

**DRAFT FOR APPROVAL**

**AGREEMENT FOR SALE**

**This Agreement for Sale (Agreement)** executed on this \_\_\_\_\_ (date) day of \_\_\_\_\_(Month), 2019.

**By and Between**

**RISHINOX BUILDWELL LLP** a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its Registered Office at Unit 306, DLF Galleria, New Town, Rajarhat, Police Station Newtown, Post Office Rajarhat, Kolkata-700156 (PAN AAVFR1692Q); represented by its Authorized Representative **Mr. Biswajit Bhattasali** (Aadhaar No. **286966882978**) son of Late **Birendra Chandra Bhattasali** residing at Zeosh Kuthir, Kodbetala, Patulia, Khardah Post Office Patulia Police Station Khardah Kolkata-700119 having PAN AKXPB8334H authorized vide resolution dated 16.05.2018; hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns);

AND

\_\_\_\_\_ (Aadhar No. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_ years residing at \_\_\_\_\_ having PAN \_\_\_\_\_ and ....hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include heirs, executors, administrators, successors-in-interest and permitted assigns).

AND

**(1) MUCHMORE VINIMAY PRIVATE LIMITED**, (having CIN No. U51909WB2013PTC197936 and PAN AAICM9045Q) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(2) JANNAT TRADECOM PRIVATE LIMITED**, (having CIN No. U51909WB2011PTC168295 and PAN AACJ6786H) a Company incorporated under the Companies Act, 1956 having its correspondence office at 16A, Shakespeare Sarani, 5<sup>th</sup> Floor, New B K Market, Kolkata -700071, Police Station Park Street Post office Park Street, **(3) WELTIME TIE-UP PRIVATE LIMITED**, (having CIN No. U51909WB2011PTC168292 and PAN AACBW1467D) a Company incorporated under the Companies Act, 1956 having its correspondence office at 16A, Shakespeare Sarani, 5<sup>th</sup> Floor, New B K Market, Kolkata -700071, Police Station Park Street Post office Park Street, **(4) MEANTIME DEVELOPERS PRIVATE LIMITED**, (having CIN No. U70102WB2013PTC197930 and PAN AAICM9040M) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(5) DHANAASHA HOMES PRIVATE LIMITED**, (having CIN No. U70102WB2013PTC197901 and PAN AAECD8489M) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(6) LABHESHWARI RESIDENCY PRIVATE LIMITED**, (having CIN No. U70102WB2013PTC197925 and PAN AACCL5833B) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(7) VISHNUDHAM TRADECON PRIVATE LIMITED**, (having CIN No. U51909WB2013PTC197948 and PAN AAECV6279P) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001, Police Station Hare Street, Post office GPO, **(8) DELIGHT VINTRADE PRIVATE LIMITED**, (having CIN No. U51909WB2011PTC162951 and PAN AADCD8946Q) a Company incorporated under the Companies Act, 1956 having its correspondence office at 16A, Shakespeare Sarani, 5<sup>th</sup> Floor, New B K Market, Kolkata -700071, Police Station Park Street Post office Park Street, **(9) JAGVANDANA COMMODOEAL PRIVATE LIMITED**, (having CIN No. U51909WB2013PTC197855 and PAN AADCJ2089G) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104,

Kolkata-700001, Police Station Hare Street, Post office GPO, **(10) MODAKPRIYA PLAZZA PRIVATE LIMITED**, (having CIN No. U70102WB2013PTC197858 and PAN AAICM9140J)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(11) KHUSHBOO TRADECON PRIVATE LIMITED**, (having CIN No. U51909WB2011PTC156743 and PAN AAECK1912C)a Company incorporated under the Companies Act, 1956 having its correspondence office at 16A, Shakespeare Sarani, 5<sup>th</sup> Floor, New B K Market, Kolkata -700071, Police Station Park Street Post office Park Street, **(12) KAILASHDHAM DEALCOM PRIVATE LIMITED**, (having CIN No. U51909WB2013PTC197856 and PAN AAFCK3580R)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001, Police Station Hare Street, Post office GPO, **(13) MORIYA ENCLAVE PRIVATE LIMITED**, (having CIN No. U70102WB2013PTC197841 and PAN AAICM9038P)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(14) FUNIDEA TOWERS PRIVATE LIMITED**, (having CIN No. U70102WB2013PTC197849 and PAN AACCF2955Q)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001, Police Station Hare Street, Post office GPO, **(15) SAFAL TRADECOM PRIVATE LIMITED**, (having CIN No. U51909WB2011PTC168288 and PAN AAQCS4075A) a Company incorporated under the Companies Act, 1956 having its correspondence office at 16A, Shakespeare Sarani, 5<sup>th</sup> Floor, New B K Market, Kolkata -700071, Police Station Park Street Post office Park Street, **(16) PANCHDHAN VYAPAAR PRIVATE LIMITED**, (having CIN No. U51909WB2013PTC197908 and PAN AAHCP4433A)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(17) PRANIT VINIMAY PRIVATE LIMITED**, (having CIN No. U51909WB2011PTC156733 and PAN AAFCP7874F)a Company incorporated under the Companies Act, 1956 having its correspondence office at 16A, Shakespeare Sarani, 5<sup>th</sup> Floor, New B K Market, Kolkata -700071, Police Station Park Street Post office Park Street, **(18) KARAN VINIMAY PRIVATE LIMITED**, (having CIN No. U51909WB2011PTC156741 and PAN AAECK1913D)a Company incorporated under the Companies Act, 1956 having its correspondence office at 16A, Shakespeare Sarani, 5<sup>th</sup> Floor, New B K Market, Kolkata -700071, Police Station Park Street Post office Park Street, **(19) MEANTIME DEALCOM PRIVATE LIMITED**, (having CIN No. U51909WB2013PTC197850 and PAN AAICM9076B)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(20) ASPIRE DEALERS PRIVATE LIMITED**, (having CIN No. U51909WB2011PTC168313 and PAN AAJCA8756B) a Company incorporated under the Companies Act, 1956 having its correspondence office at 16A, Shakespeare Sarani, 5<sup>th</sup> Floor, New B K Market, Kolkata -700071, Police Station Park Street Post office Park Street, **(21) MANINAGAR DEALCOM PRIVATE LIMITED**, (having CIN No. U51909WB2013PTC197929 and PAN AAICM9039N)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(22) AAREN VINIMAY PRIVATE LIMITED**, (having CIN No. U51909WB2011PTC156742 and PAN AAJCA0782B)a Company incorporated under the Companies Act, 1956 having its correspondence office at 16A, Shakespeare Sarani, 5<sup>th</sup> Floor, New B K Market, Kolkata -700071, Police Station Park Street Post office Park Street, **(23) PRIMARY COMMODEAL PRIVATE LIMITED**, (having CIN No. U51909WB2011PTC162933 and PAN AAGCP0901Q)a Company incorporated under the Companies Act, 1956 having its correspondence office at 16A, Shakespeare Sarani, 5<sup>th</sup> Floor, New B K Market, Kolkata -700071, Police Station Park Street Post office Park Street, **(24) OVERGROW PLAZZA PRIVATE LIMITED**, (having CIN No. U70102WB2013PTC197830 and PAN AABCO9200G)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post

office GPO, **(25) NIRMALKUNJ HIGHRISE PRIVATE LIMITED**, (having CIN No. U70102WB2013PTC197949 and PAN AAECN5007D)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(26) MANGALNAYAK HOMES PRIVATE LIMITED**, (having CIN No. U70102WB2013PTC197851 and PAN AAICM9077A)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001, Police Station Hare Street Post office GPO, **(27) HIGHVIEW VINIMAY PRIVATE LIMITED**, (having CIN No. U51909WB2011PTC164279 and PAN AACCH6949J),a Company incorporated under the Companies Act, 1956 having its correspondence office at 16A, Shakespeare Sarani, 5<sup>th</sup> Floor, New B K Market, Kolkata -700071, Police Station Park Street Post office Park Street, **(28) TEENLOK NIRMAN PRIVATE LIMITED**, (having CIN No. U70102WB2013PTC197843 and PAN AAECT8146R) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(29) AANYA COMMOTRADE PRIVATE LIMITED**, (having CIN No. U51909WB2011PTC156744 and PAN AAJCA0781C)a Company incorporated under the Companies Act, 1956 having its correspondence office at 16A, Shakespeare Sarani, 5<sup>th</sup> Floor, New B K Market, Kolkata -700071, Police Station Park Street Post office Park Street, **(30) MAKELIFE PROMOTERS PRIVATE LIMITED**, (having CIN: U70102WB2013PTC197928 and PAN AAICM9015E)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(31) MURLIDHAR DEALCOM PRIVATE LIMITED**, (having CIN: U51909WB2013PTC197937 and PAN AAICM9041L) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001, Police Station Hare Street, Post office GPO, **(32) ROSELIFE PLAZZA PRIVATE LIMITED**, (having CIN: U70102WB2013PTC197842 and PAN AAGCR6643B) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(33) RANGARANG DEALCOM PRIVATE LIMITED**, (having CIN: U51909WB2013PTC197906 and PAN AAGCR6733G)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001, Police Station Hare Street, Post office GPO, **(34) LINKSTAR APPARTMENTS PRIVATE LIMITED**, (having CIN: U70102WB2013PTC197831 and PAN AACCL5834G)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(35) LAXMIDHAN VINCOM PRIVATE LIMITED**, (having CIN: U51909WB2013PTC197907 and PAN AACCL5845K)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(36) LABHESHWARI COMMODEAL PRIVATE LIMITED**, (having CIN: U51909WB2013PTC197840 and PAN AACCL5832A)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001, Police Station Hare Street Post office GPO, **(37) KESARINANDAN VYAPAR PRIVATE LIMITED**, (having CIN: U51909WB2013PTC197927 and PAN AAFCK3532P)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001, Police Station Hare Street Post office GPO, **(38) KAILASHDHAM RESIDENCY PRIVATE LIMITED**, (having CIN: U70102WB2013PTC197904 and PAN AAFCK3552M)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(39) FUNIDEA DEALCOMM PRIVATE LIMITED**, (having CIN: U51909WB2013PTC197902 and PAN AACCF2956P)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old

Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(40) DHANAASHA COMMODEAL PRIVATE LIMITED**, (having CIN: U51909WB2013PTC197829 and PAN AAECD8448E)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(41) ARROWLINE COMMODEAL PRIVATE LIMITED**, (having CIN: U51909WB2013PTC197881 and PAN AAMCA1369F)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(42) APNAPAN TRADECOM PRIVATE LIMITED**, (having CIN: U51909WB2013PTC197926 and PAN AAMCA1320L)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(43) LINKPLAN RESIDENCY PRIVATE LIMITED**, (having CIN: U70102WB2013PTC197865 and PAN AACCL5842Q)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(44) MITHIL TRADECOM PRIVATE LIMITED**, (CIN No. U51909WB2013PTC197857 and having PAN AAICM9139R)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(45) BLUESNOW NIKETAN PRIVATE LIMITED**, (CIN No. U70102WB2013PTC197854 and having PAN AAFCB7118N)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(46) SUBHKARI DEALCOM PRIVATE LIMITED**, (CIN No. U51909WB2013PTC197909 and having PAN AATCS8398H)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(47) BRIJDHARA TRADECOM PRIVATE LIMITED**, (CIN No. U51909WB2013PTC197882 and having PAN AAFCB7081C)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(48) JAGVANDANA CONSTRUCTIONS PRIVATE LIMITED**, (CIN No. U70102WB2013PTC197903 and having PAN AADCJ2068D)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(49) DEEPSHIKA VINCOM PRIVATE LIMITED**, (CIN No. U51909WB2013PTC197900 and having PAN AAECD8488L)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(50) BOSSLIFE ENCLAVE PRIVATE LIMITED**, (CIN No. U70102WB2013PTC197863 and having PAN AAFCB7080D) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **And (51) NIRMALMAYA COMMODEAL PRIVATE LIMITED**, (having CIN U51909WB2013PTC197947 and PAN AAECN5008N)a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001, Police Station Hare Street, Post office GPOall Owners (1) to (51) represented by their Constituted Attorney \_\_\_\_\_(represented by its Authorized Signatory \_\_\_\_\_son of Late \_\_\_\_\_residing at \_\_\_\_\_ Post Office \_\_\_\_\_Police Station \_\_\_\_\_ Kolkata-\_\_\_\_\_having PAN \_\_\_\_\_); hereinafter referred to as the **“Owners”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their successors or successors-in-interest and assigns)

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

- I. **Definitions** - For the purpose of this Agreement for Sale, unless the context otherwise requires,-
- (a) **"Act"** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
  - (b) **"Rules"** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
  - (c) **"Regulations"** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
  - (d) **"Section"** means a section of the Act.

**WHEREAS:**

- A. The Owners are the full and lawful owners of lands admeasuring 4.94 acre or 494 Sataks more or less comprised in R.S. and LR Dag Nos. 1061 (area 48 satak), 1062 (area 46 Satak), 1063 (39 satak) , 1064 (07 satak), 1065 (area 07 satak), 1067 (area 6 satak), 1074 (area 05 satak), 1076 (28 satak), 1077 (26 satak), 1078 (area 29 satak), 1079 (area 35 satak), 1080 (area 37 satak), 1083 (area 05 satak), 1084 (area 21 satak), and portions of L.R. Dag Nos. 1075 (area 19 out of 32 satak), 1081 (area 6 satak out of 11 satak), 1082 (area 11 satak out of 14 satak), 1085 (06 satak out of 19 satak), 1086 (area 44 satak out of 58 satak), 1087 (50 out of 88 satak ) and 1088 (19 satak out of 28 satak) recorded in L.R. Khatian Nos.3111, 3112, 3113, 3114, 3115, 3116, 3117. 3118, 3119, 3120, 3121, 3122, 3123, 3124, 3125, 3126, 3127, 3129, 3130, 3131, 3132, 3133, 3134, 3135, 3136, 3137, 3138, 3139, 3140, 2991, 2992, 2993, 2994, 2995, 2996, 2997, 2998, 2999, 3000, 3001, 3002, 3003, 2858, 2859, 2860, 2861, 2862, 2863, 2864, 3149 and 3054 in Mouza Kalikapur, J. L. No. 40 under Police Station Rajarhat, within Patharghata Gram panchayat, Pin Code 700135 in the District of North 24 Parganas described in Schedule A ("Said Land") vide sale deed(s) and other chain of title as mentioned in Schedule A-1 hereto. The Owners and the Promoter have entered into a joint development Agreement dated 25th April, 2017 between the Owners and the Promoter Developer and registered with the Additional District Sub-Registrar, Rajarhat in Book I Volume No. 1523-2017 Pages 97051 to 97172 Being No. 152303313 for the year 2017.
- B. The said Land is earmarked for the purpose of building a residential project comprising multistoried apartment buildings and the said entire project shall be known as '**RISHI PRANAYA**' ("**Whole Complex**") of which the first phase shall comprise of 2 (Two) multistoried apartment buildings numbered Tower-1 and Tower-2 as described in Part-I of Schedule A-3 hereto ("**Project**") and the second phase to contain 2 (Two) multistoried apartment buildings numbered as Tower-3 and Tower-4 as described in Part-II of Schedule A-3 hereto ("**Second Phase**") as per the sanctioned plans dated 27.05.2019 and modification plans applied for sanction on 28.05.2019. The modifications plan submitted on 28.05.2019, inter alia, envisages the sanction of additional storey/s over and above the Tower Nos. 3 and 4 (comprised in the Second Phase) by utilizing the Additonal sanctioned area allowable due to Green Building Norms and for reducing the number of storey/s from 24 to 23 in respect of Towers 1 and 2 comprised in the Project ("**modification plans**"). Furthermore there is high possibility of sanction of additional building/s at the said Land owing, primarily to, the implementation of road widening as per the prevalent alignment and the Promoter has

identified a portion of the said Land for construction of such additional building/s in the third phase ("**Third Phase**") for which plans shall be submitted in future for sanction. Some areas and amenities in the different phases shall be common between the First Phase and the Second Phase and some shall be common between all the three phases. Subject to any modification that may arise in future a tentative list of such multi phase common areas and amenities are listed in Part-II, Part-III and Part-IV of Schedule E. It is made clear by the Promoter that it will not be necessary for the Promoter to develop the Third Phase.

- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on which Project is to be constructed have been completed.
- D. Notice of commencement under the Rajarhat Panchayat Samity was submitted vide letter dated 28.05.2019 by Architect of the Project intimating the date of commencement as 01.07.2019
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Whole Complex including the Project and also for the apartment from Rajarhat Panchayat Samity and is awaiting the sanction to the modification plans submitted on 28<sup>th</sup> May, 2019 from the authorities. The Promoter agrees and undertakes that it shall not make any changes to the modification plans to the extent relating to the Project except in strict compliance with section 14 of the Act and other laws as applicable
- F. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on \_\_\_\_\_ under registration no. \_\_\_\_\_
- G. The Allottee had applied for an apartment in the Project vide application No. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment no. \_\_\_\_ having carpet area of \_\_\_\_\_ square feet, type Standard, on \_\_\_\_\_ floor in Building/Tower/Block \_\_\_\_ ("Building") along with \_\_\_\_ (number) \_\_\_\_\_ parking as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "Designated Apartment" more particularly described in Schedule A and the floor plan of the Designated apartment is annexed hereto and marked as Schedule B). Be it clarified that the term Common Areas insofar as the same refers to the share of the Allottee in the land shall mean the land in First Phase described in clause 4 of Schedule A hereto and pro rata share to be conveyed shall be of the land comprised in the plinth of the Building in which the Designated Apartment be situated;
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. The additional disclosures/details agreed between the parties are contained in Schedule A-2 hereto.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms conditions, and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Designated Apartment and the parking (if applicable) as specified in para G.

II NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:-

**1. TERMS:**

**1.1** Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Designated Apartment as specified in para G.

**1.2** The Unit Price for the Designated Apartment and appurtenances based on the carpet area is Rs. \_\_\_\_/- (Rupees \_\_\_\_ only) and the OC&D Amount is Rs. \_\_\_\_/- (Rupees \_\_\_\_ only) and Taxes are Rs. \_\_\_\_/- (Rupees \_\_\_\_ only) aggregating to Rs. \_\_\_\_/- (Rupees \_\_\_\_ only) ("Total Price") as per the break up and description below:-

	Building/Tower/Block- _____	Rate of Apartment per square feet. (Package Price)
	Unit No. _____	
	Type Standard	
	Floor _____	
	Exclusive balcony or verandah	Included in Total Price above
	Exclusive Open Terrace	Not applicable
	Proportionate Common Area	No Separate Charges
	Preferential Location Charges	No Separate Charges
	Parking -1 (_____)	No Separate Charges/NOT APPLICABLE
a)	Total Price (in rupees) without Taxes ("Unit Price")	Rs. ____/-
b)	Other Charges:-	



	b1) Club Membership	Rs._____/-
	b2) Generator/DG Charges	Rs._____/-
	b3) Association Formation Charges	Rs._____/-
	b4) Others	As per Schedule A-2, Clause-9
c)	Deposits:	
	c1) Maintenance Corpus/Sinking Fund (As per Schedule A-2, Clause-10.1)	Rs._____/-
	c2) Advance Maintenance (As per Schedule A-2, Clause-10.2)	Rs._____/-
d)	Taxes (The Goods & Service Tax and any other applicable tax on the Price shall be payable by the Allottee as per prevalent rates)	As per prescribed rates, currently being (a) __% on Rs. ____/- amounting to Rs. ____/- (b) 18% on Rs.____/-, amounting to Rs.____/-
e)	Total Price in Rupees (not including Sl. No. b4 above)	Rs. ____/- (Rupees ____ only)
f)	Aggregate of amounts mentioned in Sl. No. b1, b2, b3, c1 and c2 referred to as "OC&D Amount"	Rs. ____/- (Rupees ____ only)

**Explanation:**

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

of allottees or the competent authority, as the case may be, after obtaining the completion certificate.

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

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

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
  - (iv) The Total Price of Designated Apartment includes recovery of price of appertaining land, construction of [not only the Designated Apartment but also proportionately] the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with plaster of paris, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing initial infrastructure in respect of all other facilities, amenities and specifications to be provided within the Designated Apartment and the Project described herein at Schedule "D" and Schedule "E" ("facilities, amenities and specifications").
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay or due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee unless the increase is attributable to any act or omission of the Allottee or unless the increase is for the period prior to such completion/registration.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule "C" ("Payment Plan").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at such rate of percentage per annum if so and as may be mutually agreed between the Promoter and Allottee for the

period by which the respective installment has been preponed. The provision, if any agreed, for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the modifications plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule "D" and Schedule "E" (which shall be in conformity with the advertisement, prospectus etc.) in respect of the apartment without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may against extra costs payable by the Allottee make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations as per the provisions of the Act.

- 1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after construction of the Building is complete and the completion certificate\* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area beyond 3% of the area specified herein, then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was found to have been paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to allottee, the Promoter may demand the increased amount for upto 3% increase from the Allottee as per the next milestone of the Payment Plan as provided in Schedule "C". All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

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

- 1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Designated Apartment as mentioned below.
- (i) The Allottee shall have exclusive ownership of the Designated Apartment.
  - (ii) The Allottee shall also have undivided proportionate share in the Common Areas as members of the Association. Since the Share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other Owners, Promoter, other co-owners, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
  - (iii) That the computation of the price of the Designated Apartment includes recovery of price of appertaining land, construction of [not only the Designated Apartment but also proportionately] the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with plaster of paris, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing

initial infrastructure necessary for the facilities, amenities and specifications to be provided within the Designated Apartment and the Project;

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

- 1.9 It is made clear by the Promoter and the Allottee agrees that the Designated Apartment along with \_\_\_\_\_ (\_\_\_\_\_) Open parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Whole Complex is an independent, self-contained project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. The Project is in the first phase of the Whole Complex and the disclosures made in Schedule A-2 shall apply as regards the sharing of facilities and interdependence on several aspects between the Project, the Second Phase and the Third Phase of the Whole Complex. It is clarified that Project's facilities and amenities as per Part-I of the Schedule E shall be for use and enjoyment of the Allottees of the Project. The Common Amenities and Facilities mentioned in Part-II of Schedule E shall be for use and enjoyment of the Allottees of the Project until Second Phase and Third Phase are respectively launched. On launch of the Second Phase these amenities and facilities (as per Part-II of Schedule E) shall be for use and enjoyment of the Allottees of the Project and Allottees of the Second Phase. On launch of the Third Phase these shall be for use and enjoyment of the Allottees of the Project, the Second Phase and the Third Phase. The Common Amenities and Facilities mentioned in Part-III of Schedule E shall arise upon launch of the Second Phase and shall be for use and enjoyment of the Allottees of the Second Phase in common with the Allottees of the Project and on launch of the Third Phase also in common with the Allottees of the Third Phase. The Common Amenities and Facilities mentioned in Part-IV of Schedule E shall arise upon launch of the Third Phase and shall be for use and enjoyment of the Allottees of the Third Phase in common with the Allottees of the Project and the Second Phase.
- 1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Designated Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan (taken by the Promoter) and interest on mortgages, or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Designated Apartment and created by the Promoter). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan (taken by the Promoter) and interest thereon before transferring the Designated Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.11 The Allottee has paid a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) being part payment towards the Total Price of the Designated Apartment until the time of agreement the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Designated Apartment as prescribed in the Payment Plan [Schedule "C"] as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

**2. MODE OF PAYMENT**

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

**3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the Statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

**4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

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

**5. TIME IS ESSENCE:**

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

**6. CONSTRUCTION OF THE PROJECT / APARTMENT:**

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

## **7. POSSESSION OF THE DESIGNATED APARTMENT:**

### **7.1 Schedule for possession of the said Designated Apartment-**

The Promoter agrees and understands that timely delivery of possession of the Designated Apartment to the allottee and the common areas of the Building as per Part-land Part-II of Schedule E to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Designated Apartment along with ready and complete common areas within the Project with all specifications, amenities and facilities forming part the Project in place within July, 2024 with a grace period upto 6 months unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or other exigency affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Designated Apartment.

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

**7.2 Procedure for taking possession -** The Promoter, upon obtaining the completion certificate\* from the competent authority shall offer in writing the possession of the Designated Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate\*, Provided that, in the absence of local law, the delivery of possession and execution of conveyance deed in favour of the allottee shall be simultaneously carried out by the Promoter within 3 months from the date of issue of completion certificate Provided the Allottee takes such possession and pays the Total Price, Stamp duty, registration charges etc., and gets the conveyance registered in his favour. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of

fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be, after the issuance of the completion certificate for the project. The Promoter shall hand over the copy of the completion certificate of the Designated Apartment to the Allottee at the time of conveyance of the same.

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

### **7.3 Failure of Allottee to take Possession of Designated Apartment-**

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

### **7.4 Possession by the Allottee -** After obtaining the completion certificate\* and handing over physical possession of the Designated Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws:

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

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

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

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

### **7.6 Compensation –** The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, and which defect was known to the Promoter and the Promoter had willfully not disclosed the same to the Allottee in the manner as provided under the Act and the claim for

interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

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

#### 8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Owners have absolute, clear and marketable title with respect to the said Land; the Promoter has requisite rights to carry out development upon the said Land and the Owners have absolute, actual, physical and legal possession of the said Land with license to the Promoter to carry out the Project thereon;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) Save and except the construction finance from M/s Rollon Investments Private Limited for construction of the Project by mortgaging the said Land and the construction, there are no encumbrances upon the Designated Apartment and appertaining share in said Land or in the Project;
- (iv) Save and except the Pending Litigation as stated in clause 27 of the Schedule A-1 below, there are no litigations presently pending before any Court or law or Authority with respect to the Project or the Designated Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Designated Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owners/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Designated Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;



- (vii) The Owners/Promoter have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Designated Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Owners/Promoter confirms that the Owners/Promoter are not restricted in any manner whatsoever from selling the said Designated Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Designated Apartment to the Allottee and the common areas to the association of Allottees upon the same being registered or the competent authority as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and proportionate share (attributable to the Designated Apartment) thereof till the period mentioned in the intimation to the allottee to take possession of the designated apartment along with use of common areas (equipped with all the specifications, amenities and facilities) which shall be handed over to the association of Allottees when registered or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES:**

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

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

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

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

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over the possession of the Designated Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

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

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

## **10. CONVEYANCE OF THE SAID APARTMENT:**

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

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

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

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottees upon the issuance of the completion certificate of the project. The cost of such maintenance shall be payable by the Allottee separately in addition to the Total Price of the Designated Apartment.

**12. DEFECT LIABILITY:**

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

**13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

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

**14. USAGE:**

**Use of Basement and Service Areas:** The basements (s) and service areas if any located within the Project (first phase of Rishi Pranaya) shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any

manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

**15. COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to comply with the house rules as per Schedules hereto and maintain the Designated Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Designated Apartment, or the common areas including staircases, lifts, common passages, corridors, circulation areas, atrium (if any) or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Designated Apartment and keep the Designated Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Designated Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Designated Apartment.
- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

**17. ADDITIONAL CONSTRUCTIONS:**

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

**18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

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

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

**20. BINDING EFFECT:**

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

**21. ENTIRE AGREEMENT:**

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

**22. RIGHT TO AMEND:**

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

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

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

**24. WAIVER NOT A LIMITATION TO ENFORCE:**

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

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

**25. SEVERABILITY:**

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

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

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

**27. FURTHER ASSURANCES:**

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

**28. PLACE OF EXECUTION:**

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

**29. NOTICES:**

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

Name of Allottee: \_\_\_\_\_

Allottee Address: \_\_\_\_\_

Email id of Allottee: \_\_\_\_\_

**RISHINOX BUILDWELL LLP** -Promoter Name

306, DLF Galleria, New Town, Rajarhat, Kolkata-700156 (Promoter Address)

support.sales@rishi.org.in (email id of Promoter with Attention to support sales team)

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

**30. JOINT ALLOTTEES:**

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

**31. SAVINGS:**

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

**32. GOVERNING LAW:**

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

**33. DISPUTE RESOLUTION:**

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

**34. "Any additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out in the WBHIRA Act and the Rules and Regulations made thereunder."**

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

**IV. IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for Sale at Kolkata in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED :

Allottee: (including joint buyers)

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

(2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Owner:

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

WITNESSES :

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_





**SCHEDULE 'A'**

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

1. **DESIGNATED APARTMENT : ALL THAT** the flat being Unit No. \_\_\_\_\_ containing a carpet area of \_\_\_\_\_ Square feet more or less along with balcony with a carpet area of \_\_\_\_\_ Square feet more or less and a total built-up area of Unit (including Balcony) of \_\_\_\_\_ Square feet more or less on the \_\_\_\_\_ floor of the Block/Tower \_\_\_\_\_ of the Project at the said Land.

2 **PARKING: ALL THAT** the right to park \_\_\_\_\_ medium sized motor car at such \_\_\_\_\_ place as be expressly specified by the Promoter at or before delivery of possession of the Designated Apartment.

3 **SAID LAND: ALL THAT pieces or parcels** of land containing an area of 4.94 acre or 494 Sataks more or less comprised in R.S. and LR Dag Nos. 1061 (area 48 satak), 1062 (area 46 Satak), 1063 (39 satak) , 1064 (07 satak), 1065 (area 07 satak), 1067 (area 6 satak), 1074 (area 05 satak), 1076 (28 satak), 1077 (26 satak), 1078 (area 29 satak), 1079 (area 35 satak), 1080 (area 37 satak), 1083 (area 05 satak), 1084 (area 21 satak), and portions of L.R. Dag Nos. 1075 (area 19 out of 32 satak), 1081 (area 6 satak out of 11 satak), 1082 (area 11 satak out of 14 satak), 1085 (06 satak out of 19 satak), 1086 (area 44 satak out of 58 satak), 1087 (50 out of 88 satak ) and 1088 (19 satak out of 28 satak) recorded in L.R. Khatian Nos. 3111, 3112, 3113, 3114, 3115, 3116, 3117, 3118, 3119, 3120, 3121, 3122, 3123, 3124, 3125, 3126, 3127, 3129, 3130, 3131, 3132, 3133, 3134, 3135, 3136, 3137, 3138, 3139, 3140, 2991, 2992, 2993, 2994, 2995, 2996, 2997, 2998, 2999, 3000, 3001, 3002, 3003, 2858, 2859, 2860, 2861, 2862, 2863, 2864, 3149 and 3054 in Mouza Kalikapur, J. L. No. 40 under Patharghata Gram Panchayat, Police Station Rajarhat Pin Code 700135 in the District of North 24 Parganas and butted and bounded as follows:-

- (i) On the **North** : \_\_\_\_\_ ;  
 (ii) On the **South** : \_\_\_\_\_ ;  
 (iii) On the **East** : \_\_\_\_\_ ; and  
 (iv) On the **West** : \_\_\_\_\_ .

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

4 **PROJECT: ALL THAT** pieces or parcels of land containing an area of 2.70 acre or 270 Sataks more or less comprised in R.S. and LR Dag Nos. 1061 (area 24 satak out of 48 satak), 1062 (area 12 satak out of 46 Satak), , 1064 (area 02 satak out of 07 satak), 1065 (area 01 satak out of 07 satak), 1067 (area 6 satak), 1074 (area 05 satak), 1076 (area 09 satak out of 28 satak), 1078 (area 29 satak), 1079 (area 35 satak), 1080 (area 37 satak), 1083 (area 05 satak), 1084 (area 21 satak), and portions of L.R. Dag Nos. 1075 (area 13 satak out of 32 satak), 1081 (area 6 satak out of 11 satak), 1082 (area 11 satak out of 14 satak), 1085 (area 06 satak out of 19 satak), 1086 (area 36 satak out of 58 satak), and 1088 (12 satak out of 28 satak) recorded in L.R. Khatian Nos. 3111, 3112, 3113, 3114, 3115, 3116, 3117, 3118, 3119, 3120, 3121, 3122, 3123, 3124, 3125, 3126, 3127, 3129, 3130, 3131, 3132, 3133, 3134, 3135, 3136, 3137, 3138, 3139, 3140, 2991, 2992, 2993, 2994, 2995, 2996, 2997, 2998, 2999, 3000, 3001, 3002, 3003, 2858, 2859, 2860, 2861, 2862, 2863, 2864, 3149 and 3054 in Mouza Kalikapur, J. L. No. 40

under Patharghata Gram Panchayat, Police Station Rajarhat Pin Code 700135 in the District of North 24 Parganas and butted and bounded as follows:-

- (i) On the **North** : \_\_\_\_\_;  
(ii) On the **South** : \_\_\_\_\_;  
(iii) On the **East** : \_\_\_\_\_; and  
(iv) On the **West** : \_\_\_\_\_.

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

**SCHEDULE A-1**

**CHAIN OF TITLE:**

- 1. Re : L.R. Dag No. 1061 – Total Area in Dag – 48 Satak, Subject Area –48 Satak (“Dag 1061 Property”):**

- 1.1 24 Satak Part:**The name of one Panchanan Sardar (since deceased) was recorded in the RS ROR in respect of 24 Satak in R.S. Dag No. 1061 under RS Khatian No. 407 and in C.S. Khatian No. 175 in respect of corresponding C.S. Dag No. 1149.

- 1.1.1** On the intestate death of Panchanan Sardar his heirs inherited and got their names recorded in LR ROR as follows:-

Name	Relationship	L.R. No.	Khatian	Area in Satak (more or less)
Durga Rani Sardar	Wife	743		2.66
Sambhu Sardar	Son	741		2.66
Gourhari Sardar	Son	739		2.66
Shanti Sardar	Son	740		2.66
Kantaram Sardar	Son	882		2.66
Netai Sardar	Son	738		2.66
Namita Mondal	Daughter	745		2.66
Sabita Naskar	Daughter	742		2.66
Anita Sardar	Daughter	744		2.66

- 1.1.2** By a Deed of Gift dated 10<sup>th</sup> February 2003 and registered with the District Sub Registrar II Barasat, North 24 Parganas in Book I Volume No.214 Pages 256 to 268 Being No.7337 for the year 2003, the said Durga Rani Sardar in consideration of her natural love and affection towards his five sons namely the said Sambhu Sardar, Kantaram Sardar, Netai Sardar, Gourhari Sardar and Shanti Sardar granted conveyed and transferred by way of

gift to the said Sambhu Sardar, Kantaram Sardar, Netai Sardar, Gourhari Sardar and Shanti Sardar her 2.66 Satak out of the said Dag 1061 Property, absolutely and forever.

- 1.1.3 The said Shanti Sardar, a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his wife namely Malati Sardar, one son Sanjit Sardar and two daughters Rita Sardar and Mita Sardar as his only heirs and legal representatives who all upon his death inherited and became entitled to the entire part or share of the said Shanti Sardar in the Dag 1061 Property, absolutely.
  - 1.1.4 By a Sale Deed dated 3<sup>rd</sup> June 2006 and registered with the District Sub Registrar -II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 20 Being No.6555 for the year 2006, the said Sambhu Sardar, Gourhari Sardar, Malati Sardar, Sanjit Sardar, Rita Sardar and Mita Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited, their 9.57 Satak more or less out of Dag 1061 Property, absolutely and forever.
  - 1.1.5 By a Sale Deed dated 6<sup>th</sup> February 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 28 Being No.1202 for the year 2006, the said Kantaram Sardar and Namita Mondal, amongst others, for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited their 5.85 Satak more or less out of the Dag 1061 Property, absolutely and forever.
  - 1.1.6 By a Sale Deed dated 22<sup>nd</sup> May 2006 and registered with the District Sub Registrar-II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 20 Being No.6407 for the year 2006, the said Anita Sardar, Sabita Naskar and Netai Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 8.51 Satak more or less out of Dag 1061 Property, absolutely and forever.
- 1.2 **6 Satak Part:**
- 1.2.1 The name of Krishnapada Sardar was recorded in the RS ROR in respect of 6 Satak under RS Khatian No. 406. The said Krishnapada Sardar is also one of the four heirs of Kshirode Chandra Sardar whose name is recorded in C.S. Khatian No. 175 in respect 24 Sataks in corresponding C.S. Dag No. 1149.
  - 1.2.2 By a Sale Deed dated 21<sup>st</sup> September 2005 and registered with the Additional District Sub Registrar Bidhannagar in Book I Volume No.76 pages 147 to 159 Being No.1221 for the year 2006, the said Krishnapada Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Sk. Siraj Mohammed, amongst other properties, the aforesaid 6 Sataks more or less, absolutely and forever.
  - 1.2.3 By a Sale Deed dated 10<sup>th</sup> May 2006 and registered with the District Sub Registrar-II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 26 Being No.6291 for the year 2006, the said Sk. Siraj Mohammed for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited, amongst other properties, 6 Sataks more or less out of Dag 1061 Property, absolutely and forever.
- 1.3 **18 Satak Part:**
- 1.3.1 By a Sale Deed dated 30<sup>th</sup> January, 1992 and registered with Additional District Sub Registrar Bidhannagar, Salt Lake City in Book I Volume No.14 Pages 319 to 326 Being

No.798 for the year 1992 one Gita Rani Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Nazrul Islam Molla 6 Sataks out of Dag 1061 Property, absolutely and forever.

- 1.3.2 By a Sale Deed dated 26<sup>th</sup> August 1994 and registered with Additional District Sub Registrar Bidhannagar, Salt Lake City in Book I Volume No.128 Pages 223 to 230 Being No.5954 for the year 1994 the said Nazrul Islam Molla for the consideration therein mentioned sold conveyed and transferred unto and to Haran Ali Molla the said 6 Sataks out of Dag 1061 Property, absolutely and forever.
- 1.3.3 The said Haran Ali Molla caused to be mutated his name as Raiyat in the Records of Rights published under the West Bengal Land Reforms Act, 1955 in respect of the said 6 Sataks under L.R. Khatian No. 894.
- 1.3.4 By a Sale Deed dated 5<sup>th</sup> May 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 18 Being No.6209 for the year 2006, the said Haran Ali Molla (also known as Md. Haran Ali Molla) for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited the said 6 Sataks out of Dag 1061 Property, absolutely and forever.
- 1.3.5 One Khagendra Sardar and his wife Niru Bala Sardar both Hindus governed by the Dayabhaga School of Hindu Law died intestate and issueless whereupon the 6 Sataks belonging to Khagendra Sardar devolved upon the brother of Khagendra Sardar namely Hazaripada Sardar, Nagendra Sardar (since deceased) and Krishnapada Sardar, absolutely.
- 1.3.6 The said Krishnapada Sardar sold his 2 Sataks inherited as above along with his own 6 Sataks by a Sale Deed dated 21.9.2005 mentioned in clause 1.2.2 above and this 2 Sataks was again sold to Crescent Griha Nirman Private Limited by the said sale deed dated 10.5.2006 mentioned in clause 1.2.3 above.
- 1.3.7 The said Nagendra Nath Sardar a Hindu governed by the Dayabhaga School of Hindu Law died leaving him surviving his daughter Gita Rani Sardar as his only heir and legal representative who upon his death inherited and became entitled to the entire part or share of the said Nagendra Nath Sardar in the Dag 1061 Property, absolutely
- 1.3.8 One Biswanath Banerjee's name was recorded as Raiyat in the Records of Rights published under the West Bengal Land Reforms Act, 1955 under L.R. Khatian No. 339 in respect of 12 Sataks.
- 1.3.9 The said Hazaripada Sardar, Gita Rani Sardar and Biswanath Banerjee all in a common sale deed sold their entire 10 Sataks to Crescent Griha Nirman Private Limited by the said sale deed dated 6<sup>th</sup> February, 2006 mentioned in clause no. 1.1.5 above.
- 1.4 The said Crescent Griha Nirman Private Limited having purchased the Dag 1061 Property thereafter got its name recorded in respect of entire 48 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore Vinimay Pvt. Ltd., Jannat Tradecom Pvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., Vishnudham Tradecon Pvt. Ltd., Delight Vintrade Pvt. Ltd., Jagvandana Commodeal Pvt. Ltd., Modakpriya Plaza Pvt. Ltd., Khushboo Tradecon Pvt. Ltd., Kailashdham Dealcom Pvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal Tradecom Pvt. Ltd., Panchdhan Vyapaar Pvt. Ltd., Pranit Vinimay Pvt. Ltd., Karan Vinimay Pvt. Ltd.,

Meantime Dealcom Pvt. Ltd., Aspire Dealers Pvt. Ltd., Maninagar Dealcom Pvt. Ltd., Aaren Vinimay Pvt. Ltd., Primary Commodeal Pvt. Ltd., Overgrow Plaza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview Vinimay Pvt. Ltd., Teenlok Nirman Pvt. Ltd. and Aanya Commotrade Pvt. Ltd. by a sale deed dealt in clause 22 hereto.

2. **Re : L.R. Dag No. 1080 – Total Area in Dag – 37 Satak, Subject Area –37 Satak (“Dag 1080 Property”):**

2.1 **18 Satak Part:**The name of one Panchanan Sardar was recorded in the RS ROR in respect of 24 Satak in R.S. Dag No. 1080 under RS Khatian No. 407 and in C.S. Khatian No. 175 in respect of corresponding C.S. Dag No. 1175.

2.1.1 On the intestate death of Panchanan Sardar his heirs inherited and got their names recorded in LR ROR as follows:-

Name	Relationship	L.R. Khatian No.	Area in Satak (more or less)
Durga Rani Sardar	Wife	743	2.05
Sambhu Sardar	Son	741	2.05
Gourhari Sardar	Son	739	2.05
Shanti Sardar	Son	740	2.05
Kantaram Sardar	Son	882	2.05
Netai Sardar	Son	738	2.05
Namita Mondal	Daughter	745	2.05
Sabita Naskar	Daughter	742	2.05
Anita Sardar	Daughter	744	2.05

2.1.2 By a Deed of Gift dated 10<sup>th</sup> February 2003 and registered with the District Sub Registrar II Barasat, North 24 Parganas in Book I Volume No.214 Pages 256 to 268 Being No.7337 for the year 2003, the said Durga Rani Sardar in consideration of her natural love and affection towards his five sons namely the said Sambhu Sardar, Kantaram Sardar, Netai Sardar, Gourhari Sardar and Shanti Sardar granted conveyed and transferred by way of gift to the said Sambhu Sardar, Kantaram Sardar, Netai Sardar, Gourhari Sardar and Shanti Sardar her 2.05 Satak out of the said Dag 1080 Property, absolutely and forever.

2.1.3 The said Shanti Sardar, a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his wife namely Malati Sardar, one son Sanjit Sardar and two daughters Rita Sardar and Mita Sardar as his only heirs and legal representatives who all upon his death inherited and became entitled to the entire part or share of the said Shanti Sardar in the Dag 1080 Property, absolutely.

- 2.1.4 By a Sale Deed dated 3<sup>rd</sup> June 2006 and registered with the District Sub Registrar -II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 20 Being No.6555 for the year 2006, the said Sambhu Sardar, Gourhari Sardar, Malati Sardar, Sanjit Sardar, Rita Sardar and Mita Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited, their 7.38 Satak more or less out of Dag 1080 Property, absolutely and forever.
- 2.1.5 By a Sale Deed dated 6<sup>th</sup> February 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 28 Being No.1202 for the year 2006, the said Kantaram Sardar and Namita Mondal, amongst others, for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited their 4.45 Satak more or less out of the Dag 1080 Property, absolutely and forever.
- 2.1.6 By a Sale Deed dated 22<sup>nd</sup> May 2006 and registered with the District Sub Registrar-II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 20 Being No.6407 for the year 2006, the said Anita Sardar, Sabita Naskar and Netai Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 6.56 Satak more or less out of Dag 1080 Property, absolutely and forever.

2.2 **4.5 Satak Part:**

- 2.2.1 The name of Krishnapada Sardar was recorded in the RS ROR in respect of 4 Satak under RS Khatian No. 406. The said Krishnapada Sardar is also one of the four heirs of Kshirode Chandra Sardar whose name is recorded in C.S. Khatian No. 175 in respect 18 Sataks in corresponding C.S. Dag No. 1175.
- 2.2.2 Bya Sale Deed dated 21<sup>st</sup> September 2005 and registered with the Additional District Sub Registrar Bidhannagar in Book I Volume No.76 pages 147 to 159 Being No.1221 for the year 2006, the said Krishnapada Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Sk. Siraj Mohammed, amongst other properties,4.5 Sataks more or less, absolutely and forever.
- 2.2.3 By a Sale Deed dated 10<sup>th</sup> May 2006 and registered with the District Sub Registrar-II, Barasat, North 24 Parganas in Book I Volume No.I Pages 1 to 26 Being No.6291 for the year 2006, the said Sk. Siraj Mohammed for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited, amongst other properties, 4.5 Sataks more or less out of Dag 1080 Property, absolutely and forever.

2.3 **14.5 Satak Part:**

- 2.3.1 By a Sale Deed dated 30<sup>th</sup> January, 1992 and registered with Additional District Sub Registrar Bidhannagar, Salt Lake City in Book I Volume No.14 Pages 319 to 326 Being No.798 for the year 1992 one Gita Rani Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Nazrul Islam Molla 4 Sataks out of Dag 1080 Property, absolutely and forever.
- 2.3.2 By a Sale Deed dated 26<sup>th</sup> August 1994 and registered with Additional District Sub Registrar Bidhannagar, Salt Lake City in Book I Volume No.128 Pages 223 to 230 Being No.5954 for the year 1994, the said Nazrul Islam Molla for the consideration therein

mentioned sold conveyed and transferred unto and to Haran Ali Molla the said 4 sataks out of Dag 1080 Property, absolutely and forever.

- 2.3.3 The said Haran Ali Molla caused to be mutated his name as Raiyat in the Records of Rights published under the West Bengal Land Reforms Act, 1955 in respect of 5 Sataks under L.R. Khatian No. 894.
- 2.3.4 By a Sale Deed dated 5<sup>th</sup> May 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 18 Being No.6209 for the year 2006, the said Haran Ali Molla (also known as Md. Haran Ali Molla) for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited his entire 4.62 Sataks, absolutely and forever.
- 2.3.5 One Khagendra Sardar and his wife Niru Bala Sardar both Hindus governed by the Dayabhaga School of Hindu Law died intestate and issueless, whereupon the 4.62 Sataks belonging to Khagendra Sardar devolved upon the brother of Khagendra Sardar namely Hazaripada Sardar, Nagendra Sardar (since deceased) and Krishnapada Sardar, absolutely.
- 2.3.6 Krishnapada Sardar sold his 1.67 Sataks inherited as above alongwith his own 4.5 Sataks by a Sale Deed dated 21.9.2005 mentioned in clause 2.2.2 above and this 1.67 Sataks was again sold to Crescent Griha Nirman Private Limited by the said sale deed dated 10.5.2006 mentioned in clause 2.2.3 above.
- 2.3.7 One Biswanath Banerjee's name was recorded as Raiyat in the Records of Rights published under the West Bengal Land Reforms Act, 1955 under L.R. Khatian No. 339 in respect of 9 Sataks.
- 2.3.8 The said Nagendra Nath Sardar a Hindu governed by the Dayabhaga School of Hindu Law died leaving him surviving his daughter Gita Rani Sardar as his only heir and legal representative who upon his death inherited and became entitled to the entire part or share of the said Nagendra Nath Sardar in the Dag 1080 Property, absolutely
- 2.3.9 By the said sale deed dated 25<sup>th</sup> January, 2006 and registered with District Sub Registrar – II Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 37 Being No. 632 for the year 2006, the said Hazaripada Sardar, Gita Rani Sardar and Biswanath Banerjee for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited their entire 10 Sataks more or less out of Dag 1080 Property, absolutely and forever.
- 2.4 The said Crescent Griha Nirman Private Limited having purchased the Dag 1080 Property thereafter got its name recorded in respect of entire 37 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore Vinimay Pvt. Ltd., Jannat Tradecom Pvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., Vishnudham Tradecon Pvt. Ltd., Delight Vintrade Pvt. Ltd., Jagvandana Commodeal Pvt. Ltd., Modakpriya Plaza Pvt. Ltd., Khushboo Tradecon Pvt. Ltd., Kailashdham Dealcom Pvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal Tradecom Pvt. Ltd., Panchdhan Vyapaar Pvt. Ltd., Pranit Vinimay Pvt. Ltd., Karan Vinimay Pvt. Ltd., Meantime Dealcom Pvt. Ltd., Aspire Dealers Pvt. Ltd., Maninagar Dealcom Pvt. Ltd., Aaren Vinimay Pvt. Ltd., Primary Commodeal Pvt. Ltd., Overgrow Plaza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview Vinimay Pvt. Ltd., Teenlok Nirman Pvt. Ltd. and Aanya Commotrade Pvt. Ltd. by a sale deed dealt in clause 22 hereto.



**3. Re : L.R. Dag No. 1062 – Total Area in Dag - 46 Satak, Subject Area – 46 Satak (“Dag 1062 Property”):**

3.1 **23 Satak Part:**The name of one Panchanan Sardar was recorded in the RS ROR in respect of 23 Satak in R.S. Dag No. 1062 under RS Khatian No. 160 and in C.S. Khatian No. 176 in respect of corresponding C.S. Dag No. 1155.

3.1.1 On the intestate death of Panchanan Sardar his heirs inherited and got their names recorded in LR ROR as follows:-

Name	Relationship	L.R. No.	Khatian	Area in Satak (more or less)
Durga Rani Sardar	Wife	743		2.56
Sambhu Sardar	Son	741		2.56
Gourhari Sardar	Son	739		2.56
Shanti Sardar	Son	740		2.56
Kantaram Sardar	Son	882		2.56
Netai Sardar	Son	738		2.56
Namita Mondal	Daughter	745		2.56
Sabita Naskar	Daughter	742		2.56
Anita Sardar	Daughter	744		2.56

3.1.2 By a Deed of Gift dated 10<sup>th</sup> February 2003 and registered with the District Sub Registrar II Barasat, North 24 Parganas in Book I Volume No.214 Pages 256 to 268 Being No.7337 for the year 2003, the said Durga Rani Sardar in consideration of her natural love and affection towards his five sons namely the said Sambhu Sardar, Kantaram Sardar, Netai Sardar, Gourhari Sardar and Shanti Sardar granted conveyed and transferred by way of gift to the said Sambhu Sardar, Kantaram Sardar, Netai Sardar, Gourhari Sardar and Shanti Sardar her 2.56 Satak out of the said Dag 1062 Property, absolutely and forever.

3.1.3 The said Shanti Sardar, a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his wife namely Malati Sardar, one son Sanjit Sardar and two daughters Rita Sardar and Mita Sardar as his only heirs and legal representatives who all upon his death inherited and became entitled to the entire part or share of the said Shanti Sardar in the Dag 1062 Property, absolutely.

3.1.4 By a Sale Deed dated 3<sup>rd</sup> June 2006 and registered with the District Sub Registrar -II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 20 Being No.6555 for the year 2006, the said Sambhu Sardar, Gourhari Sardar, Malati Sardar, Sanjit Sardar, Rita Sardar and Mita Sardar for the consideration therein mentioned sold conveyed and

transferred unto and to Crescent Griha Nirman Private Limited, their 9.21 Satak more or less out of Dag 1062 Property, absolutely and forever.

- 3.1.5 By a Sale Deed dated 6<sup>th</sup> February 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 28 Being No.1202 for the year 2006, the said Kantaram Sardar and Namita Mondal, amongst others, for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited their 5.62 Satak more or less out of the Dag 1062 Property, absolutely and forever.
- 3.1.6 By a Sale Deed dated 22<sup>nd</sup> May 2006 and registered with the District Sub Registrar-II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 20 Being No.6407 for the year 2006, the said Anita Sardar, Sabita Naskar and Netai Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 8.19 Satak more or less out of Dag 1062 Property, absolutely and forever.

### 3.2 **23 Satak Part:**

- 3.2.1 The name of Krishnapada Sardar, Gita Rani Sardar, Hazaripada Sarda and Khagendra Sardar (since deceased) were recorded in the RS ROR in respect of 23 under RS Khatian No. 160. The said Krishnapada Sardar, Gita Rani Sardar, Hazaripada Sarda and Khagendra Sardar are all successors in line from Kshirode Chandra Sardar whose name is recorded in C.S. Khatian No. 176 in respect 23 Sataks in corresponding C.S. Dag No. 1155.
- 3.2.2 By Sale Deed dated 28<sup>th</sup> May, 2004 and registered with Additional District Sub Registrar Bidhannagar, Salt Lake City in Book I Volume No.217 Pages 116 to 127 Being No.3694 for the year 2004, the said Krishnapada Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Anwara Begum 5.75 Sataks more or less out of Dag 1062 Property, absolutely and forever.
- 3.2.3 By a Sale Deed dated 23<sup>rd</sup> June, 1999 and registered with the Additional District Sub Registrar Bidhannagar, Salt Lake City, in Book I Volume 396 Pages 133 to 141 Being No.7142 for the year 2002, the said Hazaripada Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Anwara Begum 5.75 Sataks more or less out of Dag 1062 Property, absolutely and forever.
- 3.2.4 By a Sale Deed dated 30<sup>th</sup> January, 1992 and registered with Additional District Sub Registrar Bidhannagar, Salt Lake City in Book I Volume No.14 Pages 319 to 326 Being No.798 for the year 1992 the said Gita Rani Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Nazrul Islam Molla 5.75 Sataks more or less out of Dag 1062 Property, absolutely and forever.
- 3.2.5 By a Sale Deed dated 26<sup>th</sup> August 1994 and registered with Additional District Sub Registrar Bidhannagar, Salt Lake City, in Book I, Volume No.128 Pages 223 to 230 Being No.5954 for the year 1994, the said Nazrul Islam Molla for the consideration therein mentioned sold conveyed and transferred unto and to Haran Ali Molla 5.75 Sataks more or less out of Dag 1062 Property, absolutely and forever.
- 3.2.6 The said Haran Ali Molla and Anwara Begum caused to be mutated their names as Raiyats in the Records of Rights published under the West Bengal Land Reforms Act, 1955 in respect of the said 6 Sataks and 11 Sataks under L.R. Khatian No. 894 and 925 respectively.

- 3.2.7 By a Sale Deed dated 5<sup>th</sup> May 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 18 Being No.6209 for the year 2006, the said Haran Ali Molla (also known as Md. Haran Ali Molla) and Anwara Begum for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited their entire 17.25 Sataks out of Dag 1062 Property, absolutely and forever.
- 3.2.8 One Khagendra Sardar and his wife Niru Bala Sardar both Hindus governed by the Dayabhaga School of Hindu Law died intestate and issueless, whereupon the 5.75 Sataks belonging to Khagendra Sardar devolved upon the brother of Khagendra Sardar namely Hazaripada Sardar, Nagendra Sardar (since deceased) and Krishnapada Sardar, absolutely.
- 3.2.9 By a Sale Deed dated 21<sup>st</sup> September 2005 and registered with the Additional District Sub Registrar Bidhannagar in Book I Volume No.76 Pages 147 to 159 Being No.1221 for the year 2006, the Krishnapada Sardar sold to Sk. Siraj Mohammad his 2 Sataks more or less inherited as above, absolutely and forever.
- 3.2.10 By a sale deed 10<sup>th</sup> May 2006 and registered with the District Sub Registrar-II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 26 Being No.6291 for the year 2006, the said Sk. Siraj Mohammad for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 2 sataks more or less out of Dag 1062 Property, absolutely and forever.
- 3.2.11 The said Nagendra Nath Sardar a Hindu governed by the Dayabhaga School of Hindu Law died leaving him surviving his daughter Gita Rani Sardar as his only heir and legal representative who upon his death inherited and became entitled to the entire part or share of the said Nagendra Nath Sardar in the Dag 1062 Property, absolutely
- 3.2.12 By a sale deed dated 25<sup>th</sup> January 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 37 Being No.632 for the year 2006, Hazaripada Sardar and Gita Rani Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 3.83 sataks more or less out of Dag 1062 Property, absolutely and forever.
- 3.3 Crescent Griha Nirman Private Limited having purchased the Dag 1062 Property thereafter got its name recorded in respect of entire 46 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore Vinimay Pvt. Ltd., Jannat Tradecom Pvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., Vishnudham Tradecon Pvt. Ltd., Delight Vintrade Pvt. Ltd., Jagvandana Commodeal Pvt. Ltd., Modakpriya Plaza Pvt. Ltd., Khushboo Tradecon Pvt. Ltd., Kailashdham Dealcom Pvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal Tradecom Pvt. Ltd., Panchdhan Vyapaar Pvt. Ltd., Pranit Vinimay Pvt. Ltd., Karan Vinimay Pvt. Ltd., Meantime Dealcom Pvt. Ltd., Aspire Dealers Pvt. Ltd., Maninagar Dealcom Pvt. Ltd., Aaren Vinimay Pvt. Ltd., Primary Commodeal Pvt. Ltd., Overgrow Plaza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview Vinimay Pvt. Ltd., Teenlok Nirman Pvt. Ltd. and Aanya Commotrade Pvt. Ltd. Makelife Promoters Pvt. Ltd., Murlidhar Dealcom Pvt. Ltd., Roselife Plaza Pvt. Ltd., Rangarang Dealcom Pvt. Ltd., Linkstar Apartments Pvt. Ltd., Laxmidhan Vincom Pvt. Ltd., Labheshwari Commodeal Pvt. Ltd., Kesarinandan Vyapar Pvt. Ltd., Kailashdham Residency Pvt. Ltd., Funidea Dealcomm Pvt. Ltd., Dhanaasha Commodeal Pvt.

Ltd., Arrowline Commodore Pvt. Ltd., Apnapan Tradecom Pvt. Ltd. by sale deed dealt in clause 22 hereto.

**4. Re : L.R. Dag No. 1079 – Total Area in Dag - 35 Satak, Subject Area – 35 Satak (“Dag 1079 Property”):**

4.1 **17.5 Satak Part:** The name of one Panchanan Sardar (since deceased) was recorded in the RS ROR in respect of 23 Satakin R.S. Dag No. 1079 under RS Khatian No. 160 and in C.S. Khatian No. 176 in respect of corresponding C.S. Dag No. 1155.

4.1.1 On the intestate death of Panchanan Sardar his heirs inherited and got their names recorded in LR ROR as follows:-

Name	Relationship	L.R. Khatian No.	Area in Satak (more or less)
Durga Rani Sardar	Wife	743	1.94
Sambhu Sardar	Son	741	1.94
Gourhari Sardar	Son	739	1.94
Shanti Sardar	Son	740	1.94
Kantaram Sardar	Son	882	1.94
Netai Sardar	Son	738	1.94
Namita Mondal	Daughter	745	1.94
Sabita Naskar	Daughter	742	1.94
Anita Sardar	Daughter	744	1.94

4.1.2 By a Deed of Gift dated 10<sup>th</sup> February 2003 and registered with the District Sub Registrar II Barasat, North 24 Parganas in Book I Volume No.214 Pages 256 to 268 Being No.7337 for the year 2003, the said Durga Rani Sardar in consideration of her natural love and affection towards his five sons namely the said Sambhu Sardar, Kantaram Sardar, Netai Sardar, Gourhari Sardar and Shanti Sardar granted conveyed and transferred by way of gift to the said Sambhu Sardar, Kantaram Sardar, Netai Sardar, Gourhari Sardar and Shanti Sardar her 1.94 Satak out of the said Dag 1079 Property, absolutely and forever.

4.1.3 The said Shanti Sardar a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his wife namely Malati Sardar, one son Sanjit Sardar and two daughters Rita Sardar and Mita Sardar as his only heirs and legal representatives who all upon his death inherited and became entitled to the entire part or share of the said Shanti Sardar in the Dag 1079 Property, absolutely.

4.1.4 By a Sale Deed dated 3<sup>rd</sup> June 2006 and registered with the District Sub Registrar -II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 20 Being No.6555 for the

year 2006, the said Sambhu Sardar, Gourhari Sardar, Malati Sardar, Sanjit Sardar, Rita Sardar and Mita Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited, their 6.99 Satak more or less out of Dag 1079 Property, absolutely and forever.

4.1.5 By a Sale Deed dated 6<sup>th</sup> February 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 28 Being No.1202 for the year 2006, the said Kantaram Sardar and Namita Mondal, amongst others, for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited their 4.27 Satak more or less out of the Dag 1079 Property, absolutely and forever.

4.1.6 By a Sale Deed dated 22<sup>nd</sup> May 2006 and registered with the District Sub Registrar-II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 20 Being No.6407 for the year 2006, the said Anita Sardar, Sabita Naskar and Netai Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 6.21 Satak more or less out of Dag 1079 Property, absolutely and forever.

#### 4.2 **17.5 Satak Part:**

4.2.1 The name of Krishnapada Sardar, Gita Rani Sardar, Hazaripada Sarda and Khagendra Sardar were recorded in the RS ROR in respect of 17.5 satak under RS Khatian No. 160. The said Krishnapada Sardar, Gita Rani Sardar, Hazaripada Sarda and Khagendra Sardar are all successors in line from Kshirode Chandra Sardar whose name is recorded in C.S. Khatian No. 176 in respect 17.5 Sataks in corresponding C.S. Dag No. 1172.

4.2.2 Bya Sale Deed dated 28<sup>th</sup> May 2004and registered with the Additional District Sub Registrar Bidhannagar, Salt Lake City, in Book I Volume No.217 pages 116 to 127 Being No.3694 for the year 2004, the said Krishnapada Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Anwara Begumhis 4.35 Sataks more or less out of Dag 1079 Property, absolutely and forever.

4.2.3 By a Sale Deed dated 23<sup>rd</sup> June 1999 and registered with the Additional District Sub-Registrar Bidhannagar, Salt Lake City in Book I Volume No.396 Pages 133 to 141 Being No.7142 for the year 2002, the said Hazaripada Sardar for the consideration therein mentionedsold conveyed and transferred unto and to Anwara Begum his 4.35 Satak more or less out of Dag 1079 Property, absolutely and forever.

4.2.4 By a Sale Deed dated 3<sup>rd</sup> January 1992 and registered with the Additional District Sub Registrar Bidhannagar, Salt Lake City in Book I Volume No.14 Pages 319 to 326 Being No.798 for the year 1992, the said Gita Rani Sardar for the consideration therein mentionedsold conveyed and transferred unto and toNazrul Islam Molla his 5 Sataks more or less out of Dag 1079 Property, absolutely and forever.

4.2.5 By a Sale Deed dated 2<sup>6th</sup> August 1994 and registered with Additional District Sub Registrar Bidhannagar, Salt Lake City in Book I Volume No.128 Pages 223 to 230 Being No.5954 for the year 1994, the said Nazrul Islam Molla for the consideration therein mentionedsold conveyed and transferredunto and toHaran Ali Molla his 5 Sataks more or less out of Dag 1079 Property, absolutely and forever.

4.2.6 The said Haran Ali Molla and Anwara Begum caused to be mutated their names as Raiyats in the Records of Rights published under the West Bengal Land Reforms Act, 1955

in respect of the said 4 Sataks and 9 sataks under L.R. Khatian No. 894 and L.R. Khatian No. 925 respectively.

- 4.2.7 By a Sale Deed dated 5<sup>th</sup> May 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 18 Being No.6209 for the year 2006, the said Haran Ali Molla (also known as Md. Haran Ali Molla) and Anwara Begum for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited their entire 13.12 Sataks out of Dag 1079 Property more or less absolutely and forever.
- 4.2.8 One Khagendra Sardar and his wife Niru Bala Sardar both Hindus governed by the Dayabhaga School of Hindu Law died intestate and issueless, whereupon the 4.375 sataks belonging to Khagendra Sardar devolved upon the brother of Khagendra Sardar namely Hazaripada Sardar, Nagendra Sardar (since deceased) and Krishnapada Sardar, absolutely.
- 4.2.9 By a Sale Deed dated 21<sup>st</sup> September 2005 and registered with the Additional District Sub Registrar Bidhannagar in Book I Volume No.76 Pages 147 to 159 Being No.1221 for the year 2006 the said Krishnapada Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Sk. Siraj Mohammad his about 1.45 Sataks out of Dag 1079 Property more or less absolutely and forever.
- 4.2.10 By a Sale Deed dated 10<sup>th</sup> May 2006 and registered with the District Sub Registrar-II, Barasat, North 24 Parganas in Book I Volume No.I Pages 1 to 26 Being No.6291 for the year 2006 the said Sk. Siraj Mohammad for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited his 1.45 Sataks out of Dag 1079 Property more or less absolutely and forever.
- 4.2.11 The said Nagendra Nath Sardar a Hindu governed by the Dayabhaga School of Hindu Law died leaving him surviving his daughter Gita Rani Sardar as his only heir and legal representative who upon his death inherited and became entitled to the entire part or share of the said Nagendra Nath Sardar in the Dag 1079 Property, absolutely
- 4.2.12 By a sale deed dated 25<sup>th</sup> January 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 37 Being No.632 for the year 2006, the said Hazaripada Sardar and Gita Rani Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited their entire 2.91 Sataks more or less out of Dag 1079 Property absolutely and forever.
- 4.3 Crescent Griha Nirman Private Limited having purchased the Dag 1079 Property thereafter got its name recorded in respect of entire 35 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore Vinimay Pvt. Ltd., Jannat Tradecom Pvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., Vishnudham Tradecon Pvt. Ltd., Delight Vintrade Pvt. Ltd., Jagvandana Commodeal Pvt. Ltd., Modakpriya Plaza Pvt. Ltd., Khushboo Tradecon Pvt. Ltd., Kailashdham Dealcom Pvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal Tradecom Pvt. Ltd., Panchdhan Vyapaar Pvt. Ltd., Pranit Vinimay Pvt. Ltd., Karan Vinimay Pvt. Ltd., Meantime Dealcom Pvt. Ltd., Aspire Dealers Pvt. Ltd., Maninagar Dealcom Pvt. Ltd., Aaren Vinimay Pvt. Ltd., Primary Commodeal Pvt. Ltd., Overgrow Plaza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview Vinimay Pvt. Ltd., Teenlok Nirman Pvt. Ltd. and Aanya

Commotrade Pvt. Ltd. Makelife Promoters Pvt. Ltd., Murlidhar Dealcom Pvt. Ltd., Roselife Plaza Pvt. Ltd., Rangarang Dealcom Pvt. Ltd., Linkstar Appartments Pvt. Ltd., Laxmidhan Vincom Pvt. Ltd., Labheshwari Commodeal Pvt. Ltd., Kesarinandan Vyapar Pvt. Ltd., Kailashdham Residency Pvt. Ltd., Funidea Dealcomm Pvt. Ltd., Dhanaasha Commodeal Pvt. Ltd., Arrowline Commodeal Pvt. Ltd., Apnapan Tradecom Pvt. Ltd. by a sale deed dealt in clause 22 hereto.

**5. Re : L.R. Dag No. 1063 – Total Area in Dag - 39 Satak, Subject Area – 39 Satak (“Dag 1063 Property”):**

**5.1 20 Satak Part:**

- 5.1.1 By a Deed of Gift dated 17<sup>th</sup> November 1943 and registered with the Sub Registrar Cossipore Dum Dum in Book I Volume No.34 Pages 139 to 142 Being No.2543 for the year 1943 one Hayabtulla Mondal out of his natural love and affection towards his wife namely Khatuneccha Bibi granted conveyed and transferred by way of gift to the said Khatuneccha Bibi **ALL THAT** portion measuring 20 Satak more or less out of the Dag 1063 Property, absolutely and forever.
- 5.1.2 The name of Khatuneccha Bibi alongwith one Mehar Ali Mondal and Sahar Ali Mondal (since deceased) were recorded in RS ROR in respect of 20 Sataks under RS Khatian No. 56.
- 5.1.3 By a Deed of Gift dated 24<sup>th</sup> November 1959 and registered with the Sub Registrar Cossipore Dum Dum in Book I Volume No.108 Pages 232 to 237 Being No.8006 for the year 1959, the said Khatuneccha Bibi in consideration of her natural love and affection towards her daughter namely Jaheda Khatun Bibi granted conveyed and transferred by way of gift to the said Jaheda Khatun Bibi the said 20 Satak out of the Dag 1063 Property, absolutely and forever.
- 5.1.4 By a Sale Deed dated 27<sup>th</sup> June 1969 and registered with the Sub Registrar Cossipore Dum Dum in Book I Volume No.69 Pages 252 to 254 Being No.4857 for the year 1969, the said Jaheda Khatun Bibi for the consideration therein mentioned sold conveyed and transferred unto and to one Umed Ali Molla the said 20 Satak out of the Dag 1063 Property, absolutely and forever.
- 5.1.5 By a Sale Deed dated 10<sup>th</sup> August 1987 and registered with the Additional District Sub Registrar Bidhannagar in Book I Volume No.90 Pages 167 to 174 Being No.4437 for the year 1987, the said Umed Ali Molla for the consideration therein mentioned sold conveyed and transferred unto and to one Mastan Ali Molla, Enat Ali Molla, Yusuf Ali Molla, Mansur Ali Molla and Ashraf Ali Molla (since deceased) the said 20 Satak out of the Dag 1063 Property, absolutely and forever.
- 5.1.6 The said Ashraf Ali Molla, a Mohammedan, died intestate on 20<sup>th</sup> December 2007 issueless but married leaving him surviving his wife Lalbanu Bibi (also known as Lal Bibi), four brothers namely one Yusuf Ali Molla, Mansur Ali Molla, Mastan Ali Molla and Enat Ali Molla and two sisters namely the Roufan Bibi and Jelopan Molla as his only heirs and legal representatives who all inherited and became entitled to the said 20 satak out of the Dag 1063 Property, absolutely.
- 5.1.7 The said Yusuf Ali Molla, Mansur Ali Molla, Mastan Ali Molla and Enat Ali Molla and two sisters namely the said Roufan Bibi and Jelopan Molla sold this 20 Sataks amongst others by Sale Deed as mentioned in clause 5.3 below.

- 5.1.8 One Sahar Ali Mondal was fully seized and possessed of and well and sufficiently entitled to, ALL THAT portion measuring 2.1918 Satak more or less out of Dag 1063 Property recorded in R.S. Khatian Nos. 56 and 286 (formerly C.S. Dag No. 1156).
- 5.1.9 The said Sahar Ali Mondal died intestate leaving him surviving his son Yacchin Ali Mondal as his only heir and legal representative who inherited and became entitled to the said 2.1918 Satak out of Dag 1063 Property, absolutely.
- 5.1.10 By two Deeds of Gift dated 14th November 1975 and 17th November 1975 and both registered with the Sub Registrar Cossipore Dum Dum one in Book I Volume No.169 Pages 14 to 28 Being No.9472 for the year 1975 and the other in Book I Volume No.150 Pages 283 to 296 Being No.9523 for the year 1975, the said Yacchim Ali Mondal in consideration of his natural love and affection towards his two grandsons namely Abul Khayer Mondal and Abul Siddik Mondal granted conveyed and transferred by way of Gift to the said Abul Khayer Mondal and Abul Siddik Mondal portion measuring 2.1918 Satak more or less out of Dag 1063 Property, absolutely and forever.
- 5.1.11 By a Deed of Gift dated 21st December 2004 and registered with the Additional District Sub Registrar Bidhannagar (Salt Lake City) in Book I Volume No.204 Pages 251 to 267 Being No.3332 for the year 2006, the said Abul Khayer Mondal and Abul Siddik Mondal in consideration of their natural love and affection towards their three brothers namely Abul Kalam Mondal, Abu Taher Mondal and Abu Taleb Mondal granted conveyed and transferred by way of Gift to the said Abul Kalam Mondal, Abu Taher Mondal and Abu Taleb Mondal 3/5th undivided share i.e. 1.20 Satak) more or less out of their 2.1918 Satak in Dag 1063 Property, absolutely and forever.
- 5.1.12 By a Sale Deed dated 12<sup>th</sup> December 2014 and registered with the Additional District Sub Registrar Rajarhat in Book I Volume No.23 Pages 445 to 465 Being No.13841 for the year 2014, the said Abul Khayer Mondal, Abul Siddik Mondal, Abul Kalam Mondal, Abu Taher Mondal, Abu Taleb Mondal for the consideration therein mentioned sold conveyed and transferred unto and to Mithil Tradecom Private Limited, Bluesnow Niketan Private Limited, Subhkari Dealcom Private Limited, Brijdhara Tradecom Private Limited, Jagvandana Constructions Private Limited, Deepshikah Vincom Private Limited and Bosslife Enclave Private Limited their 2.1918 Satak out of Dag 1063 Property, absolutely and forever.
- 5.1.13 One Mehar Ali Molla a Mohamaddan died intestate leaving him surviving his wife Fazila Bibi and four sons Nasiruddin Molla, Noor Islam Molla, Chariuddin Molla and Hafizuddin Molla as his only heirs and legal representatives. The names of the said Fazila Bibi Nasiruddin Molla, Noor Islam Molla, Chariuddin Molla and Hafizuddin Molla were recorded in LR Khatian Nos.316 (1 Satak), 274 (1 Satak), 287(2 Satak), 199 (2 Satak) and 588 (2 Satak) in the Dag 1063 Property.
- 5.1.14 By a Sale Deed dated 1st June 2005 and registered with the Additional District Sub Registrar Bidhannagar in Book I Volume No.230 Pages 69 to 81 Being No.3777 for the year 2005, one Fazila Bibi for the consideration therein mentioned sold conveyed and transferred unto and to Nazimuddin Molla her 1.22 Satak more or less out of the Dag 1063 Property, absolutely and forever.
- 5.1.15 By a Sale Deed dated 12th January 2006 and registered with the District Sub Registrar-II, Barasat, North 24 Parganas in Book I Volume I Pages 1 to 20 Being No.248 for the year



2006, the Nasiruddin Molla, Noor Islam Molla and Chariuddin Molla for the consideration therein mentioned sold conveyed and transferred unto and to Virtual Vyapaar Private Limited their 4.74 Satak more or less out of the Dag 1063 property, absolutely and forever.

5.1.16 By a Sale Deed dated 24<sup>th</sup> April 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 20 Being No.6025 for the year 2006, the said Virtual Vyapaar Private Limited for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 4.74 Satak more or less out of the Dag 1063 Property, absolutely and forever.

5.1.17 Hafijuddin sold his 2 sataks as part of Sale Deed dealt with in clause 5.2.8 below.

## 5.2 **19 Satak Part:**

5.2.1 The name of Khetra Nath Bhattacharya is recorded in respect of 19 Sataks under RS Khatian No. 386.

5.2.2 The said Khetranath Bhattacharya a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his four sons namely Sambhu Nath Bhattacharya, (since deceased) Sankar Nath Bhattacharya, Biswanath Bhattacharya and Rabindra Nath Bhattacharya as his only heirs and legal representatives. The names of the said Sambhu Nath Bhattacharya, Sankar Nath Bhattacharya, Biswanath Bhattacharya and Rabindra Nath Bhattacharya (since deceased) were recorded in LR Khatian Nos. 472 (5 Satak), 470 (4 Satak), 342 (5 Satak) and 424 (5 Satak).

5.2.3 By a Sale Deed dated 5<sup>th</sup> November 1986 and registered with the Additional District Sub-Registrar, Bidhannagar in Book I Volume No.153 Pages 263 to 270 Being No.7989 for the year 1986, the said Shankar Nath Bhattacharjee for the consideration therein mentioned sold conveyed and transferred unto and to Mastan Ali Molla and Enat Ali Molla 7.6 Satak out of the Dag 1063 Property, absolutely and forever.

5.2.4 By a Sale Deed dated 5<sup>th</sup> November 1986 and registered with the Additional District Sub Registrar Bidhannagar in Book I Volume No.153 Pages 271 to 278 Being No.7990 for the year 1986, the said Shankar Nath Bhattacharjee for the consideration therein mentioned sold conveyed and transferred unto and to Yusuf Ali Molla, Mansur Ali Molla and Ashraf Ali Molla (since deceased) ALL THAT 11.4 Satak out of the Dag 1063 Property, absolutely and forever.

5.2.5 By a Sale Deed dated 7<sup>th</sup> November 1986 and registered with the Additional District Sub Registrar Bidhannagar in Book I Volume No.154 Pages 59 to 66 Being No.8021 for the year 1986, the said Biswanath Bhattacharya for the consideration therein mentioned sold conveyed and transferred unto and to Nazrul Islam Dhali, Emdadul Islam Dhali and Idrish Rahaman Dhali 4.875 Satak more or less out of the Dag 1063 property, absolutely and forever.

5.2.6 The said Sambhu Nath Bhattacharya a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his wife namely Pratima Bhattacharya, his son namely Amar Bhattachaya and three daughters namely Rama Sardar, Sikha Bhattacharjee and Rekha Bhattacharjee as his only heirs and legal representatives who all upon his death inherited and became entitled to his share in Dag 1063 Property, absolutely.

- 5.2.7 The said Rabindra Nath Bhattacharya a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his wife namely Minati Bhattacharya, his son namely Mithun Bhattacharjee and daughter namely Piu (Priya) Bhattacharjee as his only heirs and legal representatives who all upon his death inherited and became entitled to his share in Dag 1063 Property, absolutely.
- 5.2.8 By a Sale Deed dated 24<sup>th</sup> January, 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 29 Being No.6376 for the year 2006, the said Pratima Bhattacharya, Amar Bhattacharya, Rama Sardar, Sikha Bhattacharjee, Rekha Bhattacharjee, Minati Bhattacharya, Piu (Priya) Bhattacharjee and Mithun Bhattacharjee, Nazimuddin Molla, Nazrul Islam Dahli, Emdadul Islam Dhali and Idrish Rahaman Dhali and Hafijuddin Molla for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 15.62 Satak out of the Dag 1063 Property, ,absolutely and forever.
- 5.3 By a Sale Deed dated 28<sup>th</sup> November 2014 and registered with the Additional District Sub Registrar Rajarhat in Book I Volume No.21 Pages 11848 to 11881 Being No.13218 for the year 2014, the said Mastan Ali Molla, Enat Ali Molla, Yusuf Ali Molla, Mansur Ali Molla, Roufan Bibi and Jelopan Bibi and Crescent Griha Nirman Private Limited for the consideration therein mentioned sold conveyed and transferred unto and to Mithil Tradecom Private Limited, Bluesnow Niketan Private Limited, Subhkari Dealcom Private Limited, Brijdhara Tradecom Private Limited, Jagvandana Constructions Private Limited, Deepshikah Vincom Private Limited and Bosslife Enclave Private Limited, the Dag 1063 Property, absolutely and forever.
- 5.4 By a Sale Deed dated 23<sup>rd</sup> December 2014 and registered with the Additional District Sub Registrar Rajarhat in Book I Volume No.23 Pages 10966 to 10988 Being No.14306 for the year 2014, the said the said Lalbanu Bibi for the consideration therein mentioned sold conveyed and transferred unto and to Mithil Tradecom Private Limited, Bluesnow Niketan Private Limited, Subhkari Dealcom Private Limited, Brijdhara Tradecom Private Limited, Jagvandana Constructions Private Limited, Deepshikah Vincom Private Limited and Bosslife Enclave Private Limited 1.95 Satak more or less out of Dag 1063 Property, absolutely and forever.
- 6. Re : L.R. Dag No. 1064 – Total Area in Dag - 7 Satak, Subject Area – 7 Satak (“Dag 1064 Property”):**
- 6.1 The name of Saira Khatun Bibi was recorded as Raiyat in respect of Dag 1064 Property under R.S. Khatian No. 141 and L. R. Khatian No. 542.
- 6.2 The said Saira Khatun Bibi, a Mohamaddan, died intestate leaving her surviving her two sons namely Ashraf Ali Gazi and Yusuf Ali Gazi and four daughters namely Momena Bibi, Rahila Bibi, Rabia Bibi and Fatezan Bibi as her only heirs and legal representatives who all inherited and became entitled to Dag 1064 Property with each of the two sons inheriting one-fourth share and each of the four daughters inheriting one-eighth share in the said Dag 1064 Property.
- 6.3 By a Sale Deed dated 12<sup>th</sup> September 2003 and registered with the Additional District Sub Registrar Bidhannagar in Book I Volume No.505 Pages 156 to 164 Being No.8503 for the year 2004, the said Fatezan Khatun (Bibi) for the consideration therein mentioned sold conveyed and transferred unto and to one Jahangir Gazi her one-eighth share out of the Dag 1064 Property, absolutely and forever.

- 6.4 By a Deed of Gift dated 19<sup>th</sup> September 2003 and registered with Additional District Sub Registrar Bidhannagar in Book I Being No. 6550 for the year 2004, the said Ashraf Ali Gazi in consideration of his natural love and affection granted conveyed and transferred by way of gift to Manirul Haque Gazi (also known as Manirul Gazi), Jahangir Gazi, Habibar Gazi, Salauddin Gazi, Alamgir Gazi and Azaruddin Gazi his one-fourth share in Dag 1064 Property.
- 6.5 By a Sale Deed dated 12<sup>th</sup> January 2006 and registered with the District Sub Registrar-II Barasat, North 24 Parganas in Book I Volume No.I Pages 1 to 20 Being No.248 for the year 2006, the said Yusuf Ali Gazi, Momena Bibi, Rahila Bibi, Rabia Bibi, Manirul Haque Gazi, Jahangir Gazi, Habibar Gazi, Salauddin Gazi, Alamgir Gazi and Azaruddin Gazi for the consideration therein mentioned sold conveyed and transferred unto and to Virtual Vyapaar Private Limited the Dag 1064 Property, absolutely and forever.
- 6.6 By a Sale Deed dated 24<sup>th</sup> April 2006 and registered with the District Sub Registrar –II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 20 Being No.6025 for the year 2006, the said Virtual Vyapaar Private Limited for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited the Dag 1064 Property, absolutely and forever.
- 6.7 Crescent Griha Nirman Private Limited having purchased the Dag 1064 Property thereafter got its name recorded in respect of entire 7 Sataks under L.R. Khatian No. 1208 and sold the same to Makelife Promoters Pvt. Ltd., Murlidhar Dealcom Pvt. Ltd., Roselife Piazza Pvt. Ltd., Rangarang Dealcom Pvt. Ltd., Linkstar Appartments Pvt. Ltd., Laxmidhan Vincom Pvt. Ltd., Labheshwari Commodeal Pvt. Ltd., Kesarinandan Vyapar Pvt. Ltd., Kailashdham Residency Pvt. Ltd., Funidea Dealcomm Pvt. Ltd., Dhanaasha Commodeal Pvt. Ltd., Arrowline Commodeal Pvt. Ltd., Apnapan Tradecom Pvt. Ltd. by a sale deed dealt in clause 22 hereto.
- 7. Re : L.R. Dag No. 1065 – Total Area in Dag - 7 Satak, Subject Area – 7 Satak (“Dag 1065 Property”):**
- 7.1 The name of Mohammad Molla (since deceased) was recorded as Raiyat in the Records of Rights published under the West Bengal Land Reforms Act, 1955 in respect of Dag 1065 Property under L. R. Khatian No. 376.
- 7.2 The said Mohammed Molla a Mohamaddan died intestate leaving him surviving his wife Lal Banu Bibi and son Mansoor Ali Molla who both upon his death inherited and became entitled to the said Dag 1065 Property, absolutely.
- 7.3 By a Sale Deed dated 28<sup>th</sup> February 2006 and registered with the District Sub Registrar– II, Barasat, North 24 Parganas in Book I Volume No.1 Pages No.1 to 13 Being No.2413 for the year 2006, the said Lal Banu Bibi and Mansoor Ali Molla for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited the Dag 1065 Property, ,absolutely and forever.
- 7.4 Crescent Griha Nirman Private Limited having purchased the Dag 1065 Property thereafter got its name recorded in respect of entire 7 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore Vinimay Pvt. Ltd., Jannat Tradecom Pvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., Vishnudham Tradecon Pvt. Ltd., Delight Vintrade Pvt. Ltd., Jagvandana Commodeal Pvt. Ltd., Modakpriya Piazza Pvt. Ltd., Khushboo Tradecon Pvt. Ltd., Kailashdham Dealcom Pvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal Tradecom Pvt. Ltd., Panchdhan Vyapaar Pvt. Ltd., Pranit Vinimay Pvt. Ltd., Karan Vinimay Pvt. Ltd., Meantime Dealcom Pvt.

Ltd., Aspire Dealers Pvt. Ltd., Maninagar Dealcom Pvt. Ltd., Aaren Vinimay Pvt. Ltd., Primary Commodeal Pvt. Ltd., Overgrow Piazza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview Vinimay Pvt. Ltd., Teenlok Nirman Pvt. Ltd. and Aanya Commotrade Pvt. Ltd. Makelife Promoters Pvt. Ltd., Murlidhar Dealcom Pvt. Ltd., Roselife Piazza Pvt. Ltd., Rangarang Dealcom Pvt. Ltd., Linkstar Appartments Pvt. Ltd., Laxmidhan Vincom Pvt. Ltd., Labheshwari Commodeal Pvt. Ltd., Kesarinandan Vyapar Pvt. Ltd., Kailashdham Residency Pvt. Ltd., Funidea Dealcomm Pvt. Ltd., Dhanaasha Commodeal Pvt. Ltd., Arrowline Commodeal Pvt. Ltd., Apnapan Tradecom Pvt. Ltd. by a sale deed dealt in clause 22 hereto.

**8. Re : L.R. Dag No. 1067 – Total Area in Dag - 6 Satak, Subject Area – 6 Satak (“Dag 1067 Property”):**

8.1 The name of Eman Ali Molla was recorded as Raiyat in the Records of Rights published under the West Bengal Land Reforms Act, 1955 in respect of Dag 1067 Property under L. R. Khatian No. 92.

8.2 By a Sale Deed dated 24th January 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 01 to 29 Being No.6376 for the year 2006, the said Eman Ali Molla for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited the Dag 1067 Property, absolutely and forever.

8.3 Crescent Griha Nirman Private Limited having purchased the Dag 1067 Property thereafter got its name recorded in respect of Dag 1067 Property under L.R. Khatian No. 1208 and sold the same to Muchmore Vinimay Pvt. Ltd., Jannat Tradecom Pvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., Vishnudham Tradecon Pvt. Ltd., Delight Vintrade Pvt. Ltd., Jagvandana Commodeal Pvt. Ltd., Modakpriya Piazza Pvt. Ltd., Khushboo Tradecon Pvt. Ltd., Kailashdham Dealcom Pvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal Tradecom Pvt. Ltd., Panchdhan Vyapaar Pvt. Ltd., Pranit Vinimay Pvt. Ltd., Karan Vinimay Pvt. Ltd., Meantime Dealcom Pvt. Ltd., Aspire Dealers Pvt. Ltd., Maninagar Dealcom Pvt. Ltd., Aaren Vinimay Pvt. Ltd., Primary Commodeal Pvt. Ltd., Overgrow Piazza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview Vinimay Pvt. Ltd., Teenlok Nirman Pvt. Ltd. and Aanya Commotrade Pvt. Ltd. by sale deed dealt in clause 22 hereto.

**9. Re : L.R. Dag No. 1074 – Total Area in Dag - 5 Satak, Subject Area – 5 Satak (“Dag 1074 Property”):**

9.1 The name of Panchi Moni Dasi (since deceased) was recorded in respect of Dag 1074 Property under R.S. Khatian No. 141 and L. R. Khatian No.307

9.2 The said Panchi Moni Dasi died intestate leaving her surviving (1) Tarapada Mondal (2) (Smt.) Lila Bala Mondal (3) Bhupendra Nath Mondal (4) Nabin Chandra Mondal (5) (Smt.) Rekha Mondal (6) Kanchan Mondal (7) Biswanath Mondal (8) Gita Mondal (9) Samir Mondal (10) Sukumar Mondal (11) Namita Mondal (12) (Smt.)Mira Naskar (13) Chaya Mondal (14) (Smt.) Maya Mondal (15) Saila Bala Mondal (16) (Smt.)Mohin Mondal as her only heirs and legal representatives who all upon her death inherited and became entitled to the Dag 1074 Property, absolutely.

9.3 By a Sale Deed dated 27th December 2005 and registered with the District Registrar-II, Barasat, North 24 Parganas in Book I Volume No.I Pages 1 to 21 Being No.14 for the year

2006, the aforesaid heirs of Panchi Moni Debi for the consideration therein mentioned sold conveyed and transferred unto and to Virtual Vyapaar Private Limited amongst other properties Dag 1074 Property, absolutely and forever.

- 9.4 By a Sale Deed dated 24th April 2006 and registered with the District Sub Registrar- II, Barasat in Book I Volume No.I Pages 1 to 18 Being No.6038 for the year 2006, the said Virtual Vyapaar Private Limited for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited the Dag 1074 Property, absolutely and forever.
- 9.5 Crescent Griha Nirman Private Limited having purchased the Dag 1074 Property thereafter got its name recorded in respect of entire 5 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore Vinimay Pvt. Ltd., Jannat Tradecom Pvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., Vishnudham Tradecon Pvt. Ltd., Delight Vintrade Pvt. Ltd., Jagvandana Commodeal Pvt. Ltd., Modakpriya Plaza Pvt. Ltd., Khushboo Tradecon Pvt. Ltd., Kailashdham Dealcom Pvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal Tradecom Pvt. Ltd., Panchdhan Vyapaar Pvt. Ltd., Pranit Vinimay Pvt. Ltd., Karan Vinimay Pvt. Ltd., Meantime Dealcom Pvt. Ltd., Aspire Dealers Pvt. Ltd., Maninagar Dealcom Pvt. Ltd., Aaren Vinimay Pvt. Ltd., Primary Commodeal Pvt. Ltd., Overgrow Plaza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview Vinimay Pvt. Ltd., Teenlok Nirman Pvt. Ltd. and Aanya Commotrade Pvt. Ltd. by a sale deed dealt in clause 22 hereto.
- 10. Re : L.R. Dag No. 1075 – Total Area in Dag - 32 Satak, Subject Area – 19 Satak (“Dag 1075 Property”):**
- 10.1 The name of Ziad Ali Mondal and Syed Ali Mondal were recorded in RS Khatian No. 150 in respect of the Dag 1075 Property and the in the LR records the names of the said Ziad Ali Mondal (LR Khatian 222 – 13 Sataks), Syed Ali Mondal (LR Khatian 208 - 13 Sataks) and the name of one Sabujan Bibi (since deceased) (LR Khatian 529 – 6 Sataks) were recorded.
- 10.2 By a Sale Deed dated 12th January 2006 and registered with the District Sub Registrar-II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 20 Being No.248 for the year 2006, the said Ziad Ali Mondal for the consideration therein mentioned sold conveyed and transferred unto and to Virtual Vyapaar Private Limited All That portion measuring 12.8 Satak more or less out of the Dag 1075 Property, absolutely and forever.
- 10.3 By a Sale Deed dated 24th April 2006 and registered with the District Sub Registrar-II, Barasat, North 24 Parganas in Book I Volume No.I Pages 1 to 20 Being No.6025 for the year 2006, the said Virtual Vyapaar Private Limited for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited its 12.8 Satak more or less out of the Dag 1075 Property, absolutely and forever.
- 10.4 The said Sabujan Bibi, a Mohamaddan, died intestate leaving her surviving Mochtali Molla, Aajan Ali Molla, Rupjan Bibi, Hingljan Bibi and Mourjan Bibi as her only heirs and legal representatives who all upon her death inherited and became entitled to her share in the Dag 1075 Property, absolutely.
- 10.5 By a Sale Deed dated 5th May 2004 and registered with the Additional District Sub Registrar Bidhannagar in Book I Volume No.180 Pages 1 to 10 Being No.3074 for the year 2004, the said heirs of Sabujan Bibi for the consideration therein mentioned sold conveyed and

transferred unto and to Rina Majumder and Bijan Kumar Majumder their 6 Satak more or less out of the Dag 1075 Property, absolutely and forever.

10.6 By a Sale Deed dated 24th April 2006 and registered with the District Sub Registrar II Barasat, North 24 Parganas in Book I Volume No.362 Pages 125 to 148 Being No.6040 for the year 2006, the said Rina Majumder and Bijan Kumar Majumder for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited their 6 Satak more or less out of the Dag 1075 Property, absolutely and forever.

10.7 Crescent Griha Nirman Private Limited having purchased the Dag 1075 Property thereafter got its name recorded in respect of entire 19 Sataks under L.R. Khatian No. 1208 and sold the same to Makelife Promoters Pvt. Ltd., Murlidhar Dealcom Pvt. Ltd., Roselife Plaza Pvt. Ltd., Rangarang Dealcom Pvt. Ltd., Linkstar Appartments Pvt. Ltd., Laxmidhan Vincom Pvt. Ltd., Labheshwari Commodeal Pvt. Ltd., Kesarinandan Vyapar Pvt. Ltd., Kailashdham Residency Pvt. Ltd., Funidea Dealcomm Pvt. Ltd., Dhanaasha Commodeal Pvt. Ltd., Arrowline Commodeal Pvt. Ltd., Apnapan Tradecom Pvt. Ltd. by a sale deed dealt in clause 22 hereto.

**11. Re : L.R. Dag No. 1076 – Total Area in Dag - 28 Satak, Subject Area – 28 Satak (“Dag 1076 Property”):**

11.1 The name of the Moktar Gazi (since deceased) is recorded in RS Khatian No. 155 in respect of Dag 1076 Property.

11.2 The said Moktar Gazi, a Mohamaddan, died intestate leaving him surviving his four sons Chunnat Gazi, Yakub Gazi, Ansar Gazi and Abed Ali Gazi as his only heirs and legal representatives who all inherited and became entitled to the Dag 1076 Property, absolutely. The names of Chunnat Gazi, Yakub Gazi, Ansar Gazi and Abed Ali Gazi were recorded as Raiyat in the Records of Rights published under the West Bengal Land Reforms Act, 1955 under L. R. Khatian Nos. 196, 93, 43 and 53.

11.3 By a Sale Deed dated 6th February 2006 and registered with the District Registrar-II Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 15 Being No.1206 for the year 2006, the said Chunnat Gazi, Yakub Gazi, Ansar Gazi and Abed Ali Gazi for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited the Dag 1076 Property, absolutely and forever.

11.4 Crescent Griha Nirman Private Limited having purchased the Dag 1076 Property thereafter got its name recorded in respect of entire 19 Sataks under L.R. Khatian No. 1208 and sold the same to Makelife Promoters Pvt. Ltd., Murlidhar Dealcom Pvt. Ltd., Roselife Plaza Pvt. Ltd., Rangarang Dealcom Pvt. Ltd., Linkstar Appartments Pvt. Ltd., Laxmidhan Vincom Pvt. Ltd., Labheshwari Commodeal Pvt. Ltd., Kesarinandan Vyapar Pvt. Ltd., Kailashdham Residency Pvt. Ltd., Funidea Dealcomm Pvt. Ltd., Dhanaasha Commodeal Pvt. Ltd., Arrowline Commodeal Pvt. Ltd., Apnapan Tradecom Pvt. Ltd. by a sale deed dealt in clause 22 hereto.

**12. Re : L.R. Dag No. 1077 – Total Area in Dag - 26 Satak, Subject Area – 26 Satak (“Dag 1077 Property”):**

12.1 The name of Khetranath Bhattacharjee (since deceased) is recorded in R.S Khatian No. 386 in respect of the Dag 1077 Property.

12.2 The said Khetrananth Bhattacharjee a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his four sons namely Biswanath Bhattacharjee, Sambhunath Bhattacharjee (since deceased), Rabindra Nath Bhattacharjee (since deceased)

and Sankar Nath Bhattacharya as his only heirs and legal representatives who all upon his death inherited and became entitled to the Dag 1077 Property, absolutely. The names of the said Biswanath Bhattacharjee, Sambhunath Bhattacharjee, Rabindra Nath Bhattacharjee and Sankar Nath Bhattacharya were also recorded as Raiyats in the Records of Rights published under the West Bengal Land Reforms Act, 1955 under L. R. Khatian Nos. 342, 472, 424 and 470.

### 12.3 **Sankar's sale:**

- a) By a Sale Deed dated 5th November 1986 and registered with the Additional District Sub Registrar Bidhannagar in Book I Volume No.153 Pages 263 to 270 Being No.7989 for the year 1986, the said Sankar Nath Bhattacharya for the consideration therein mentioned sold conveyed and transferred 10.40 Satak out of the Dag 1077 Property to one Mastan Ali Molla and Enat Ali Molla, absolutely and forever.
- b) By a Sale Deed dated 5th November 1986 and registered with the Additional District Sub Registrar Bidhannagar in Book I Volume No.153 Pages 271 to 278 Being No.7990 for the year 1986, the said Sankar Nath Bhattacharya for the consideration therein mentioned sold conveyed and transferred 15.60 Satak out of the Dag 1077 Property to one Yusuf Ali Molla, Mansur Ali Molla and Ashraf Ali Molla (since deceased), absolutely and forever.

12.3.1 The said Ashraf Ali Molla, a Mohamaddan, died intestate on 20th December 2007 issueless but married leaving him surviving his wife Lalbanu Bibi (also known as Lal Bibi), four brothers namely one Yusuf Ali Molla, Mansur Ali Molla, Mastan Ali Molla and Enat Ali Molla and two sisters namely the said Roufan Bibi and Jelopan Molla as his only heirs and legal representatives who all upon his death inherited and became entitled to his share in Dag 1077 Property.

12.3.2 By a Sale Deed dated 23rd December 2014 and registered with the Additional District Sub Registrar Rajarhat in Book I Volume No.23 Pages 10989 to 11011 Being No.14307 for the year 2014, the said Lalbanu Bibi for the consideration therein mentioned sold conveyed and transferred unto and to Mithil Tradecom Private Limited, Bluesnow Niketan Private Limited, Subhkari Dealcom Private Limited, Brijdhara Tradecom Private Limited, Jagvandana Constructions Private Limited, Deepshikah Vincom Private Limited and Bosslife Enclave Private Limited 1.3 Satak out of Dag 1077 Property, absolutely and forever.

12.3.3 The said Mastan Ali Molla, Enat Ali Molla, Yusuf Ali Molla, Mansur Ali Molla, Roufan Bibi and Jelopan Bibi and Crescent Griha Nirman Private Limited sold the Dag 1077 Property by a sale deed as per clause 12.7 below.

### 12.4 **Sambhu's sale:**

12.4.1 By a Sale Deed dated 29th January 1969 and registered with the Sub Registrar Cossipore Dum Dum, in Book I Volume No.33 Pages 14 to 17 Being No.1328 for the year 1969, the said Shambhu Nath Bhattacharya for the consideration therein mentioned sold conveyed and transferred unto and to one Mamud Ali Molla (since deceased) portion measuring 5 Sataks out of the Dag 1077 Property, absolutely and forever. The name of the said Mamud Ali Molla was recorded as Raiyat in the Records of Rights published under the West Bengal Land Reforms Act, 1955 in respect of 5 Sataks under L.R. Khatian No. 388.

- 12.4.2 The said Mamud Ali Molla, a Mohamaddan, died intestate 25th June 2011 leaving him surviving his six sons namely the said Karim Ali Molla, Munaf Ali Molla, Eman Ali Molla, Aptabuddin Molla, Sahabuddin Molla and Mahiuddin Molla who all upon his death inherited and became entitled to his about 5 Sataks out of the Dag 1077 Property, absolutely.
- 12.4.3 By a Sale Deed dated 17th August 2016 and registered with the Additional District Sub Registrar Rajarhat in Book I Volume No.1523-2016 Pages 277236 to 277262 Being No.152309013 for the year 2016, the said Karim Ali Molla, Munaf Ali Molla, Eman Ali Molla, Aptabuddin Molla, Sahabuddin Molla and Mahiuddin Molla for the consideration therein mentioned sold conveyed and transferred unto and to one Mithil Tradecom Private Limited, Bluesnow Niketan Private Limited, Subhkari Dealcom Private Limited, Brijdhara Tradecom Private Limited, Jagvandana Constructions Private Limited, Deepshikah Vincom Private Limited and Bosslife Enclave Private Limited their about 5 Sataks out of the Dag 1077 Property, absolutely and forever.
- 12.4.4 The said Sambhu Nath Bhattacharya a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his wife namely Pratima Bhattacharya, his son namely Amar Bhattacharya and three daughters namely Rama Sardar, Sikha Bhattacharjee and Rekha Bhattacharjee who all upon his death inherited and became entitled to 1.65 Satak out of the Dag 1077 Property, absolutely.
- 12.4.5 By a Sale Deed dated 10th May 2006 and registered with the District Sub Registrar II, Barasat in Book I Volume No.1 pages 1 to 26 Deed No.6291 for the year 2006, the said Pratima Bhattacharya, Amar Bhattacharya, Rama Sardar, Sikha Bhattacharjee and Rekha Bhattacharjee all of whom for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 1.65 Satak out of the Dag 1077 Property, absolutely and forever.
- 12.5 Biswanath's sale:**
- 12.5.1 By a Sale Deed dated 7th November 1986 and registered with the Additional District Sub Registrar Bidhannagar in Book I Volume No.154 Pages 59 to 66 Deed No.8021 for the year 1986, the said Biswanath Bhattacharya for the consideration therein mentioned sold conveyed and transferred unto and to Nazrul Islam Dahli, Emdadul Islam Dhali and Idrish Rahaman Dhali his 6.5 Satak out of Dag 1077 Property, absolutely and forever.
- 12.5.2 By a Sale Deed dated 24th January 2006 and registered with the District Sub Registrar II Barasat in Book I Volume No.I Pages 1 to 29 Deed No.6376 for the year 2006, the said Nazrul Islam Dahli, Emdadul Islam Dhali and Idrish Rahaman Dhali for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited the said 6.5 Satak, absolutely and forever.
- 12.6 Rabindra's sale:**
- 12.6.1 The said Rabindra Nath Bhattacharya a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his wife namely Minati Bhattacharya his son namely Mithun Bhattacharjee and daughter namely Piu (Priya) Bhattacharjee who all upon his death inherited and became entitled to 6 Satak out of the Dag 1077 Property, absolutely.
- 12.6.2 By a Sale Deed dated 20th June 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No.3 Pages 7595 to 7617 Deed No.02431



for the year 2007, the said Minati Bhattacharya, Mithun Bhattacharjee and Piu (Priya) Bhattacharjee for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited their 6 Satak out of the Dag 1077 Property, absolutely and forever.

- 12.7 By a Sale Deed dated 28th November 2014 and registered with the Additional District Sub Registrar Rajarhat in Book I Volume No.21 Pages 11909 to 11941 Being No.13219 for the year 2014, the said Mastan Ali Molla, Enat Ali Molla, Yusuf Ali Molla, Mansur Ali Molla, Roufan Bibi and Jelopan Bibi and Crescent Griha Nirman Private Limited for the consideration therein mentioned sold conveyed and transferred unto and to Mithil Tradecom Private Limited, Bluesnow Niketan Private Limited, Subhkari Dealcom Private Limited, Brijdhara Tradecom Private Limited, Jagvandana Constructions Private Limited, Deepshikah Vincom Private Limited and Bosslife Enclave Private Limited the Dag 1077 Property, absolutely and forever.
13. **Re: L.R. Dag No. 1078 – Total Area in Dag 29 Satak, Subject Area – 29 Satak (“Dag 1078 Property”):**
- 13.1 The name of Jobeda Mondal wife of Moniruddin was recorded in LR Khatian No. 231 in respect of 10 Sataks.
- 13.2 The names of Abbas Ali Mondal (since deceased) and Karim Baksh Mondal (since deceased) both sons of Keramat Ali were recorded in LR Khatian Nos. 49 and 126 in respect of 4 Sataks each and the name of Amina Khatun Bibi (since deceased) was recorded in LR Khatian No. 54 in respect of 2 Sataks.
- 13.3 The name of Khatunehha Bibi (since deceased) is recorded in respect of 9 Sataks in LR Khatian No. 163.
- 13.4 The said Amina Khatun Bibi, a Mohamaddan, died intestate leaving her surviving her son Abdur Rashid Molla as her only heirs and legal representatives who all upon her death inherited and became entitled to her share in Dag 1078 Property, absolutely.
- 13.5 The said Khatun Nechha Bibi, a Mohamaddan, died intestate leaving her surviving her daughter Jaheda Bibi (since deceased) as her only heir and legal representative who upon her death inherited and became entitled to her share in Dag 1078 Property, absolutely.
- 13.6 The said Jaheda Bibi, a Mohamaddan, died intestate leaving her surviving her two sons namely Ansaruddin Ahmed and Aftabuddin Ahmed and five daughters namely Sarifa Khatoon, Jarima Begum, Sabera Khatoon, Sakila Purokait and Rasida Khatoon as her only heirs and legal representatives who all upon her death inherited and became entitled to her share in Dag 1078 Property, absolutely.
- 13.7 The said Abbas Ali, a Mohamaddan, died intestate leaving him surviving his three sons namely Subid Ali Molla, Javed Ali Molla and Ashraf Ali Molla (since deceased) and daughter Hamida Bibi as his only heirs and legal representatives who all upon his death inherited and became entitled to his share in Dag 1078 Property, absolutely.
- 13.8 The said Ashraf Ali Molla, a Mohamaddan, died intestate leaving him surviving his wife of Sobejan Bibi two sons namely Sahabuddin Molla, Jane Alam Molla as his only heirs and legal representatives who all upon his death inherited and became entitled to his share in Dag 1078 Property, absolutely.
- 13.9 That the said Karim Baksh, a Mohamaddan, died intestate leaving him surviving his wife namely Baharan Bibi (since deceased), three sons namely Atia Rahaman, Afazuddin Molla,

Moksed Ali Molla and two daughters namely Rabia Bibi and Achia Bibias his only heirs and legal representatives who all upon his death inherited and became entitled to his share in Dag 1078 Property, absolutely. The said Baharan Bibi, a Mohamaddan, also died leaving her surviving her three sons namely Atia Rahaman, Afazuddin Molla, Moksed Ali Molla and two daughters namely Rabia Bibi and Achia Bibias his only heirs and legal representatives who all upon her death inherited and became entitled to her share in Dag 1078 Property, absolutely.

- 13.10 By a Sale Deed dated 10th May 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 26 Being No.6291 for the year 2006, the said Jobed Mondal for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 9.67 Satak more or less out of Dag 1078 Property, absolutely and forever.
- 13.11 By a Sale Deed dated 25th January 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 37 Being No.632 for the year 2006, the said Abdur Rashid Molla, Ansaruddin Ahmed, Aftabuddin Ahmed, Sarifa Khatoon, Jarima Begum, Sabera Khatoon, Sakila Purokait, Rasida Khatoon, Subid Ali Molla, Javed Ali Molla, Hamida Bibi, Sobejan Bibi, Sahabuddin Molla and Jane Alam Molla for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 15.54 Satak more or less out of Dag 1078 Property, absolutely and forever.
- 13.12 By a Sale Deed dated 6th February 2006 and registered with the District Sub Registrar - II, Barasat North 24 Parganas in Book I Volume No.1 Pages 1 to 28 Being No.1202 for the year 2006, the said Atia Rahaman, Afazuddin Molla, Moksed Ali Molla, Rabia Bibi and Achia Bibi for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 3.86 Satak out of Dag 1078 Property, absolutely and forever.
- 13.13 Crescent Griha Nirman Private Limited having purchased the Dag 1078 Property thereafter got its name recorded in respect of entire 29 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore Vinimay Pvt. Ltd., Jannat Tradecom Pvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., Vishnudham Tradecon Pvt. Ltd., Delight Vintrade Pvt. Ltd., Jagvandana Commodeal Pvt. Ltd., Modakpriya Plaza Pvt. Ltd., Khushboo Tradecon Pvt. Ltd., Kailashdham Dealcom Pvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal Tradecom Pvt. Ltd., Panchdhan Vyapaar Pvt. Ltd., Pranit Vinimay Pvt. Ltd., Karan Vinimay Pvt. Ltd., Meantime Dealcom Pvt. Ltd., Aspire Dealers Pvt. Ltd., Maninagar Dealcom Pvt. Ltd., Aaren Vinimay Pvt. Ltd., Primary Commodeal Pvt. Ltd., Overgrow Plaza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview Vinimay Pvt. Ltd., Teenlok Nirman Pvt. Ltd. and Aanya Commotrade Pvt. Ltd. Makelife Promoters Pvt. Ltd., Murlidhar Dealcom Pvt. Ltd., Roselife Plaza Pvt. Ltd., Rangarang Dealcom Pvt. Ltd., Linkstar Apartments Pvt. Ltd., Laxmidhan Vincom Pvt. Ltd., Labheshwari Commodeal Pvt. Ltd., Kesarinandan Vyapar Pvt. Ltd., Kailashdham Residency Pvt. Ltd., Funidea Dealcomm Pvt. Ltd., Dhanaasha Commodeal Pvt. Ltd., Arrowline Commodeal Pvt. Ltd., Apnapan Tradecom Pvt. Ltd. and Linkplan Residency Pvt. Ltd. by a sale deed dealt in clause 22 hereto.
14. **Re: L.R. Dag No. 1081 – Total Area in Dag - 11 Satak, Subject Area – 5 Satak (“Dag 1081 Property”):**

- 14.1 The name of the Shefali Biswas was recorded as Raiyat in respect of 11 Satak in the Records of Rights published under the Act of 1955 in respect of Dag 1081 Property under L.R. Khatian No. 910.
- 14.2 By a Sale Deed dated 25th January 2006 and registered with the District Sub Registrar-II, Barasat in Book I Volume No.1 Pages 1 to 37 Being No.632 for the year 2006, the said Sefali Biswas for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited the Dag 1081 Property, absolutely and forever.
- 14.3 Crescent Griha Nirman Private Limited having purchased the Dag 1081 Property thereafter got its name recorded in respect of 5 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore Vinimay Pvt. Ltd., Jannat Tradecom Pvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., Vishnudham Tradecon Pvt. Ltd., Delight Vintrade Pvt. Ltd., Jagvandana Commodeal Pvt. Ltd., Modakpriya Plaza Pvt. Ltd., Khushboo Tradecon Pvt. Ltd., Kailashdham Dealcom Pvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal Tradecom Pvt. Ltd., Panchdhan Vyapaar Pvt. Ltd., Pranit Vinimay Pvt. Ltd., Karan Vinimay Pvt. Ltd., Meantime Dealcom Pvt. Ltd., Aspire Dealers Pvt. Ltd., Maninagar Dealcom Pvt. Ltd., Aaren Vinimay Pvt. Ltd., Primary Commodeal Pvt. Ltd., Overgrow Plaza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview Vinimay Pvt. Ltd., Teenlok Nirman Pvt. Ltd. and Aanya Commotrade Pvt. Ltd. by a sale deed dealt in clause 22 hereto.
15. **Re: L.R. Dag No. 1082 – Total Area in Dag - 14 Satak, Subject Area – 11 Satak (“Dag 1082 Property”):**
- 15.1 One Shefali Biswas, Habibar Rahaman and Muzibar Rahaman Middey were the Owners of Dag 1082 Property and their names were recorded as Raiyat in Records of Rights published under the West Bengal Land Reforms Act, 1955 in respect of the same under L.R. Khatian Nos. 910, 579 and 394.
- 15.2 By an Indenture of Gift dated 15th September 2003 and registered with the Additional District Sub Registrar Bidhannagar in Book I Being No.3882 for the 2004, the said Muzibar Rahaman Middey in consideration of his natural love and affection towards Din Mohammad Middey granted conveyed and transferred by way of gift to the said Din Mohammad Middey a portion measuring 3 Satak more or less out of Dag 1082 Property, absolutely and forever.
- 15.3 By an Indenture of Gift dated 14th October 2004 and registered with the Additional District Sub Registrar Bidhannagar in Book I Volume No.429 Pages 229 to 241 Being No.7221 for the year 2004, the said Din Mahammed Middey in consideration out of his natural love and affection towards Abubakkar Middey granted conveyed and transferred by way of gift to the said Abubakkar Middey a portion measuring 3 Satak out of Dag 1082 Property, absolutely and forever.
- 15.4 By a Sale Deed dated 25th January 2006 and registered with the District Sub Registrar II, Barasat in Book I Volume No.1 Pages 1 to 37 Being No.632 for the year 2006, the said Sefali Biswas, Habibar Rahaman and Abubakar Middey for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited the Dag 1082 Property, absolutely and forever.
- 15.5 Crescent Griha Nirman Private Limited having purchased the Dag 1082 Property thereafter got its name recorded in respect of 11 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore Vinimay Pvt. Ltd., Jannat Tradecom Pvt. Ltd., Welltime Tie-up Pvt. Ltd.,

Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., Vishnudham Tradecon Pvt. Ltd., Delight Vintrade Pvt. Ltd., Jagvandana Commodeal Pvt. Ltd., Modakpriya Plaza Pvt. Ltd., Khushboo Tradecon Pvt. Ltd., Kailashdham Dealcom Pvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal Tradecom Pvt. Ltd., Panchdhan Vyapaar Pvt. Ltd., Pranit Vinimay Pvt. Ltd., Karan Vinimay Pvt. Ltd., Meantime Dealcom Pvt. Ltd., Aspire Dealers Pvt. Ltd., Maninagar Dealcom Pvt. Ltd., Aaren Vinimay Pvt. Ltd., Primary Commodeal Pvt. Ltd., Overgrow Plaza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview Vinimay Pvt. Ltd., Teenlok Nirman Pvt. Ltd. and Aanya Commotrade Pvt. Ltd. by a sale deed dealt in clause 22 hereto.

**16. Re: L.R. Dag No. 1083 – Total Area in Dag - 5 Satak, Subject Area – 5 Satak (“Dag 1083 Property”):**

16.1 The name of Sajjed Ali Mondal (since deceased) was recorded in respect of Dag 1083 Property under L.R. Khatian No. 525.

16.2 The said Sajjed Ali Mondal, a Mohammadan, died intestate leaving him surviving his seven sons namely Amer Ali Molla, Hakim Ali Molla, Mohiuddin Molla, Mohammed Ali Molla, Mojammel Molla, Mostafa Molla and Jainal Molla as his only heirs and legal representatives who all upon his death inherited and became entitled to the Dag 1083 Property.

16.3 By two Sale Deeds both dated 20th June 2006 one registered with the District Sub Registrar II, Barasat in Book I Volume No.3 Pages 7595 to 7617 Being No.02431 for the year 2007 and the another registered with the District Sub Registrar II, Barasat in Book I Volume No.6 Pages 4467 to 4483 Being No.2220 for the year 2007, the said Amer Ali Molla, Hakim Ali Molla, Mohiuddin Molla, Mohammed Ali Molla, Mojammel Molla, Mostafa Molla and Jainal Molla for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited the Dag 1083 Property, absolutely and forever.

16.4 Crescent Griha Nirman Private Limited having purchased the Dag 1083 Property thereafter got its name recorded in respect of 5 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore Vinimay Pvt. Ltd., Jannat Tradecom Pvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., Vishnudham Tradecon Pvt. Ltd., Delight Vintrade Pvt. Ltd., Jagvandana Commodeal Pvt. Ltd., Modakpriya Plaza Pvt. Ltd., Khushboo Tradecon Pvt. Ltd., Kailashdham Dealcom Pvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal Tradecom Pvt. Ltd., Panchdhan Vyapaar Pvt. Ltd., Pranit Vinimay Pvt. Ltd., Karan Vinimay Pvt. Ltd., Meantime Dealcom Pvt. Ltd., Aspire Dealers Pvt. Ltd., Maninagar Dealcom Pvt. Ltd., Aaren Vinimay Pvt. Ltd., Primary Commodeal Pvt. Ltd., Overgrow Plaza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview Vinimay Pvt. Ltd., Teenlok Nirman Pvt. Ltd. and Aanya Commotrade Pvt. Ltd. by a sale deed dealt in clause 22 hereto.

**17. Re: L.R. Dag No. 1084 – Total Area in Dag - 21 Satak, Subject Area – 21 Satak (“Dag 1084 Property”):**

17.1 The name of Mohammed Molla (since deceased) is recorded in respect of Dag 1084 Property under L.R. Khatian No. 512.

17.2 The said Mohammed Molla, a Mohamaddan, died intestate leaving him surviving his wife namely Lal Banu Bibi and son namely Mansoor Ali Molla as his only heirs and legal representatives who both upon his death inherited and became entitled to his share in Dag 1084 Property, absolutely.

- 17.3 By a Sale Deed Dated 28th February 2006 and registered with the District Sub Registrar– II, Barasat in Book I Volume No.1 Pages No.1 to 13 Being No.2413 for the year 2006, the said Lal Banu Bibi and Mansoor Ali Molla for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited the Dag 1084 Property, absolutely and forever.
- 17.4 Crescent Griha Nirman Private Limited having purchased the Dag 1084 Property thereafter got its name recorded in respect of 21 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore Vinimay Pvt. Ltd., Jannat Tradecom Pvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., Vishnudham Tradecon Pvt. Ltd., Delight Vintrade Pvt. Ltd., Jagvandana Commodeal Pvt. Ltd., Modakpriya Piazza Pvt. Ltd., Khushboo Tradecon Pvt. Ltd., Kailashdham Dealcom Pvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal Tradecom Pvt. Ltd., Panchdhan Vyapaar Pvt. Ltd., Pranit Vinimay Pvt. Ltd., Karan Vinimay Pvt. Ltd., Meantime Dealcom Pvt. Ltd., Aspire Dealers Pvt. Ltd., Maninagar Dealcom Pvt. Ltd., Aaren Vinimay Pvt. Ltd., Primary Commodeal Pvt. Ltd., Overgrow Piazza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview Vinimay Pvt. Ltd., Teenlok Nirman Pvt. Ltd. and Aanya Commotrade Pvt. Ltd.by a sale deed dealt in clause 22 hereto.
18. **Re: L.R. Dag No. 1085 – Total Area in Dag - 19 Satak, Subject Area – 6 Satak (“Dag 1085 Property”):**
- 18.1 One Baharan Bibi (since deceased) was the Owner of Dag 1085 Property and her name was recorded as Raiyat in the Records of Rights published under the West Bengal Land Reforms Act, 1955 in respect of the same under L.R. Khatian No. 824.
- 18.2 The said Baharan Bibi, a Mohammadan, died intestate leaving her surviving her three sons namely Atia Rahaman, Afazuddin Mollaand Moksed Ali Molla and two daughters namely Rabia Bibi and Achia Bibi as her only heirs and legal representatives who all upon her death inherited and became entitled to the Dag 1085 Property, absolutely.
- 18.3 By a Sale Deed dated 6th February 2006 and registered with the District Sub Registrar-II, Barasat in Book I Volume No.1 Pages 1 to 28 Being No.1202 for the year 2006, the said Atia Rahaman, Afazuddin Molla, Moksed Ali Molla, Rabia Bibi and Achia Bibi for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited the Dag 1085 Property, absolutely and forever.
- 18.4 Crescent Griha Nirman Private Limited having purchased the Dag 1085 Property thereafter got its name recorded in respect of 6 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore Vinimay Pvt. Ltd., Jannat Tradecom Pvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., Vishnudham Tradecon Pvt. Ltd., Delight Vintrade Pvt. Ltd., Jagvandana Commodeal Pvt. Ltd., Modakpriya Piazza Pvt. Ltd., Khushboo Tradecon Pvt. Ltd., Kailashdham Dealcom Pvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal Tradecom Pvt. Ltd., Panchdhan Vyapaar Pvt. Ltd., Pranit Vinimay Pvt. Ltd., Karan Vinimay Pvt. Ltd., Meantime Dealcom Pvt. Ltd., Aspire Dealers Pvt. Ltd., Maninagar Dealcom Pvt. Ltd., Aaren Vinimay Pvt. Ltd., Primary Commodeal Pvt. Ltd., Overgrow Piazza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview Vinimay Pvt. Ltd., Teenlok Nirman Pvt. Ltd. and Aanya Commotrade Pvt. Ltd.by a sale deed dealt in clause 22 hereto.

19. **Re: L.R. Dag No. 1086 – Total Area in Dag - 58 Satak, Subject Area – 44 Satak (“Dag 1086 Property”):**

- 19.1 The names of Himangshu Bhattacharya, Sudhangshu Bhattacharya and Ushangini Debi (since deceased) were recorded in RS Khatian No. 523 in respect of 38 Sataks.
- 19.2 The name of Khatunechha Bibi (5.6 Satak), Meher Ali (also known as Mehar Ali Molla, since deceased) (4.8 Satak) and Seher Ali (1.5 Satak) were recorded in RS Khatian No. 73/1.
- 19.3 The following names are recorded as per LR records:

Khatian No.	Name	Particulars	Area (in satak)
588	Hafijuddin Molla	Son of Meher	2
316	Fajila Bibi	Wife of Meher	0
359	Mohiuddin	Son of Meher	0
274	Nasiruddin	Son of Meher	2
287	Noor Islam	Son of Meher	2
199	Chairuddin	Son of Meher	2
1018	Atab Ali	Son of Soban	2
103	Ushangini	Wife of Sashanka	10
602	Himangshu	Son of Bhupati	12
376	Md Molla	Son of Badan	14

- 19.4 The said Ushangini Debi a Hindu governed by the Dayabhaga School of Hindu Law died issueless leaving her surviving her husband’s brothers namely Himangshu Bhattacharya and Sudhangshu Bhattacharya as her only heirs and legal representatives who both upon her death inherited and became entitled to her share in Dag 1086 Property.
- 19.5 By a sale Deed dated 29<sup>th</sup> September, 1980 and registered with the Sub Registrar Cossipore Dum Dum in Book I Volume No.152 Pages 78 to 80 Being No.7433 for the year 1980, the said Himangshu Bhattacharya and Sudhangshu Bhattacharya for the consideration therein mentioned sold conveyed and transferred unto and to Mohammad Molla portion measuring 16 Sataks out of the Dag 1086 Property, absolutely and forever and thereafter the said Mohammad Molla got his name mutated as Raiyat in the Records of Rights published under the West Bengal Land Reforms Act, 1955 under LR Khatian No. 376.
- 19.6 By a Sale Deed dated 1st December 2003 and registered with the Additional District Sub Registrar Bidhannagar in Book I Volume No.577 Pages 247 to 266 Being No.10152 for the year 2003, the said Mohammad Molla for the consideration therein mentioned sold conveyed and transferred unto and to Pradeep Banerjee 16 Sataks out of Dag 1086 Property, absolutely and forever.
- 19.7 By a Sale Deed dated 6th January 2006 and registered with the District Sub Registrar -II, Barasat in Book I Volume No.1 Pages 1 to 18 Being No.179 for the 2006, the said Pradeep Banerjee for the consideration therein mentioned sold conveyed and transferred unto and to Virtual Vyapaar Private Limited 16 Sataks out of Dag 1086 Property, absolutely and forever. Virtual Vyapaar sold 16 Sataks to Crescent Griha Nirman Private Limited by a sale deed referred in clause 19.15 hereto.
- 19.8 By a Sale Deed dated 1st October 1982 and registered with the Additional District Sub Registrar Cossipore Dum Dum in Book I Volume No.365 Pages 195 to 200 Being No.9252 for

the year 1982 the said Himangshu Bhattacharya and Sudhangshu Bhattacharya for the consideration therein mentioned sold conveyed and transferred unto and to one Joydeb Mondal and Baburam Mondal 8 Sataks more or less out of Dag 1086 Property, absolutely and forever.

- 19.9 By a Sale Deed dated 14th March 1984 and registered with the Additional District Sub Registrar Cossipore Dum Dum in Book I Volume No.26 Pages 142 to 146 Deed No.920 for the year 1984, the said Himangshu Bhattacharya for the consideration therein mentioned sold conveyed and transferred unto and to the said Joydeb Mondal and Baburam Mondal another 1 Satak more or less out of Dag 1086 Property, absolutely and forever.
- 19.10 By the said sale deed dated 6th January 2006 and registered with the District Sub Registrar - II, Barasat in Book I Volume No.1 Pages 1 to 18 Being No.179 for the 2006, the said Joydeb Mondal and Baburam Mondal for the consideration therein mentioned sold conveyed and transferred unto and to Virtual Vyapaar Private Limited 9 Sataks out of Dag 1086 Property, absolutely and forever. Virtual Vyapaar sold 9 Sataks to Crescent Griha Nirman Private Limited by a sale deed referred in clause 19.15 hereto.
- 19.11 By a Sale Deed dated 31st July 1984 and registered with the Additional District Sub Registrar Bidhannagar in Book I Volume No.57 Pages 263 to 268 Being No.4287 for the year 1984, the said Himangshu Bhattacharya for the consideration therein mentioned sold conveyed and transferred unto and to Joinal Abedin Molla (since deceased) 11 Satak out of Dag 1086 Property, absolutely and forever.
- 19.12 The said Joynal Abedin Molla, a Mohamaddan, died intestate leaving him surviving his wife namely Marjina Bibi and two sons namely Bapi Molla and Mamtajul Molla and daughter namely Rina Khatun as his only heirs and legal representatives who all upon his death inherited and became entitled to 11 sataks out of Dag 1086 Property, absolutely.
- 19.13 By the said sale deed dated 6th January 2006 and registered with the District Sub Registrar - II, Barasat in Book I Volume No.1 Pages 1 to 18 Being No.179 for the 2006, the said Marjina Bibi, Bapi Molla, Mamtajul Molla and Rina Khatun for the consideration therein mentioned sold conveyed and transferred unto and to Virtual Vyapaar Private Limited 11 sataks out of Dag 1086 Property, absolutely and forever. . The said Virtual Vyapaar sold 11 Sataks to Crescent Griha Nirman Private Limited by a sale deed referred in clause 19.15 hereto.
- 19.14 The said Mehar Ali Molla, a Mohamaddan, died intestate leaving him surviving his wife namely Fazila Bibi and five sons Nasiruddin Molla, Noor Islam Molla, Chariuddin Molla, Hafizuddin Molla and Mohiuddin Molla as his only heirs and legal representatives who all upon his death inherited and became entitled to his share in Dag 1086 Property, absolutely. The names of the said Fajila Bibi, Nasiruddin Molla, Noor Islam Molla, Chariuddin Molla and Hafizuddin Molla and Mohiuddin Molla have been recorded as Raiyats in the Records of Rights published under the West Bengal Land Reforms Act, 1955 under LR Khatian Nos.316 (0 Satak), 274 (2 Satak), 287(2 Satak), 199 (2 Satak) and 588 (2 Satak) and 359 (0 Satak). Some of the heirs sold to Crescent Griha Nirman Private Limited as follows:-
- 19.14.1 By a Sale Deed dated 24th January 2006 and registered with the District Sub Registrar-II, Barasat in Book I Volume No.1 Pages 1 to 29 Deed No.6376 for the 2006, the said Hafizuddin Molla for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited All That portion 0.97 Satak more or less out of Dag 1086 Property, absolutely and forever.

- 19.14.2 By a Sale Deed dated 1st June 2005 and registered with the Additional District Sub Registrar Bidhannagar in Book I Being No.3777 for the year 2005, the said Fajila Bibi for the consideration therein mentioned sold conveyed and transferred unto and to Nazimuddin Molla portion measuring 0.55 Satak more or less out of Dag 1086 Property, absolutely and forever.
- 19.14.3 The said Mohiuddin Molla, a Mohamaddan, died intestate leaving him surviving his wife namely Rahila Bibi and five sons namely Kutubuddin Molla, Saifuddin Molla, Azizuddin Molla, Nazimuddin Molla, Anichaddin Molla and four daughters namely Sabera Bibi, Manira Bibi, Minara Khatoon and Mansura Khatoon as his only heirs and legal representatives who all upon her death inherited and became entitled to her share in Dag 1086 Property, absolutely.
- 19.14.4 By a Sale Deed dated 25th January 2006 and registered with the District Sub Registrar - II in Book I Volume No.1 Pages 1 to 37 Being No.632 for the year 2006, the said Nazimuddin Molla, Rahila Bibi, Kutubuddin Molla, Saifuddin Molla, Azizuddin Molla, Nazimuddin Molla, Anichaddin Molla, Sabera Bibi, Manira Bibi, Minara Khatoon and Mansura Khatoon for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited All That portion measuring 1.14 Satak more or less out of Dag 1086 Property, absolutely and forever.
- 19.14.5 By the said Sale Deed dated 6th January 2006 and registered with the District Sub Registrar -II, Barasat in Book I Volume No.1 Pages 1 to 18 Being No.179 for the 2006, the said Nasiruddin Molla and Noor Islam Molla for the consideration therein mentioned sold conveyed and transferred unto and to Virtual Vyapaar Private Limited 3.1 Sataks out of Dag 1086 Property, absolutely and forever.
- 19.15 By a Sale Deed dated 24th April 2006 and registered with the District Sub Registrar -II Barasat in Book I Volume No.1 Pages 1 to 19 Being No.6026 for the 2006, the said Virtual Vyapaar Private Limited for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited All That portion measuring 39.1 Satak more or less out of Dag 1086 Property, absolutely and forever.
- 19.16 By a Sale Deed dated 20th June 2006 and registered with the District Sub Registrar -II, Barasat in Book I Volume No.3 Pages 7595 to 7617 Being No.02431 for the year 2007, the said Atab Ali Molla for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 1.55 Satak more or less out of Dag 1086 Property, absolutely and forever.
- 19.17 Crescent Griha Nirman Private Limited having purchased the Dag 1086 Property thereafter got its name recorded in respect of 44 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore Vinimay Pvt. Ltd., Jannat Tradecom Pvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., Vishnudham Tradecon Pvt. Ltd., Delight Vintrade Pvt. Ltd., Jagvandana Commodeal Pvt. Ltd., Modakpriya Plaza Pvt. Ltd., Khushboo Tradecon Pvt. Ltd., Kailashdham Dealcom Pvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal Tradecom Pvt. Ltd., Panchdhan Vyapaar Pvt. Ltd., Pranit Vinimay Pvt. Ltd., Karan Vinimay Pvt. Ltd., Meantime Dealcom Pvt. Ltd., Aspire Dealers Pvt. Ltd., Maninagar Dealcom Pvt. Ltd., Aaren Vinimay Pvt. Ltd., Primary Commodeal Pvt. Ltd., Overgrow Plaza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview Vinimay Pvt. Ltd., Teenlok Nirman Pvt. Ltd., Aanya Commotrade Pvt. Ltd., Makelife Promoters Pvt. Ltd., Murlidhar Dealcom Pvt. Ltd., Roselife Plaza Pvt. Ltd.,



Rangarang Dealcom Pvt. Ltd., Linkstar Apartments Pvt. Ltd., Laxmidhan Vincom Pvt. Ltd., Labheshwari Commodeal Pvt. Ltd., Kesarinandan Vyapar Pvt. Ltd., Kailashdham Residency Pvt. Ltd., Funidea Dealcomm Pvt. Ltd., Dhanaasha Commodeal Pvt. Ltd., Arrowline Commodeal Pvt. Ltd. and Apnapan Tradecom Pvt. Ltd. by a sale deed dealt in clause 22 hereto.

**20. Re: L.R. Dag No. 1087 – Total Area in Dag – 88 Satak, Subject Area – 50 Satak (“Dag 1087 Property”):**

20.1 The name of Khetranath Bhattacharya (since deceased) is recorded in respect of 31 Satak under RS Khatian No. 386 and the names of Khatunechha Bibi (about 11 Satak), Mehar Ali Mondal (about 11 Satak) and Jahar Ali Mondal (about 3 Satak).

**20.2 30 Satak Part:**

20.2.1 The said Khetranath Bhattacharya a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his four sons namely Sambhu Nath Bhattacharya (since deceased) (8 Satak), Sankar Bhattacharya (8 Satak), Biswanath Bhattacharya (7 Satak) and Rabindranath Bhattacharya (since deceased) (7 Satak) as his only heirs and legal representatives who all upon his death inherited and became entitled to the Dag 1087 Property, absolutely. The names of the said Biswanath Bhattacharjee, Sambhunath Bhattacharjee, Rabindra Nath Bhattacharjee and Sankar Nath Bhattacharya were also recorded as Raiyats in the Records of Rights published under the West Bengal Land Reforms Act, 1955 in LR Khatian Nos. 472, 470, 342 and 424.

20.2.2 By a Sale Deed dated 7th November 2006 registered with the District Sub Registrar - II in Book I Volume No.3 Pages 6517 to 6535 Being No.2373 for the year 2007, the said Shankar Bhattacharjee for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 6.6 Satak more or less out of Dag 1087 Property, absolutely and forever.

20.2.3 The said Sambhu Nath Bhattacharyya a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his wife namely Pratima Bhattacharyya, his son namely Amar Bhattachayya and three daughters namely Rama Sardar, Sikha Bhattacharjee and Rekha Bhattacharjee as his only heirs and legal representatives who all upon his death inherited and became entitled to his share in the Dag 1087 Property, absolutely.

20.2.4 The Rabindra Nath Bhattacharjee a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his wife namely Minati Bhattacharyya and his son namely Mithun Bhattacharjee and daughter namely Piu (Priya) Bhattacharjee as his only heirs and legal representatives who all upon his death inherited and became entitled to his share in the Dag 1087 Property, absolutely.

20.2.5 By a Sale Deed dated 27th December 2005 registered with the District Registrar-II, Barasat in Book I Volume No.1 Pages 1 to 21 Being No.14 for the year 2006, the said Minati Bhattacharyya, Mithun Bhattacharyya, Piu Bhattacharyya, Pratima Bhattacharyya, Amar Bhattachayya, Rama Sardar, Sikha Bhattacharjee and Rekha Bhattacharjee for the consideration therein mentioned sold conveyed and transferred unto and to Virtual Vyapaar Private Limited their 15 Satak more or less out of Dag 1087 Property, absolutely and forever.

- 20.2.6 By a Sale Deed dated 24th April 2006 registered with the District Sub Registrar- II, Barasat in Book I Volume No.1 Pages 1 to 18 Being No.6038 for the year 2006, the said Virtual Vyapaar Private Limited for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited the said 15 Satak more or less out of Dag 1087 Property, absolutely and forever.
- 20.2.7 The said Biswanath Bhattacharya sold 13 Satak by Sale Deed dated 7th June 1985 and registered with the Additional District Sub Registrar Bidhannagar, in Book I Volume No.81F Pages 167 to 172 Being No.4266 for the year 1985 to Abdur Rahaman Dhali and 20 Satak by Sale Deed dated 7th June 1985 and registered with the Additional District Sub Registrar Bidhannagar, in Book I Volume No.81F Pages 173 to 178 Being No.4267 for the year 1985 to Abdul Rajjak Dhali, Abdul Rafique Dhali and Abdul Safique Dhali.
- 20.2.8 By a Sale Deed dated 6th September 2016 and registered with the Additional District Sub Registrar in Book I Volume No.1523-2016 Pages 290357 to 290384 Being No.152309513 for the year 2016, the said Abdul Rajjak Dhali, Abdul Rafique Dhali and Abdul Safique Dhail and Abdur Rahaman Dhali for the consideration therein mentioned sold conveyed and transferred unto and to Nirmalmaya Commodeal Private Limited, Mithil Tradecom Private Limited, Bluesnow Niketan Private Limited, Jagvandana Constructions Private Limited, Deepshika Vincom Private Limited, Bosslife Enclave Private Limited their 8 Satak more or less out of Dag 1087 Property, absolutely and forever. In this Deed the sellers accepted their ownership of only 8 Sataks and disclaimed the right in respect of the remaining part of the Dag 1087 Property.
- 20.3 20 Satak Part:**
- 20.4 The said Mehar Ali Molla, a Mohamaddan, died intestate leaving him surviving his wife namely Fazila Bibi and five sons namely Nasiruddin Molla, Noor Islam Molla, Chariuddin Molla, Hafizuddin Molla and Machiuddin Molla as his only heirs and legal representatives who all upon his death inherited and became entitled to his share in Dag 1087 Property, absolutely. The names of the said Fazila Bibi, Nasiruddin Molla, Noor Islam Molla, Chariuddin Molla and Hafizuddin Molla and Machiuddin Molla have been recorded as Raiyats in the Records of Rights published under the West Bengal Land Reforms Act, 1955 under LR Khatian Nos.316 (4 Satak), 274 (5 Satak), 287(5 Satak), 199 (5 Satak) and 588 (6 Satak) and 359 (5 Satak). Some of the heirs sold to Crescent Griha Nirman Private Limited as follows:-
- 20.4.1 By a Sale Deed dated 24th January 2006 and registered with the District Sub Registrar-II, Barasat in Book I Volume No.1 Pages 1 to 29 Deed No.6376 for the 2006, the said Hafizuddin Molla for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 5.90 Satak more or less out of Dag 1087 Property, absolutely and forever.
- 20.4.2 By a Deed of Gift dated 24th August 2004 and registered with the Additional District Sub Registrar Bidhannagar in Book I Volume No.92 Pages 195 to 207 Deed No.1531 for the year 2005, the said Chariuddin Molla in consideration of his natural love and affection towards Noor Islam Molla granted conveyed and transferred to Noor Islam Molla by way of gift All That portion measuring 2.90 Satak more or less out of Dag 1087 Property, absolutely and forever.
- 20.4.3 By a Sale Deed dated 24th April 2006 registered with the District Sub Registrar II Barasat in Book I Volume No.362 Pages 125 to 148 Being No.6040 for the year 2006, the said

Nasiruddin Molla and Noor Islam Molla for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited their 12.70 Satak more or less out of Dag 1087 Property, absolutely and forever.

- 20.4.4 The said Mohiuddin Molla, a Mohamaddan, died intestate leaving him surviving his wife namely Rahila Bibi and his five sons namely Kutubuddin Molla, Saifuddin Molla, Azizuddin Molla, Nazimuddin Molla, Anichaddin Molla and four daughters namely Sabera Bibi, Manira Bibi, Minara Khatoon and Mansura Khatoon as his only heirs and legal representatives who all upon her death inherited and became entitled to her share in Dag 1087 Property, absolutely.
- 20.4.5 By a Sale Deed dated 25th January 2006 and registered with the District Sub Registrar - II in Book I Volume No.1 Pages 1 to 37 Being No.632 for the year 2006, Rahila Bibi, Kutubuddin Molla, Saifuddin Molla, Azizuddin Molla, Nazimuddin Molla, Anichaddin Molla, Sabera Bibi, Manira Bibi, Minara Khatoon and Mansura Khatoon for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 4.91 Satak more or less out of Dag 1087 Property, absolutely and forever.
- 20.5 The name of Atab Ali Molla is recorded as Raiyat in the Records of Rights published under the West Bengal Land Reforms Act, 1955 in respect of 2 Satak out of Dag 1087 Property under LR Khatian No. 1018.
- 20.6 By a Sale Deed dated 20th June 2006 registered with the District Sub Registrar-II, Barasat in Book I Volume No.3 Pages 7595 to 7617 Deed No.02431 for the year 2007, the said Atab Ali Molla for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 1.99 Satak more or less out of Dag 1087 Property, absolutely and forever.
- 20.7 Crescent Griha Nirman Private Limited having purchased about 47.1 Satak out of Dag 1087 Property thereafter got its name recorded in respect of 44 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore Vinimay Pvt. Ltd., Jannat Tradecom Pvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., Vishnudham Tradecon Pvt. Ltd., Delight Vintrade Pvt. Ltd., Jagvandana Commodeal Pvt. Ltd., Modakpriya Plaza Pvt. Ltd., Khushboo Tradecon Pvt. Ltd., Kailashdham Dealcom Pvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal Tradecom Pvt. Ltd., Panchdhan Vyapaar Pvt. Ltd., Pranit Vinimay Pvt. Ltd., Karan Vinimay Pvt. Ltd., Meantime Dealcom Pvt. Ltd., Aspire Dealers Pvt. Ltd., Maninagar Dealcom Pvt. Ltd., Aaren Vinimay Pvt. Ltd., Primary Commodeal Pvt. Ltd., Overgrow Plaza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview Vinimay Pvt. Ltd., Teenlok Nirman Pvt. Ltd. and Aanya Commotrade Pvt. Ltd. Makelife Promoters Pvt. Ltd., Murlidhar Dealcom Pvt. Ltd., Roselife Plaza Pvt. Ltd., Rangarang Dealcom Pvt. Ltd., Linkstar Apartments Pvt. Ltd., Laxmidhan Vincom Pvt. Ltd., Labheshwari Commodeal Pvt. Ltd., Kesarinandan Vyapar Pvt. Ltd., Kailashdham Residency Pvt. Ltd., Funidea Dealcomm Pvt. Ltd., Dhanaasha Commodeal Pvt. Ltd., Arrowline Commodeal Pvt. Ltd., Apnapan Tradecom Pvt. Ltd. and Linkplan Residency Pvt. Ltd. by sale deed dealt in clause 22 hereto.
21. **Re : R.S. and L.R. DAG No. 1088: Total Area in Dag -28 Satak, Subject Area -19 Satak ("Dag 1088 Property"):**

- 21.1 The names of Subal Chandra Mondal (since deceased), Sanyasi Charan Mondal and Arjun Charan Mondal were recorded in respect of Dag 1088 Property under RS Khatian No. 355 and as Raiyats in the Records of Rights published under the West Bengal Land Reforms Act, 1955 under LR Khatian Nos. 17 (10 Satak – ArjunCharan Mondal), 558 (9 Satak SubalChandra Mondal) and 493 (9 Satak – SanyasiCharan Mondal).
- 21.2 The said Subal Chandra Mondal a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his wife namely (Smt.) Subhadra Mondal and three sons namely Jaydeb Mondal, Baburam Mondal and Sanjay Mondal and five daughters namely Smt. Baruni Naskar, Smt. Mina Das, Smt. Jhunu Mondal, Smt. Ranu Naskar and Smt. Sumita Mondal as his only heirs and legal representatives who all upon his death inherited and became entitled to the Dag 1088 Property, absolutely.
- 21.3 By an Indenture of Gift dated 11th March 2005 and registered with the Additional District Sub Registrar Bidhannagar in Book I Volume No.228 Pages 290 to 302 Being No.3759 for the year 2005, the said Subhadra Mondal, Baruni Naskar, Mina Das and Jhunu Mondal, Runu Naskar and Sumita Mondal in consideration of their natural love and affection towards the said Jaydeb Mondal, Baburam Mondal and Sanjay Mondal granted conveyed and transferred by way of gift to the said Jaydeb Mondal, Baburam Mondal and Sanjay Mondal their 6 Satak out of the Dag 1088 Property, absolutely and forever.
- 21.4 By a Sale Deed dated 14th September 2005 and registered with the District Registrar Barasat in Book I Being No.5471 for the year 2005, the said Arjun Charan Mondal, Jaydeb Mondal, Baburam Mondal and Sanjay Mondal for the consideration therein mentioned sold conveyed and transferred unto and to Navketan Enterprise the Dag 1088 Property, absolutely and forever.
- 21.5 By a Sale Deed dated 24th April 2006 registered with the District Sub Registrar II Barasat in Book I Volume No.I Pages 1 to 14 Being 6039 for the year 2006, the said Navketan Enterprise for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited the Dag 1088 Property, absolutely and forever.
- 21.6 Crescent Griha Nirman Private Limited having purchased about 19 Satak out of Dag 1088 Property thereafter got its name recorded in respect of 19 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore Vinimay Pvt. Ltd., Jannat Tradecom Pvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., Vishnudham Tradecon Pvt. Ltd., Delight Vintrade Pvt. Ltd., Jagvandana Commodeal Pvt. Ltd., Modakpriya Plaza Pvt. Ltd., Khushboo Tradecon Pvt. Ltd., Kailashdham Dealcom Pvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal Tradecom Pvt. Ltd., Panchdhan Vyapaar Pvt. Ltd., Pranit Vinimay Pvt. Ltd., Karan Vinimay Pvt. Ltd., Meantime Dealcom Pvt. Ltd., Aspire Dealers Pvt. Ltd., Maninagar Dealcom Pvt. Ltd., Aaren Vinimay Pvt. Ltd., Primary Commodeal Pvt. Ltd., Overgrow Plaza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview Vinimay Pvt. Ltd., Teenlok Nirman Pvt. Ltd. and Aanya Commotrade Pvt. Ltd. Makelife Promoters Pvt. Ltd., Murlidhar Dealcom Pvt. Ltd., Roselife Plaza Pvt. Ltd., Rangarang Dealcom Pvt. Ltd., Linkstar Apartments Pvt. Ltd., Laxmidhan Vincom Pvt. Ltd., Labheshwari Commodeal Pvt. Ltd., Kesarinandan Vyapar Pvt. Ltd., Kailashdham Residency Pvt. Ltd., Funidea Dealcomm Pvt. Ltd., Dhanaasha Commodeal Pvt. Ltd., Arrowline Commodeal Pvt. Ltd., Apnapan Tradecom Pvt. Ltd. and Linkplan Residency Pvt. Ltd. by a sale deed dealt in clause 22 hereto.
22. **Sale by Crescent Griha Nirman Private Limited and Current Owners:**

22.1 Save a few sales mentioned above, Crescent Griha Nirman Private Limited has sold its purchased areas as follows:-

Sl.	Dag	Area	Owners	Particulars of Deed
1	1061	48 satak	1. Muchmore Vinimay Pvt. Ltd.	A1. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 311394 to 311432, Being No. 152310262 for the year 2016.
2	1062	29 Satak out of 46 Satak	2. Jannat Tradecom Pvt. Ltd.	A2. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310400 to 31438, Being No. 152310253 for the year 2016
3	1065	4 Satak out of 7 Satak	3. Welltime Tie-up Pvt. Ltd.	A3. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310439 to 31476, Being No. 152310254 for the year 2016
4	1067	6 Satak	4. Meantime Developers Pvt. Ltd.	A4. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 311238 to 311276, Being No. 152310255 for the year 2016
5	1074	5 Satak	5. Dhanaasha Homes Pvt. Ltd.	A5. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 311277 to 311315, Being No. 152310256 for the year 2016
6	1078	1 Satak out of 29 Satak	6. Labheshwari Residency Pvt. Ltd.	A6. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 311316 to 311354, Being No. 152310257 for the year 2016.
7	1079	33 Satak out of 35 Satak	7. Vishnudham Tradecon Pvt. Ltd.	A7. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume , Pages 311433 to 311471 Being No. 152310259 for the year 2016.
8	1080	37 Satak	8. Delight Vintrade Pvt. Ltd.	A8. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 311199 to 311237, Being No. 152310265 for the year 2016.
9	1081	5.5 Satak out of 11 Satak	9. Jagvandana Commodeal Pvt. Ltd.	A9. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 311355 to 311393,
10	1082	11 Satak out of 14 Satak	10. Modakpriya Piazza Pvt. Ltd.	
			11. Khushboo Tradecon Pvt. Ltd.	
			12. Kailashdham Dealcom Pvt. Ltd.	
			13. Moriya Enclave Pvt. Ltd.	
			14. Funidea Towers Pvt. Ltd.	
			15. Safal Tradecom Pvt. Ltd.	
			16. Panchdhan Vyapaar Pvt. Ltd.	
			17. Pranit Vinimay Pvt.	

11	1083	5 Satak	Ltd. 18. Karan Vinimay Pvt. Ltd.	Being No. 152310264 for the year 2016. A10. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 311082 to 311120, Being No. 152310266 for the year 2016.
12	1084	21 Satak	19. Meantime Dealcom Pvt. Ltd. 20. Aspire Dealers Pvt. Ltd.	A11. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 311121 to 311159, Being No. 152310267 for the year 2016.
13	1085	6.33 Satak out of 19	21. Maninagar Dealcom Pvt. Ltd. 22. Aaren Vinimay Pvt. Ltd.	A12. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 311023 to 311061, Being No. 152310269 for the year 2016.
14	1086	42 Satak out of 58 Satak	23. Primary Commodeal Pvt. Ltd. 24. Overgrow Piazza Pvt. Ltd.	A13. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 311160 to 311198, Being No. 152310270 for the year 2016.
15	1087	18.1 Satak out of 88 Satak	25. Nirmalkunj Highrise Pvt. Ltd. 26. Mangalnayak Homes Pvt. Ltd.	A14. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310516 to 310554, Being No. 152310244 for the year 2016.
16	1088	14 Satak out of 28 Satak	27. Highview Vinimay Pvt. Ltd. 28. Teenlok Nirman Pvt. Ltd. 29. Aanya Commotrade Pvt. Ltd. Note : Each of the aforesaid 29 New Buyers have purchased 1/29 <sup>th</sup> share in the property mentioned in SI No. 1 to 16.	A15. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310477 to 310515, Being No. 152310245 for the year 2016. A16. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310555 to 310593, Being No. 152310246 for the year 2016. A17. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310633 to 310671, Being No. 152310249 for the year 2016. A18. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume

				<p>1523-2016, Pages 310361 to 310399, Being No. 152310250 for the year 2016.</p> <p>A19. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310322 to 310360, Being No. 152310252 for the year 2016.</p> <p>A20. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310594 to 310632, Being No. 152310248 for the year 2016.</p> <p>A21. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310672 to 310710, Being No. 152310241 for the year 2016.</p> <p>A22. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310945 to 310983, Being No. 152310235 for the year 2016.</p> <p>A23. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310984 to 311022, Being No. 152310236 for the year 2016.</p> <p>A24. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310711 to 310749, Being No. 152310237 for the year 2016.</p> <p>A25. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310789 to 310827, Being No. 152310238 for the year 2016.</p> <p>A26. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310867 to 310905, Being No. 152310240 for the year 2016.</p> <p>A27. Sale Deed dated 28.09.2016 registered</p>
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				<p>with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310750 to 310788, Being No. 152310242 for the year 2016.</p> <p>A28. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310828 to 310866, Being No. 152310243 for the year 2016.</p> <p>A29. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310906 to 310944, Being No. 152310234 for the year 2016.</p>
17	1062	17 satak out of 46 satak	1. Makelife Promoters Pvt. Ltd.	B1. Sale deed dated 13.01.2016 at ADSR Rajarhat, in Book No. I, Volume 1523-2016, pages 18460 to 18492, Being No. 152300332 for the year 2016.
18	1064	7 satak	2. Murlidhar Dealcom Pvt. Ltd.	B2. Sale deed dated 13.01.2016 at ADSR Rajarhat, in Book No. I, Volume 1523-2016, pages 18493 to 18525, Being No. 152300333 for the year 2016.
19	1065	3 satak out of 7 satak	3. Roselife Plazza Pvt. Ltd.	B3. Sale deed dated 13.01.2016 at ADSR Rajarhat, in Book No. I, Volume 1523-2016, pages 18233 to 18265, Being No. 152300326 for the year 2016.
20	1075	19 satak out of 32 satak	4. Rangarang Dealcom Pvt. Ltd.	B4. Sale deed dated 13.01.2016 at ADSR Rajarhat, in Book No. I, Volume 1523-2016, pages 18167 to 18199, Being No. 152300322 for the year 2016.
21	1076	28 satak	5. Linkstar Appartments Pvt. Ltd.	B5. Sale deed dated 13.01.2016 at ADSR Rajarhat, in Book No. I, Volume 1523-2016, pages 18394 to 18426, Being No. 152300323 for the year 2016.
22	1078	24 satak out of 29 satak	6. Laxmidhan Vincom Pvt. Ltd.	B6. Sale deed dated 13.01.2016 at ADSR Rajarhat, in Book No. I, Volume 1523-2016, pages 18361 to 18393, Being No. 152300330 for the year 2016.
23	1079	2 satak out of 35	7. Labheshwari Commodeal Pvt. Ltd.	B7. Sale deed dated 13.01.2016 at ADSR Rajarhat, in Book No. I, Volume 1523-2016, pages 18266 to 18298, Being No. 152300328 for the year 2016.
24	1086	2 satak out of 58 satak	8. Kesarinandan Vyapar Pvt. Ltd.	
25	1087	25 satak out of	9. Kailashdham Residency Pvt. Ltd.	
			10. Funidea Dealcomm Pvt. Ltd.	
			11. Dhanaasha Commodeal Pvt. Ltd.	
			12. Arrowline	



		88 satak	Commodeal Pvt. Ltd.	B8. Sale deed dated 13.01.2016 at ADSR Rajarhat, in Book No. I, Volume 1523-2016, pages 18328 to 18360, Being No. 152300327 for the year 2016.
26	1088	3 satak out of 28 satak	13. Apnapan Tradecom Pvt. Ltd. Note : Each of the aforesaid 13 New Buyers have purchased 1/13 <sup>th</sup> share in the property mentioned in Sl No. 17 to 26.	B9. Sale deed dated 13.01.2016 at ADSR Rajarhat, in Book No. I, Volume 1523-2016, pages 18200 to 18232, Being No. 152300325 for the year 2016. B10. Sale deed dated 13.01.2016 at ADSR Rajarhat, in Book No. I, Volume 1523-2016, pages 18100 to 18133, Being No. 152300321 for the year 2016. B11. Sale deed dated 13.01.2016 at ADSR Rajarhat, in Book No. I, Volume 1523-2016, pages 18134 to 18166, Being No. 152300316 for the year 2016. B12. Sale deed dated 13.01.2016 at ADSR Rajarhat, in Book No. I, Volume 1523-2016, pages 18427 to 18459, Being No. 152300331 for the year 2016. B13. Sale deed dated 13.01.2016 at ADSR Rajarhat, in Book No. I, Volume 1523-2016, pages 18067 to 18099, Being No. 152300317 for the year 2016.
27	1078	4 satak out of 88 satak	Linkplan Residency Pvt. Ltd.	C1. Sale deed dated 13.05.2016 at ADSR Rajarhat, in Book No. I, Volume 1523-2016, pages 164792 to 164813, Being No. 152305257 for the year 2016.
28	1087	4 satak out of 29 satak		
29	1088	2 satak out of 28 satak		

23. The owners caused their names to be mutated in the LR records under LR Khatian Nos. 3111, 3112, 3113, 3114, 3115, 3116, 3117, 3118, 3119, 3120, 3121, 3122, 3123, 3124, 3125, 3126, 3127, 3129, 3130, 3131, 3132, 3133, 3134, 3135, 3136, 3137, 3138, 3139, 3140, 2991, 2992, 2993, 2994, 2995, 2996, 2997, 2998, 2999, 3000, 3001, 3002, 3003, 2858, 2859, 2860, 2861, 2862, 2863, 2864, 3149 and 3054.
24. By a Deed of Exchange dated 20th August 2018 made between (1) Muchmore Vinimay Private Limited, (2) Jannat Tradecom Private Limited, (3) Welltime Tie-Up Private Limited, (4)

Meantime Developers Private Limited, (5) Dhanaasha Homes Private Limited, (6) Labheshwari Residency Private Limited, (7) Vishnudham Tradecon Private Limited, (8) Delight Vintrade Private Limited, (9) Jagvandana Commodeal Private Limited, (10) Modakpriya Plaza Private Limited, (11) Khushboo Tradecon Private Limited, (12) Kailashdham Dealcom Private Limited, (13) Moriya Enclave Private Limited, (14) Funidea Towers Private Limited, (15) Safal Tradecom Private Limited, (16) Panchdhan Vyapaar Private Limited, (17) Pranit Vinimay Private Limited, (18) Karan Vinimay Private Limited, (19) Meantime Dealcom Private Limited, (20) Aspire Dealers Private Limited, (21) Maninagar Dealcom Private Limited, (22) Aaren Vinimay Private Limited, (23) Primary Commodeal Private Limited, (24) Overgrow Plaza Private Limited, (25) Nirmalkunj Highrise Private Limited, (26) Mangalnayak Homes Private Limited, (27) Highview Vinimay Private Limited, (28) Teenlok Nirman Private Limited, (29) Aanya Commotrade Private Limited, (30) Makelife Promoters Private Limited, (31) Murlidhar Dealcom Private Limited, (32) Roselife Plaza Private Limited, (33) Rangarang Dealcom Private Limited, (34) Linkstar Apartments Private Limited, (35) Laxmidhan Vincom Private Limited, (36) Labheshwari Commodeal Private Limited, (37) Kesarinandan Vyapar Private Limited, (38) Kailashdham Residency Private Limited, (39) Funidea Dealcomm Private Limited, (40) Dhanaasha Commodeal Private Limited, (41) Arrowline Commodeal Private Limited and (42) Apnapan Tradecom Private Limited as the First Parties and (1) Abdul Khayer Mondal, (2) Abul Siddik Mondal, (3) Abul Kalam Mondal, (4) Abu Taher Mondal And (5) Abu Taleb Mondal as the Second Parties and registered with Additional District Sub-Registrar, Rajarhat, New Town, North 24 Parganas in Book I Volume No. 1523-2018 Pages 317778 to 317896 Being No. 152309576 for the year 2018, the said Muchmore Vinimay Private Limited & 41 others conveyed and transferred their divided and demarcated portion measuring 6.74 Sataks more or less out of the 44 Sataks in R.S. and L.R. Dag No. 1086 in favour of the said Abdul Khayer Mondal & 4 others and in exchange the said Abdul Khayer Mondal & 4 others conveyed and transferred their divided and demarcated portion measuring 6.74 Sataks in the said Dag No. 1087 in favour of the said Muchmore Vinimay Private Limited & 41 others, absolutely and forever.

25. By the Development Agreement the Owners, inter alia, did thereby grant to the Promoter the exclusive right to develop the said Land by constructing the Buildings at the Project for mutual benefits and for the consideration and on the terms and conditions therein contained. Under and in terms, of the Development Agreement, it was, inter alia, agreed between the Owners and the Promoter as follows:-
- i. The said Land shall be developed in multiple phases at the discretion of the Promoter
  - ii. The consideration receivable from sale of the Units (including the Designated Apartment) and other transferable areas shall belong to the Owners and the Promoter in the ratio of 5%:95% respectively and the entire Other Charges and Deposits shall exclusively belong to the Promoter;
  - iii. All consideration and Other Charges and Deposits and other amounts shall be payable by the intending buyers to the Promoter, whose acknowledgement and receipt of the same shall bind the Promoter as well as the Owners and the Promoter shall separately pay to the Owners the share of the Owners in the same.

- iv. The Owners would join in as party to the agreements for sale that may be entered into by the Promoter for sale of any Unit or other saleable area and also upon construction and completion of the Buildings at the Project to complete the sale and transfer of the said share in the land and all and whatever their share, right, title and interest in the such Units including Designated Apartment.
- 26 The plans for construction of the Buildings at the Project has been sanctioned by the Rajarhat Panchayat Samity vide Memo No. 2360/RPS dated 27.05.2019.
- 27 There is a Title Suit No. 37 of 2018 (Mostafa Molla –v- Rishinox Buildwell LLP) filed before the before the Ld. Civil Judge (Jr. Div.) at Barasat. The proceedings is in respect of portion of RS/LR Dag No. 1082 wherein the said Mostafa Molla has claimed himself to be the owner of 3 decimal. The Promoter has taken the stand in the said Suit that the said 3 decimal does not form part of the Whole Project. No order has been passed till date in the case.

**SCHEDULE-A-2****DISCLOSURES, ACKNOWLEDGMENTS & NECESSARY TERMS:**

- A. DEFINITIONS:** Unless, in this agreement, there be something contrary or repugnant to the subject or context:
- a. **“this agreement”** shall mean the Agreement and Schedules all read together.
  - b. **“Co-owners”** shall insofar as the Project is concerned mean (a) all the allottees of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Owner/Promoter, shall mean the respective Owner and/or Promoter and insofar as the Whole Complex is concerned mean (a) all the allottees of Units in the Whole Complex excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Owner/Promoter, shall mean the respective Owner and/or Promoter;
  - c. **“sanctioned plan”** shall mean the plan sanctioned by the Rajarhat Panchayat Samity vide Memo No. 2360/RPS dated 27.05.2019 and include the modification plans and also include any other additions/alterations to the sanctioned/modification plans subject to compliance of the Act.
  - d. **“other exigencies”** shall include Acts of Government, Statutory Body etc., strike, riot, mob, air raid, order of injunction or otherwise restraining or suspending development or construction at the said Land or in obtaining connections of the water, drainage, electricity or other connections by the Court of Law, Tribunal or Statutory Body.
  - e. **“scheduled date”** shall mean the date of completion of the project as per registration with the Authority and include the extension of registration, if any, granted to the said project by the Authority, as per the Act.
  - f. **“Maintenance in-charge”** shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and until then mean the Promoter;
  - g. **“Common Purposes”** shall mean the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners and, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common.
  - h. **“Phases”** shall mean the First Phase, the Second Phase and the Third Phase as per para B above.

- i. Gender: words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
  - j. Number: words importing singular number shall according to the context mean and construe the plural number and vice versa.
- 1 All payments shall be made by the Allottee against proper receipts by the Promoter and the Allottee shall not be entitled to claim nor to set up any other evidence regarding the payment.
  - 2 The Tax Deductible at Source under the Income Tax Laws shall, if applicable be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law. The Promoter or the Owners shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS.
    - 2.1 The Promoter has been empowered and authorized under the Development Agreement to receive all amounts from the Allottee. The Promoter and the Owner shall apportion their respective entitlements in terms of the Development Agreement or as they may mutually agree and the Allottee shall have no concern therewith. Further the Promoter has also been empowered and authorized under the Development Agreement to receive the entire Other Charges and Deposits from the Allottee and the Allottee has satisfied himself about such rights of the Promoter.
  - 3 The sanctioned/modification plans relates to the Whole Complex without the benefit of road width arising due to road widening as per the prevalent alignment and shall be developed in phases by the Promoter. The phases shall be as follows:-
    - (a) The first phase shall comprise of multistoried apartment buildings as described in Part-I of Schedule A-3 hereto which is the Project.
    - (b) The Second Phase to contain multistoried apartment buildings as described in Part-II of Schedule A-3 hereto
  - 3.2 Since there is high possibility of sanction of additional building/s at the said Land owing, primarily to, the implementation of road widening as per the prevalent alignment and the Promoter has identified a portion of the said Land for construction of such additional building/s in the third phase ("**Third Phase**"). It is made clear by the Promoter that it will not be necessary for the Promoter to develop the Third Phase. Some areas and amenities in the different phases shall be common between the First Phase and the Second Phase and some shall be common between all the three phases. Subject to any modification that may arise in future a tentative list of such multi phase common areas and amenities are listed in Part-II, Part-III and Part-IV of Schedule E.
  - 3.3 This agreement is in respect of the Project which is part of First Phase.
  - 4 The said Building shall contain certain Common Areas as specified in clause 1.1 of Part-I of Schedule E hereunder written and which the Allottee shall have the right to use in common with the Owners, the Promoter and other Co-owners of the said Building and other persons permitted by the Promoter. The Project shall also contain certain Common Areas as specified in clause 1.2 of Part-II of the Schedule E hereunder written which the Allottee shall have the right to use in common with the Owners, the Promoter and other Co-owners of the Project

and other persons permitted by the Promoter. The Whole Complex shall contain certain Common Areas as specified in Part-III and Part-IV of the Schedule E hereunder written which the Allottee shall have the right to use in common with the Owners, the Promoter and other Co-owners of the Whole Complex including Second Phase and Third Phase (if developed by the Promoter), and other persons permitted by the Promoter. Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas by the Allottee either independently or in common with any other Co-owner.

- 5 The Project contains open and covered parking spaces as per sanctioned plans (“Car Parking Areas”). In addition, the Project also contain open spaces which are not forming part of the amenities and facilities mentioned in Schedule D and Schedule E and which can be used for parking “Open Parking Areas”. For a regulated and disciplined use of these spaces, the Promoter has reserved rights to allot parking rights in these Open Parking Areas exclusively to the Allottees who need the same and apply for the same with preference being given by the Promoter to those Allottees who do not otherwise have parking space in the Project. The Allottee agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the Open Parking Areas to any other allottee nor to disturb the use of the allotted parking space by the concerned allottee.
- 6 The Promoter intends to make further additions and alterations to the Building Plans without affecting the Designated Apartment or reducing the amenities and facilities mentioned in Schedule D and Schedule E. The Promoter shall take consent of the Allottee at the appropriate time if and to the extent required under the Act and which such consent shall not be unreasonably withheld.
- 7 The Allottee acknowledges and confirms that the Promoter shall have the exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project and/or the Whole Project or any of them Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by Rajarhat Panchayat Samity and upon complying with the applicable provisions of the Act and/or Rules.
- 8 Upon construction of the Buildings the Promoter shall finally identify and demarcate portions of the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for parking and for any other use.
- 9 Others: As part of the Total Price, the Allottee shall also pay to the Promoter the following amounts:=
  - 9.1 Fees and expenses, if any, payable to the any Authority towards Sale/Transfer Permission fees.
  - 9.2 Proportionate share of costs, charges and expenses for procuring electricity connection by way of Transformer, Electric Sub-station, LT Panel, **Meter Rooms** for the Project to be notified separately by the Promoter upon its procurement.
  - 9.3 Proportionate share of costs, charges and expenses in respect of additional fire safety measures if required to be undertaking due to any subsequent legislation / government order or directives or guidelines or if deemed necessary by the Promoter beyond the present

provision of providing electric wiring in each apartment and firefighting equipment in the common areas only as prescribed in the existing fire fighting code/ regulations.

- 9.4 Goods and Service Tax on the above amounts.
- 10 Deposits: The Allottee shall also pay and deposit and keep deposited the amounts on the following heads:-
- 10.1 The Allottee shall pay to the Promoter a non refundable sum of Rs. \_\_\_\_\_/- towards provisional Maintenance Corpus/Sinking Fund.
- 10.2 The Allottee shall deposit and/or keep deposited with the Promoter as and by way of advance maintenance deposit, a sum of Rs. \_\_\_\_\_/-, equivalent to \_\_\_months' maintenance charges at the rate mentioned herein to remain in deposit with the Promoter. As against the bills for monthly maintenance charges to be raised by the Promoter upon the Allottee in respect of the Designated Apartment for \_\_\_\_\_ months from the expiry of notice period of the intimation given to the Allottee to take possession, the Promoter shall adjust one-twelfth of such advance maintenance deposit.
- 11 The Deposit paid to the Promoter shall be held by the Promoter as interest free security deposit and unless any amount out of the same is adjusted due to non payment of the taxes and outgoings payable by the Allottee, the same or the unadjusted portion thereof shall be transferred to the Association by the Promoter.
- 12 The payment of charges as per clause 9 and 10 of Schedule A-2 above shall be made by the Allottee to the Promoter before taking possession of the Designated Apartment and within 30 days of receiving Intimation for possession from the Promoter.
- 13 The refund and/or payment of any amount by the Promoter to the Allottee in terms of this agreement may be made by the Promoter by depositing the amount in the bank account of the Allottee as per the details already provided by the Allottee in the Application for allotment of the Designated Apartment and the same shall be and be deemed to be sufficient discharge of the Promoter in respect of payment of such amount.
- 14 **Fittings & Fixtures:** Except those provided by the Promoter, all fitouts to be put-up, erected and installed at or inside the Designated Apartment including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fitout works, the Allottee shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire rules and others and with minimum noise and without causing any disturbance or annoyance to the other Co-owners. The Allottee shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fitout works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in anyway damage or destroy the beams and columns on the floor, ceiling and walls of the Designated Apartment. The Allottee shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Allottee while carrying out any fitout or other activity.
- 15 The Promoter may use alternative similar substitutes in respect of any item of the specifications, fixtures, fittings or amenities morefully mentioned in the Schedule D and Schedule E hereto.

- 16 The Allottee shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the Project or any part thereof by the Promoter due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Designated Apartment and/or the Common Areas).
- 17 Nothing contained in this Agreement shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.
- 18 The Owners/Promoter would convey proportionate undivided indivisible share in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise requires such sale to be carried out in favour of the Association, then such sale shall be carried out in favour of the Association, to which the Allottee hereby agrees.
- 19 The ownership and enjoyment of the Designated Apartment by the Allottee shall be Subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules as stipulated in Schedule E hereto.
- 20 The Allottee may only after a period of 12 months from the date of execution of this agreement and that too upon taking prior written consent of the Promoter and against payment of the sum equivalent to @2% (two percent) of the Total Price (excluding Other Charges and Taxes) hereunder or at which the Designated Apartment is purchased by the nominee, whichever be higher, in advance to the Promoter, get the name of his nominee substituted in his place and stead in the records of the Promoter as the Buyer of the Designated Apartment subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the risk and costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to @2% (two percent) mentioned in this clause in respect of the Designated Apartment paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its transferee but the Owners or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Owners or the Promoter or to which the Owners or the Promoter are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to the Owners and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee shall not, however, be entitled to assign or transfer this agreement for a period of twelve months from the date of execution hereof nor to let out, sell, transfer or part with possession of the Designated Apartment at any time until all the amounts, charges, outgoings and dues payable by the Allottee to the Promoter in respect of the Designated Apartment are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoter.
- 21 The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of 5 years from the date of the Completion Certificate.



- 22 The power backup from the Common Generator in the Project shall be commenced only upon 50% percent of the Co-owners (other than the Owners or the Promoter) taking possession of their respective Units in the Project and not before and the Allottee, in case it takes possession of the Designated Apartment before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter shall have the discretion to reduce or waive the said requirement of minimum percentage of occupancy at any time.
- 23 **AREA CALCULATION:**
- 23.1 **Carpet Area of Unit:** The carpet area for the Designated Apartment or any other Unit shall mean the net usable floor area of such Unit, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Unit.
- 23.2 **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Unit.
- 23.3 **Open Terrace Area:** The net usable area of the exclusive open space attached to the Designated Apartment if granted to the Allottee.
- 23.4 **Built-up Area:** The built-up area for the Designated Apartment or any other Unit shall mean the Carpet Area of such Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony and the area covered by all other external walls of the such Unit/Balcony.
- 23.5 **Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Designated Apartment is undivided \_\_\_\_\_ Square feet more or less.
- 23.6 **Unit Area for CAM:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee, the area shall be the sum total of the Built-up Area and Proportionate Common Area which is \_\_\_\_\_ Square feet more or less.
- 24 The Promoter has taken construction finance for construction of the Project by mortgaging the said Land and the construction **Provided However That** any such mortgage if it relates to the Designated Apartment shall be redeemed/discharged by the Promoter by way of repayment of the loan prior to the execution of Deed of Conveyance by the Promoter in favour of the Allottee in terms hereof.
- 25 In case the Allottee, with the prior written consent of the Promoter, obtains any housing loan or finance to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of this agreement and the entire obligation or liability in respect of the same shall be that of the Allottee alone.
- 26 Unless changed by the Promoter, Messrs. Design Cell of Kolkata shall be the Architect for the Project.
- 27 The Project shall bear the name “**Rishi Pranaya- Phase I**” or such other name as be decided by the Promoter from time to time. The Tower 1 and 2 shall also bear such name or such other name as be decided by the Promoter from time to time. The name of the Project cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.

### SCHEDULE A-3

#### PART-I

**FIRST PHASE (PROJECT)**

1. Tower 1 having lower basement, upper basement, ground floor and 24 upper floors as per sanctioned plan dated 27.05.2019 and as per modification plans having lower basement, upper basement, ground floor and 23 upper floors
2. Tower 2 having lower basement, upper basement, ground floor and 24 upper floors as per sanctioned plan dated 27.05.2019 and as per modification plans having lower basement, upper basement, ground floor and 23 upper floors
3. Common Amenities and Facilities as mentioned in Part-I of Schedule E hereto.

**PART-II****SECOND PHASE**

1. Tower 3 having lower basement, upper basement, ground floor and 18 upper floors as per sanctioned plan dated 27.05.2019 and as per modification plans having lower basement, upper basement, ground floor and 23 upper floors
2. Tower 4 having lower basement, upper basement, ground floor and 17 upper floors as per sanctioned plan dated 27.05.2019 and as per modification plans having lower basement, upper basement, ground floor and 23 upper floors
3. Common Amenities and Facilities to be identified by the Promoter as being exclusive to the Second Phase on its launch.

**THIRD PHASE (SUBJECT TO SANCTION AND LAUNCH)**

1. Such Building/s as may be sanctioned.

In case the modification plans are not sanctioned due to any reason whatsoever then the Building/s shall be as per the sanctioned plan dated 27.05.2019 without recourse to the modifications envisaged under the modification plans.

**SCHEDULE 'B' -FLOOR PLAN OF THE APARTMENT**

**SCHEDULE 'C' - PAYMENT PLAN\***

The Total price shall be paid by the Allottee to the Promoter in installments as follows:

<b>PAYMENT SCHEDULE</b>
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Particulars	Heads	Amount in Rs.P.**	Goods and Service Tax	Total
10% as Booking Amount as earnest money before execution hereof (including part payments made heretofore)	Unit Price	_____	_____	_____
	OC & D Amount	_____ _____	_____ _____	_____ _____
10% as further earnest money on the Execution of this Agreement	Unit Price	_____	_____	_____
	OC & D Amount	_____	_____	_____
10% as further earnest money within 15 days of completion of Piling of Building	Unit Price	_____	_____	_____
	OC & D Amount	_____	_____	_____
5% as further earnest money within 15 days of completion of Lower Basement Roof casting of Tower _____	Unit Price	_____	_____	_____
	OC & D Amount	_____	_____	_____
5% as further earnest money within 15 days of completion of Upper basement roof slab casting of Tower _____	Unit Price	_____	_____	_____
	OC & D Amount	_____	_____	_____
5% as further earnest money within 15 days of completion of third floor slab casting of Tower _____	Unit Price	_____	_____	_____
	OC & D Amount	_____	_____	_____
5% as further earnest money within 15 days of completion of seventh floor slab casting of Tower _____	Unit Price	_____	_____	_____
	OC & D Amount	_____	_____	_____
5% as further earnest money within 15 days of completion of eleventh floor slab casting of Tower _____	Unit Price	_____	_____	_____
	OC & D Amount	_____	_____	_____
5% as further earnest money within 15 days of completion of fifteenth floor slab casting of Tower _____	Unit Price	_____	_____	_____
	OC & D Amount	_____	_____	_____
5% as further earnest money within	Unit Price	_____	_____	_____

15 days of completion of nineteenth floor slab casting of Tower _____	OC & D Amount	_____	_____	_____	_____
5% as further earnest money within 15 days of completion of twenty-third floor slab casting of Tower _____	Unit Price	_____	_____	_____	_____
	OC & D Amount	_____	_____	_____	_____
5% as further earnest money within 15 days of completion of Brickwork of Tower _____	Unit Price	_____	_____	_____	_____
	OC & D Amount	_____	_____	_____	_____
5% as further earnest money within 15 days of completion of External Plaster of Designated Apartment	Unit Price	_____	_____	_____	_____
	OC & D Amount	_____	_____	_____	_____
5% as further earnest money within 15 days of completion of Flooring of Designated Apartment	Unit Price	_____	_____	_____	_____
	OC & D Amount	_____	_____	_____	_____
5% as further earnest money within 15 days of installation of lifts of Tower _____	Unit Price	_____	_____	_____	_____
	OC & D Amount	_____	_____	_____	_____
10% being the balance consideration within 30 days of receiving intimation from the Promoter to take possession of the Designated Apartment	Unit Price	_____	_____	_____	_____
	OC & D Amount	_____	_____	_____	_____

**\*\*Note :-**

- (1) Statutory, Legal Charges, Cess and Taxes are Extra.
- (2) Conveyance Deed to be executed at the Unit Price.

**SCHEDULE 'D' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT).****1. UNIT:**

<b>1</b>	<b>Wall Finish Interior</b>	Wall Plaster of Paris / equivalent over Fly Ash bricks / AAC Blocks Surface.
<b>2</b>	<b>Flooring</b>	Bedroom /Living / Dining Room- Vitrified tiles / Anti-Skid Ceramic Tiles with Skirting.
<b>3</b>	<b>Water Proofing</b>	Floors of kitchen, Bathrooms, Pool and Terraces
<b>4</b>	<b>Kitchen</b>	-
a)		Granite Platform.
b)		Flooring- Vitrified / Anti-Skid Tiles.
c)		Stainless Steel sink
d)		Dado Tiles upto 2 ft. above the counter / platform.
e)		Provision for installing Exhaust Fan.
f)		Electric Point for Refrigerator, Water Filter and Microwave.
<b>5</b>	<b>Toilet</b>	-
a)		Anti-Skid Ceramic tiles for flooring.
b)		Wall Tiles up to door height.
c)		White Sanitary Ware
d)		CP fittings
e)		Electrical points for Geyser and Exhaust Fan.
f)		Plumbing provision for Hot/Cold water line.
<b>6</b>	<b>Electrical</b>	-
a)		Concealed Copper Wiring with modular switches.
b)		A.C.Points in living / dining and all bedrooms.
c)		15 Amp and 5 Amp electrical points in all Bedrooms, Living / Dining, Kitchen and Toilets with protective MCB's.
d)		Door Bell point at the main entrance door.
e)		Cable T.V. & Telephone Provisioned points in living / dining.
f)		Provision for Electric point for Washing Machine
<b>7</b>	<b>Lightening Protection</b>	As per compliance with IS 2309
<b>8</b>	<b>Doors</b>	-
a)		Door Frame - Made of treated wood.
b)		Main Door- Flush doors with wooden primer , Handles, Eye Piece & Night Latch.
c)		Internal Doors - Flush doors with Wooden Primer & Locks at all Toilets & Bedrooms.
<b>9</b>	<b>Windows</b>	Standard powder coated aluminium section / UPVC windows shutters with glass glazing.

**SCHEDULE 'E' - SPECIFICATIONS, AMENITIES, FACILITIES {WHICH ARE PART OF THE PROJECT, SECOND PHASE AND THE THIRD PHASE(SUBJECT TO SANCTION AND LAUNCH)}.**

**PART-I**

**1. AMENITIES, FACILITIES:**

**1.1 Common Areas exclusive to the said Project:**

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

**PART-II**

**1.2 Common Areas at the Project and to be also used by the Allottees of the Second Phase and Third Phase once they are respectively launched :**

- (i) Driveways and paths and passages at the said Project except those reserved by the Promoter for exclusive use.
- (ii) Transformer, Sub-station and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
- (iii) CCTV at ground floor level with central security surveillance and at any other place, if so provided by the Promoter. Initial Intercom connectivity within intra flats, block reception and security kiosks.
- (iv) Underground water reservoir
- (v) Municipal Water supply or Deep tube well for water supply with water distribution pipes to the Overhead water tanks of the Buildings at the Project.
- (vi) Water waste and sewerage evacuation pipes and drains from the Buildings at the Project to the municipal drains.
- (vii) DG Set, its panels, accessories and wirings and space for installation of the same.
- (viii) Rain water Recharge PITS
- (ix) Composting Plant
- (x) STP
- (xi) Club Facility in terms of clause 1.6.1 below.
- (xii) Boundary wall and gate and Security Gate House
- (xiii) Residential fire fighting system with sprinklers and smoke detectors in the Common Areas in the Buildings at the Project all as per norms.
- (xiv) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Project.

**PART-III****1.3 Common Areas at the Second Phase and to be also used by the Allottees of the Project and by the Allottes of the Third Phase once it is launched :**

- (i) Driveways and paths and passages at the Land of the Second Phase except those reserved by the Promoter for exclusive use.
- (ii) CCTV at ground floor level with central security surveillance and at any other place, if so provided by the Promoter.
- (iii) Initial Intercom connectivity within **intra flats**, block reception and security kiosks.
- (iv) Municipal Water supply or Deep tube well for water supply with water distribution pipes to the Overhead water tanks of the Buildings at the Project.
- (v) Water waste and sewerage evacuation pipes and drains from the Buildings at the Project to the municipal drains.
- (vi) Club Facility in terms of clause 1.6.2 below.
- (vii) Residential fire fighting system with sprinklers and smoke detectors in the Common Areas in the Buildings at the Project all as per norms.
- (viii) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the First Phase and Second Phase

**PART-IV****1.4 Common Areas at the Third Phase and to be also used by the Allottees of the Project and by the Allottes of the Second Phase:**

- (i) Driveways and paths and passages at the Land of the Third Phase except those reserved by the Promoter for exclusive use.
- (ii) CCTV at ground floor level with central security surveillance and at any other place, if so provided by the Promoter.
- (iii) Initial Intercom connectivity within **intra flats**, block reception and security kiosks.
- (iv) Municipal Water supply or Deep tube well for water supply with water distribution pipes to the Overhead water tanks of the Buildings at the Project.
- (v) Water waste and sewerage evacuation pipes and drains from the Buildings at the Project to the municipal drains.
- (vi) Residential fire fighting system with sprinklers and smoke detectors in the Common Areas in the Buildings at the Project all as per norms.
- (vii) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the First Phase, Second Phase and Third Phase

**1.5 SPECIFICATIONS(WHICH ARE PART OF THE PROJECT):**

<b>1</b>	<b>Foundation</b>	RCC Foundation resting on cast-in-situ reinforced concrete bored piles complying with relevant IS Code.
<b>2</b>	<b>Structure Frame Work</b>	Earthquake Resistant RCC framed structure complying with relevant IS Code.
<b>3</b>	<b>Common Roof</b>	RCC Roof with Waterproofing
<b>4</b>	<b>Wall Finish Exterior</b>	Weather-Proof Paint finish.
<b>5</b>	<b>Ground floor Lobby</b>	-
<b>a)</b>		Dedicated Ground Floor Lobby for each Block/Tower.
<b>b)</b>		Flooring of Stone/ Vitrified Tiles.

c)		Stone/Tile Cladding/ Acrylic Emulsion Paint in the Lobby Area.
6	<b>Staircase &amp; Typical Floor Lobby</b>	-
a)		Staircases - Stairs laid with Stone / Tiles.
b)		Wall of Lobby area - Stone/Tile Cladding/ OBD / Acrylic Emulsion Paint.
c)		Lobby Floor - Vitrified tiles / Stone in floor.
7	<b>Triple Level Car Park including Two Basements</b>	Flooring - VDF with broom finish / chequered tile / Pavers, Wall - Snowcem paint and Floor drain.
8	<b>Elevators / Lifts</b>	-
a)		2 no. Lift/ Elevator in each Block/Tower starting from Ground floor.
b)		1 no. Stretcher Lift/Service Elevator in each Block/Tower starting from basement.
9	<b>Lighting at certain Common Spaces</b>	Adequate LED Illumination in all Lobbies, Staircases & Common Areas.

**1.6 Club Facility:** The Promoter proposes to erect, install and/or make available certain facilities mentioned below ("Club Facility" which expression shall include any modifications or alterations of all or any such facility) partly in Project and partly in Second Phase:

**1.6.1 Part of Club Facility in Project:**

- 1.6.1.1 Swimming Pool and Kids Pool with changing room
- 1.6.1.2 Faux Green upper podium level with Sitting Area/Adda Zone
- 1.6.1.3 Senior citizen's area- on upper podium level
- 1.6.1.4 Gym / Cafeteria with first time installation of equipments, airconditioner and piped music system.
- 1.6.1.5 Community hall with first time installation of airconditioners and music system
- 1.6.1.6 Children Play Area
- 1.6.1.7 Chess Court
- 1.6.1.8 Cabana
- 1.6.1.9 Morning walkers/joggers pathway at 5.5 meter level

**1.6.2 Part of Club Facility in Second Phase:**

- 1.6.2.3 Open Air Amphitheatre
- 1.6.2.4 Home Theatre
- 1.6.2.5 Community Hall with Faux Geen Lawn
- 1.6.2.6 Open area meditation zone
- 1.6.2.7 Outdoor Gym
- 1.6.2.8 Art Studio
- 1.6.2.9 Yoga Room
- 1.6.2.10 Library
- 1.6.2.11 Morning walkers/joggers pathway at 5.5 mtr. level



**1.7 FACILITIES**

- 1.7.1 Provision for 24 hrs. Water Supply as per clause 1.2(vi) of Schedule E above
  - 1.7.2 CCTV with Central Security Surveillance as per clause 1.2(iii) of Schedule E above
  - 1.7.3 Gated Community – Well trained Security Personnel/ Guards at Strategic Points as per clause 1.2(xii) of Schedule E above
  - 1.7.4 Initial Intercom Connectivity within Intra flats, Club, Block Lobby & Security kiosks as per clause 1.2(iv) of Schedule E above
  - 1.7.5 Initial installation of Residential Fire Fighting system with Sprinklers & Smoke Detectors as per norms as per clause 1.2(xiii) of Schedule E above
  - 1.7.6 Provision for 24/7 Generator/Power Back up for all common areas & services as per clause 1.2(viii) of Schedule E above
  - 1.7.7 Generator/Power back up for Flats –1BHK-500W, 2BHK-750 W & 3 BHK-1000W as per clause 1.2(viii) of Schedule E above
  - 1.7.8 Service Toilets for Housekeeping, Facility Management, Staffs etc
  - 1.7.9 Each building would be equipped with a Passenger & Stretcher lift. All Lifts of Reputed make as per clause 1.1(iii) of Schedule E above.
  - 1.7.10 Initial decoration at Ground floor Lobby
  - 1.7.11 Dedicated Wardrobe space in flats
  - 1.7.12 Provision for Lower basement, upper basement, Ground level and podium level car parks.
- 1.8 The Allottee agrees to pay the fixed costs and charges in respect of the Club Facility as part of Other Charges. On the Club Facility becoming functional, the Allottee shall comply with all rules and regulations as framed by the Maintenance In-charge for proper management and use thereof. In particular and without prejudice to the generality of the foregoing provisions, the Allottee shall also be liable to pay the charges as prescribed by the Promoter or the Maintenance In-charge from time to time for use of the Community Hall for his private functions or ceremonies, if permitted by the Promoter or the Maintenance In-charge. The Club Facility may be used by the Allottee alongwith family members residing at the Designated Apartment in common with other persons who may be permitted by the Maintenance In-charge. In case any visitor or guest of the Allottee desires to avail the such facilities, the Allottee shall obtain a written consent from the Maintenance In-charge who shall be at liberty to refuse the same or to levy such charges and/or conditions in respect of the same as the Maintenance In-charge may deem fit and proper.

## SCHEDULE E1

## (HOUSE RULES)

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

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

project, as such all the car park owners shall co-operate among themselves as to the allotted parking areas for smooth ingress and egress of all the cars.

4. In case the Allottee is granted the exclusive right to use any Open Terrace as a right appurtenant to Designated Apartment, the right of the Allottee to use of such Open Terrace shall be subject to the following conditions:-:
  - (i) to use the Open Terrace for the purpose for which it has been sanctioned and in a decent and respectable manner and keep the same at all times in a fully repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times.
  - (ii) not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to display any light or signage from the same so as to be visible from outside nor to put any grills or glass or poles or any item going beyond the height of the parapet.
  - (iii) not to allow or permit any leakage or seepage of water from the floor to any other portion of the Buildings at the Project;
  - (iv) not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
  - (v) not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Open Terrace nor allow the accumulation of water thereat nor store or allow any one to store any goods articles or things in the said Open Terrace or anywhere at the said Land.
  - (vi) not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Open Terrace and/or the Buildings at the Project and/or the said Land and/or outside walls of the Buildings at the Project save in the manner indicated by the Promoter or the Maintenance In-Charge.
  - (vii) not to transfer or assign or part with their right of use of the Open Terrace or part with the possession of the said Open Terrace, independent of the Designated Apartment and vice versa.
  - (viii) not to sub-divide the Open Terrace in any manner.
  
5. The use of the Common Areas including but not limited to the Club Facility shall be done by the Allottee using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas (including the Club Facility) and appoint agencies for maintenance of the same. The Allottee shall not hold the Owners or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any Club Facility by the Allottee or his family members or any other person.
  
6. Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
  
7. Not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
  
8. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Apartment **PROVIDED HOWEVER THAT** nothing contained

herein shall prevent the Allottee to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Apartment save that the Allottee shall have the right install window/ split air-conditioners at the place/s provided therefor in the Designated Apartment.

9. To apply for and obtain at his own costs separate assessment and mutation of the Designated Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
10. Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the Buildings at the Project passing through the Designated Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Buildings at the Project or any part thereof.
11. not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
12. not to install or keep or operate any generator in the Designated Apartment or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the Buildings at the Project or the said Land save the battery operated inverter inside the Designated Apartment.
13. not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders
14. not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
15. no bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
16. to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Apartment at all reasonable times for construction and completion of the Buildings at the Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Designated Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;
17. to use the Common Areas only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Owners and the Promoter and all other persons entitled thereto.
18. to install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Designated Apartment free from all hazards relating to fire.
19. to keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Buildings at the Project and not to do or cause to be done anything in or around the Designated Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Apartment.

20. not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Buildings at the Project or may cause any increase in the premia payable in respect thereof.
21. not to commit or permit to be committed any alteration or changes in, or draw from outside the Buildings at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.
22. to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Premises and other Common Purposes.
23. keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the said Land.
24. to maintain at his own costs, the Designated Apartment and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Panchayat Samiti, WBSEDC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
25. not to alter the outer elevation or façade or colour scheme of the Buildings at the Project (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Buildings at the Project otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
26. Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
27. not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
28. not to use the Designated Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.
29. To allow and permit the Promoter the following rights and authorities:-
  - (i) The Promoter shall at all times also be entitled to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., (hereinafter referred to "as Project Branding") and the Allottee or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.
  - (ii) The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the Owners, suppliers and providers of facilities including but not

limited to setting up telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services therefrom by the Owners/supplier/service provider) against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such Owners/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro tanto subsidize meet the Common Expenses to that extent.

- 30.** The Allottee binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-
- (i) Property tax and/or Municipal rates and taxes and water tax, (if any,) assessed on or in respect of the Designated Apartment directly to the BLLRO and any other appropriate authority Provided That so long as the Designated Apartment is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.
  - (ii) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Apartment or the Building or the said Land and whether demanded from or payable by the Allottee or the Maintenance In-charge and the same shall be paid by the Allottee wholly in case the same relates to the Designated Apartment and proportionately in case the same relates to the Building or the said Land or any part thereof.
  - (iii) Electricity charges for electricity consumed in or relating to the Designated Apartment (including any applicable minimum charges and proportionate share of transmission loss).
  - (iv) Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Designated Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
  - (v) Proportionate share of all Common Expenses (including those mentioned in Schedule E-2 hereunder written) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, maintenance charges calculated @ Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) only per Square foot per month of the Unit Area for CAM mentioned in clause 23.6 of Schedule A-2 above. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.
  - (vi) In case the Allottee has opted for the Parking Facility, the Allottee shall pay the Parking Facility Maintenance Charges calculated @Rs.\_\_\_\_/- per annum to be increased every \_\_\_ years by \_\_\_% (\_\_\_percent) of the amount then payable.

- (vii) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottee.
  - (viii) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- 30.1. All payments to be made by the Allottee shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box earmarked for the Designated Apartment Provided That any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof and the Allottee shall bear and pay the same accordingly and without any delay, demur or default
- 30.2. The maintenance charges does not include any payment or contribution towards the major repair, replacement, reinstatement etc., of the Common Areas and the Allottee shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee.
- 30.3. The liability of the Allottee to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Allottee to take possession.
- 30.4. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Allottee and his employees customers agents tenants or licencees and/or the Designated Apartment.
- 30.4.1 The Allottee shall be and remain responsible for and to indemnify the Owners, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Buildings at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and/or the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

**SCHEDULE E-2**

Common Expenses shall include the following (“**Common Expenses**”):

1. **MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting, upkeep etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Said Building, Project Branding, lifts, generators, intercom, CCTV, water pump with motors, the Parking Spaces and all adjoining side spaces and all related, gutters and water pipes for all purposes, equipments and accessories, machinery, tools and tackles, Club related equipment’s etc., drains and electric cables and wires in under or upon the Said Building and/or the Project and/or the Club and related facilities and/or enjoyed or used by the Allottee in common with other occupiers or serving more than one Unit/flat and other saleable space in the Building and at the Premises, main entrance, landings and staircase of the Building enjoyed or used by the Allottee in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other part of the Said Building and/or the Project so enjoyed or used by the Allottee in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipments and installations comprised in the Common Areas (including lifts, generators, intercom, water pump with motor, Club related equipment’s, electricity, light fittings etc), Project Branding and also the costs of repairing, renovating and replacing the same and also the Parking Spaces.
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
4. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
6. **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas, Project Branding and also the Parking Spaces or any part thereof against normal degeneration or damages and/or force majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **PARKING SPACES:** All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement, renovation, overhaul, in respect of the Parking Spaces and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Owners, the Promoter, the Association for the common purposes.