. Dag No.	R.S. Khatian No.	Sold Property				
1016	257	K	-	CH	-	SFT
		03	-	01	-	00

In total land measuring 3 (Three) Cottahs 1 (One) Chittacks 0 (Zero) sq.ft. more or less, comprised in R.S. Dag No. 1016, under R.S. Khatian No. 257, in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 174, 179, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, to the present owner, Dolly Mondal, by the strength of a Registered Deed of Conveyance, registered on 05.05.2008, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, CD Volume No. 6, Pages 3949 to 3964, being Deed No. 05928 for the year 2008.

- 5.1.3.7 Absolute Ownership of Dolly Mondal in R.S. Dag No. 1016 in Mouza - Jatragachi under Deed No. 05928 for the year 2008 : Thus on the basis of the aforementioned Registered Deed,



bearing Deed No. 05928 for the year 2008, the said Dolly Mondal, one of the present owners herein, became the absolute owner of the aforesaid plot of land measuring :

R.S. Dag No.	R.S. Khatian No.	Absolute Ownership					
		K	-	CH	-	SFT	
1016	257	03	-	01	-	00	

In total land measuring 3 (Three) Cottahs 1 (One) Chittacks 0 (Zero) sq.ft. more or less, comprised in R.S. Dag No. 1016, under R.S. Khatian No. 257, in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 174, 179, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas.

5.1.3.8 L.R. Record in R.S./L.R. Dag No. 1016 : The said Dolly Mondal recorded her name in the record of the L.R. Settlement in L.R. Khatian No. 1426 in R.S./L.R. Dag No. 1016, in Mouza - Jatragachi, in respect of the aforesaid plot of land.

5.1.4 THE CHAIN OF TITLE REGARDING OWNERSHIP OF DOLLY MONDAL, PRESENT OWNER HEREIN, COMPRISED IN R.S./L.R. DAG NOS. 1019 & 1020 IN MOUZA - JATRAGACHI, AS FOLLOWS :

5.1.4.1 Absolute Ownership of Umesh Chandra Mondal @ Umesh Chandra Mondal (Roy) in R.S. Dag No. 1019, in Mouza - Jatragachi : One Umesh Chandra Mondal @ Umesh Chandra Mondal (Roy), was also the absolute owner of land measuring :

C.S. Dag No.	R.S. Dag No.	C.S. Khatian No.	R.S. Khatian No.	Total Land in Dag [In Decimal]	Absolute Ownership [In Decimal]
846	1019	297	575	12	12

In total land measuring 12 (Twelve) Decimals more or less out of land measuring 12 (Twelve) Decimals more or less, comprised in C.S. Dag No. 846, R.S. Dag No. 1019, under C.S. Khatian No. 297, R.S. Khatian No. 575, in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 174, 179, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, by receiving the same from one Sk. Habib Ullah Saheb, by the strength of a Registered Deed, registered on 22.11.1948, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 58, Pages 267 to 268, being Deed No. 3667 for the year 1948.

5.1.4.2 Absolute Recorded Ownership of the said Umesh Chandra Mondal @ Umesh Chandra Mondal (Roy) in R.S. Dag No. 1020 in Mouza - Jatragachi : The said Umesh Chandra Mondal @ Umesh Chandra Mondal (Roy), was also became the absolute owner of land measuring :

C.S. Dag No.	R.S. Dag No.	C.S. Khatian No.	R.S. Khatian No.	Total Land in Dag [In Decimal]	Absolute Ownership [In Decimal]
847	1020	223	69	21	10.50

In total land measuring 10.50 (Ten Point Five Zero) Decimals more or less out of land measuring 21 (Twenty One) Decimals more or less, comprised in C.S. Dag No. 847, R.S. Dag No. 1020, under C.S. Khatian No. 223, R.S. Khatian No. 69, in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 174, 179, Hal Touzi No. 10, Pargana - Kalikata, P.S.

Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas.

- 5.1.4.3 Absolute Total Ownership of the said Umesh Chandra Mondal @ Umesh Chandra Mondal (Roy) in R.S. Dag Nos. 1019 & 1020 in Mouza - Jatragachi : Thus on the basis of the aforementioned facts and circumstances, the said Umesh Chandra Mondal @ Umesh Chandra Mondal (Roy), became the absolute owner of the aforesaid total land measuring :

C.S. Dag No.	R.S. Dag No.	C.S. Khatian No.	R.S. Khatian No.	Total Land in Dag [In Decimal]	Absolute Ownership [In Decimal]
846	1019	297	575	12	12.00
847	1020	223	69	21	10.50
					22.50

In total land measuring 22.50 (Twenty Two Point Five Zero) Decimals more or less, comprised in C.S. Dag Nos. 846 & 847, R.S. Dag Nos. 1019 & 1020, under C.S. Khatian Nos. 297 & 223, R.S. Khatian Nos. 575 & 69, in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 174, 179, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas.

- 5.1.4.4 Demise of Umesh Chandra Mondal @ Umesh Chandra Mondal (Roy) : The said Umesh Chandra Mondal @ Umesh Chandra Mondal (Roy) died intestate, leaving behind his three sons namely (1) Gangaram Mondal, (2) Padda Kumar Mondal & (3) Krishnapad Mondal, as his heirs and successors in interest in respect of the aforesaid total property mentioned above, comprised in R.S. Dag Nos. 1019 & 1020 in Mouza - Jatragachi, left by the said Umesh Chandra Mondal @ Umesh Chandra Mondal (Roy), since deceased.

- 5.1.4.5 Absolute Joint Ownership of (1) Gangaram Mondal, (2) Padda Kumar Mondal & (3) Krishnapad Mondal in R.S. Dag Nos. 1019 & 1020 in Mouza - Jatragachi : Thus on the basis of the inheritance received from their deceased father, Umesh Chandra Mondal @ Umesh Chandra Mondal (Roy), the said (1) Gangaram Mondal, (2) Padda Kumar Mondal & (3) Krishnapad Mondal, became the absolute joint owners of :

C.S. Dag No.	R.S. Dag No.	C.S. Khatian No.	R.S. Khatian No.	Total Land in Dag [In Decimal]	Joint Ownership [In Decimal]
846	1019	297	575	12	12.00
847	1020	223	69	21	10.50
					22.50

In total land measuring 22.50 (Twenty Two Point Five Zero) Decimals more or less, comprised in C.S. Dag Nos. 846 & 847, R.S. Dag Nos. 1019 & 1020, under C.S. Khatian Nos. 297 & 223, R.S. Khatian Nos. 575 & 69, in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 174, 179, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas and each having 1/3rd share in the aforesaid total property.

5.1.4.6 Sale by Krishnapada Mondal to Mahamaya Mitra : The said Krishnapada Mondal, son of Late Umesh Chandra Mondal @ Umesh Chandra Mondal (Roy), sold, transferred and conveyed :

C.S. Dag No.	R.S. Dag No.	C.S. Khatian No.	R.S. Khatian No.	Joint Ownership [In Decimal]	Sold Property (1/3rd share on joint ownership [In Decimal])
846	101	297	575	12.00	4.00
847	1020	223	69	10.50	3.50
					7.50

In total land measuring 7.50 (Seven Point Five Zero) Decimals more or less, being 1/3rd share in the aforesaid total land measuring 22.50 Decimals more or less i.e. land measuring 7.50 (Seven Point Five Zero) Decimals more or less, comprised in C.S. Dag Nos. 846 & 847, R.S. Dag Nos. 1019 & 1020, under C.S. Khatian Nos. 297 & 223, R.S. Khatian Nos. 575 & 69, in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 174, 179, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, to one Mahamaya Mitra, wife of Manindra Nath Mitra, by the strength of a Registered Deed of Conveyance, registered on 02.06.1982, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 216, Pages 1 to 14, being Deed No. 4991 for the year 1982.

5.1.4.7 Sale by Mahamaya Mitra to Chinta Halder : The said Mahamaya Mitra sold, transferred and conveyed land measuring :

C.S. Dag No.	R.S. Dag No.	C.S. Khatian No.	R.S. Khatian No.	L.R. Khatian No.	Sold Property	
					K-CH	-SFT
846	1019	297	575	672/1	02-03	-00
847	1020	223	69	672/1	01-13	-00
					04-00	-00

In total land measuring 4 (Four) Cottahs more or less, comprised in C.S. Dag Nos. 846 & 847, R.S. Dag Nos. 1019 & 1020, under C.S. Khatian Nos. 297 & 223, R.S. Khatian Nos. 575 & 69, L.R. Khatian No. 672/1, in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 174, 179, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, to one Chinta Halder, wife of Dilip Halder, by the strength of a Registered Deed of Conveyance, registered on 22.06.1993, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 105, Pages 317 to 324, being Deed No. 4863 for the year 1993.

5.1.4.8 Sale by Chinta Halder to one of the present owners, Dolly Mondal : The said Chinta Halder, sold, transferred and conveyed the aforesaid plot of land measuring :

C.S. Dag No.	R.S. Dag No.	C.S. Khatian No.	R.S. Khatian No.	L.R. Khatian No.	Sold Property	
					K-CH	-SFT
846	1019	297	575	672/1	02-03	-00
847	1020	223	69	672/1	01-13	-00
					04-00	-00

In total land measuring 4 (Four) Cottahs more or less, comprised in C.S. Dag Nos. 846 & 847, R.S. Dag Nos. 1019 & 1020, under C.S. Khatian Nos. 297 & 223, R.S. Khatian Nos. 575 & 69, L.R. Khatian No. 672/1, in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 174, 179, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, to the present owner, Dolly Mondal, by the strength of a Registered Deed of Conveyance, registered on 25.07.2007, registered in the office of the D.S.R.-II, North 24 Parganas at Barasat, and

recorded in Book No. I, CD Volume No. 46, Pages 4247 to 4263, being Deed No. 13494 for the year 2010.

- 5.1.4.9 Absolute Ownership of Dolly Mondal in R.S./L.R. Dag Nos. 1019 & 1020 in Mouza - Jatragachi under Deed No. 13494 for the year 2010 : Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 13494 for the year 2010, the said Dolly Mondal, present owner herein, became the absolute owner of :

ALL THAT piece and parcel of Sali land measuring :

C.S. Dag No.	R.S. Dag No.	C.S. Khatian No.	R.S. Khatian No.	L.R. Khatian No.	Absolute Ownership	
					K-CH	-SFT
846	1019	297	575	672/1	02-03	-00
847	1020	223	69	672/1	01-13	-00
					04-00	-00

In total land measuring 4 (Four) Cottahs more or less, comprised in C.S. Dag Nos. 846 & 847, R.S. Dag Nos. 1019 & 1020, under C.S. Khatian Nos. 297 & 223, R.S. Khatian Nos. 575 & 69, L.R. Khatian No. 672/1, in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 174, 179, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas.

- 5.1.4.10 L.R. Record in R.S./L.R. Dag Nos. 1019 & 1020 : The said Dolly Mondal, recorded her name in the record of the L.R. Settlement in L.R. Khatian No. 1426 in R.S./L.R. Dag Nos. 1019 & 1020, in Mouza - Jatragachi, in respect of the aforesaid plot of land.

- 5.1.5 Absolute Total Ownership of Dolly Mondal in R.S./L.R. Dag Nos. 985, 986, 1016, 1019 & 1020 in Mouza - Jatragachi under the aforementioned Registered Deeds : Thus on the basis of the aforementioned Registered Deeds, bearing (1) Deed No. 09985 for the year 2008, (2) Deed No. 07984 for the year 2009, (3) Deed No. 13623 for the year 2010, (4) Deed No. 13527 for the year 2010, (5) Deed No. 05928 for the year 2008 & (6) Deed No. 13494 for the year 2010, the said Dolly Mondal, present owner herein, became the absolute owner of :

ALL THAT piece and parcel of land measuring :

R.S./L.R. Dag No.	L.R. Khatian No.	Nature of Land	Absolute Ownership (asper Deeds)				
			K	-	CH	-	SFT.
985	1426	Sali	02	-	06	-	32
986	1426	Sali	02	-	00	-	00
1016	1426	Sali	03	-	01	-	00
1019	1426	Sali	02	-	03	-	00
1020	1426	Sali	01	-	13	-	00
			11	-	07	-	32

In total land measuring 11 (Eleven) Cottahs 7 (Seven) Chittacks 32 (Thirty Two) sq.ft. more or less, comprised in R.S./L.R. Dag Nos. 985, 986, 1016, 1019 & 1020, under R.S. Khatian Nos. 55, 257, 575 & 69, L.R. Khatian No. 1426, lying and situate at Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 174, 179, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas.

- 5.1.5.1 Absolute Recorded & Physical Ownership of Dolly Mondal : After measurement of the aforesaid land comprised in aforesaid several dag numbers and also considering the land recorded in the name of Dolly Mondal as per L.R. Record, the said Dolly Mondal, is the absolute owner of :

ALL THAT piece and parcel of land measuring :

R.S./L.R. Dag No.	L.R. Khatian No.	Nature of Land	Physical & Absolute Recorded Ownership				
			K	-	CH	-	SFT.
985	1426	Sali	02	-	06	-	32
986	1426	Sali	01	-	10	-	17
1016	1426	Sali	03	-	01	-	00
1019	1426	Sali	02	-	03	-	00
1020	1426	Sali	01	-	11	-	20
			11	-	00	-	24

In total physical and recorded land measuring 11 (Eleven) Cottahs 0 (Zero) Chittack 24 (Twenty Four) sq.ft. be the same a little more or less, comprised in R.S./L.R. Dag Nos. 985, 986, 1016, 1019 & 1020, under R.S. Khatian Nos. 55, 257, 575 & 69, L.R. Khatian No. 1426, lying and situate at Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 174, 179, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, A.D.S.R.O. formerly Bidhannagar, Salt Lake City now Rajarhat, New Town, within the local limit of Jyangra Hatiaara 2 No. Gram Panchayet, in the District North 24 Parganas, in the State of West Bengal, and morefully described in the First Schedule hereunder written.

5.2 CHAIN AND TITLE REGARDING OWNERSHIP OF SUJOY MONGAL @ SUJOY KRISHNA MONGAL, ONE OF THE PRESENT LANDOWNERS HEREIN, IN R.S./L.R. DAG NO. 1016, IN MOUZA - JATRAGACHI, AS FOLLOWS :-

5.2.1 Absolute Ownership of Santi Rani Dey under Deed No. 11409 for the year 1983 : One Santi Rani Dey, wife of Nripendra Chandra Dey was the absolute owner of land measuring 2 (Two) Cottahs 8 (Eight) Chittacks 0 (Zero) sq.ft. more or less out of land measuring 13.33 Decimals more or less out of the total land in dag measuring 40 Decimals more or less, comprised in R.S. Dag No. 1016, under R.S. Khatian No. 257, L.R. Khatian No. 790 (in the name of Rani Bala Mondal @ Rani Bala Dasi, wife of Late Lakshmi Kanta Mondal @ Late Lakshmi Pada Mondal), in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 174/179, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, by purchasing the same from one Rani Bala Dasi @ Rani Bala Mondal, wife of Late Lakshmi Pada Mondal @ Late Lakshmi Kanta Mondal, by the strength of a Registered Deed of Conveyance, registered on 28.11.1983, registered in the office of the Sub-Registrar, Cossipore Dum Dum and recorded in Book No. I, Volume No. 288, Pages 75 to 82, being Deed No. 11409 for the year 1983.

5.2.1.1 Demise of Santi Rani Dey : While in absolute possession and absolute ownership over the aforesaid plot of land, the said Santi Rani Dey died intestate, leaving behind her husband namely Nripendra Chandra Dey, only son namely Biswanath Dey and only married daughter namely Sona Rani Biswas, wife of Dukhiram Biswas, as her heirs and successors in interest in respect of the aforesaid property, left by the said Santi Rani Dey, since deceased.

5.2.1.2 Absolute Joint Ownership of (1) Nripendra Chandra Dey, (2) Biswanath Dey & (3) Sona Rani Biswas : Thus on the basis of the aforementioned facts and circumstances and on the basis of inheritance received from their deceased wife and deceased mother, Santi Rani Dey, the said (1) Nripendra Chandra Dey, (2) Biswanath Dey & (3) Sona Rani Biswas, became the absolute joint owners of the aforesaid plot of land measuring 2 (Two) Cottahs 8 (Eight) Chittacks 0 (Zero) sq.ft. more or less, comprised in R.S. Dag No. 1016, under R.S. Khatian No. 257, L.R. Khatian No. 790, in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 174/179, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.

- 5.2.1.3 Joint Sale by the said (1) Nripendra Chandra Dey, (2) Biswanath Dey & (3) Sona Rani Biswas to (1) Sujoy Mongal @ Sujoy Krishna Mongal & (2) Batokrishna Mongal : The said (1) Nripendra Chandra Dey, (2) Biswanath Dey & (3) Sona Rani Biswas jointly sold, transferred and conveyed the aforesaid plot of land measuring 2 (Two) Cottahs 8 (Eight) Chittacks 0 (Zero) sq.ft. more or less, comprised in R.S. Dag No. 1016, under R.S. Khatian No. 257, L.R. Khatian No. 790, in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 174/179, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to one (1) Sujoy Mongal @ Sujoy Krishna Mongal & (2) Batokrishna Mongal, both sons of Late Anil Krishna Mongal, by the strength of a Registered Deed of Conveyance, registered on 12.08.1994, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City and recorded in Book No. I, Volume No. 122, Pages 387 to 392, being Deed No. 5683 for the year 1994.
- 5.2.1.4 Absolute Joint Ownership of (1) Sujoy Mongal @ Sujoy Krishna Mongal & (2) Batokrishna Mongal under Deed No. 5683 for the year 1994 : Thus on the basis of the aforesaid Registered Deed of Conveyance, bearing Deed No. 5683 for the year 1994, the said (1) Sujoy Mongal @ Sujoy Krishna Mongal & (2) Batokrishna Mongal, became the absolute joint owners of the aforesaid plot of land measuring 2 (Two) Cottahs 8 (Eight) Chittacks 0 (Zero) sq.ft. more or less, comprised in R.S. Dag No. 1016, under R.S. Khatian No. 257, L.R. Khatian No. 790, in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 174/179, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, and each having undivided fifty percent share in the aforesaid plot of land.
- 5.2.1.5 Gift by the said Batokrishna Mongal to the said Sujoy Mongal @ Sujoy Krishna Mongal : The said Batokrishna Mongal gifted his undivided 50% share in the aforesaid total plot of land measuring 2 (Two) Cottahs 8 (Eight) Chittacks 0 (Zero) sq.ft. more or less i.e. land measuring 1 (One) Cottah 4 (Four) Chittacks 0 (Zero) sq.ft. more or less, comprised in R.S./L.R. Dag No. 1016, under R.S. Khatian No. 257, L.R. Khatian No. 790, in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 174/179, Pargana - Kalikata, P.S. formerly Rajarhat now New Town, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, to his co-owner and brother, the said Sujoy Mongal @ Sujoy Krishna Mongal, present owner herein, by the strength of a Registered Deed of Gift, registered on 18.02.2017, registered in the office of the A.D.S.R. Rajarhat, New Town and recorded in Book No. I, Volume No. 1523-2017, Pages 37448 to 37464, being Deed No. 152301251 for the year 2017.
- 5.2.1.6 Absolute Ownership of Sujoy Mongal @ Sujoy Krishna Mongal under (1) Deed No. 5683 for the year 1994 & (2) Deed No. 152301251 for the year 2017 : Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 5683 for the year 1994, and on the basis of the aforementioned Registered Deed of Gift, bearing Deed No. 152301251 for the year 2017, the said Sujoy Mongal @ Sujoy Krishna Mongal, present owner herein, became the absolute owner of ALL THAT piece and parcel of Sali land measuring 2 (Two) Cottahs 8 (Eight) Chittacks 0 (Zero) sq.ft. more or less, comprised in R.S./L.R. Dag No. 1016, under R.S. Khatian No. 257, L.R. Khatian No. 790, in Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 174/179, Pargana - Kalikata, P.S. formerly Rajarhat now New Town, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, and morefully described in the First Schedule hereunder written.
- 5.2.1.7 Record by Sujoy Mongal @ Sujoy Krishna Mongal : After having absolute sole ownership over the aforesaid total plot of land, the said Sujoy Mongal @ Sujoy Krishna Mongal duly recorded his name in the record of the L.R. Settlement in L.R. Khatian No. 2203.

6. REGISTERED DEVELOPMENT AGREEMENT & REGISTERED POWER OF ATTORNEY, EXECUTED BY THE SAID DOLLY MONDAL, AS FOLLOWS :-

6.1 Registered Development Agreement Executed by Dolly Mondal : The said Dolly Mondal entered into a Registered Development Agreement with the present Developer, J.P. Estate on 05.10.2016, for constructing a multi storied building on the said plot of land owned by her, with some terms and conditions morefully described in the said Development Agreement. The said Development Agreement was registered on 05.10.2016, registered in the office of the A.D.S.R. Rajarhat, New Town and recorded in Book No. I, Volume No. 1523-2016, Pages 322580 to 322629, being Deed No. 152310654 for the year 2016.

6.1.1 Registered Power of Attorney Executed by Dolly Mondal : The said Dolly Mondal executed a Registered Deed of Power of Attorney, appointing the J.P. Estate, Developer herein, as her constituted attorney. The said Power of Attorney was registered on 05.10.2016, registered in the office of the A.D.S.R. Rajarhat, New Town and recorded in Book No. I, Volume No. 1523-2016, Pages 328066 to 328066, being Deed No. 152310682 for the year 2016.

7. REGISTERED DEVELOPMENT AGREEMENT & REGISTERED POWER OF ATTORNEY, EXECUTED BY THE SAID SUJOY MONGAL @ SUJOY KRISHNA MONGAL, AS FOLLOWS :-

7.1 Registered Development Agreement Executed by Sujoy Mongal @ Sujoy Krishna Mongal : The said Sujoy Mongal @ Sujoy Krishna Mongal entered into a Registered Development Agreement with the present Developer, J.P. Estate on 28.01.2019, for constructing a multi storied building on the said plot of land owned by him, with some terms and conditions morefully described in the said Development Agreement. The said Development Agreement was registered on 28.01.2019, registered in the office of the A.D.S.R. Rajarhat, New Town and recorded in Book No. I, Volume No. 1523-2019, Pages 42355 to 42392, being Deed No. 152300935 for the year 2019.

7.1.1 Registered Power of Attorney Executed by Sujoy Mongal @ Sujoy Krishna Mongal : The said Sujoy Mongal @ Sujoy Krishna Mongal executed a Registered Deed of Power of Attorney, appointing the J.P. Estate, Developer herein, as her constituted attorney. The said Power of Attorney was registered on 28.01.2019, registered in the office of the A.D.S.R. Rajarhat, New Town and recorded in Book No. I, Volume No. 1523-2019, Pages 42393 to 42411, being Deed No. 152300963 for the year 2019.

8. AMALGAMATION, SANCTION OF BUILDING PLAN & CONSTRUCTION OF BUILDING/COMPLEX :

8.1 Amalgamation : The said (1) Dolly Mondal & (2) Sujoy Mongal @ Sujoy Krishna Mongal, amalgamated her/his respective plot of land into one single plot of land and said amalgamated plot of land is morefully described in the First Schedule hereunder written.

8.1.1 Sanction of Building Plan : The said Developer in the name of the said owners, (1) Dolly Mondal & (2) Sujoy Mongal @ Sujoy Krishna Mongal, sanctioned a building plan on the said amalgamated plot of land, from the concerned Executive Office, Rajarhat Panchayat Samity under Jyangra Hatiara 2 No. Gram Panchayet on 05.10.2020.

8.1.2 Construction of Building Complex : On the basis of the aforementioned sanctioned building plan, the said Developer, is constructing a multi storied building complex namely "UMANG

VIHAR” on the said amalgamated plot of land, consisting its three blocks namely ‘Block-A’, ‘Block-C’ & ‘Block-D’ morefully described in the First Schedule hereunder written.

9. BRIEF OF BUILT UP, COVERED & SUPER BUILT UP AREA :

9.1 Built Up Area/Lockable Area : Here Built up area/Lockable area means, the area in which the flat has been built. It includes carpet area of the flat plus cent percent of internal walls area plus fifty percent of the common partition wall between two units plus cent percent area covered by the individual wall for the said unit.

9.1.1 Total Covered Area : Here total covered area means, built up/lockable area of the flat plus proportionate area of common spaces like stairs, lift & lobby areas of that particular floor.

9.1.2 Super Built Up Area : Here super built up area means the total covered area plus proportionate share of 25% of total covered area (being service area).

10. APPROACH & ACCEPTANCE :

10.1 Approach & Acceptance : The Purchaser/s has/have approached the Developer for purchasing the SAID FLAT/SAID PROPERTY morefully described in the Second Schedule hereunder written, from Developer’s Allocation, and the Developer has accepted the same of the Purchasers conditional upon the Purchasers entering into this Agreement.

11. CONDITIONS PRECEDENT :

11.1 Acceptance of Conditions Precedent : The Parties have accepted and agreed that the following are and shall be the conditions precedent to this Agreement :

11.1.1 Financial and Other Capacity of Purchasers : The undertaking of the Purchasers to the Developer/Owners that the Purchasers have the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.

11.1.2 Satisfaction of Purchasers : The undertaking of the Purchasers to the Developer that the Purchasers are acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners/Developer, the Plans, all the background papers, the right of the Purchasers to enter into this Agreement and the extent of the rights being granted in favour of the Purchasers, and shall not raise any objection with regard thereto.

11.1.3 Measurement : As regards super built up area of the Said Property, the Parties confirm, accepts and assure each other that the certificate of Architect and/or Architects as may be appointed by the Developer from time to time shall be final and binding upon the Parties. At the time of delivery the Purchasers may appoint their own Architect for verifying the measurement. The net price (defined in Clause 9.1 below) shall increase or decrease on the basis of the final measurement.

11.1.4 Rights Confined to Said Property And Appurtenances : The undertaking of the Purchasers to the Developer that the right, title and interest of the Purchasers are confined only to the Said Property and Appurtenances and the Developer is entitled to deal with and dispose of all other portions of the Said Property and the Said building complex to third parties at the sole discretion of the Developer, to which the Purchasers, under no circumstances, shall be entitled to raise any objection.



- 11.1.5 Covenants : The mutual agreement and acceptance by and between the Parties that (1) the covenants of the Purchasers (Purchasers' Covenants) and the covenants of the Developer (Developer's Covenants) as mentioned below shall perpetually run with the land, (2) the Purchasers' Covenants and the Developer's Covenants (collectively Covenants) shall bind her and her successors-in-title or interest and (3) this Agreement is based on the undertaking that the Purchasers' Covenants and the Developer's Covenants shall be strictly performed by the Purchasers and Developer, respectively.
- 11.1.6 Common Portions Subject to Change : The mutual agreement and acceptance by and between the Parties that although the Common Portions is described in the Third Schedule below, the said description is only indicative and is not intended to bind the Developer in any manner. The Developer shall, in the absolute discretion of the Developer, be entitled to modify, improve or otherwise improvise upon the Common Portions and the Purchasers shall not have any claim, financial or otherwise, against the Developer for such change.
12. COMMENCEMENT AND VALIDITY :
- 12.1 Date of Commencement : This Agreement have commenced and shall be deemed to have commenced on and with effect from the date mentioned at the beginning of this Agreement.
- 12.1.1 Validity : This Agreement shall remain in force till such time the Said Property and Appurtenances is completed and possession thereof is delivered to the Purchasers and conveyance is done, unless terminated in the manner mentioned in this Agreement.
13. NET PRICE, PAYMENT AND EXTRAS :
- 13.1 Net Price : The total consideration for sale of SAID FLAT is Rs. ....../- (Rupees ..... only) @ Rs. .... (Rupees ..... ) per sq.ft. of super built up area (collectively Net Price), which the Parties confirm and accepts. The Net Price has been fixed by mutual consent and hence it shall not be covered to question by either Party provided however the Net Price shall vary proportionately and does not include the extras mentioned below.
- 13.1.1 Payment of Net Price : The Net Price shall be paid in the manner mentioned in the Fifth Schedule hereunder written and time being the essence of contract. The Purchasers agree and covenant not to claim any right or possession over and in respect of the Said Property and Appurtenances till such time the Purchasers have paid the entirety of the Net Price and paid or deposited all other amounts agreed to be paid or deposited under this Agreement.
- 13.1.2 Notice for Payment : On happening of each event mentioned in the chart above, the Developer shall give written notice to the Purchasers (Payment Notice), quantifying the amount payable by the Purchasers. Within 15 days of the date of the Payment Notice, the Purchasers shall (unconditionally, without demur and without raising any dispute about service/receipt of the Payment Notice), pay the amount quantified in the Payment Notice, failing which the Purchasers shall be deemed to be in default and the consequences. The Purchasers' covenants that the Purchasers shall regularly and punctually make payment of the installments of the Net Price in the manner mentioned in the Fifth Schedule hereunder written and this Agreement is and shall be deemed to be sufficient notice to the Purchasers about the obligation to make payment.
- 13.1.3 Extras : In addition to the Net Price mentioned above, the Purchasers shall also pay to the Developer the following (collectively Extras) :

13.1.4 Proportionately : Proportionately, costs, expenses, deposits and charges for :

- (a) Betterment Fees : Betterment or other levies that may be charged/imposed by any government authorities or statutory bodies on the Said Property and Appurtenances or its terms hereof.
- (b) Formation of Association : Formation of a body which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1972 and/or under the Co-operative Societies Act, 1983 (Association). The cost will be shared at actual and proportionately.
- (c) Taxes : If applicable, the purchasers shall pay GST any other tax and imposition levied by the State Government, Central Government or any other authority or body on the Developer, from time to time.

13.1.5 Wholly: Wholly, costs, expenses, deposits and charges towards :

- (a) Legal Fees, Stamp Duty and Registration Costs : Fees of Pinaki Chattopadhyay & Associates, Advocates (Legal Advisors), who have drawn this Agreement and shall exclusively draw all further documents including Deed of Conveyance. The fee shall be paid to the Developer who shall do all accounting with the Legal Advisors. Stamp Duty, Registration Fees and miscellaneous charges for this Agreement and further documents shall be borne by the Purchasers.
- (b) Additional Work : Increased costs due to any variation or additional/extra work over and above the specifications given in the Fourth Schedule below (Specifications) or Plans or extra work done for the Said Property as per desire of the Purchasers. Variation in Specifications shall mean variation/change of specifications subject to the approval of the concerned authority. Instruction in writing for such variation or additional/extra work as per the desire of the Purchasers should reach the Developer along with payment of the estimated expenses thereof, prior to execution of the work.
- (c) Mandatory Charges : The Purchasers herein agrees to pay over and above the total sale consideration of the said property to the Developer, as follows :
  - (i) Transformer Charges : Rs.50,000/-
  - (ii) Power Back up : Rs.40,000/-
  - (iii) Security Deposit : Rufundable Rs.10,000/-
  - (iv) 1 year maintenance charges @ Rs.2/- per sq.ft. of super built up area.
- (d) Personal Electric Meter : The Purchasers will bring Personal Electric Meter in the said flat at their own cost and expenses and the Developer will assist and sign all the relevant papers for obtaining the personal meter in the said flat.
- (e) Completion Certificate : The Developer will bear charges for obtaining Completion Certificate of the building charged by the concerned authority and/or authorities, and a copy of the same will be supplied to the Purchasers as and when the developer will receive the same from the concerned authority.

#### 14. CONSTRUCTION, COMPLETION OF SALE AND FACILITY MANAGER :

14.1 Construction by Developer : The Developer shall construct, complete and finish the Said Property and Appurtenances in accordance with the Plans or as may be recommended by Architect or such other Architects as may be appointed by the Developer from time to time as per specification mentioned in the Fourth Schedule below. The decision of the Architect of the Developer, regarding quality and workmanship shall be final and binding on the Parties.

14.1.1 Purchasers' Consent and Acceptance of Variations etc. : The Purchasers hereby consent to the variations, modifications or alterations as may be recommended by the Architect and hereby

further agrees not to raise any objection to the Developer and/or the Architect making such variations, modifications or alterations.

- 14.1.2 No Hindrance : The Purchasers shall not do any act, deed or thing, whereby the construction of the Said Property and Appurtenances and/or the Said building complex is in any way hindered or impeded.
- 14.1.3 Basic Duty of Purchasers : The Purchasers shall make all payments and perform all obligations as stipulated in this Agreement. The Purchasers shall not in any way commit breach of the terms and conditions herein contained.
- 14.1.4 Completion Time : Construction, finishing and making Registration of the Said Property habitable (1) in bare condition and (2) as per the Specifications, the decision of the Architect in this regard being final and binding], shall be done by the Developer within December, 2021 (Completion Date) provided however the Completion Date may be extended by a period of 3 (Three) months (Extended Period) at the option of the Developer. If the purchasers will not make registration and/or will not pay the total consideration within the stated period, then this present Agreement will be treated as cancelled and null and void in the eye of law and the developer will refund the consideration taken by him from the purchasers after deducting 20% of the total invested amount as demurrage charges.
- 14.1.5 Possession of Said Property : Upon construction, finishing and making the Said Property habitable, usable, the Developer shall hand over possession of the same to the Purchasers. With regard to possession, it is clarified as follows :
  - 14.1.5.1 All Payments Before Possession : Before the delivery of possession, the Purchasers shall pay to the Developer all amounts due and payable towards the Net Price and any sum payable towards Extras.
  - 14.1.5.2 Possession Notice and Date of Possession : Immediately after the Said Property is ready (in this regard the decision of the Architect shall be final and binding), the Developer shall serve a notice on the Purchasers (Possession Notice) and within 15 days from the date of the Possession Notice, the Purchasers shall take over physical possession of the Said Property (Date of Possession) after fulfilling all obligations under this Agreement, including payment of all amounts due to the Developer under this Agreement.
  - 14.1.5.3 Meaning of Completion : It shall not be obligatory for the Developer to complete the Common Portions in all respects before giving the Possession Notice to the Purchasers and the Said Property shall be deemed to have been completed in all regards if the same is made fit for habitation [(1) in bare condition and (2) as per the Specification, the decision of the Architect in this regard being final and binding].
  - 14.1.5.4 Complete Satisfaction on Possession : On the Date of Possession, the Purchasers shall be deemed to be completely satisfied with all aspects of the Said Property and Appurtenances, including the measurement of the Said Property, with regard to which the Purchasers shall accept the measurement of the Architect as final and binding.
  - 14.1.5.5 Commencement of Outgoings : From the Date of Possession or after 15 days of Possession Notice, all outgoings in respect of the Said Property shall become payable by the Purchasers.

- 14.1.6 Developer's Obligations : Subject to the Purchasers making payment of the Net Price and the Extras in the manner stipulated in this Agreement, the Developer hereby agrees :
- 14.1.6.1 Construction of the Said Property : To construct, finish and make the Said Property and transfer the same to the Purchasers.
- 14.1.6.2 Construction According to Specifications : To construct, finish and make the Said Property in accordance with the Plans and Specifications, reasonable variations expected.
- 14.1.6.3 Arrangement for Utilities for Construction Work : To make own arrangement for water and electricity required for construction.
- 14.1.7 Completion of Sale : The sale of the Said Property and Appurtenances shall be completed by execution and registration of conveyance in favour of the Purchasers provided the Purchasers tenders all amounts required for the same as mentioned hereinabove. The Legal Advisors shall draft the standard conveyance for the building and only such standard conveyance shall be used.
- 14.1.8 Facility Manager : The Purchasers shall pay Rs.2/- per sqft. primarily as maintenance charges to the Developer's appointed Facility Manager, from the date of possession upto the date of handing over of the building to the Ad-hoc Association of Flat owners, which are nominated by the Developer (Facility Manager).
15. PURCHASERS' COVENANTS AND DEVELOPER'S COVENANTS :
- 15.1 Purchasers' Covenants : The Purchasers covenants with the Developer and admits and accepts that :
- 15.1.1 Purchasers Aware of and Satisfied with Said Building complex and Construction : The Purchasers, upon full satisfaction and with complete knowledge of the Common Portions, Specifications and all other ancillary matters, is entering into this Agreement. The Purchasers have examined and are acquainted with the Said building complex to the extent already constructed and to be further constructed and has agreed that the Purchasers shall neither has nor shall claim any right over any portion of the Said building complex and the Said Property save and except the Said Property and Appurtenances.
- 15.1.2 Purchasers to Mutate and Pay Rates & Taxes and Common Expenses/Maintenance Charges : The Purchasers shall (1) pay the Common Expenses/Maintenance Charges and Rates & Taxes (proportionately for the Said building complex and wholly for the Said Property and Appurtenances, from the Date of Possession and until the Said Property and Appurtenances is separately mutated and assessed in favour of the Purchasers), on the basis of the bills to be raised by the Facility Manager, such bills being conclusive proof of the liability of the Purchasers in respect thereof and (2) have mutation completed at the earliest. The Purchasers further admits and accepts that (1) the Purchasers shall not claim any deduction or abatement in the bills of Facility Manager and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Facility Manager and (3) Units remaining unsold shall not be liable for payment of Common Expenses/Maintenance Charges until such time such Unit are sold and transferred.
- 15.1.3 Purchasers to Pay Interest for Delay and/or Default : The Purchasers shall pay, without raising any objection in any manner whatsoever and without claiming any deduction or abatement

whatsoever, all bills raised by the Facility Manager, within 7 days of presentation thereof, failing which the Purchasers shall pay interest @ 12% per annum, compoundable monthly, to the Facility Manager, such interest running till such payment is made. The Purchasers also admits and accepts that in the event such bills remain outstanding for more than 2 months, all common services shall be discontinued to the Purchasers and the Purchasers shall be barred from using the Common Portions. On the contrary, if the Developer will not deliver the possession within the stipulated period as aforesaid, then the Developer will be liable to pay 12% per annum on the amount paid by the Purchasers, to the Purchasers.

- 15.1.4 **Developer's Charge/Lien :** The Developer shall have the first charge and/or lien over the Said Property and Appurtenances for all amounts remaining outstanding from the Purchasers.
- 15.1.5 **No Obstruction by Purchasers to Further Construction :** The Developer is entitled to construct further floors on and above the top roof of the Said building complex and/or to make other constructions elsewhere in the Said Property along with fixation of hoardings, banners, dish antennas, mobile towers in the part of the ultimate roof of the building by the developer, and the Purchasers shall not obstruct or object to the same. The Purchasers also admits and accepts that the Developer and/or employees and/or agents and/or contractors of the Developer shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Purchasers shall not raise any objection in any manner whatsoever with regard thereto.
- 15.1.6 **Variable Nature of Land Share and Share In Common Portions :** (1) The Purchasers fully comprehend and accept that the Land Share and the Share In Common Portions is a notional proportion that the Said Property bears to the currently proposed area of the Said building complex, (2) the Purchasers fully comprehend and accept that if the area of the Said building complex is increased/recomputed by the Developer or if the Developer integrates/adds (Notionally or actually) adjacent lands and premises to the Said Property and the Said building complex (which the Developer shall have full right to do and which right is hereby unconditionally accepted by the Purchasers), then the Land Share and the Share In Common Portions shall vary accordingly and proportionately, (3) the Purchasers shall not question any variation (including diminution) of the Land Share In Common Portions as decided by the Developer, (4) the Purchasers shall not demand any refund of the Net Price paid by the Purchasers on ground of or by reason of any variation of the Land Share and the Share In Common Portions and (5) the Purchasers fully comprehend and accept that the Land Share and the Share In Common Portions is not divisible and partible. The Purchasers shall accept (without demur) the proportionate share with regard to various matters, as determined at the absolute discretion of the Developer.
- 15.1.7 **Cost of Formation of Association :** The Purchasers shall share the actual cost of formation of the Association, proportionately.
- 15.1.8 **Obligations of the Purchasers :** On and from the Date of Possession, the Purchasers shall :
- (a) **Co-operate in Management and Maintenance :** Co-operate in the management and maintenance of the Said building complex and the Said Property by the Facility Manager.
  - (b) **Observing Rules :** Observe the rules framed from time to time by the Facility Manager/Association for the beneficial common enjoyment of the Said building complex and the Said Property.
  - (c) **Paying Electricity Charges :** Pay for electricity and other utilities consumed in or relating to the Said Property and Appurtenances and the Common Portions.

- (d) Meter and Cabling : Be liable to draw the electric lines/wires from the meter installation area to the Said Flat only through the duct and pipes provided therefor, ensuring that no inconvenience is caused to the Developer or to the other Purchasers. The main electric meter shall be installed only at the common meter space in the Said building complex. The Purchasers shall, similarly, use the ducts and pipes provided for TV, broadband, data cables and telephone cables and shall under no circumstances be entitled to string wires and cables through any other part or portion of the Said building complex and/or the Said Property.
- (e) Residential Use : Use the Said Property for residential purpose only. Under no circumstances shall the Purchasers use or allow to be used the Said Property for commercial, industrial or other non-residential purposes. The Purchasers shall also not use the Said Property as a religious establishment, guest house, serviced apartment, mess, chummary, hotel, restaurant, nursing home, club, school or other public gathering place.
- (f) No Alteration :Not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said building complex and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat without the permission in writing of the Developer. In the event the Purchasers make the said alterations/changes, the Purchasers shall compensate the Developer as estimated by the Developer.
- (g) No Structural Alteration :Not alter, modify or in any manner change the structure or any civil construction in the Said Property and Appurtenances or the Common Portions or the Said building complex.
- (h) No Sub-Division :Not sub-divide the Said Property and Appurtenances and the Common Portions, under any circumstances.
- (i) No Changing Name :Not change/alter/modify the names of the Said building complex from those mentioned in this Agreement.
- (j) No Nuisance and Disturbance :Not use the Said Property or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said building complex and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.
- (k) No Storage : Not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- (l) No Obstruction to Developer/Association : Not obstruct the Developer/Association (upon formation) in their acts relating to the Common Portions and not obstruct the Developer in constructing on the top roof of the Said building complex and selling and granting rights to any person on any part of the Said building complex (excepting the Said Property and Appurtenances).
- (m) No Obstruction of Common Portions : Not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Property.
- (n) No Violating Rules : Not violate any of the rules and/or regulations laid down by the Facility Manager/Association for the use of the Common Portions.
- (o) No Throwing Refuse : Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated therefor.
- (p) No Injurious Activities : Not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Property, or the Common Portions.
- (q) No Storing Hazardous Articles : Not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Property.
- (r) No Signboard : Not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Property/Said building complex save at the place or places provided therefor provided that this shall not prevent the Purchasers from displaying a standardized name plate outside the main door of the Said Flat.

- (s) No Drawing Wire/Cable : Not affix or draw any wire, cable or pipe from, to or through any Common Portions or outside walls of the Said building complex save in the manner indicated by the Facility Manager/Association.
- (t) No Floor Damage : Not keep any heavy articles or things, which are likely to damage the floors or operate any machine save usual home appliances.
- (u) No Installing Generator : Not install or keep or run any generator in the Said Property.
- (v) No Use of Machinery : Not install or operate any machinery or equipment except household appliances.

15.1.9 Roof Rights : A demarcated portion of the top roof of the Said building complex shall remain common to all residents of the Said building complex (Common Roof) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Said building complex shall belong to the Developer with right of exclusive transfer and the Purchasers specifically agrees not to do any act, which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said building complex as aforesaid, the Developer shall always have the right of further construction on the entirety of the top roof (by taking permission from the concerned authorities) and the Purchasers specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all residents of the Said building complex.

15.1.10 No Right in Other Areas : The Purchasers shall not have any right in the other portions of the Said Property and the Purchasers shall not raise any dispute or make any claim with regard to the Developer either constructing or not constructing on the said other portions.

15.2 Developer's Covenants : The Developer covenants with the Purchasers and admits and accepts that :

15.2.1 Completion of Transfer : Subject to the Purchasers performing the terms and conditions of this Agreement, the transfer of the Said Property and Appurtenances shall be completed by the Developer by executing conveyance in favour of the Purchasers.

15.2.2 No Creation of Encumbrance : The Developer shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Purchasers in respect of the Said Property and Appurtenances, subject to the Purchasers fulfilling all terms, conditions and obligations of this Agreement.

15.2.3 Documentation for Loan : The Developer shall provide to the Purchasers all available documents for the Purchasers availing loan from Banks and Financial Institutions to finance the purchase of the Said Property and Appurtenances.

## 16. TERMINATION AND ITS EFFECT :

16.1 Cancellation by Purchasers : The Purchasers shall have the right to terminate this Agreement at any time and if the Purchasers does so, the Developer shall refund to the Purchasers all payments received till that date, without any interest, after deducting 20% of the investment amount including cost of cancellation of registration of this agreement.

16.2 Breach of Purchasers' Covenants :

16.2.1 For Non-Registered Agreement : In that event the Purchasers (1) fails to make payment of the Net Price and any other amount payable to the Developer hereunder, or (2) fails to perform

the obligations on the part of the Purchasers to be performed in terms of this Agreement or (3) neglects to perform any of the Purchasers' Covenants, this Agreement Shall, at the option of the Developer, stand cancelled and/or rescinded, upon which the Developer shall refund to the Purchasers all payments received till that date, without any interest, after deducting 12% of the investment amount. Payments made by the Purchasers for up-gradation shall be non-refundable. In the event the Developer condone the delay of any payment due under this Agreement, the Purchasers shall be liable to pay interest @ 12% per annum for the period of delay (computed from the date the payment became due till the date of payment) on all amounts due and outstanding. If delay happens in Developer side, the Developer will be liable to pay @ 12% per annum for the period of delay or if the Developer fails to handover the said property within the said mentioned time, the Developer will be liable to refund the up-to-date payment with @ 12% per annum. However, such right of condonation is exclusively vested in the Developer and the Purchasers shall not be entitled to demand condonation as matter of right.

16.2.2 For Registered Agreement : When under the request of the said Purchasers, the Agreement has been registered by the Developer, then the total consideration of the said property must be paid in accordance with the Payment Schedule attached herewith. The Developer will wait for next 90 days for due payment with interest @ 12% per annum thereafter, the Registered Agreement for Sale will be treated as cancelled and will be cancelled automatically. The Developer will send the amount invested by the Purchasers after deducting 5% of the invested amount as demurrage by cheque/draft in the names of the Purchasers / bank before cancellation of the agreement and on issue of the cheque/draft, the agreement will be treated as cancelled. The Developer will have every power to sell the said property to any third parties without any further notice to the Purchasers and / or their banker. The Payment Schedule is the essence of this Agreement.

16.3 Transfer before Registration : In case, Purchasers wish to assign / nominate their rights in favour of another person (before Registration of Said Property), then amount calculated @ 5% of Total Sale Value shall be charged from the Purchasers as Assignment / Nomination charges.

## 17. TAXES :

17.1 Obligation Regarding Taxes : In the event of the Developer being made liable for payment of any tax (excepting Income Tax), duty, levy or any other liability under any statute or law for the time being in force or enforced in future or if the Developer is advised by its consultant that the Developer is liable or shall be made liable for payment of any such tax, duty, levy or other liability on account of the Developer having agreed to perform the obligations under this Agreement or having entered into this Agreement, then and in that event, the Purchasers shall be liable to pay all such tax, duty, levy or other liability and hereby agrees to indemnify and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The taxes, duties, levies or other liabilities so imposed or estimated by the Developer's consultant shall be paid by the Purchasers at or before the Date of Possession.

## 18. DEFECTS :

18.1 Decision of Architect Final : If any work in the Said Property and Appurtenances is claimed to be defective by the Purchasers, the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties. If directed by the Architect, the



Developer shall at own costs remove the defects. This will however not entitle the Purchasers to refuse to take possession of the Said Property.

19. ASSOCIATION AND RULES :

19.1 Transfer of Deposits : The maintenance deposit mentioned in this Agreement is to be paid by the Purchasers to the Developer and shall be held by the Developer free of interest and shall be transferred (if not adjusted against any arrears of payments) to the Association.

19.2 Rules of Use : The Said Property Appurtenances shall be held by the Purchasers subject to such rules and regulations as may be made applicable by the Association from time to time.

19.3 Covenants Regarding Use : The Purchasers agrees that the Purchasers shall use the Said Property and Appurtenances subject to the following restrictions:

19.3.1 No Misuse of Water : The Purchasers shall not misuse or permit to be misused the water supply to the Said Property.

19.3.2 Damages to Common Portions : All damages to the Common Portions caused by the Purchasers and/or family members, invitees or servants of the Purchasers shall be compensated for by the Purchasers.

19.3.3 No Unlawful Acts : The Purchasers shall not do any unlawful act and shall abide by all bye-laws and/or rules and regulations, which may be framed by the Facility manager or the Association.

19.3.4 Notification Regarding Letting : If the Purchasers let out or sells the Said Property and Appurtenances or portion thereof, the Purchasers shall immediately notify the Facility Manager/Association of the tenant's/transferee's address and telephone number and the identity.

20. FORCE MAJEURE :

20.1 Circumstances of Force Majeure : The Developer not be held responsible for any consequences or liabilities under this Agreement if the Developer is prevented in performing the obligations by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God, (2) acts of Nature, (3) acts of War, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (9) strike by material suppliers, workers and employees, (10) delay on account of receiving statutory permissions, (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, (12) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulatins (collectively Circumstances of Force Majeure).

21. MISCELLANEOUS :

21.1 Indian Law : This Agreement shall be subject to Indian Law.

21.2 One Transaction : This Agreement relates to the transaction recorded and contemplated herein and no other transaction.

- 21.3 Confidentiality and Non-Disclosure : The Parties shall keep confidential all non-public information and documents concerning the transaction herein, unless compelled to disclose such information/documents by judicial or administrative process.
- 21.4 No Claim of Un-Enforceability : This Agreement is executed by the Parties under legal advice, out of free will and without any duress or coercion. Hence, none of the Parties shall have the right to claim un-enforceability of this Agreement.
- 21.5 Agreement Personal to Purchasers : This Agreement is personal and the Purchasers shall not be entitled to transfer any right without the consent in writing of the Developer. The Purchasers admits and accepts that the Purchasers shall not nominate or assign the right under this Agreement without the written consent of the Developer.
22. NOTICE :
- 22.1 Mode of Service : Notices under this Agreement shall be served by e-mail or messenger or registered post/speed post with acknowledgment due at the above mentioned addresses of the Parties, unless the address is changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on sending out the e-mail, (2) on the date of delivery, if sent by messenger and (3) on the 4th day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties.
23. ALTERNATIVE DISPUTE RESOLUTION :
- 23.1 Disputes : Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes) shall be referred to the Arbitral Tribunal described in Clause 19.1.1 below and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that :
- 23.1.1 Constitution of Arbitral Tribunal : The Arbitral Tribunal shall consist of one arbitrator, who shall be an Advocate, to be nominated by the Developer.
- 23.1.2 Place : The place of arbitration shall be Kolkata only.
- 23.1.3 Binding Effect : The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Dispute and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.
24. JURISDICTION :
- 24.1 District Court : In connection with the aforesaid arbitration proceeding, only the District Judge, North 24 Parganas District and the High Court at Kolkata shall have jurisdiction to entertain and try all actions and proceedings.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**[Description of Amalgamated Plot of Land]**

ALL THAT piece and parcel of a demarcated and amalgamated plot of land measuring 13 (Thirteen) Cottahs 15 (Fifteen) Chittacks 32 (Thirty Two) sq.ft. be the same a little more or less [but in physical measurement of the said land is 14 (Fourteen) Cottahs 3 (Three) Chittacks 23 (Twenty Three) sq.ft. more or less)], lying and situate at Mouza - Jatragachi, J.L. No. 24, Re. Sa. No. 195, Touzi No. 174, 179, Hal Touzi No. 10, Pargana - Kalikata, P.S. formerly Rajarhat now New Town, comprised in R.S./L.R. Dag Nos. 985, 986, 1016, 1017, 1019 & 1020, under R.S. Khatian Nos. 55, 257, 575 & 69, L.R. Khatian Nos. 1426 & 2203, A.D.S.R.O. formerly Bidhannagar, Salt Lake City now Rajarhat, New Town, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, P.O. New Town, in the District North 24 Parganas, in the State of West Bengal. The amalgamated plot of land is butted & bounded as follows :-

ON THE NORTH	:	.....
ON THE SOUTH	:	.....
ON THE EAST	:	.....
ON THE WEST	:	.....

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**[Description of Flat]**  
**[Subject Matter of Agreement]**

ALL THAT piece and parcel of one independent residential flat, being Flat No. '.....', on the ..... Floor, ..... Side, in 'Block-...', measuring ..... Square Feet be the same a little more or less of Super Built Up area, consisting ..... Bed Rooms, One Living-cum-Dining, One Kitchen, ..... Toilets & ..... Balcony, lying and situate in the said building complex namely "UMANG VIHAR" constructed upon the land described in the First Schedule hereinabove, together with undivided proportionate share of land, common areas, common amenities, common facilities of the said property lying in the said building complex.

**Part - II**  
**[Description of share of land]**

ALL THAT piece or parcel of proportionate impartible share of land morefully and specifically described in the First Schedule hereinbefore.

**Part - III**  
**[Description of share of common areas & common amenities]**

ALL THAT piece or parcel of proportionate impartible share of common areas and common amenities morefully and specifically described in the Third Schedule hereinafter.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**[Common Portions]**

Building Level :

- :: Lobbies on all floors and staircase of the Said building complex.
- :: Lift machine room and lift well of the Said building complex.
- :: Water reservoirs/tanks of the Said building complex.
- :: Water supply, pipeline in the Said building complex (save those inside any Unit).
- :: Drainage and sewage pipeline in the Said building complex (save those inside any Unit).

- :: Wiring, fittings and accessories for lighting of lobbies, staircase and other common portions of the Said building complex.
- :: Space for Electricity meters.
- :: Lift and allied machinery in the building complex.
- :: Ultimate roof of the building will be treated as common space.
- Complex Level :
- :: Water Treatment Plant & 24 hour water supply arrangement.
- :: Water pump/s and motor/s.
- :: Central drainage and sewage pipeline and connection with Municipality.
- :: Wiring, fittings and accessories for lighting of common portions.
- :: Installations for receiving and distributing electricity from supply agency.
- :: Boundary walls and main gates.
- :: C.C. T.V.
- :: A.C. Community Hall, Gym, Swimming Pool, Temple.
- :: Fire extinguisher.
- :: 24x7 Power backup.
- :: 24x7 Security Guards.
- :: Other such common areas, fittings and installations as may be specified by the developer to be common areas fittings and installations/equipments.

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

##### **[Specifications]**

1. STRUCTURE : Building designed with R.C.C. Frame structure which rest on individual column, design approved by the competent authority.
2. EXTERNAL WALL : 10" thick ash brick wall and plastered with cement mortar.
3. INTERNAL WALL : 3" thick brick wall and plastered with cement mortar.
4. FLOORING : Flooring is of flat will be of Tiles.
5. BATH ROOM : Bath room fitted upto 5'-6" height with glazed tiles of standard brand.
6. KITCHEN : Cooking platform and sink will be of Steel Sink with 2'-6" height standard tiles above the platform to protect the oil spot.
7. TOILET : European type commode with standard P.V.C. ISI Cistern. All fittings are in standard type. One wash hand basin is in dining space.  
Common Toilet : One two pin mixture bibcock. One shower, one Tap.  
Attached Toilet : One shower and two CP Bibcock.
8. DOORS : Sal Wood Frame. All doors including Main Door & Other door palla of the flat of flash door.
9. WINDOWS : UPVC Sliding with grill.
10. WATER SUPPLY : Water supply around the clock is assured for which necessary 4" CRI Submartible pump/deep tube well will be installed.
11. PLUMBING : Toilet concealed wiring with PVC Pipe (Supreme) all fittings are standard quality (ESSCO/AQUAFINA BRAND).
12. BALCONY : Upto 3'-0" height grill will be provided in the balcony.
13. LIFT : Four persons capacity lift will be provided in each block of the building complex.

#### **ELECTRICAL WORKS :**

1. Full concealed wiring with copper conduit and proper earthing point.
2. In Bed Room : Three light points, only one 5 amp. plug point, one fan point. One A.C. Point with Stater in all the bedrooms of the flat.
3. Living/Dining Room : Two light points, One Fan point, one 5 amp. plug, one 15 amp. plug (as per required area).
4. Kitchen : One light point, one exhaust fan point and one 15 amp. plug point.
5. Toilet : One light point, one 15 amp. plug point, one exhaust fan point. Only one gyzer point in common toilet.

6. Verandah : One light point.
7. One light point at main entrance and 32 amp. MCB with earthing.
8. Calling Bell : One calling bell point at the main entrance.
9. 6' height boundary wall around the total building area.
10. Water proof cement roof flooring of the building.

**PAINTING :**

- a) Inside wall of the flat will be finished with J.K. or Birla wall putty and external wall with weather coat (Assian Paint or equivalent).
- b) All door and windows frame painted with two coats white primer.

**EXTRA WORK :** Any work other then specified above would be regarded as extra work for which separate payment is required to be made.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**[Mode of Payment]**

**Part - I**

Total Consideration for Said Property Rs. ....

**Part - II**

On or before Agreement	Rs. ....
On completion of Foundation	Rs. ....
On completion of First Floor Roof Casting	Rs. ....
On completion of Second Floor Roof Casting	Rs. ....
On completion of Third Floor Roof Casting	Rs. ....
On completion of Fourth Floor Roof Casting	Rs. ....
On completion of Brick Works in the respective flat	Rs. ....
On completion Flooring & Electrical & Plumbing	Rs. ....
On Possession/Registration of Deed of Conveyance [Rest amount]	Rs. ....
<b>TOTAL :</b>	Rs. ....

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

**[Common Expenses / Maintenance Charges]**

1. Common Utilities : All charges and deposits for supply, operation and maintenance of common utilities.
2. Electricity : All charges for the electricity consumed for the operation of the common machinery and equipment of the Said building complex.
3. Fire Fighting : Cost of operating and maintaining the fire-fighting equipments and personnel, if any.
4. Association : Establishment and all other capital and operational expenses of the Association.
5. Litigation : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
6. Maintenance : All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the common portions [including the exterior or interior (but not inside any unit) walls of the Said building complex].
7. Operational : All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, D.G. Set, changeover switches, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the common portions.

8. Rates and Taxes : Municipal Tax, surcharge, Water Tax and other levies in respect of the Said building complex save those separately assessed on the buyer.
9. Staff : The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits.

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

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata

In presence of :-

1.

Jeetendra Prasad Singh  
As Constituted Attorney of  
(1) Dolly Mondal & (2) Sujoy Mongal  
@ Sujoy Krishna Mongal  
Landowners/Vendors

Purchaser

Jeetendra Prasad Singh  
Proprietor of  
J.P. Estate  
Developer

### MEMO OF CONSIDERATION

Received on or before executing of this present Agreement, a sum of Rs..... (Rupees ..... ) only as part of the total consideration of the said flat, which is morefully mentioned in the Second Schedule herein above written, from the above named purchaser, as per Money Receipt given to the purchaser, as follows :-

Transfer/Cheque No.	Date	Bank & Branch	Amount
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Witnesses :-

1.

2.

Jeetendra Prasad Singh  
Proprietor of  
J.P. Estate  
Developer

DATED THE      DAY OF      2020

AGREEMENT FOR SALE

BETWEEN

Dolly Mondal  
Sujoy Mongal  
@ Sujoy Krishna Mongal  
Landowners/Vendors

Purchaser

J.P. Estate  
Developer

Drafted By  
Pinaki Chattopadhyay & Associates  
Advocates  
Sangita Apartment, Ground Floor  
Teghoria Main Road  
Kolkata - 700 157  
Ph. : 2570 8471

Composed By  
Gopa Dasgupta  
Teghoria Main Road  
Kolkata - 700 157