

AGREEMENT FOR SALE

THIS AGREEMENT is made on this day of , Two Thousand Twenty Four
(2024).

Contd.....

AMONGST

(1). NEGUS SERVICES PRIVATE LIMITED [PAN No. AABCN5422D], a company incorporated under the Companies Act, 1956, having its Registered Office at 18, R.N. Mukherjee Road, 1st Floor, P.O. G.P.O, P.S. Hare street, Kolkata – 700001, represented by its **Director, MR. MANOJ KUMAR BUDHIA [PAN No. AFAPB5130P] [Aadhaar No. 3825 9946 9702]**, son of Late Prabhu Dayal Budhia, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 5A, Mukherjee Para Lane, Kalighat, P.O. Kalighat, P.S. Kalighat, Circus Avenue, Kolkata-700026, West Bengal and

(2). "WITHAL SERVICES PRIVATE LIMITED", (PAN-AAACW4481E), a company incorporated under the Companies Act. 1956, having its Regd. Office at 18, R.N. Mukherjee Road, 1st Floor, P.O. - GPO, P.S.- Hare Street, Kolkata 700001, represented by its **Director, MR. MANOJ KUMAR BUDHIA [PAN No. AFAPB5130P] [Aadhaar No. 3825 9946 9702]**, son of Late Prabhu Dayal Budhia, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 5A, Mukherjee Para Lane, Kalighat, P.O. Kalighat, P.S. Kalighat, Circus Avenue, Kolkata-700026, West Bengal,

hereinafter called the **"OWNERS"** (which expression shall unless excluded by or repugnant to the subject or context here of be deemed to mean and include **its** executors, administrators, representatives, assigns, nominee or nominees and also Successors and Legal heirs) of the **FIRST PART**.

The land owner No. 1 is represented by **its** constituted attorney namely **JAMALUDDIN MOLLA [PAN NO. AIYPM1138K], [AADHAAR NO. 426241332212]**, son of Mojambari Molla, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Lauhati, Rajarhat, P.O. Lauhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, by a **Registered Development Agreement along with Registered Power of Attorney** both dated **18th Day of August, 2022** registered at the office of the Additional Registrar of Assurance IV, Kolkata and also recorded in Book No. 1, Volume No. 1904-2022. Pages from 842251 to 842290 **bearing Deed No, 13186 of the year 2022.**

The land owner No. 2 is represented by **its** constituted attorney namely **JAMALUDDIN MOLLA [PAN NO. AIYPM1138K], [AADHAAR NO. 426241332212]**, son of Mojambari Molla, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Lauhati, Rajarhat, P.O. Lauhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, by a **Registered Development Agreement along with Registered Power of Attorney** both dated **18th Day of August, 2022** registered at the office of the Additional Registrar of Assurance IV, Kolkata and recorded in Book No. 1, Volume No. 1904-2022. Pages from 842291 to 842350 **bearing Deed No, 13187 of the year 2022.**

AND

NITU DEVELOPERS PRIVATE LIMITED [PAN NO. AAECN1633P], a Private Limited Company, incorporated under the provisions of Companies Act, 1956, having its Registered Office address at Lauhati, Rajarhat, P.O. Lauhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, represented by its Managing Director, **JAMALUDDIN MOLLA [PAN NO. AIYPM1138K], [AADHAAR NO. 426241332212]**, son of Mojambari Molla, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Lauhati, Rajarhat, P.O. Lauhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, hereinafter called and referred to as the **"DEVELOPER"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include **its** executors, administrators, representatives, assigns, nominee or nominees and also Successors - in - interest) of the **SECOND PART**.

A N D

_____ hereinafter called and referred to as the "PURCHASER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, executors, administrators, representatives, assigns, nominee or nominees) of the **THIRD PART**.

DEFINITIONS -

- 1.1 **"Architect"** shall mean the Architect appointed or to be appointed from time to time by Owners/Promoters for the purpose of planning, designing and supervision of the construction of the Building(s).
- 1.2 **Allotment/Agreement For Sale** – shall mean the provisional allotment letter and/or this Agreement for sale of the Apartment.
- 1.3 **Apex Body or Federation** means an independent body formed by and consisting of all the associates registered under the WB Apartment Ownership Act or any other legal entity constituted of the **Purchaser/Purchasers** in various buildings/phase of entire housing complex where each such associate or any other legal entity, as the case may be, which cooperate in the maintenance and administration of common areas and amenities and facilities provided in the whole project while independently retaining control of its own internal affairs and administration in respect of each of the buildings/phase for which they are formed.
- 1.4 **Block/Tower** shall mean a building consisting of several Apartment Units and other spaces intended for independent or exclusive use.
- 1.5 **Association of Purchasers'** means a collective body of the **Purchasers** of a real estate project, by whatever named called, registered under any law for the time being in force, acting as a group to serve the cause of its members and shall include the authorized representatives of the **Purchaser/Purchasers**.
- 1.6 **Built up Area** shall mean the area of the unit to be allotted and shall include, inter alia the area of covered balcony attached thereto and also thickness of the outer walls, internal walls columns pillars therein Provided That if any wall column or pillar being common between two units then half of the area under such wall, column or pillar shall be included in each such unit to be certified by the Architects.
- 1.7 **Whole Project** shall mean the entire Housing Complex envisaged at present to comprise altogether Phase 1, 2, 3 and future proposed buildings Projects/Phases including the Completed Phases. Future extensions to this Complex will merge and integrate and become part of this Complex.
- 1.8 Project/ Phase Plan shall mean the project plan for **SUN SHINE GREEN CITY Block C** in the Plan.
- 1.9 **Carpet Area** shall mean the net usable floor area of the Unit, excluding the area covered by the external walls, areas under the services shafts exclusive balcony appurtenant to the said Unit for exclusive use of the **Purchaser/Purchasers** or verandah area and exclusive open terrace area, as the case may be which is appurtenant to the net usable floor area of an Unit meant for the exclusive use of the Purchaser/Purchasers, but includes the internal partition walls of the Unit.
- 1.10 **Proportionate Share** will be fixed on the basis of the area of the Unit purchased in proportion to the area of all the Units in the Residential Complex or block as the case may be PROVIDED THAT where it refers to the share of the Purchaser/Purchasers in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied.
- 1.11 **Phase of a Real Estate Project** means a phase which may consist of one or more building or a wing of the building in case of building with multiple wings or defined number of floors in a multistoried building/wing.
- 1.12 **Super Built up Area/ Chargeable Area/Salable area for Maintenance** will be the built up Area and including the right in common parts and common portions like

entrance lobby and upper floor lobbies, stair-cases, landings, stair covers, community hall, lift shafts, lift machine rooms, plumbing shaft, fire shaft, electrical shaft, drivers' and servants / common toilet, electrical rooms, CC TV Room, service areas, and overhead tank, overhead fire tank, STP, underground tank, rain water harvesting tank, garbage room/vat, pump room, security room, fire tank, sump and common roof, maintenance offices or stores, security or fire control rooms and architectural features if provided etc. as agreed between the Owners/Promoters and Purchaser/Purchasers in this agreement of Sale for which proportionate cost has been collected from the **Purchaser/Purchasers**.

- 1.13 **Structural Engineer** shall mean the Engineer appointed or to be appointed from time to time by Owners/Promoters for the preparation of the structural design and drawings of the buildings.
- 1.14 **THE ACT** : The ACT Means WBRERA ACT, 2016 and the project is already registered under WBRERA ACT being project registration number _____
- 1.15 **THE SANCTION PLAN**: The sanction plan means the building plan which was sanctioned by the executive officer of the Rajarhat Panchayet Samity, Rajarhat, North 24 Parganas being **Approval Order No.** _____/RPS dated _____

BACKGROUND OF THE OWNERSHIP:

OWNERSHIP OF NEGUS SERVICES PRIVATE LIMITED

1. WHEREAS:

By an indenture of conveyance dated 1st September 2017 registered in the office of A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 1523-2017, Pages from 259427 to 259449 being **Deed No. 152308866 for the 2017, Jamaluddin Molla** (recorded owner) being the Vendor therein, sold, conveyed and transferred in favour of **Negus Services Private Limited** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **13 Satak** more or less, comprised in **R.S. & L.R. Dag Nos. 4101 & 4109, under L.R. Khatian No. 10030**, lying and situated at **Mouza - Bishnupur**, JL No. 44. R.S. No. 126, Touzi No 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24 Parganas, Kolkata - 700135, in the State of West Bengal, the said land clearly as under following manner :

Saleable Land	Share of land	Out of Total land	R.S. &LR . Dag	LR .Kh . No	Nature of Land
04.00 Satak	0.0533	75 Satak	4101	10030	Sali
09.00 Satak	0.6000	15 Satak	4109	10030	Sali
13.00 Satak in total					

2. WHEREAS:

By an indenture of conveyance dated 1st September 2017 registered in the office of A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 1523-2017, Pages from 259404 to 259426 being **Deed No. 152308867 for the 2017, Jamaluddin Molla** (recorded owner) being the Vendor therein, sold, conveyed and transferred in favour of **Negus Services Private Limited** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **19.89 Satak** more or less, comprised in **R.S. & L.R. Dag No. 4100, under L.R. Khatian No. 10030**, (in the name of Jamaluddin Molla) lying and situated at **Mouza - Bishnupur**, JL No. 44. R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, under A.D.S.R. Office, Rajarhat, New Town, in the District of North

24 Parganas, Kolkata - 700135, in the State of West Bengal, the said land clearly as under following manner :

Saleable Land	Share of land	Out of Total land	R.S. &LR . Dag	LR .Kh . No	Nature of Land
19.89 Satak	0.6216	32 Satak	4100	10030	Sali
19.89 Satak in total					

3. WHEREAS: By an indenture of conveyance dated 1st September 2017 registered in the office of A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 1523-2017, Pages from 259450 to 259475 being **Deed No. 152308870 for the 2017, Nitu Developers Private Limited** represented by its Directors Jamaluddin Molla and Halima Bibi (recorded owner) being the Vendor therein, sold, conveyed and transferred in favour of **Negus Services Private Limited** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **01.80 Satak** out of 9 Satak more or less, comprised in **R.S. & L.R. Dag No. 3841, under L.R. Khatian No. 10109**, lying and situated at **Mouza - Bishnupur**, JL No. 44. R.S. No. 126, Touzi No 173 at present No. 10 , within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of Rajarhat Police Station, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24 Parganas, Kolkata - 700135, in the State of West Bengal, the said land clearly as under following manner :

Saleable Land	Share of land	Out of Total land	R.S. &LR . Dag	LR .Kh . No	Nature of Land
01.80 Satak	0.2000	9 Satak	3841	10109	Sali
01.80 Satak in total					

4. WHEREAS: By an indenture of conveyance dated 1st September 2017 registered in the office of A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 1523-2017, Pages from 260985 to 261007 being **Deed No. 152308891 for the 2017, Halima Bibi** (recorded owner) being the Vendor therein, sold, conveyed and transferred in favour of **Negus Services Private Limited** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **02.76 Satak** out of 21 Satak more or less ,comprised in **R.S. & L.R. Dag No. 3837, under L.R. Khatian No. 4248**, lying and situated at **Mouza - Bishnupur**. JL No. 44. R.S. No. 126, Touzi No 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24 Parganas, Kolkata - 700135, in the State of West Bengal, the said land clearly as under following manner :

Saleable Land	Share of land	Out of Total land	R.S. &LR . Dag	LR .Kh . No	Nature of Land
02.76 Satak	0.1314	21 Satak	3837	4284	Sali
02.76 Satak in total					

5. WHEREAS : By an indenture of conveyance dated 22nd September 2017 registered in the office of A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 1523-2017, Pages from 288073 to 288095 being **Deed No. 152309673 for the 2017, Asit Jhuri @ Asit Baran Ghosh** (recorded owner) being the Vendor therein, sold, conveyed and transferred in favour of **Negus Services Private Limited** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **03 Satak** more or less, comprised in **R.S. & L.R. Dag No. 4100, under L.R. Khatian No. 157**, lying and situated at **Mouza - Bishnupur**. JL No. 44. R.S. No. 126, Touzi No 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of Rajarhat Police Station, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24

Parganas, Kolkata - 700135, in the State of West Bengal, the said land clearly as under following manner :

Saleable Land	Share of land	Out of Total land	R.S. &LR . Dag	LR .Kh . No	Nature of Land
03 Satak	0.0938	32 Satak	4100	157	Sali
03 Satak in total					

6. **WHEREAS:** The Vendor therein **Rajarhat Estates Private Limited** was the owner and possessor of shali land admeasuring an area of 24.20 Decimals more or less comprised in **R.S. & L.R. Dag Nos. 3843, 4097, 4109 & 3848 under R.S. Khatian No. 33, L.R. Khatian Nos. 1950, 759, 3400 & 1418**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, at present Touzi No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the District of North 24 Parganas, by virtue of two separate purchase i.e. **(1) land area 23.20 Decimals comprised in R.S. Dag Nos. 3843, 4097 & 4109 under R.S. Khatian No. 33, L.R. Khatian No. 1950, 3400 & 759** purchased from one (i) **Sibhas Jhuri**, son of Late Adaitya Jhuri (ii) **Bibhas Jhuri** son of late Adaitya Jhuri (iii) **Gobinda Jhuri** (iv) **Ashok Jhuri** (v) **Sandhya Ghosh alias Jhuri** all sons and daughter of late Kanai Lal Jhuri all of Chandpur, P.S. Rajarhat, District North 24 Parganas, by a registered Deed of Sale recorded in Book No. I, **Being No. 03530 in the year 2006** which executed on 18/10/2005 and **(2) land area 01.00 Decimal** comprised in **R.S. Dag No. 3848 under L.R. Khatian No. 1418** purchased from one **Hassanur Molla**, son of Late Didar Box Molla, resident of Lauhati, P.S. Rajarhat, District North 24 Parganas, by a registered Deed of Sale recorded in Book No. I, **Being No. 02461 in the year 2006** which executed on 24/09/2004 both registered at A.D.S.R. office Bidhannagar (Salt Lake City) against valuable consideration mentioned thereon.

While seized and possessed of the said plot of land, the said Vendor therein **Rajarhat Estates Private Limited** recorded its name to the BL & LR office at the time of L.R. Settlement Operation being L.R. Khatian No. 8786, in respect of said land measuring 01 Decimal comprised in R.S. & L.R. Dag No. 3848, at Mouza - Bishnupur, P.S. Rajarhat, District North 24 Parganas as absolute owner and possessor thereof.

Since then, the Vendor therein Rajarhat Estates Private Limited was seized and possessed of the aforesaid plot of shali land measuring an area of 24.20 Decimals more or less more fully described in the Schedule hereinafter written by virtue of above Purchase and L.R. Record of rights and has been enjoying the same as per demarcation peacefully, freely, absolutely and without any interruptions.

Thereafter, by an indenture of conveyance dated 19th December 2017 registered in the office of A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 1523-2017, Pages from 383430 to 383451 being **Deed No. 152312812 for the 2017, Rajarhat Estates Private Limited** represented by its Director Giridhari Lal Singhal (recorded owner) being the Vendor therein, sold, conveyed and transferred in favour of **Negus Services Private Limited** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **11.75 Satak** more or less out of 24.20 sataks more or less comprised in **R.S. & L.R. Dag Nos. 3843, 4097 & 3848 under R.S. Khatian No. 33, L.R. Khatian Nos. 1950, 759, 3400 & 8786**, lying and situated at **Mouza- Bishnupur**, JL No. 44. R.S. No. 126, Touzi No 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24 Parganas, Kolkata - 700135, in the State of West Bengal, the said land clearly as under following manner :

Saleable Land	Share of land	Out of Total land	R.S. &LR . Dag	LR .Kh . No	Nature of Land
01.00 Decimal	0.0333	30 Decimal	3848	8786	Sali
03.75 Decimal	0.2500	15 Decimal	3843	3400 & 1950	Sali

07.00 Decimal	0.2500	28 Decimal	4097	3400 & 1950	Sali
11.75 Satak in total					

7. WHEREAS:

The Vendor therein **Rajarhat Estates Private Limited** was the owner and possessor of shali land admeasuring an area of 24.20 Decimals more or less comprised in **R.S. & L.R. Dag Nos. 3843, 4097, 4109 & 3848 under R.S. Khatian No. 33, L.R. Khatian Nos. 1950, 759, 3400 & 1418**, lying and situated at **Mouza- Bishnupur**, J.L. No. 44, R.S. No. 126, at present Touzi No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the District of North 24 Parganas, by virtue of two separate purchase i.e. **(1) land area 23.20 Decimals** comprised in **R.S. Dag Nos. 3843, 4097 & 4109 under R.S. Khatian No. 33, L.R. Khatian No. 1950, 3400 & 759** purchased from one (i) **Sibhas Jhuri**, son of Late Adaitya Jhuri (ii) **Bibhas Jhuri** son of late Adaitya Jhuri (iii) **Gobinda Jhuri** (iv) **Ashok Jhuri** (v) **Sandhya Ghosh alias Jhuri** all sons and daughter of late Kanai Lal Jhuri all of Chandpur, P.S. Rajarhat, District North 24 Parganass, by a registered Deed of Sale recorded in Book No. I, **Being No. 03530 in the year 2006** which executed on 18/10/2005 and **(2) land area 01.00 Decimal** comprised in **R.S. Dag No. 3848 under L.R. Khatian No. 1418** purchased from one **Hassanur Molla**, son of Late Didar Box Molla, resident of Lauhati, P.S. Rajarhat, District North 24 Parganas, by a registered Deed of Sale recorded in Book No. I, **Being No. 02461 in the year 2006** which executed on 24/09/2004 both registered at A.D.S.R. office Bidhannagar (Salt Lake City) against valuable consideration mentioned thereon.

While seized and possessed of the said plot of land, the said Vendor therein Rajarhat Estates Private Limited recorded its name to the BL & LR office at the time of L.R. Settlement Operation being L.R. Khatian No. 8786, in respect of said land measuring 01 Decimal comprised in R.S. & L.R. Dag No. 3848, at **Mouza - Bishnupur**, P.S. Rajarhat, District North 24 Parganas as absolute owner and possessor thereof.

Since then, the Vendor therein **Rajarhat Estates Private Limited** was seized and possessed of the aforesaid plot of shali land measuring an area of 24.20 Decimals more or less more fully described in the Schedule hereinafter written by virtue of above Purchase and L.R. Record of rights and has been enjoying the same as per demarcation peacefully, freely, absolutely and without any interruptions.

Thereafter, by an indenture of conveyance dated 20th December 2017 registered in the office of A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 1523-2018, Pages from 2778 to 2799 being **Deed No. 152312865 for the 2017, Rajarhat Estates Private Limited** represented by its Director Giridhir Lal Singhal (recorded owner) being the Vendor therein, sold, conveyed and transferred in favour of **Negus Services Private Limited** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **12.45 Decimal** more or less, comprised in **R.S. & L.R. Dag Nos. 3843, 4097 & 4109 under R.S. Khatian No. 33, L.R. Khatian Nos. 1950, 759 & 3400**, lying and situated at **Mouza- Bishnupur**, JL No. 44. R.S. No. 126, Touzi No 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24 Parganas, Kolkata - 700135, in the State of West Bengal, the said land clearly as under following manner :

Saleable Land	Share of land	Out of Total land	R.S. & LR . Dag	LR .Kh . No	Nature of Land
03.75 Decimal	0.2500	15 Decimal	4109	3400 & 1950	Sali
02.25 Decimal	0.1500	15 Decimal	3843	759	Sali
04.20 Decimal	0.1500	28 Decimal	4097	759	Sali
02.25 Decimal	0.1500	15 Decimal	4109	759	Sali
12.45 Satak in total					

Totaling to **64.65 (Sixty Four point Sixty Five) decimal** equivalent to **39 (Thirty Nine) Katha 01 (One) Chitak 37 (Thirty Seven) Sq. Ft.** more or less lying and situated at **Mouza - Bishnupur**, comprised in **R.S. & L.R. Dag Nos. 3837, 3841, 3843, 3848, 4097, 4100, 4101 and 4109** and under R.S. Khatian no. 33, L.R. Khatian Nos. 157, 759, 1950, 3400, 4248, 8786 and 10030, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkatta - 700135, more fully described in the **Schedule 'A'** written hereunder.

AND WHEREAS thereafter the **Negus Services Private Limited**, one of the **Owner** herein, **mutated its** name in **L.R. Khatian Nos. 10967 and 11108**, in the records of B.L.&L.R.O. in respect of the aforesaid land and also mutated its name in the record of the **Chandpur Gram Panchayat** in respect of the aforesaid land as recorded **Owner** and have so long been enjoying and possessing the same with good right and full and absolute power of ownership and have every right to transfer the same or any part to anybody by any way and possessed and enjoyed the said property free from all encumbrances.

OWNERSHIP OF M/S WITHAL SERVICES PRIVATE LIMITED

WHEREAS : By an indenture of conveyance dated 1st September 2017 registered in the office of A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 1523-2017, Pages from 259381 to 259403 being **Deed No. 152308871 for the 2017, Jamaluddin Molla** being the Vendor therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **15.38 Satak** more or less, comprised in **R.S. & L.R. Dag Nos. 3846 & 4097, under L.R. Khatian No. 10030**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner :

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
02.00 Satak	0.5000	04 Satak	3846	10030	Sali
13.38 Satak	0.4779	28 Satak	4097	10030	Sali
TOTAL : 15.38 SATAK					

AND WHEREAS : By an indenture of conveyance dated 1st September 2017 registered in the office of A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 1523-2017, Pages from 259875 to 259898 being **Deed No. 152308872 for the 2017, Jamaluddin Molla** being the Vendor therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **10.63 Satak** more or less, comprised in **R.S. & L.R. Dag Nos. 3842 and 3843, under L.R. Khatian No. 10030** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
02.38 Satak	0.29690	08 Satak	3842	10030	Sali
08.25	0.5500	15 Satak	3843	10030	Sali

Satak					
TOTAL: 10.63 SATAK					

AND WHEREAS : By an indenture of conveyance dated 1st September 2017 registered in the office of A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 1523-2017, Pages from 260654 to 260676 being **Deed No. 152308873 for the 2017, Jamaluddin Molla** being the Vendor therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **18.24 Satak** more or less, comprised in **R.S. & L.R. Dag Nos. 3837, under L.R. Khatian No. 10030** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, in the State of West Bengal, Kolkata - 700135, the said land is clearly specified in the following manner :

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
18.24 Satak	0.8686	21 Satak	3837	10030	Sali
TOTAL: 18.24 SATAK					

AND WHEREAS : By an indenture of conveyance dated 1st September 2017 registered in the office of A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 1523-2017, Pages from 260358 to 260381 being **Deed No. 152308876 for the 2017, Jamaluddin Molla** being the Vendor therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **10.70 Satak** more or less, comprised in **R.S. & L.R. Dag Nos. 3840 & 3841, under L.R. Khatian No. 10030** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
03.50 Satak	0.5000	07 Satak	3840	10030	Sali
07.20 Satak	0.8000	09 Satak	3841	10030	Sali
TOTAL: 10.70 SATAK					

AND WHEREAS: By an indenture of conveyance dated 4th September 2017 registered in the office of A.D.S.R Rajarhat, recorded in Book No. I, Volume No. 1523-2017, Pages from 261008 to 261030 being **Deed No. 152308890 for the 2017, Jamaluddin Molla** being the Vendor therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **10.00 Satak** more or less, comprised in **R.S. & L.R. Dag Nos. 3839, under L.R. Khatian No. 10030** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
10.00 Satak	1.0000	10 Satak	3839	10030	Sali
TOTAL: 10.00 SATAK					

AND WHEREAS: By an indenture of conveyance dated 21st September 2017 registered in the office of A.R.A-IV, recorded in Book No. I, Volume No. 1904-2017, Pages from 373607 to 373631 being **Deed No. 190409967 for the 2017, Abdul Rup Molla** (who inherited the property from his father Abdul Khalek Molla as per Mohammedan law of Succession) being the Vendor therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **0.87 Satak** more or less, comprised in **R.S. & L.R. Dag Nos. 3842, under L.R. Khatian No. 849**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
0.87 Satak	-	-	3842	849	Sali
TOTAL: 0.87 SATAK					

AND WHEREAS: By an indenture of conveyance dated 22nd September 2017 registered in the office of A.D.S.R, Rajarhat, recorded in Book No. I, Volume No. 1523-2017, Pages from 288046 to 288072 being **Deed No. 152309672 for the 2017, Padmabati Gosh & 6 Ors.** (who inherited the property from their husband and father Dulal Jhuri as per Hindu Succession Act) represented by their Attorney Nabakumar Ghosh being the Vendors therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **3 Satak** more or less, comprised in **R.S. & L.R. Dag Nos. 4100 under L.R. Khatian No. 157**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
03 Satak	0.0938	32	4100	1456	Sali
TOTAL: 3 SATAK					

AND WHEREAS: The **New Town Projects Private Limited** was the owner and possessor of two plots of shali land measuring an area of **13.99 Decimals** more or less comprised in **R.S. & L.R. Dag Nos. 3848 & 4100 under L.R. Khatian Nos. 959, 398, 3265, 2210, 2761, 2634, 1234, 757, 1312, 1456, 157, 8882 & 1014**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, at present Touzi no. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the District of North 24 Parganas, by virtue of six separate purchases **(1)** land area **01.61 Decimals** comprised in R.S. Dag no. 3848 under L.R. Khatian Nos. 959, 398, 3265, 2210 & 2761 purchased from one **Shan Mohammad Molla, Iyaman Bibi, Yousuf Molla, Khairuddin Molla, Sabed Ali Molla, Abed Ali Molla, Jelepan Bibi, Labejan Bibi, Khayran Nessa, Jaheran Bibi, Maheran Bibi, Soberatan Bibi, Alauddin Molla, Nasiruddin Molla, Nizamuddin Molla, Jahanara Bibi, Tachlima Bibi, Chhalema Bibi, Halima Bibi, Manjura Bibi** by a registered Deed of Sale recorded in Book No. I, **Being No. 03741 in the year 2006** which executed on 15/06/2005; **(2)** land area **04.12 Decimals** comprised in R.S. Dag no. 3848 under L.R. Khatian No. 2634 purchased from **Rohim Midhya**, by a registered Deed of Sale recorded in Book No. I, **Being No. 03548 in the year 2006** which executed on 29/07/2005; **(3)** land area **02.13 Decimals** comprised

in R.S. Dag no. 3848 under L.R. Khatian No. 1234 purchased from **Sahanara Bibi, Anawara Bibi, Jahanara Bibi, Manuara Bibi, Kutubuddin, Sahabuddin, Sarifuddin and Mahiuddin** by a registered Deed of Sale recorded in Book no. I, **Being No. 03030, in the year 2006** which executed on 20/01/2005; **(4)** land area **01.62 Decimals** comprised in R.S. Dag no. 3848 under L.R. Khatian No. 757, 959, 3265, 398, 2210 & 1312 purchased from **Amena Bibi, Taj Mohammad Molla, Jaiuddin Mondal**, by a registered Deed of Sale recorded in Book No. I, **Being No. 03746, in the year 2006** which executed on 29/04/2005; **(5)** land area **01.21 Decimals** comprised in R.S. Dag No. 3848 under L.R. Khatian No. 959, purchased from **Kura Gazi, Shuklal Bibi, Saira Bibi, Zakir Gazi, Sakir Gazi, Sabir Gazi, Raila Bibi, Marjina Bibi and Arjina Bibi**, by a registered Deed of Sale recorded in Book No. 1, **Being No. 02647, in the year 2006** which executed on 22/02/2005; **(6)** land area **03.30 Decimals** comprised in R.S. Dag No. 4100 under L.R. Khatian No. 1014, 1456, 157 & 8812, purchased from **Poonam Malhotra** by a registered Deed of Sale recorded in Book No. I, Volume No. 226, Pages from 276 to 301, **Being No. 3715 in the year 2006** which executed on 29/07/2005 all registered at A.D.S.R. office Bidhannagar (Salt Lake City) against valuable consideration mentioned thereon.

Thereafter, by an indenture of conveyance dated 19th December 2017 registered in the office of A.D.S.R, Rajarhat, recorded in Book No. I, Volume No. 1523-2017, Pages from 383385 to 383407 being **Deed No. 152312809 for the 2017, New Town Projects Private Limited** represented by its Director Meena Singhal being the Vendor therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **13.99 Satak/Decimal** more or less, comprised in **R.S. & L.R. Dag Nos. 3848 & 4100 under L.R. Khatian Nos. 959, 398, 3265, 2210, 2761, 2634, 1234, 757, 1312, 1456, 157, 8882, 1014 and 8602** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
05.25 Decimal	0.1751	30 Decimal	3848	8602	Sali
01.32 Decimal	0.0440	30 Decimal	3848	398,557,2210	Sali
04.12 Decimal	0.1581	30 Decimal	3848	2634	Sali
03.30 Decimal	0.1032	32 Decimal	4100	1014,1456,157	Sali
TOTAL: 13.99 SATAK/DECIMAL					

AND WHEREAS: The **Megacity Green Valley Private Limited** was the owner and possessor of a plot of shali land measuring an area of **02.23 Decimals** more or less comprised in **R.S. & L.R. Dag Nos. 3848 & 4097 under L.R. Khatian Nos. 1374 & 519**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, at present Touzi no. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the District of North 24 Parganas, by virtue of two separate purchases i.e. **(1)** land area **00.23 Decimals** comprised in R.S. Dag no. 3848 under L.R. Khatian No. 1374 purchased from one (i) **Siddique Ali alias Abubakkar Siddique**, son of Ajjar Rahman Mondal (ii) **Samsur Nehar Bibi**, wife of Siddique Ali, both resident of Lauhati, P.S. Rajarhat, District North 24 Parganas, by a registered Deed of Sale recorded in Book No. I, **Being No. 09139 in the year 2006** and **(2)** land area **02.00 Decimals** comprised in R.S. Dag no. 4097 under L.R. Khatian No. 519 purchased from one **Innat Ali Mirdey alias Innat Mirdey**, son of Late Chakawat Ali Mirdey resident of Lauhati, P.S. Rajarhat, District North 24 Parganas, by a registered Deed of Sale recorded in Book No. I. **Being no. 09002 in the year 2006** both registered at A.D.S.R. office Bidhannagar (Salt Lake City) against valuable consideration mentioned thereon.

Thereafter, by an indenture of conveyance dated 19th December 2017 registered in the office of A.D.S.R, Rajarhat, recorded in Book No. I, Volume No. 1523-2017, Pages from 383408 to 383429 **being Deed No. 152312810 for the 2017, Megacity Green Valley Private Limited** represented by its director Meena Singhal being the Vendors therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **2.23 Satak/Decimal** more or less, comprised in **R.S. & L.R. Dag Nos. 3848 & 4097 under L.R. Khatian Nos. 1374 & 9080** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
00.23 Decimal	0.0077	30 Decimal	3848	1374	Sali
02.00 Decimal	0.0714	28 Decimal	4097	9080	Sali
TOTAL: 02.23 SATAK/DECIMAL					

AND WHEREAS: The **Megacity Spring Valley Private Limited** was the owner and possessor of a plot of shali land measuring an area of **18.03 Decimals** more or less as 0.6010 share out of total 30 Decimals comprised in **R.S. & L.R. Dag no. 3848 under L.R. Khatian Nos. 557, 398, 3265, 2210 & 1374**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, at present Touzi No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the District of North 24 Parganas, by virtue of purchase from **(i) Yaad Ali alias Yaad Ali Mollah**, son of Sarafat Ali, resident of Lauhati, P.S. Rajarhat, District North 24 Parganas **(ii) Aleya Bibi alias Aleya Bibi Mollah**, wife of Yaad Ali, residing at Lauhati, P.S. Rajarhat, District North 24 Parganas **(iii) Shairon Bibi alias Sahanur Bibi Mondal**, wife of Jamat Ali and daughter of late Yakub Ali, residing at Atghara, P.S. Rajarhat, District North 24 Parganas **(iv) Mohoram Bibi alias Mohoram Bibi Mollah**, wife of Yakub Ali Mollah, resident of Lauhati, P.S. Rajarhat, District North 24 Parganas **(v) Jaynal Abedin (vi) Mahfujar Rehman (vii) Bazlur Rehman (viii) Sarifuddin Gayen**, all sons of Late Abdul Bari Gayen and late Tajmon Bibi all resident of Dadpur, P.S. Barasat, District North 24 Parganas, by a registered Deed of Sale registered at the office of the Addl. District Sub-Registrar Bidhannagar (Salt Lake City) and recorded in Book No. I, Volume No. 546, Pages from 140 to 175, **Being No. 9054, in the year 2006** on 27/09/2006 and executed on 28/07/2006 against valuable consideration mentioned thereon.

Thereafter, by an indenture of conveyance dated 19th December 2017 registered in the office of A.D.S.R, Rajarhat, recorded in Book No. I, Volume No. 1523-2017, Pages from 383471 to 383492 **being Deed No. 152312817 for the 2017, Megacity Spring Valley Private Limited** represented by its Director Giridhari Lal Singhal being the Vendors therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED**, represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **18.03 Satak/Decimal** more or less, comprised in **R.S. & L.R. Dag Nos. 3848 under L.R. Khatian Nos. 557, 398, 3265, 2210 & 1374** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
04.27 Decimal	0.1424	30 Decimal	3848	557	Sali
05.00 Decimal	0.1667	30 Decimal	3848	398	Sali

05.00 Decimal	0.1667	30 Decimal	3848	3265	Sali
01.87 Decimal	0.0625	30 Decimal	3848	2210	Sali
01.89 Decimal	0.0632	30 Decimal	3848	1374	Sali
TOTAL: 18.03 SATAK/DECIMAL					

AND WHEREAS: The Vendor No 1 therein **New Town Projects Private Limited** was the owner and possessor of two plots of shali land admeasuring an area of **03.72 Decimals** more or less comprised in **R.S. & L.R. Dag Nos. 4111 & 4113** under **L.R. Khatian Nos. 2510, 3147, 2597, 2238, 2286 & 2287** lying and situated at **Mouza - Bishnupur**, J.L No. 44, R.S. No. 126, at present Touzi No 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the District of North 24 Parganas, by virtue of two separate purchase ie **(1)** land area **02.85 Decimals** comprised in R.S. Dag No. 4111 under L R. Khatian Nos 2510, 3147, 2597 & 2238 purchased from one **Sahajuddin Mondal, Rashid Ali, Mourjan Bibi, Sourabhi Khatoon, Goljan Bibi, Ansar Ali Mondal, Shamsur Ali Mondal, Giyasuddin Mondal, Israil Mondal, Rahila Bibi**, by a registered Deed of Sale recorded in Book No. 1, **Being No. 02530 in the year 2006** which executed on 08/04/2005 and **(2)** land area **00.87 Decimals** comprised in R.S. Dag No 4113 under L.R. Khatian Nos. 2286 & 2287 purchased from one **Abdul Malek alias Abdul Malek Mondal**, by a registered Deed of Sale recorded in Book No 1. **Being No. 03520 in the year 2006** which executed on 29/04/2005 both registered at A.D.S.R. office Bidhannagar (Salt Lake City) against valuable consideration mentioned thereon.

While seized and possessed of the said plots of land, the said Vendor No 1 therein recorded its name to the BL & LR office at the time of LR. Settlement Operation being **L.R. Khatian No. 8602** as absolute owner and possessor thereof and has been enjoying the same.

The Vendor No. 2 therein **Rajarhat Estate Private Limited** was the owner and possessor of two plots of shali land admeasuring an area of **19.75 Decimals** more or less comprised in **RS & L.R. Dag Nos. 4110 & 4112** under **L.R. Khatian Nos. 2151, 8584, 8585, 8587**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, at present Touzi No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the District of North 24 Parganas, by virtue of three separate purchases i.e. **(1)** land area **09.75 Decimals** comprised in R.S. Dag No 4110 under L.R. Khatian Nos. 2151, 8584, 8585 & 8587 purchased from one **Ahmmad Ali Molla, Abed Ali Molla, Mansur Ali Molla. Samsur Ali Molla**, all sons of late Ambar Ali Molla, by a registered Deed of Sale recorded in Book No. 1, Volume No. 546, Pages from 210 to 227, **Being No. 09056 in the year 2006** which executed on 13/04/2005 and **(2)** land area **05.00 Decimals** comprised in R.S. Dag No. 4112 under LR Khatian No 950, purchased from one **Abbas Ali Mondal alias Molla, Sahadat Ali Mondal alias Molla, Wohab Ali Mondal alias Molla, Azan Ali Mondal alias Molla and Anar Ali Mondal alias Molla** by a registered Deed of Sale recorded in Book No 1, Volume No. 178, Pages from 181 to 214. **Being No. 02900 in the year 2006** which executed on 13/12/2004 **(3)** land area **05.00 Decimals** comprised in R.S Dag No. 4112 under L.R. Khatian No. 950, purchased from one **Khatoon Jan Bibi, Momena Khatoon Bibi, Amena Bibi**, by a registered Deed of Sale recorded in Book No. 1, Volume No. 273, Pages from 147 to 164, **Being No. 04511, in the year 2006** which executed on 01/06/2005 all registered at A.D.SR office Bidhannagar (Salt Lake City) against valuable consideration mentioned thereon.

While seized and possessed of the said plots of land, the said Vendor therein recorded its name to the BL & LR office at the time of LR. Settlement Operation being **L.R. Khatian No. 8786**, land area 05 Decimals comprised in RS & L.R. Dag No. 4112 as absolute owner and possessor thereof and has been enjoying the same measuring an area of 19.75 Decimals more or less.

Thereafter, by an indenture of conveyance dated 9th January 2018 registered in the office of A.D.S.R, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, Pages from 25279 to 25301 **being Deed No. 152300339 for the 2018, New Town Projects Private Limited**

and Rajarhat Estate Private Limited represented by its Directors Meena Singhal and Giridhari Lal Singha, vendors being represented by its attorney Jamaluddin Molla being the Vendors therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **18.47 Satak/Decimal** more or less, comprised in **R.S. & L.R. Dag Nos. 4110, 4111, 4112 and 4113** under **L.R. Khatian Nos. 2151, 8584, 8585, 8587, 8786 and 8602** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
09.75 Decimal	0.2500	39 Decimal	4110	2151, 8584, 8585, 8587,	Sali
05.00 Decimal	0.5000	10 Decimal	4112	8786	Sali
02.85Decimal	0.2188	13 Decimal	4111	8602	Sali
00.87Decimal	0.1094	08 Decimal	4113	8602	Sali
TOTAL: 18.47 SATAK/DECIMAL					

AND WHEREAS: By an indenture of conveyance dated 17th January 2018 registered in the office of A.D.S.R, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, Pages from 39679 to 39701 **being Deed No. 152300811 for the 2018, Abed Ali Molla** being the Vendor therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **2.44 Satak/Decimal** more or less, comprised in **R.S. & L.R. Dag Nos. 4110 under L.R. Khatian Nos. 304 and 157** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
2.44 Decimal	0.0625	0.39 Decimal	4110	304	Sali
TOTAL: 2.44 SATAK/DECIMAL					

AND WHEREAS: By an indenture of conveyance dated 17th January 2018 registered in the office of A.D.S.R, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, Pages from 39702 to 39724 being **Deed No. 152300812 for the 2018, Abed Ali Molla** being the Vendor therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **3.41 Satak/Decimal** more or less, comprised in **R.S. & L.R. Dag Nos. 4110 under L.R. Khatian No. 8585** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
3.41 Decimal	0.1500	0.39 Decimal	4110	8585	Sali

TOTAL: 3.41 SATAK/DECIMAL

AND WHEREAS: By an indenture of conveyance dated 5th February 2018 registered in the office of A.D.S.R, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, Pages from 53480 to 53502 being **Deed No. 152301260 for the 2018, Jaygon Bibi** being the Vendor therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **2.93 Satak/Decimal** more or less, comprised in **R.S. & L.R. Dag Nos. 4110 under L.R. Khatian No. 8589** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
02.93 Decimal	0.0750	0.39 Decimal	4110	8589	Sali
TOTAL: 2.93 SATAK/DECIMAL					

AND WHEREAS: By an indenture of conveyance dated 7th February 2018 registered in the office of A.D.S.R, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, Pages from 60779 to 60800 being **Deed No. 152301378 for the 2018, Safik Molla** being the Vendor therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **4.87 Satak/Decimal** more or less, comprised in **R.S. & L.R. Dag Nos. 4111 under L.R. Khatian No. 10397** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, **Rajarhat, New Town**, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
4.87 Decimal	0.3750	0.13 Decimal	4111	10397	Sali
TOTAL: 4.87 SATAK/DECIMAL					

AND WHEREAS: By an indenture of conveyance dated 7th February 2018 registered in the office of A.D.S.R, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, Pages from 60942 to 60962 being **Deed No. 152301379 for the 2018, Nasim Banu Bibi** being the Vendor therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **4.88 Satak/Decimal** more or less, comprised in **R.S. & L.R. Dag Nos. 4111 under L.R. Khatian No. 10398** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, **Rajarhat, New Town**, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
4.88 Decimal	0.3750	0.13 Decimal	4111	10398	Sali
TOTAL: 4.88 SATAK/DECIMAL					

AND WHEREAS: By an indenture of conveyance dated 31st January 2018 registered in the office of A.R.A. IV, Kolkata recorded in Book No. I, Volume No. 1904-2018, Pages from 103117 to 103148 being **Deed No. 190402255 for the 2018, Kurni Bibi** being the Vendor therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **0.41 Satak/Decimal** more or less, comprised in **R.S. & L.R. Dag Nos. 4111 under L.R. Khatian Nos. 790 and 157** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
0.41 Decimal	0.0313	0.13 Decimal	4111	790	Sali
TOTAL: 0.41 SATAK/DECIMAL					

AND WHEREAS: One **Alauddin Mondal** was the absolute recorded owner and possessor of Shali land measuring an area of **12.50 Satak** more or less, comprised in **R.S. & L.R. Dag No. 4101, under L.R. Khatian No. 379** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No.10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the District of North 24 Parganas, by virtue of inheritance and one Deed of Gift, dated 03/07/2001, registered at A.D.S.R.O. Bidhannagar, Salt lake City, recorded in Book No. I, Volume No. 19, Pages from 61 to 75, **Being No. 00349 for the year 2001**, and thereafter he recorded his name at B.L. & L.R.O. under **L.R. Khatian No. 379** (in the name of Alauddin Mondal) as mentioned above, absolutely free from all encumbrances whatsoever.

While seized and possessed of the aforesaid recorded plot of land, the said **Alauddin Mondal**, transferred and Gifted to **Rabia Bibi** (the Vendor No. 6 therein) ALL THAT piece or parcel of land measuring an area **02.04 Satak** be the same a little more or less comprised in **R.S. & L.R. Dag No. 4101, under L.R. Khatian No. 379**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No.10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, the District of North 24 Parganas, by a registered deed of Gift in Bengali language, dated: 25/09/2013, registered at the office of the D.S.R.-II, Barasat, North 24 Parganas, copied in Book No. 1, CD Volume No. 48, Pages from 1860 to 1881, **Being No. 13299, for the year 2013**.

While seized and possessed of the aforesaid plot of land measuring an area **10.46 Satak**, (after deduction of gifted 02.04 Satak) the said **Alauddin Mondal** died intestate leaving behind his one wife namely **Rahima Bibi** and four sons namely **Ketab Ali Mondal, Anchar Ali Mondal, Ajijul Mondal, Sirajul Rahaman Mondal** (the Vendor Nos 1 to 4 therein) and one daughter namely Aleya Bibi (the Vendor No. 5 therein) as his legal heirs and successors to his estate and they become the owner of the aforesaid plot of land in terms of the Muslim Law, where wife got 2 Ana share measuring 01.31 Satak out of 10.46 Satak and after deduction of mother share each son had entitled land measuring 02.03 Satak as 2/9th share out of said 09.15 Satak and each daughter had/have entitled land measuring an area of 01.01 Satak more or less as 1/9th share out of said 09.15 Satak.

Since then the said **Ketab Ali Mondal, Anchar Ali Mondal, Ajijul Mondal, Sirajul Rahaman Mondal, Aleya Bibi and Rabia Bibi** (all the Vendors therein) are well seized and possessed of the aforesaid land total measuring an area of **11.19 Satak** more or less, out of 12.50 Satak, comprised in **R.S. & L.R. Dag No. 4101, under L.R. Khatian No. 379**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No.10, within the local limits of **Chandpur Gram Panchayet**, within the juris

diction of **Rajarhat Police Station**, in the District of North 24 Parganas, morefully described in the schedule hereinafter written by virtue of above Record of Rights and have been enjoying the same.

Thereafter, by an indenture of conveyance dated 20th September 2019 registered in the office of A.D.S.R, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, Pages from 469607 to 469645 being **Deed No. 152311756 for the 2019, Ketab Ali Mondan & 5 Ors.** being the Vendors therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **11.19 Satak/Decimal** more or less, comprised in **R.S. & L.R. Dag Nos. 4101 under L.R. Khatian No. 379** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
11.19 Decimal	0.0175	75 Decimal	4101	379	Sali
TOTAL: 11.19 SATAK/DECIMAL					

AND WHEREAS: One **Alauddin Mondal** was the absolute recorded owner and possessor of Shali land measuring an area of **12.50 Satak** more or less, comprised in **R.S. & L.R. Dag No. 4101, under L.R. Khatian No. 379** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No.10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the District of North 24 Parganas, by virtue of inheritance and one Deed of Gift, dated 03/07/2001, registered at A.D.S.R.O. Bidhannagar, Salt lake City, recorded in Book No. I, Volume No. 19, Pages from 61 to 75, **Being No. 00349 for the year 2001**, and thereafter he recorded his name at B.L. & L.R.O. under **L.R. Khatian No. 379** (in the name of Alauddin Mondal) as mentioned above, absolutely free from all encumbrances whatsoever.

Alauddin Mondal Gifted some portion land measuring **02.04 Satak** and after that while seized and possessed of the aforesaid plot of land measuring an area **10.46 Satak**, the said Alauddin Mondal died intestate leaving behind his one wife namely **Rahima Bibi** (the Vendor therein) and four sons namely **Ketab Ali Mondal, Anchar Ali Mondal, Ajijul Mondal and Sirajul Rahaman Mondal** and one daughter namely **Aleya Bibi** as his legal heirs and successors to his estate and they become the owner of the aforesaid plot of land in terms of the Muslim Law, where wife got 2 Ana share measuring **01.31 Satak** and after deduction of mother share each son had entitled land measuring **02.03 Satak** as 2/9th share out of said **09.15 Satak** and each daughter had/have entitled land measuring an area of **01.01 Satak** more or less as 1/9th share out of said **09.15 Satak**.

Since then the said **Rahima Bibi**, (the Vendor therein) is well seized and possessed of the aforesaid land measuring an area of **01.31 Satak** more or less, out of 10.46 Satak, comprised in **R.S. & L.R. Dag No. 4101, under L.R. Khatian No. 379**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No.10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the District of North 24 Parganas, morefully described in the schedule hereinafter written by virtue of above Record of Rights and have been enjoying the same as per demarcation peacefully.

Thereafter, by an indenture of conveyance dated 20th September 2019 registered in the office of A.D.S.R, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, Pages from 469582 to 469606 being **Deed No. 152311758 for the 2019, Rahima Bibi** being the Vendor therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or

parcel of Sali land measuring an area of **01.31 Satak/Decimal** more or less, comprised in **R.S. & L.R. Dag Nos. 4101 under L.R. Khatian No. 379** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
01.31 Decimal	0.0175	75 Decimal	4101	379	Sali
TOTAL: 01.31 SATAK/DECIMAL					

AND WHEREAS: By an indenture of conveyance dated 20th September 2019 registered in the office of A.D.S.R, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, Pages from 469646 to 469669 being **Deed No. 152311761 for the 2019, Jalaluddin Mondal** being the Vendor therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **11.25 Satak/Decimal** more or less, comprised in **R.S. & L.R. Dag Nos. 4101 under L.R. Khatian No. 1249** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
11.25 Decimal	0.1500	75 Decimal	4101	1249	Sali
TOTAL: 11.25 SATAK/DECIMAL					

AND WHEREAS: One **Lachhiman Bibi alias Nechharan Bibi**, wife of Late Sabur Ali Mondal alias Sabbat Ali Mondal of Chandpur, P.S. Rajarhat was the absolute recorded owner and possessor of Shali land measuring an area of **07.49 Satak** more or less, (as share 0.0999) out of 75 Satak, comprised in **R.S. & L.R. Dag No. 4101, under L.R. Khatian No. 1518** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No.10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the District of North 24 Parganas, by virtue of inheritance and thereafter she recorded her name at B.L. & L.R.O. under **L.R. Khatian No. 1518** (in the name of Nechharan Bibi) as mentioned above, absolutely free from all encumbrances whatsoever.

While seized and possessed of the aforesaid recorded plot of land, the said **Lachhiman Bibi alias Nechharan Bibi** died intestate leaving behind her one son namely **Saheb Ali Molla alias Saheb Ali Mondal** (the Vendor therein) and one daughter namely **Noorjahan Bibi (Khatun)** as her legal heirs and successors to her estate and they become the owners of the aforesaid plot of land in terms of the **Muslim Farayez Act**. where the said **Saheb Ali Molla alias Saheb Ali Mondal** (the Vendor therein) entitled land area **04.99 Satak** more or less as 2/3rd share of 07.49 Satak and said **Noorjahan Bibi** entitled land area 02.50 Satak more or less as 1/3rd share of **07.49 Satak**.

Since then the said **Saheb Ali Molla alias Saheb Ali Mondal**, (the Vendor therein) is well seized and possessed of the aforesaid land measuring an area of **04.99 Satak** more or less, out of 75 Satak, comprised in **R.S. & L.R. Dag No. 4101, under L.R. Khatian No. 1518**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the District of North 24 Parganas, morefully

described in the schedule hereinafter written by virtue of above Record of Rights and have been enjoying the same as per demarcation.

Thereafter, by an indenture of conveyance dated 4th February 2020 registered in the office of A.D.S.R, Rajarhat, recorded in Book No. I, Volume No. 1523-2020, Pages from 57535 to 57561 being **Deed No. 152301080 for the 2020, Saheb Ali Molla alias Saheb Ali Mondal** being the Vendors therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **04.99 Satak/Decimal** more or less, comprised in **R.S. & L.R. Dag Nos. 4101 under L.R. Khatian No. 1518** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, Kolkata - 700135, in the District of North 24-Parganas, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
04.99 Decimal	0.0666	75 Decimal	4101	1518	Sali
TOTAL: 04.99 SATAK/DECIMAL					

AND WHEREAS: One **Lachhiman Bibi alias Nechharan Bibi**, wife of Late Sabur Ali Mondal alias Sabbat Ali Mondal of Chandpur, P.S. Rajarhat was the absolute recorded owner and possessor of Shali land measuring an area of **07.49 Satak** more or less, (as share 0.0999) out of 75 Satak, comprised in **R.S. & L.R. Dag No. 4101, under L.R. Khatian No. 1518** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No.10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of Rajarhat Police Station, in the District of North 24 Parganas, by virtue of inheritance and thereafter she recorded her name at B.L. & L.R.O. under **L.R. Khatian No. 1518** (in the name of Nechharan Bibi) as mentioned above, absolutely free from all encumbrances whatsoever.

While seized and possessed of the aforesaid recorded plot of land, the said **Lachhiman Bibi alias Nechharan Bibi** died intestate leaving behind her one son namely **Saheb Ali Molla alias Saheb Ali Mondal** and one daughter namely **Noorjahan Bibi (Khatun)** as her legal heirs and successors to her estate and they become the owners of the aforesaid plot of land in terms of the **Muslim Farayez Act** where the said **Saheb Ali Molla alias Saheb Ali Mondal** entitled land area **04.99 Satak** more or less as 2/3rd share of 07.49 Satak and said **Noorjahan Bibi** entitled land area **02.50 Satak** more or less as 1/3rd share of 07.49 Satak.

While seized and possessed of the aforesaid inherited plot of land measuring **02.50 Satak**, the said **Noorjahan Bibi** died intestate leaving behind her husband namely **Abdul Latif Molla** (the Vendor No. 1 therein) and two sons namely **Rafik Ali Molla, Manirul Islam alias Manirul Islam Molla** (the Vendor Nos. 2, 3 therein) as her legal heirs and successors to her estate and they become the owners of the aforesaid plot of land in terms of the **Muslim Farayez Act**.

Since then the said **Abdul Latif Molla, Rafik Ali Molla and Manirul Islam alias Manirul Islam Molla** (all the Vendors therein) are well seized and possessed of the aforesaid land total measuring an area of **02.50 Satak** more or less, out of 75 Satak, comprised in **R.S. & L.R. Dag No. 4101, under L.R. Khatian No. 1518**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of Rajarhat Police Station, in the District of North 24 Parganas, morefully described in the schedule hereinafter written by virtue of above Record of Rights and have been enjoying the same as per demarcation peacefully, freely, absolutely and without any interruptions from any corners whatsoever by paying usual rents and taxes to the proper authorities in their names as absolute

owner and possessors thereof and have the full right to dispose or transfer the same to anybody in any way as the Vendors therein shall think fit and proper.

Thereafter, by an indenture of conveyance dated 4th February 2020 registered in the office of A.D.S.R, Rajarhat, recorded in Book No. I, Volume No. 1523-2020, Pages from 57562 to 57594 being **Deed No. 152301081 for the 2020, Abdul Latif Molla @ Abdul Latib Molla** being the Vendor therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **2.50 Satak/Decimal** more or less, comprised in **R.S. & L.R. Dag Nos. 4101 under L.R. Khatian No. 1518** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
02.50 Decimal	0.0333	75 Decimal	4101	1518	Sali
TOTAL: 02.50 SATAK/DECIMAL					

AND WHEREAS: One **Jumman Ali alias Jumman Ali Molla** was the absolute recorded owner and possessor of plots of land total measuring an area of **07.80 Satak**, comprised in **R.S. & L.R. Dag Nos. 3842, 3860, 3861, 3862 & 3873, under L.R. Khatian No. 1227** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No.-173 presently No. 10 within the local limits of **Chandpur Gram Panchayat**, within the jurisdiction of Rajarhat Police Station, in the District of North 24 Parganas, by virtue of inheritance and there after he recorded his name (Jumman Ali) at B.L.&L.R.O. Rajarhat, under **L.R. Khatian No. 1227** and enjoyed the same absolutely free from all encumbrances whatsoever.

While seized and possessed of the aforesaid plots of land, the said **Jumman Ali alias jumman Ali Molla** died intestate leaving behind his one wife namely **Hasina Bibi** and six sons namely **Abdul Rahaman Molla, Kamal Ali Molla alias Kamal Uddin Molla, Hayder Ali Molla**, (the Vendor No. 1 to 3 therein) and **Saheb Ali Molla, Jamal Uddin Molla and Faruk Rahaman** and two daughters namely **Sajida Bibi alias Sajeda Bibi, Serina Bibi**, (the Vendor No. 4 & 5 therein) as his legal heirs and successors to his estate and they become the owner of the aforesaid plots of land in terms of the Muslim Law, where wife got 2 Ana share measuring 00.97 Satak and after deduction of mother share each son had entitled land measuring 00.98 Satak as 2/14th share out of said 06.83 Satak and each daughter had/have entitled land measuring an area of 00.49 Satak more or less as 1/14th share out of said 06.83 Satak.

Abdul Rahaman Molla, Hayder Ali Molla, Kamal Ali Molla alias Kamal Uddin Molla, Sajida Bibi alias Sajeda Bibi and Serina Bibi, (all the Vendors therein) are the absolute owners and Possessor of ALL THAT piece or parcel of land total measuring an area of **03.91 Satak**, comprised in **R.S. & L.R. Dag Nos. 3842, 3860, 3861, 3862 & 3873, under L.R. Khatian No. 1227**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No.- 173 presently No. 10 within the local limits of **Chandpur Gram Panchayat**, Additional District Sub-Registration Office Rajarhat, New Town, under Rajarhat Police Station in the District of North 24-Parganas, by virtue of inheritance from his father and own record of rights, absolutely free from all encumbrances whatsoever.

Since then the said **Abdul Rahaman Molla, Hayder Ali Molla, Kamal Ali Molla alias Kamal Uddir Molla, Sajida Bibi alias Sajeda Bibi and Serina Bibi**, (all the Vendors therein) are well seized and possessed of the aforesaid plots of land total measuring an area **03.91 Satak**, comprised in **R.S. & L.R. Dag Nos. 3842, 3860, 3861, 3862 & 3873, under L.R. Khatian No. 1227**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S.

No. 126, Touzi No. 173 presently No. 10 within the local limits of **Chandpur Gram Panchayat**, Additional District Sub-Registration Office Rajarhat, New Town, under Rajarhat Police Station in the District of North 24-Parganas.

Thereafter, by an indenture of conveyance dated 21st September 2020 registered in the office of A.D.S.R, Rajarhat, recorded in Book No. I, Volume No. 1523-2020, Pages from 249370 to 249409 being **Deed No. 152306054 for the 2020, Abdul Rahaman Molla & 4 Ors.** being the Vendor therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **01.19 Decimal Satak/Decimal** more or less, comprised in **R.S. & L.R. Dag Nos. 3842, under L.R. Khatian No. 1227** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of Rajarhat Police Station, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
01.19 Decimal	0.1488	8 Decimal	3842	1227	Sali
TOTAL: 01.19 SATAK/DECIMAL					

AND WHEREAS: By an indenture of conveyance dated 21st December 2020 registered in the office of A.D.S.R, Rajarhat, recorded in Book No. I, Volume No. 1523-2020, Pages from 381242 to 381265 being **Deed No. 152309484 for the 2020, Safiqul Islam** being the Vendor therein, sold, conveyed and transferred in favour of **M/S WITHAL SERVICES PRIVATE LIMITED** represented by its Director Manoj Kumar Budhia, ALL THAT piece or parcel of Sali land measuring an area of **0.20 Satak/Decimal** more or less, comprised in **R.S. & L.R. Dag Nos. 3842 under L.R. Khatian No. 9086** lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner:

Saleable Land Area	Share of Land	Out of total land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of Land
00.20 Decimal	0.0250	08 Decimal	3842	9086	Sali
TOTAL: 0.20 SATAK/DECIMAL					

Totalling to **173.11 (One Hundred Seventy Three point Eleven) decimal** equivalent to **104 (One Hundred and Four) Katha 11 (Eleven) Chitak 32 (Thirty Two) Sq. Ft.** more or less lying and situated at **Mouza - Bishnupur**, comprised in **R.S. & L.R. Dag Nos. 3837, 3839, 3840, 3841, 3842, 3843, 3846, 3848, 4097, 4100, 4101, 4110, 4111, 4112 and 4113**, and under **L.R. Khatian Nos. 157, 398, 757, 849, 959, 1014, 1234, 1312, 1456, 2151, 2210, 2634, 2761, 3265, 8584, 8585, 8587, 8786, 8602, 8882 and 10030**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, more fully described in the **Schedule 'B'** written hereunder.

AND WHEREAS thereafter **M/S Withal Services Private Limited**, one of the **Owner** herein, **mutated its** name in **L.R. Khatian Nos. 10968, 11086, 11723, 11871, 11989 and 12120**, in the records of B.L.&L.R.O. in respect of the aforesaid land and also mutated its name in the record of the **Chandpur Gram Panchayat** in respect of the aforesaid land as recorded **Owner** and have so long been enjoying and possessing the same with good right and full and absolute power of ownership and have every right to transfer the same

or any part to anybody by any way and possessed and enjoyed the said property free from all encumbrances.

EXECUTION OF DEVELOPMENT AGREEMENT WITH THE DEVELOPERS

THEREAFTER the above named Owners of the First Part herein desirous to develop their respective plot of lands in question by utilizing the same by way of raising a Multi Storied Building by amalgamating the said plot of lands comprising with several Flats/Shops and Covered Car Parking Space, commercial space and other units and has given an offer to the Second Part **NITU DEVELOPERS PRIVATE LIMITED [PAN NO. AAECN1633P]**, a Private Limited Company, incorporated under the provisions of Companies Act, 1956, having its Registered Office address at Lauhati, Rajarhat, P.O. Lauhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, represented by its Managing Director, **JAMALUDDIN MOLLA [PAN NO. AIYPM1138K], [AADHAAR NO. 426241332212]**, son of Mojambari Molla, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Lauhati, Rajarhat, P.O. Lauhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, urging them thereby to develop the said land as described in the First Schedule at the cost of the Developer Firm and in pursuance of the Building Plan as would be sanctioned by the competent authority.

AND THEREAFTER the party hereto of the Second Part /Developer is a well-established and reputed building contractor with practical knowledge and experience of construction of Multi-Storied Building having self-sufficient and having well knowledge regarding the construction whereas the Owners are not getting any time to build up a Multi-Storied building over the said property hereunder given and the Developer considering the bonafide approach the Owner has accepted the proposal and for maintaining good relation.

THEREAFTER the Owner / vendor no. 1 entered into a **REGISTERED DEVELOPMENT AGREEMENT** on 18.01.2022 with the developer/promoter namely **NITU DEVELOPERS PRIVATE LIMITED [PAN NO. AAECN1633P]**, a Private Limited Company, incorporated under the provisions of Companies Act, 1956, having its Registered Office address at Lauhati, Rajarhat, P.O. Lauhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, represented by its Managing Director, **JAMALUDDIN MOLLA [PAN NO. AIYPM1138K], [AADHAAR NO. 426241332212]**, son of Mojambari Molla, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Lauhati, Rajarhat, P.O. Lauhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, in respect of **the aforesaid and below 'A' scheduled land and property** for construction of the building consisting of several flats and spaces on the said plot of land and it was agreed that the developer shall construct the building, on the terms, condition and consideration mentioned therein and the said Development agreement dated **18th Day of August, 2022** registered at the office of the Additional Registrar of Assurance IV, Kolkata and also recorded in Book No. 1, Volume No. 1904-2022. Pages from 842251 to 842290 bearing **Deed No, 13186 of the year 2022**.

THEREAFTER the Owner / vendor no. 2 entered into a **REGISTERED DEVELOPMENT AGREEMENT** on 18.01.2022 with the developer/promoter namely **NITU DEVELOPERS PRIVATE LIMITED [PAN NO. AAECN1633P]**, a Private Limited Company, incorporated under the provisions of Companies Act, 1956, having its Registered Office address at Lauhati, Rajarhat, P.O. Lauhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, represented by its Managing Director, **JAMALUDDIN MOLLA [PAN NO. AIYPM1138K], [AADHAAR NO. 426241332212]**, son of Mojambari Molla, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Lauhati, Rajarhat, P.O. Lauhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, in respect of **the aforesaid and below 'B' scheduled land and property** for construction of the building consisting of several flats and spaces on the said plot of land and it was agreed that the developer shall construct the building, on the terms, condition and consideration mentioned therein and the said Development agreement dated **18th Day of August, 2022** registered at the office of the Additional Registrar of Assurance IV,

Kolkata and also recorded in Book No. 1, Volume No. 1904-2022. Pages from 842291 to 842350 bearing Deed No, 13187 of the year 2022

EXECUTION OF REGISTERED DEVELOPMENT POWER OF ATTORNEY :

THEREAFTER the said Owner no. 1 appointed its constituted attorney namely **JAMALUDDIN MOLLA [PAN NO. AIYPM1138K], [AADHAAR NO. 426241332212]**, son of Mojambari Molla, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Lauhati, Rajarhat, P.O. Lauhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, by virtue of a registered Development Power of Attorney both dated **18th Day of August, 2022** registered at the office of the Additional Registrar of Assurance IV, Kolkata and also recorded in Book No. 1, Volume No. 1904-2022. Pages from 842251 to 842290 bearing Deed No, 13186 of the year 2022 with right to execute enter into agreement for Sale with the intending buyers of flats/Covered Garage Rooms/spaces/shops etc. to be constructed in the Said land and to receive the earnest money, part payment and the entire sale consideration thereof and execute the respective deed of conveyances etc.

THEREAFTER the said Owner no. 2 appointed its constituted attorney namely **JAMALUDDIN MOLLA [PAN NO. AIYPM1138K], [AADHAAR NO. 426241332212]**, son of Mojambari Molla, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Lauhati, Rajarhat, P.O. Lauhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, by virtue of a registered Development Power of Attorney both dated **18th Day of August, 2022** registered at the office of the Additional Registrar of Assurance IV, Kolkata and also recorded in Book No. 1, Volume No. 1904-2022. Pages from 842291 to 842350 bearing Deed No, 13187 of the year 2022 with right to execute enter into agreement for Sale with the intending buyers of flats/Covered Garage Rooms/spaces/shops etc. to be constructed in the Said land and to receive the earnest money, part payment and the entire sale consideration thereof and execute the respective deed of conveyances etc.

COMMENCEMENT OF THE PROJECT

AND WHEREAS by both the **Development Agreement with Development Power of Attorney dated 18.08.2022** the **Developer** has been empowered to build the proposed building upon the said land in accordance with the sanctioned plan or enter into any contract or agreement with the intending Purchaser/s or take advance from the said intending Purchaser/s against the respective unit and also **Developer** have been empowered to collect the consideration money from the sale of **Developer's allocation** also from the intending Purchaser/s and issue money receipt in **his / her / their** own name/s and moreover take advance of consideration money from the intending Purchaser/s for **Developer's allocation**.

AND WHEREAS by virtue of the said **Development Agreement** and vested power the **Developer** has taken delivery of peaceful and khas possession of the land as specifically mentioned in the **Schedule 'C'** hereunder written.

AND WHEREAS on being empowered and authorized by the **Owners**, the **Developer** herein started construction of the said proposed building upon the said land as per **Plan** sanctioned and approved by the **District Engineer N-24 Parganas Zilla Parishad** on _____ and also sanctioned and approved by the **Executive Officer, Rajarhat Panchayat Samity** on _____ by virtue of **Approval Order No.** _____ dated _____.

AND WHEREAS in terms of the said **Development Agreement** and as per said sanctioned building plan, the **Developer** started the remaining work of the said building which is now going in progress.

AND WHEREAS the **Developer** and the **Owner** declare and confirm that the said Flat/Unit/ Car Parking Space is forming part of **Developer's Allocation**.

AND WHEREAS the **Owners** and the **Developer** are fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Promoter regarding the said Land, have been completed.

AND WHEREAS the developer started the constructional work of Block - 4 of the said housing complex.

DESCRIPTION OF THE PROJECT

- A. The said land is earmarked for the purpose of building a residential Project comprising multistoried apartment buildings and the said project shall be known as “**SUNSHINE GREEN CITY**” with the object of using for Apartments.
- B. The promoter / Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter/Developer regarding the said land on which Project is to be constructed have been completed.
- C. The **Developer** herein have invited offers to sell one residential **Flat being no. _____, on the _____ Floor, Block - 4**, containing a salable area of _____ **Sq. ft.** equivalent to _____ **sq. ft.** Covered area equivalent to _____ **sq.ft. Carpet Area** be the same a little more or less consisting of _____ **Bed Rooms**, **1** Drawing cum Dining Space, **1** open Kitchen, **2** Toilets and **1** **Balcony** with **Vitrified Tiles flooring** and **Lift facility** of the **Multistoried Building Complex** namely **SUNSHINE GREEN CITY**, situated at **Lauhati, Rajarhat**, under **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the **District of North 24-Parganas, Kolkata - 700135**, more fully described in the **Schedule ‘E’ (PART I)**, hereinafter referred to as the said “residential **Flat**” at the rate of **Rs. _____/- (Rupees _____) only** per sq.ft. i.e. the total consideration price of the flat is **Rs. _____/- (Rupees _____) only** and the price of the car parking space is **Rs. _____/- (Rupees _____) only** i.e. the consideration price of the flat alongwith Car Parking Space is **Rs. _____/- (Rupees _____) only** exclusive GST and **including GST @ 5%** (Rs. _____/-) the total price of the Flat alongwith car parking space is **Rs. _____/- (Rupees _____) only** and including the Extra Development Charges and other charges the total cost is **Rs. _____/- (Rupees _____) only** and along with the undivided proportionate share of land more fully described in the **Schedule ‘A’, ‘B’ & ‘C’**, including all rights to use as common service - areas and common parts / Amenities of the said building, more fully described in the **Schedule ‘E’ & ‘F’** respectively, as per provisions of the West Bengal Apartments Ownership Act, 1972

AND WHEREAS the **Purchasers** has taken inspection of the title deed, sanctioned plan and all other relevant documents including layout as aforesaid and have made all necessary searches and is fully satisfied with the plan and marketable title of the Owner’s land and the **Purchasers** having been spontaneously agreed not to raise any objection and / or make any other query with regard thereto and having been satisfied and considering the price and / or consideration of the aforesaid residential **FLAT ALONGWITH CAR PARKING SPACE** being the fair market price and the **Purchasers** approached the **Developer** for purchase of the mentioned residential **FLAT ALONGWITH CAR PARKING SPACE** at or for the consideration of **Rs. _____/- (Rupees _____) only** including the price of **FLAT ALONGWITH CAR PARKING SPACE** and extra development charges and legal charges and advance maintenance charges all are including GST.

AND WHEREAS the **Developer** doth hereby undertakes, confirms and assures unto the **Purchasers** that the said **FLAT ALONGWITH CAR PARKING SPACE** agreed to be purchased together with the proportionate land more fully described in the **Schedule ‘F’ & ‘G’** respectively, is free from all encumbrances including mortgage, charge, lien and attachment whatsoever and that the **Developer** have and still have full and absolute power to transfer, convey and deliver ownership and physical possession of the said **FLAT ALONGWITH CAR PARKING SPACE** more fully described in **Schedule ‘E’** written hereunder in favour of the **Purchasers**.

AND WHEREAS at the request of the **Purchasers, the Owners / Vendors** herein agreed to sell, transfer and convey the undivided imposable proportionate share in the land comprise in the said Premises and attributable to the said **residential Flat being no. _____, on the _____ Floor, Block - 4**, containing a salable area of _____ Sq. ft. equivalent to _____ sq. ft. Covered area equivalent to _____ sq.ft. **Carpet Area** be the same a little more or less consisting of _____ **Bed Rooms, 1** Drawing cum Dining Space, **1** open Kitchen, **2** Toilets and **1** **Balcony** with **Vitrified Tiles flooring** and **Lift facility** of the **Multistoried Building Complex** namely **SUNSHINE GREEN CITY**, situated at **Lauhati, Rajarhat, under Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station, in the District of North 24-Parganas, Kolkata - 700135**, more fully described in the **Schedule 'E' (PART I)**, hereinafter referred to as the said "residential Flat" at the rate of **Rs. _____/- (Rupees _____) only** per sq.ft. i.e. the total consideration price of the flat is **Rs. _____/- (Rupees _____) only** and the price of the car parking space is **Rs. _____/- (Rupees _____) only** i.e. the consideration price of the flat alongwith Car Parking Space is **Rs. _____/- (Rupees _____) only** exclusive GST and **including GST @ 5%** (Rs. _____/-) the total price of the Flat alongwith car parking space is **Rs. _____/- (Rupees _____) only** and including the Extra Development Charges and other charges the total cost is **Rs. _____/- (Rupees _____) only** and along with the undivided proportionate share of land more fully described in the **Schedule 'A', 'B' & 'C'**, including all rights to use as common service - areas and common parts / Amenities of the said building, more fully described in the **Schedule 'E' & 'F'** respectively, as per provisions of the West Bengal Apartments Ownership Act, 1972.

- D.** The Purchasers / Purchasers have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein :
- i) The Purchaser/Purchasers have independently examined and verified or caused to be examined and verified, inter alia, the following and have fully satisfied themselves about the same:
 - ii) The Title of the Owner in respect of the Premises.
 - iii) The Sanctioned Plans of the Buildings and further revised Sanctioned Plan in terms of the Act;
 - iv) The Covered Area of the Said Apartment;
 - v) The Specifications and common Portions of the Project; and
 - vi) The respective rights interest and entitlements of the Owner and the Purchaser/Purchases under this Agreement for Sale;
 - vii) Cost of extra development charges and other charges;
 - viii) The Purchaser/Purchasers shall have common user right in respect of only those portions of the terrace which are not part of the saleable area of the Developer.
- E.** 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; 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 in on the terms and conditions appearing hereinafter.
- F.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/Developer hereby agrees to sell and the Purchaser/Purchasers hereby agree to purchase the abovementioned flat as specified in **schedule - E** .

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other goods 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/Developer agrees to sell to Purchaser/Purchasers hereby agree to purchase, the Apartment as specified in schedule - E.

1.2 *The Total Price for the FLAT ALONGWITH CAR PARKING SPACE based on the Salable area as mentioned below .*

(a) Flat No. _____, Block No. 4 _____ Floor Facing _____ Total Salable Area _____ sq.ft. Total Covered Area _____ sq.ft. Total Carpet Area _____ sq.ft.	Price of Flat @ Rs. _____/- per sq.ft.: Rs. _____/- only
(b) Price of Car Parking Space of 135 built up area	Rs. _____/-
(c) Total Unit Price including GST @5%	Rs. _____/- only
(c) Extra Development Charges @ _____/- per sq.ft.	Rs. _____/- only
(d) Legal Charges	Rs. _____/- only
(e) GST on Extra Development charges	Rs. _____/- only
(f) Advance Maintenance Charges @ Rs. 2.50/- per sq.ft. (For Six Months)	Rs. _____/- only
Total Amount Payable (B+C+D+E+F)	Rs. _____/- only .

More fully mention in Para-2 of the Payment Plan **(Schedule-G)** hereinafter.

1.3 In addition to the above all other payments shall be payable by the Purchasers as mentioned in Payment Plan, Part-3 **(Schedule-G)**

1.4 The Total Price is escalation-free, save and except increases which the Purchaser/Purchasers hereby agree to pay 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/Developer undertakes and agrees that while raising a demand on the Purchaser/Purchaser for increase in-development charges, cost/charges imposed by the Competent Authorities, notification/order/ rule/regulation to that effect along with the demand letter being issued to the Purchasers /Purchasers, which shall only be applicable on subsequent the Promoter/Developer shall enclose the said payments along with the copy of the said notification issued by the competent authority. The Purchasers shall get adequate time to verify the applicability of the notification. The developer shall also provide the Purchasers' details of calculation and proportionate charges to be levied on Purchasers

1.5 The Purchaser/Purchaser shall make all the payments as per the payment plan set out in Schedule 'G' ("Payment Plan").

1.6 It is agreed that the Promoter/Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities for the respective unit/s described herein at Schedule D' in respect of the Apartment, plot or building, as the case may be, without the previous written consent of the Purchaser/Purchaser as per the provisions of the Act. Provided that the Promoter/Developer may make such additions or alterations as may be required by the Purchaser/Purchaser, or such minor changes or alteration if permitted under the Provisions of the Act.

1.7 The Promoter/Developer shall confirm to the final carpet area that has been allotted to the Purchaser/Purchaser after the construction of the Building is complete by furnishing details of the changes, if any in the carpet area. The total price payable for the

salable area shall be recalculated upon confirmation by the Promoter/Developer, if there is reduction in the salable area then the Promoter/Developer shall refund the excess money paid by Purchaser/Purchaser within forty-five days, from the date when such an excess amount was paid by the Purchaser/Purchaser. If there is any increase in the salable area, of the Apartment, allotted to Purchaser/Purchaser, the Promoter/ Developer shall demand that from the Purchasers /Purchasers as per the next milestone of the payment plan as provided in Schedule 'G'. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8 Subject to para 9.3 the Promoter/Developer agrees and acknowledges, the Purchaser/Purchaser shall have the right to the Apartment as mentioned below:

(i) The Purchaser/ Purchasers shall have exclusive ownership of the Apartment.

(ii) The Purchaser/ Purchasers shall also have undivided proportionate share in the Common Areas. Since the share, interest of Purchaser/Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser/Purchasers shall use the Common Areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the Promoter/Developer shall hand over the common areas to the Association of Purchaser/Purchaser after its formation and duly obtaining the Completion Certificate/Occupancy Certificate from the Competent Authority as provided in the Act.

(iii) That the computation of the price of the Apartment includes recovery of price of land, construction of the Common Areas, internal development charges, cost of providing electric wiring, electrical connectivity to the Apartment, Lift, Water line and Plumbing, finishing with Paint, Marbles, Tiles, Doors, Windows, Fire detection and Firefighting equipment in the common areas (if required by the Concerned Building Plan Sanction Authority), maintenance charges etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

1.9 It is made clear by the Promoter/ Developer and the Purchaser/Purchaser agrees that the Apartment along with covered/open/mechanical parking space shall be treated as a single indivisible unit for all purposes. The Developer/ Promoter can extend its Project keeping in view to use the land and all the amenities and facilities of the said Project

1.10 The Promoter/ Developer agrees to pay all outgoings before transferring the physical possession of the Apartment to the Purchasers / Purchasers which it has collected from the Purchasers /Purchasers, 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 and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter/Developer fails to pay all or any of the outgoings collected by its' from the Purchaser/Purchaser or any liability, mortgage loan and interest thereon before transferring the Apartment to the Purchaser/Purchasers, the Promoter/ Developer agree 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.

1.11 The Purchasers have already been paid a sum of **Rs. _____/- (Rupees _____)** only out of the total consideration price of the said FLAT ALONGWITH CAR PARKING SPACE as Booking amount, being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter/Developer hereby acknowledges and the Purchaser/ Purchasers hereby agrees to pay the remaining price of the Apartment as described in the Payment Plan (Schedule H) as may be demanded by the Promoter/ Developer within the time and in the manner specified therein. Provided that if the Purchaser/ Purchasers delay in payment towards any amount which is payable, they shall be liable to pay interest at the rate prescribed in the schedule below.

2. MODE OF PAYMENT:

2.1 Subject to the terms of the Agreement and the Promoter/Developer abiding by the construction milestones, the Purchaser/Purchasers shall make all payments, on written demand by the Promoter/Developer, within the stipulated time as mentioned in the Payment Plan (through a/c Payee cheque/demand draft/ bankers cheque or online payment) in favour of **NITU DEVELOPERS PVT. LTD.** payable at Kolkata.

2.2 In the event of any cheque for any amount issued by the **Purchasers** being returned dishonoured for any reason whatsoever, the **Purchasers** shall be liable to pay a fine of **Rs. 500/- (Rupees five hundred only)** for every such cheque that is dishonored, in addition to making payment of the amount of the cheque with interest thereon. This shall be without prejudice to the legal rights of the **Developer** under law (including the Negotiable instruments Act, 1881) as also the other rights of the **Developer** under this Memorandum.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Purchaser/ Purchasers, if resident outside India, shall be sole 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 there under 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/Developer with such permission, approvals which would enable the Promoter/Developer 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 Purchaser/ Purchasers understands and agree that in the event of any failure on their part to comply with the applicable guidelines issued by the Reserve Bank of India, they 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/Developer accepts no responsibility in regard to matters specified in Para 3.1 above, The Purchaser/Purchasers shall keep the Promoter/ Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/ Purchasers subsequent to the signing of this Agreement. It shall be the sole responsibility of the Purchaser/ Purchasers to intimate the same in writing to the Promoter/Developer immediately and comply with necessary formalities if any under the applicable laws, The Promoter/Developer shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser/Purchasers 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/Developer shall be issued the payment receipts in favour of the Purchaser/Purchasers only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Purchaser/ Purchasers authorize the Promoter/Developer to adjust appropriate all payments made by them under any head (s) of dues against lawful outstanding of the Purchaser/Purchasers against the Apartment, if any, in their names and the Purchaser/Purchasers undertake not to object/demand/ direct the Promoter/ Developer to adjust their payments in any manner

5. TIME IS ESSENCE:

The Promoter/Developer 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 Apartment to the Purchaser/Purchasers and the common areas to the Association of Purchaser/Purchasers or the Competent Authority, as the case may be, subject to Force Majeure as describe in 7.1. Similarly the Purchaser/Purchasers shall pay all accounts payable as per payment Plan (Schedule-H) as and when due & demanded.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Purchaser/Purchasers has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as mentioned in different Schedules annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter/Developer. The Promoter/Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter/Developer undertakes to strictly abide by such plans approved by the Competent Authorities and shall also strictly abide by the Bye-laws, FAR and density norms and provisions prescribed by the panchayet and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter/Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment: The Promoter/ Developer agrees and understands that timely delivery of possession of the Apartment to the Purchaser/Purchasers and the common areas to the Association of Purchaser/Purchasers or the Competent Authority, as the case may be, is the essence of the Agreement. The Promoter/Developer assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place **within 31st December, 2026** with a grace period of further **six months** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure" as mentioned in Cl. 9.1 & 9.2 and with Application of Booking Form Cl.9A & 9B). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser/Purchasers agree that the Promoter/Developer shall be entitled to the extension of time for delivery of possession of the Apartment. However, such force majeure clause shall be applicable when there is direct impact in the project site.

7.2 Procedure for taking possession - The Promoter/Developer, upon completion of the construction of the said FLAT ALONGWITH CAR PARKING SPACE, shall offer in writing the possession of the Apartment, to the Purchaser/Purchasers in terms of this Agreement. Provided that, in the absence of local law, the conveyance deed in favour of the Purchaser/Purchasers shall be carried out by the Promoter/Developer within **3** months from the date of issue of notice. The Promoter/Developer agrees and undertakes to indemnify the Purchaser/Purchasers in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter/Developer. The Purchaser/Purchasers after taking possession, agree to pay the maintenance charges as per the defined rate of maintenance @Rs 2.50 per sq.ft. by the Promoter/Developer/Association of Purchaser/ Purchasers, which may be increased time to time if required. It is pertinent to mention that in case any Purchaser/Purchasers place a written proposal for registration of Deed of Conveyance in their favour of the under constructed area then the same shall be registered in their names.

7.3 Failure of Purchaser/Purchasers to take Possession of Apartment - Upon receiving a written intimation from the Promoter/Developer as per para 7.2, the Purchaser/Purchasers shall take possession of the Apartment from the Promoter/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter/Developer shall give possession of the Apartment to the Purchaser/Purchasers. In case the Purchaser/Purchasers fail to take possession within the time provided in para 7.1 such Purchaser/Purchasers shall continue to be liable to pay interest on due payments and maintenance charges as specified in para 7.2.

7.4 Possession by the Purchaser/Purchasers - After obtaining the handing over physical possession of the Apartment to the Purchaser/Purchasers, it shall be the responsibility of the Promoter/Developer to handover the necessary documents and plans, including common areas to the Association of Purchaser/Purchasers or the Competent Authority, as the case may be.

If physical possession is taken by the **Purchasers** after payment of the Agreed Consideration, Additional Payments. Deposits and other amounts and thereafter the **Purchasers** in any manner delays the execution of the Deed of Conveyance beyond 15 (Fifteen) days from the date of notice by the **Developer**, then the **Purchasers** shall be liable to pay a penalty of Rs. 5,000/- (Rupees Five thousand only) per month for the period of delay. Such liability shall be in addition to and without prejudice to the other liabilities of the **Purchasers** as also the other rights of the **Developer**, under other provisions of this Memorandum. If such delay continues for 6 (Six) month, then in that event the **Developer** shall be entitled to cancel/terminate the Memorandum/Allotment.

In the event of assignment, nomination, alienation, transfer or disposal, the **Purchasers** or the assignee, nominee, etc. pays to the **Developer** the transfer charges of **Rs. 50,000/- (Rupees Fifty Thousand)** only (hereinafter referred to as 'the Transfer Charges') and in each case of further nomination if made before the conveyance is executed then similar fee shall become payable in case of such nominations and the **Purchasers** and the intervening nominations shall be subject to pre-approval by the **Developer** who will be entitled to refuse such approval without disclosing reasons therefore

7.5 Cancellation by Purchaser/Purchasers - The Purchaser/Purchasers shall have the right to cancel/withdraw their allotment in the Project as provided in the Act. Provided that where the Purchaser/Purchasers propose to cancel/withdraw from the project without any fault of the Promoter/Developer, the Promoter/Developer herein is entitled to forfeit the 25% of the paid up money. The balance amount of money paid by the Purchaser/Purchasers shall be returned by the Promoter/Developer to the Purchaser /Purchasers after taking another booking of the said FLAT ALONGWITH CAR PARKING SPACE. The Purchaser /Purchasers shall bare the cost of the Registration of Agreement for Sale and Deed of Conveyance and Cancellation of Agreement for Sale, if required.

7.6 Compensation- Except for occurrence of a Force Majeure event, if the Promoter/Developer fails to complete or is unable to give possession of the 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 its business as a Developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter/Developer shall be liable, on demand to the Purchaser/Purchasers, in case the Purchaser/Purchasers wish to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by Promoter/Developer in respect of the Apartment, including compensation, if any in the manner as provided under the Act within 90 (One Hundred Eighty) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/ DEVELOPER:

The Promoter/Developer here represents and warrants to the Purchaser/ Purchasers as follows:

- i)** The Promoter/Developer has absolute, clear and marketable title with respect to the said Land, the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project.
- ii)** The Promoter/Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project for Residential and Commercial Purpose.
- iii)** There are no encumbrances upon the said land or the Project.
- iv)** There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment.

- v)** All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Developer 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 Apartment and Common Areas.
- vi)** The Promoter/Developer 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 Purchaser/Purchasers created herein, may prejudicially be affected.
- vii)** The Promoter/Developer has 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 Apartment which will in any manner, affect the rights of Purchaser/Purchasers under this Agreement.
- viii)** The Promoter/Developer confirms that the Promoter/Developer is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser/Purchasers in the manner contemplated in this Agreement.
- ix)** The Promoter/Developer Confirms that the Promoter/Developer is fully authorized and not restricted to construct and use its Land only for residential purpose but shall develop the land for construction of Apartments for usage for any commercial purpose too for which shall have no objection and/or can arise any disputes therefore for such purpose at any point of time for ever if the same is in accordance with the Act.
- x)** At the time of execution of the Conveyance Deed, the Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Purchaser/Purchasers and the common areas to the Association Purchaser/Purchasers or the Competent Authority, as the case may be of 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/Developer 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 possession of Apartment, Plot or Building, as the case may be, along with common areas (equipped with all the specification, amenities and facilities) has been handed over to the Purchaser/Purchasers and the Association of Purchaser/Purchasers 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/Developer in respect of the said Land and/or the Project.
- xiii)** The original documents of the title of the property shall remain in the custody of the **Developer** and shall be produced before the **Purchasers** for verifying the genuineness of title to the said property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure clause, the Promoter/Developer shall be considered under a condition of Default, in the Following events:

- i. Promoter/Developer fails to provide ready to move in possession of the Apartment to the Purchaser/Purchasers 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. For the purpose of this Para 'ready to move in possession' shall mean that the Apartment shall be in a 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 Occupation Certificate and Completion Certificate, as the case may be has been issued by the Competent Authority.

ii. Discontinuance of the Promoter/Developer's business as a Developer on account of suspension or revocation of their registration under the provisions of the Act or the Rules or Regulations made there under.

9.2 In case of Default by Promoter/ Developer under the conditions listed above, Purchaser/Purchasers are entitled to the following:

i. Stop making further payments to Promoter/Developer as demanded by the Promoter/Developer. If the Purchaser/Purchasers stop making payments the Promoter/Developer shall correct the situation by completing the construction milestones and only thereafter the Purchaser/Purchasers be required to make the next payment without any interest; or

ii. The Purchaser/ Purchasers shall have the option of terminating the Agreement in which case the Promoter/Developer shall be liable to refund the entire money paid by the Purchaser/Purchasers under any head whatsoever towards the purchase of the apartment within forty-five days of receiving the termination notice.

9.3 Timely payment is the essence of the agreement. The Purchaser/Purchasers shall be considered under a condition of Default, on the occurrence of the following events:

a) The **Purchasers** shall pay the installments in the manner as laid down in **Part-II** of the **Schedule 'G'** hereto. In case the Purchasers fails to make payment to the Owners/Promoters as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Purchasers shall be liable to pay interest to the Owners/Promoters on the unpaid amount at the rate prescribed in this agreement;

b) The **Developer** shall issue Notice of Caution / Demand Notice 7 (Seven) days prior to the date of payment.

c) In the event if the **Purchasers** fails to pay the installments as mentioned in **Part-II** of the **Schedule 'G'** and in the Caution Notice, the **Purchasers** shall be liable to pay interest @ 12% (twelve per cent) per annum from the date of default / from the due date till the date of payment.

d) If the **Purchasers** fail / neglect / refuse to pay the installments as well as interest @ 12% (twelve per cent) within prescribed time mentioned in the Caution Notice, then the **Purchasers** shall be liable to pay compound interest @ 2% (two per cent) per annum on and over simple interest of 12% (twelve per cent) from the date of default / from the due date till the date of payment.

e) Any delay or default on the part of the **Purchasers** to pay the amounts payable by **them** to the **Developer** under this Agreement on the due dates as stipulated, shall be construed as a breach committed by the **Purchasers** and in if the default continues for a period of 2 (Two) months the **Developer** shall be entitled to cancel the agreement.

f) If the default continues for a period of **2 (Two) months**, the **Developer** may opt for cancellation of the Agreement with condition that the **Developer** shall realize the simple interest of **12% (twelve per cent)** along with compound interest @ **2% (two per cent)** per month and also cancellation charges i.e. 25% of the advance money paid by the **Purchasers**. Upon issuing cancellation in respect of the Said Apartment and Appurtenances and upon retransfer of the Said Apartment and Appurtenances i.e. upon the Owners/Promoters subsequently selling and transferring the Said Apartment and Appurtenances to another Allottees and receipt of the total price thereon, the Owners/Promoters shall after adjusting the allotment amount, refund to the Allottees, the balance amount, if any of the paid-up Total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Owners/Promoters and exclusive of any indirect taxes, stamp duty and

registration charges. Further, upon the termination of this Agreement in the aforesaid circumstances, and the documentation legal charges, stamp duty, registration charges, standard user charges revocation charges Registration of Sale Agreement, cancellation after registration (2%) revocation charges to be heard by allottees, the Allottees shall have no claim of any nature whatsoever on the Owners/Promoters and/or the Said Apartment and Appurtenances and the Owners/Promoters shall be entitled to deal with and/or dispose off the Said Apartment and Appurtenances in the manner it deems fit and proper.

g) The **Purchasers** shall liable to pay maintenance charge @ **Rs. 2.50/-** per sq.ft. in respect of super built up area of **their FLAT ALONGWITH CAR PARKING SPACE**. In the event if the **Purchasers** fails to pay the above mentioned maintenance charge, the **Purchasers** shall be liable to pay interest @ **12% (twelve per cent)** per month from the date of default / from the due date till the date of payment.

If the **Purchasers** fails / neglects / refuses to pay the maintenance charge as well as interest @ **12% (twelve per cent)** within prescribed time mentioned in the Caution Notice, then the **Purchasers** shall be liable to pay compound interest @ 2% (two per cent) per month on and over simple interest of 12% (twelve per cent) from the date of default / from the due date till the date of payment.

h) In case the **Purchasers** fails to pay any amount payable to the Maintenance Authority:- (a) The Maintenance Authority shall be entitled to withdraw maintenance services attached to the unit purchased; (b) The **Purchasers** shall not be entitled to avail any maintenance services; (c) The Maintenance Authority at its option may adjust the unpaid amount from the interest free security deposit.

i) The **Purchasers** has agreed to regularly and punctually make payment of the said maintenance charges and in' the event of any default of the **Purchasers** in making payment of the maintenance and/or service charges and if such default continues for a period of **2 (two months)** then and in that event without prejudice to any other right which the **Developer** may have, the **Developer** shall be entitled to withdraw the maintenance services including water supply in respect of the said unit and the **Purchasers** specifically consents to such withdrawal of maintenance services including water supply, etc.

j) It is clarified that even the fact of non-acceptance of cancellation by the **Purchasers** due to delayed payments as aforesaid shall always be deemed to be proper cancellation and the **Purchasers** shall not be entitled to challenge or dispute the same.

k) In case the **Purchasers** fail to take possession of the **Schedule - E** Unit within the Possession Period, the **Purchasers** shall be liable to pay to the **Developer** as holding charges @ Rs 10,000/- (Rupees Ten Thousand) per month ("**Holding Charges**").

l) The **Developer** may at its discretion condone (without being obliged) such delay if the **Purchasers** tenders valid draft for all the amount in arrears along with compound interest @ 2% (two per cent) per month on and over simple interest of 12% (twelve per cent) from the date of default / from the due date till the date of payment and upon the satisfaction of the **Developer** if the defaults are rectified and the **Purchasers** assures to act and observes the **Purchasers'** obligations terms conditions and covenants. The decision of the **Developer** shall be final and binding on the **Purchasers** and the **Purchasers** agree to the same.

m) If at any time hereafter there be any imposition of any new tax or levy or fee or charges or if here be any enhancement in any tax or levy or betterment fee on development charges or levies surcharges under any statute rules and regulations on the land comprised in the premises and/or the said Unit and/or the building or complex or on the transfer or construction of the said Unit the same shall be borne and paid by the **Purchasers** to the **Developer** partially or wholly as the case may be 7 days of deemed without raising any dispute or objection thereto.

n) Besides the aforesaid rights the **Owner / Developer** shall also be entitled to any other right to which the **Owner / Developer** may be entitled to in law by reason of any default or breach on the part of the **Purchasers**.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter/ Developer on receipt of Total Price of the Apartment as per Para 1.2 under the Agreement from the Purchaser/Purchasers, shall execute a Conveyance Deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 15 days from the date of issuance of notice to the Purchaser/Purchasers.

However, in case the Purchaser/Purchasers fail to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Purchaser/Purchasers authorize the Promoter/Developer to withhold registration of the Conveyance Deed in their favour till payment of stamp duty and registration charges to the Promoter/Developer is made by the Purchaser/Purchasers.

11. MAINTENANCE OF THE SAID 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 the allottees. The cost of such maintenance has been included in the Total Price of the [Apartment/Plot].

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/Developer as per the Agreement for Sale relating to such development is brought to the notice of the Promoter/Developer within a period of 1 (One) year by the Purchaser/Purchasers from the date of handing over possession, it shall be the duty of the Promoter/Developer to rectify such defects without further charges, within 30 (thirty) days and in the event of Promoter/Developer's failure to rectify such defects within such time, the aggrieved Purchasers /Purchasers shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the [Apartment/Plot] on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/Developer/Maintenance Agency/Association of Purchaser/ Purchasers shall have rights of unrestricted access of all Common Areas, covered for providing necessary maintenance services and the Purchaser/Purchasers agree to permit the Association of Purchaser/Purchasers and/or Maintenance Agency to enter into the 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.

15. USAGE:

Use of Service Areas The service area, if any, as located within the **SUNSHINE GREEN CITY**, shall be earmarked for purposes such as services including but not limited to

transformer, Pump rooms, maintenance and service rooms, fire alarming system equipment's etc. and other permitted uses as per sanctioned plans. The Purchaser/Purchasers shall not be permitted to use the service areas in any manner whatsoever, other than those earmarked for the specific purpose and the same shall be reserved for use by the Association of Purchaser/ Purchasers formed by the Purchaser/Purchasers for rendering maintenance services. However, if the common service areas are used by the Purchaser/ Purchasers of other phases then all the Purchaser/ Purchasers of all the societies of all the phases of the project in future shall abide by the rules for use of the service areas common to all the Allotees of the different phases as well as the that of the extended projects.

16. COMPLIANCE WITH RESPECT TO THE APARTMENT:

16.1 Subject to para 12 above, the Purchaser/Purchasers shall after taking possession, be solely responsible to maintain the Apartment at their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Apartment, or the staircase, lifts, common passages, corridors 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 Apartment and keep the 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.

16.2 That Purchaser/Purchasers further undertake, assure and guarantee that they would not put any sign-board/nameplate, neon light, publicity material or advertisement material etc. on the face of the Building or anywhere on the exterior of the Project, Buildings therein or Common Areas. The Purchaser/Purchasers 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 Purchaser/Purchasers shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passage or staircase of the Building. The Purchaser/Purchasers shall also not remove any wall including the outer and load bearing wall of the Apartment

16.3 The Purchaser/Purchasers shall make plan and distribute their electrical load in conformity with the electrical systems installed by the Promoter/Developer and thereafter the Association of Purchaser/Purchasers and/or Maintenance Agency appointed by Association of Purchaser/Purchasers. The Purchaser/Purchasers shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all Laws, Rules, Regulations, Notifications applicable to the Project.

18. ADDITIONAL / FURTHER CONSTRUCTIONS:

The Promoter/Developer has every right to carry on their constructional work anywhere in the building complex or Housing Complex to finish the unfinished work as per sanctioned project plan after or before handing over the possession of the subject FLAT ALONGWITH CAR PARKING SPACE to the Purchasers and the Purchasers has no right to raise any objection upon the said further constructional work.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the [Apartment/Plot/Building] and if any such mortgage or charge is made or created then notwithstanding anything 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 [Apartment/Plot/Building].

20. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT)

The Promoter/Developer has assured the Purchaser/Purchasers that the project in its entirety is in accordance with the provisions of the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017) and registered with West Bengal Housing Industry Regulation Rules, 2018. The Promoter/Developer showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT:

Forwarding this Agreement to the Purchaser/Purchasers by the Promoter/Developer does not create a binding obligation on the part of the Promoter/Developer or the Purchaser/Purchasers until, firstly, the Purchaser/ Purchasers sign and deliver 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 Purchaser/Purchasers and secondly, appears for registration of the same before the concerned Sub-Registrar, Registering Authority as and when intimated by the Promoter/Developer. If the Purchaser/Purchasers fail execute and deliver to the Promoter/Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/ Purchasers and/or do not appear before concerned the Sub-Registrar/Registrar for its registration as and when intimated by the Promoter/Developer, then the Promoter/Developer shall serve a notice to the Purchaser/Purchasers for rectifying the default and if not rectified within 30 (thirty) days from the date of its receipt by the Purchaser/Purchasers, application of the Purchaser/Purchasers shall be treated as cancelled and all sums deposited by the Purchaser/Purchasers in connection therewith including the booking amount shall be returned to the Purchaser/Purchasers without any interest or compensation whatsoever.

22. 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 said Apartment, as the case may be.

23. RIGHT TO AMEND:

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER/PURCHASER/SUBSEQUENT/ NOMINATION:

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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Purchaser/Purchasers of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes. If the Purchaser/ Purchasers want to nominate to any third party other than the actual legal heir/s then the Purchaser/Purchasers shall pay an amount of Rs. 50,000/- (Rupees Fifty Thousand) only to the Promoter/Developer upon consideration amount.

25. WAIVER NOT A LIMITATION TO ENFORCE:

25.1 The Promoter/Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser/Purchasers 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 Purchaser/Purchasers that exercise of discretion by the Promoter/Developer in the case

of Purchaser/Purchasers shall not be construed to be a precedent and/or binding on the Promoter/Developer to exercise such discretion in the case of other Purchaser/Purchasers

25.2 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.

26. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement 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 the Act or the Rules and Regulations made there under 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.

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

Wherever in this Agreement it is stipulated that the Purchaser/Purchasers have to make any payment, in common with other Purchaser/Purchasers(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total Carpet area of all the Apartment in the Project.

28. 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

29. PLACE OF EXECUTION

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

30.NOTICES:

That all notices to be served on the Purchaser/Purchasers and the Promoter/Developer as contemplated by this Agreement shall be served if sent to the Purchaser/Purchasers or the Promoter/Developer by Registered Post at their respective addresses mentioned in this agreement.

31. JOINT ALLOTTEES:

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

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 there under 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 there of and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

[The other terms and conditions are as per the contractual understanding between the parties; however, the additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under].

34. SAVINGS:

Any Application Letter, Allotment Letter, Agreement, or any other Document signed by the Allottees / Purchasers in respect of the Apartment, as the case may be, prior to the execution and registration of this Agreement for Sale for such Apartment, as the case may be shall not be construed to limit the rights and interest of the Allottees / Purchasers under the Agreement for Sale of under the Act or the rules or the regulations made there under.

35. FORCE MAJURE

- a) In the event of any delay by the **Developer** any of **its** obligations herein due to Force Majeure or reasons beyond the control or reasonable estimation of any of the **Developer** and then in that event the time for relevant matter shall stand suitably extended. The **Developer** shall not be liable for refund or for any interest or damages in case of delay, if any. The causes of force majeure shall have direct impact in the project site.
- b) Force Majeure shall include natural calamities, Act of God, pandemic like Covid 19, flood, drought, tidal waves, earthquake, riot, war, cyclone, storm, tempest and/or any circumstances beyond the control or reasonable estimation of the **Developer**.

36. CONVEYANCE OF THE SAID FLAT ALONGWITH CAR PARKING SPACE:

The Owner/ Vendor on receipt of Total Price of the FLAT ALONGWITH CAR PARKING SPACE as per payment schedule under the Agreement from the Purchasers, shall execute a Conveyance Deed and convey the title of the FLAT ALONGWITH CAR PARKING SPACE together with proportionate indivisible share in the Common Areas.

However, in case the Purchasers fail to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Purchasers authorize the developer to withhold registration of the Conveyance Deed in their favour till payment of stamp duty and registration charges to the developer is made by the Purchasers.

The developer's appointed Advocate MR. ARNAB KUMAR DAS, District and Session Judges Court Barasat, (Chamber Address : 344/1, Netaji Colony, Kolkata 700090) will do the total registration work on behalf of both the parties and the Purchasers will bear the total expenses regarding registration as mentioned below:

1) At the time of registration of Sale Agreement : (if required)

- a) Legal & Documentation Charges: 15,000/-
- b) Stamp Duty and Registration Fees : Payable as per E-Assessment Slip Generated from wbregistration.gov.in website

2) At the time of registration of Sale Deed :

- a) i) Legal & Documentation Charges: Rs. 15,000/- (if sale agreement was previously registered)
- ii) Legal & Documentations Charges : Rs. 30,000/- (if sale agreement was not previously registered)
- b) Stamp duty and Registration Fees : Payable as per E-Assessment Slip Generated from wbregistration.gov.in website

All Stamp Duty and registration fees on execution and registration of Agreement and of the sale deed and other documents to be executed and/or registered in pursuance hereof and also all statutory charges payable therefore including the charges of the copywriter for copying of such documents and expenses incidental to registration shall be paid by the Purchaser/s and shall be deposited with the Advocate who alone shall prepare the Draft Deed of conveyance. The Purchaser/s has / have agreed to accept the same. The Advocate shall be entitled to make such changes, additions, alterations or modifications before the execution of the Deed of conveyance on confirmation by these Purchasers.

37. OWNERS / DEVELOPER COVENANT

AND WHEREAS the **Owner / Developer** herein do hereby undertakes, confirms and assures the **Purchasers** and covenant as under :-

- a). That the **Owner / Developer** are the absolute owner of the property and is lawfully entitled to convey and transfer this property unto the Purchasers;
- b). That no right of easement of any kind is available to any other person or persons in respect of the use and the enjoyment of the said property;
- c). That the said property is free from all encumbrances, attachments and other charges and that all rates and taxes due in respect thereof have been paid up to the date of sale and in the event of any encumbrance or public charges aforesaid are or is hereafter found to be due in respect of the same, the vendor shall forthwith pay the same to the appropriate authorities.

38. PURCHASERS'S COVENANT

At or before the execution of this Agreement the **Purchasers** hereby confirms that she is signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project inter alia the following and the **Purchasers** hereby confirms that **she is** fully **satisfied herself** with the following :-

- (a) That the right of the **Purchasers** shall remain restricted to the said **residential FLAT ALONGWIH CAR PARKING SPACE** with proportionate share of the land and properties appurtenant thereto and the open spaces, side spaces and back spaces in the said premises and common spaces / parts / portions / amenities / conveniences as described in the **Schedule 'E' and 'F'** hereunder.
- (b) That the said residential **FLAT ALONGWIH CAR PARKING SPACE** shall always be used by the **Purchasers** only for the purpose of residential.
- (c) That at the time of registration of the subject **FLAT ALONGWIH CAR PARKING SPACE**, the **Purchasers** shall keep a sum of Rs. **10,000/- (Rupees Ten Thousand only) + GST** with the Developer as Interest Free Security Deposit for observing and performing the covenants as to the outgoing and maintenance. After formation of the Association of the Flat Owners' the

Developer shall refund remains unutilized the abovementioned **Interest Free Security Deposit** to the **Association of the Flat Owners' without Interest**.

- (d) The **Purchasers will** pay maintenance charges per month@ **Rs. 2.50/- + GST** per sq.ft in respect of super built up area of **their residential FLAT ALONGWIH CAR PARKING SPACE**. The Maintenance Charge shall become payable from the Possession Date.
- (e) As the government is currently charging 1% GST on the category of FLAT ALONGWIH CAR PARKING SPACE, now the **Purchasers** have to pay 1% GST to the government but if the government increases the percentage of GST in future, then the Purchasers will be liable to pay that percentage GST.
- (f) The **Purchaser** shall pay the user charges of the Community Hall for use of facilities at the Said Community Hall for purpose of the special occasion of the **Purchaser**, as determined by the **Developer /Owner's Association**.
- (g) That the **Purchasers** and other owners / occupiers of the said building and with the consent of the **Developer** shall form Society, Association or company for maintaining the said building and the common areas of the said building and shall abide by all laws, bye laws, rules and regulations of such Society or Association, pay proportionately necessary taxes, revenue and other charges related to maintenance charges of the said building and common parts / portions / amenities / conveniences thereof and shall observe and perform all rules and bye laws of such Society, Association.
- (h) Co - operate - with the **Developer** in the management and maintenance of the premises and formation of the association.
- (i) To observe and perform the rules regulations restrictions from time to time in force for the use and management of the building and in particular the common areas and installations.
- (j) The cost of maintaining, replacing, repairing, white washing painting and decorating the main structure in particularly the common portions of the roof, terrace and structure of the building, main water pipes, water tanks, motor pumps and electrical wire, sewerage, drains, transformer, lift and all other common parts of the fixtures, fittings and equipments in under or upon the building enjoyed or used in common by the **Purchasers** and occupier thereof, shall be paid by the said Society, Association.
- (k) The **Purchasers** shall be liable and agree to make payment of the proportionate share of maintenance and service charges regularly and punctually to the said Society, Association.
- (l) The **Purchasers** shall be liable to make payment of the Service tax, Gst, Panchayet taxes and outgoings in respect of **their residential FLAT ALONGWIH CAR PARKING SPACE** in full.
- (m) The **Purchasers** shall have the absolute right to mutate **their** names before local Gram Panchayet and will pay tax / khajna of respective portion to be separately assessed by the Authorities. So long as such **residential FLAT ALONGWIH CAR PARKING SPACE** of the said building shall not be separately assessed for taxes, the **Purchasers** shall pay to the **Developer** a proportionate

share of the Panchayet Taxes, water tax of any in respect of **their residential FLAT ALONGWIH CAR PARKING SPACE** of the building.

- (n) To permit the **Developer** and **its** authorized agent with or without workmen at all reasonable time on notice (except in case of emergency) to enter into space of the **Purchasers** to check / view and examine the state and condition on the said space and **their** convenience and for the purpose of cleaning, repairing and keeping in order the sewers, drain, pipes, rainwater pipes, electric cables and conditions.
- (o) Not to deposit, throw, accumulate any rubbish, water, dirt, rage or other refuse in the stair case or any common parts of the building or premises or permit the same.
- (p) Not to display any boarding or signboards on the terrace of the said unit or anywhere also in the said premises.
- (q) To keep the internal portion of the said **residential FLAT ALONGWIH CAR PARKING SPACE** and every part thereof in good condition so as the support other supporting parts of the building.
- (r) Not to make any addition or alteration in structural work of the **FLAT ALONGWIH CAR PARKING SPACE** except with the prior written approval and sanction of the local Gram Panchayet or any other appropriate authority/s.
- (s) Not to change the Colour of the front as well as outer portion as well as verandah portion of the **FLAT ALONGWIH CAR PARKING SPACE** except with the prior written approval of the **Developer / Association**.
- (t) Not to install any covering grill in the Balcony or in the outside window of the **Flat** except with the prior written approval of the **Developer** and as per design and specifications approved by the **Developer**.
- (u) Not to decorate the exterior of the building outside than in the manner agreed by the **Owner / Developer** in writing or in the manner as near as may be in which it was previously decorated.
- (v) Not to commit or permit to be committed any alteration or changes in pipes conduits and other fixtures and fittings services of the building and the said unit.
- (w) Not to use stove or chulas in the stair cases / stairs and other common portions and / or allow smoke to spread and go in common area.
- (x) Not to keep any inflammable goods in the said unit except cooking Gas.
- (y) Not to allow or permit to be allowed to store any goods articles or things in the staircase landings lobby or other areas of the building.
- (z) Not to raise any objection in respect of amenities / facilities provided by the **Developer** in the said building Complex.
- (aa) Not to do any act, deed or thing whereby the **Owner /Developer** is prevented from selling, assigning or disposing off any other portion or portions

of which the **Owner / Developer** are the only absolute owner, in the said building.

- (bb) To use in common with occupiers and owners of other flats of the building the common areas and facilities as described in the **Schedule 'F' & 'G'** hereinafter written.
- (cc) To pay for electricity and other utilities consumed in or relating to the said unit.
- (dd) Neither claim any benefit nor oppose to any construction / extension, if made, of the said building by **Owners / Developer**.
- (ee) Not to raise any objection in respect of the Extra charges borne by the **Developer** for completing Extra work as per the choice of the **Purchasers**.
- (ff) The **Purchasers** shall pay to the concerned Electricity department for installation of **their** individual electric meter.
- (gg) Not to claim any right over and in respect of the covered area and common passage on the ground Floor of the said building containing the said Unit or the land open to sky and comprised in the said building and complex (unless otherwise expressly mentioned herein and agreed to be hereby granted to the Purchasers) and also not to claim any Ownership right in the common road of the general people who are residing and who will be residing in the adjacent plot / s of the building namely **SUNSHINE GREEN CITY** and roof and the parapet wall of the building and also not to obstruct any development or additional or further construction which may be made thereon or in any part thereof by the **Developer** or under its authority by the **Developer** or any other concern as may be agreed upon by the **Developer**.
- (hh) To use and enjoy the common areas and installations only to the extent required for ingress to and egress from the said unit with materials and utilities.
- (ii) The **Purchasers** undertake and covenants with the **Developer** not to raise any requisition or objection regarding the installation of Transformer because it is depending on the time schedule framed by concerned Governing Body (WBSEDCL).
- (jj) All Unit Purchasers at the Township Project shall be known as **SUNSHINE GREEN CITY** shall have common easement rights and all the Unit owners of and in all the Zones and /or Phases of the Project shall have the right to use the approach road and other common areas and facilities (including the Community Hall) comprised the entire project, for which the **Purchasers** shall not raise any objection of whatsoever nature.

39.PURCHASERS'S INDEMNITY

(a) The proportionate share of the Purchasers in various matter referred herein shall be such as be determined by the Architect of the Developer and Purchasers shall be bound to accept the same notwithstanding the minor variations therein.

(b) The undivided share in the premises and the common areas and installations shall be worked out on the basis of the proportion of the salable area.

(C) The **Purchasers** understands & acknowledges that, during the course of construction of Township Project shall be known as '**SUNSHINE GREEN CITY**' certain changes, deviations or omissions may be required to be undertaken at the requirement of governmental authorities or certain design changes may be suggested by the Architect appointed by the **Developer**. Further, job conditions on the Project may require certain changes, deviations or omissions, or **Developer** may deem that certain changes, deviations, additions or omissions are necessary or are in the best interest of the Project. Any changes, additions, deviations or omissions recommended by the **Developer**, the Architect or governmental authorities at '**SUNSHINE GREEN CITY**' are hereby authorized by the **Purchasers**.

(d) The decision of the Architects regarding construction, specifications, division of phases, common portions, the quality of materials and the workmanship, calculation of the built-up and salable areas of all Flats and Flat units and other such matters regarding construction shall be final and binding on the **Purchasers**.

(e) Co - operate - with the **Developer** in the management and maintenance of the premises and formation of the association.

(f) To observe and perform the rules regulations restrictions from time to time in force for the use and management of the building and in particular the common areas and installations.

(g) Not to let out or part with possession of the parking space if so independently AND to use the same only for the purpose for which the same is meant for and permitted in terms of this Agreement and for no other purpose whatsoever AND not to make any construction temporary or permanent and not to block the said parking space by keeping any other article.

(h) Not to do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Units in the said Building and other Buildings in the Complex.

(i) Not to do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Units in the said Block / Phase and other Buildings in the Township Project.

(j) Not to carry on or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral activity in said Unit or the common or the common portions of the said Block / Phase and the common parts and/or any other parts in the said property/ Township Project.

(k) Save the right of acquire the said Unit and making habitable the same, the **Purchasers** shall not have any right, title, interest, claim or demand whatsoever and in respect of the road and the other parts of portions of the said Block / Phase and the said property/ Township Project and spaces save and except the common portions.

SCHEDULE "A" ABOVE REFERRED TO

(Description of the Land and Property of M/S Negus Services Pvt. Ltd.)

THAT piece or parcel of Bastu land measuring an area of **64.65 (Sixty Four point Sixty Five) decimal** equivalent to **39 (Thirty Nine) Katha 01 (One) Chitak 37 (Thirty Seven) Sq. Ft.** more or less lying and situated at **Mouza - Bishnupur**, comprised in **R.S. & L.R. Dag Nos. 3837, 3841, 3843, 3848, 4097, 4100, 4101 and 4109** and under **R.S. Khatian no. 33, L.R. Khatian Nos. 157, 759, 1950, 3400, 4248, 8786 and 10030, new L.R. Khatian Nos. 10967 and 11108, J.L. No. 44, R.S. No. 126, Touzi No. 173** at present No.

10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, **Kolkata - 700135**. Being butted and bounded by:

ON THE NORTH	50 feet wide Road (91 Bus Route) / Lauhati – Bhangar Road & R.S. & L.R. Dag no. 3848 (P), 3843 (P), 3840 (P)
ON THE SOUTH	R.S. & L.R. Dag no. 3836, 4097 (P), 4111, 4118, 4119
ON THE EAST	R.S. & L.R. Dag no. 3836, 4106, 4107, 4120
ON THE WEST	R.S. & L.R. Dag no. 3837, 3850, 4098, 4110

SCHEDULE “B” ABOVE REFERRED TO

(Description of the Land and Property of M/S Withal Services Pvt. Ltd.)

ALL THAT piece or parcel of Bastu land measuring an area of **173.11 (One Hundred Seventy Three point Eleven) decimal** equivalent to **104 (One Hundred and Four) Katha 11 (Eleven) Chitak 32 (Thirty Two) Sq. Ft.** more or less lying and situated at **Mouza - Bishnupur**, comprised in **R.S. & L.R. Dag Nos. 3837, 3839, 3840, 3841, 3842, 3843, 3846, 3848, 4097, 4100, 4101, 4110, 4111, 4112 and 4113**, and under and under L.R. Khatian Nos. 157, 398, 757, 849, 959, 1014, 1234, 1312, 1456, 2210, 2634, 2761, 3265, 8602, 8882 and 10030, new **L.R. Khatian Nos. 10968, 11086, 11723, 11871, 11989 and 12120**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, **Kolkata - 700135**. Being butted and bounded by :-

ON THE NORTH	50 feet wide Road (91 Bus Route) / Lauhati – Bhangar Road & R.S. & L.R. Dag no. 3847, 3845, 3838, 3836, 3846 (P)
ON THE SOUTH	R.S. & L.R. Dag no. 4096, 4112 (P), 4114, 4110 (P), 4101 (P)
ON THE EAST	R.S. & L.R. Dag no. 4102, 4101 (P), 4108, 4109, 4118
ON THE WEST	R.S. & L.R. Dag no. 3838, 3845, 3846 (P), 3850, 3841 (P), 3842 (P), 4100 (P), 4018, 4096, 4112 (P), 4113 (P), 4114

SCHEDULE “C” ABOVE REFERRED TO

(Description of the Project Property of Block - 4)

ALL THAT a piece or parcel of Bastu land measuring an area of **30.84** decimals equivalent to **18.79 cottahs** out of total land measuring 237.76 Decimal equivalent to 143 Katha 12 Chitak 39 sq.ft. together with a multistoried building lying and situated at **Mouza - Bishnupur**, comprised in **R.S. & L.R. Dag Nos. 3846 (2 DECIMAL), 3848 (28.48 DECIMALS)** new **L.R. Khatian Nos. 11108 (1 Decimal in Dag No. 3848), 10968 (2 Decimals in Dag No. 3846) and 11086 (27.48 Decimals in Dag No. 3848)**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, **Kolkata - 700135**, West Bengal, which is butted and bounded as follows :-

ON THE NORTH	
ON THE SOUTH	16ft Common Passage
ON THE EAST	Block 1
ON THE WEST	30 ft Common Passage

THE SCHEDULE ‘D’ REFERRED TO

(Flat hereby conveyed)

PART - I (The Flat)

ALL THAT a residential Flat being no. _____, on the _____ Floor, Block - 4, containing a salable area of _____ Sq. ft. equivalent to _____ sq. ft. Covered area equivalent to _____ sq.ft. Carpet Area be the same a little more or less consisting of

_____ **Bed Rooms, 1 Drawing cum Dining Space, 1 open Kitchen, 2 Toilets and 1 Balcony with Vitrified Tiles flooring and Lift facility of the Multistoried Building Complex** namely **SUNSHINE GREEN CITY**, situated at **Lauhati, Rajarhat, under Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the **District of North 24-Parganas, Kolkata - 700135**, situated at **Lauhati, Rajarhat, under Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, in the **District of North 24-Parganas, Kolkata - 700135** and with proportionate share of land and together with common parts and portions of the said more fully and particularly described in the **Schedule 'A', 'B', 'C', 'D' & 'G'** hereinabove written.

AND

(Car Parking Space hereby conveyed)

PART - II

ALL THAT one covered **Car Parking Space** measuring **135 (One Hundred and Thirty Five) Sq. ft.** more or less on the **Ground Floor**.

THE SCHEDULE 'E' ABOVE REFERRED TO
(Construction and finishing Specification)

1	Structure	RCC Pile foundation.
2	Walls	Brick work will be done with good quality Bricks, all outer walls are 8' thick, main partition walls are 5" thick and all inner walls 3" thick respectively. Brick walls with internal pop finish and external weather proof paint.
3	Flooring	Vitrified tiles in the inside flat. Marble / kota / tiles in the staircase & lobby.
4	Doors	Wooden frames with flash door.
5	Windows	Anodized Aluminum sliding windows with clear glass.
6	Kitchen	Granite counter top with glazed tiles upto 2 feet over counter.
7	Toilets	Glazed tiles upto door height, hot & cold water point with Jaguar/Essel made C.P. fittings.
8	Electric	Concealed wiring with copper wire and branded switches of Roma Anchor / Havells / Philips. Exhaust and geyser points in appropriate locations.

The developer will provide one A.C. point in master bed room, one geyser point in bathroom and one exhaust point in kitchen at their own cost. The other A.C. Points in other rooms must be chargeable and the Purchasers will pay the said cost at the time of electrical works of the said flat

Extra Work : If any extra work be made by instance of the **Purchasers** the charges for the said works will be paid to the **Developer** by the **Purchasers** herein.

THE SCHEDULE 'F' ABOVE REFERRED TO
COMMON AREAS COMMON TO THE CO-OWNER

PART - I

1. Open and / or paths and passages.
2. Space / room for water pump with motor and overhead water tank.
3. Staircase lobby and landing.
4. Ultimate Roof / Terrace of the building.
5. Lift.
6. Gymnasium.
7. Swimming pool.
8. Community Hall.
9. Generator.
10. Electric Bus service alongwith EV Charging Station.

COMMON INSTALLATION COMMON TO THE CO-OWNER

PART - II

1. Drains sewers, Septic tank, Overhead Water tank and pipes from the building to the panchayet duct.
2. Grills railing for staircase.
3. Water pump with motor and water distribution pipe (save those inside any unit).
4. Electrical installations and Electric meter place.
5. Electrical wiring fittings and other accessories for lighting the staircase lobby and other common areas.
6. Water sewerage evacuation pipes from the unit to drains and sewers common to the building.

(Common Expenses)

PART – III

1. MAINTAINENCE : The **Purchasers** shall pay **Rs. 2.50/-** + GST per sq.ft. in respect of super built up area of **their FLAT ALONGWITH CAR PARKING SPACE** as maintenance charge. The **Purchasers** shall pay to the **Developer** the maintenance charges of the said building within **7 (Seven) days** of every month till the formation of the Owner's Association. The Maintenance Charges shall become payable from the Possession Date. The Maintenance Authority / Owner's Association shall be entitled to revise and increase the Maintenance Charges from time to time and the **Purchasers** shall not be entitled to object therein.

The Maintenance charges paid by the **FLAT ALONGWITH CAR PARKING SPACE** owners for the following purposes:

- The expenses of re-maintaining, repairing, replacing, redecorating etc. of the main structure and in particular the gutters and rain water pipes of the building water pipes, sewers line and electric wires in under or upon the building and enjoyed or used by the **Purchasers** in common with the vendor and other occupiers of the other flats and main entrance, passages, landings and staircases, roof of the building as enjoyed by the **Purchasers** or used by **their** in common as aforesaid and the boundary walls of the building and compound etc. The cost of cleaning and lighting the passage, landing stair case and other parts of the building enjoyed or used by the **Purchasers** in common as aforesaid.
- The costs of maintaining and re-decorating the exterior of the building.
- The costs and expenses for running operations and maintaining water pump, electric motors etc.
- The salaries of the clerks, chowkidars, sweepers, mistry and caretakers etc.
- The costs of working and maintenance of other lights and services charges.
- The proportionate rates and outgoings in respect of the said residential **FLAT ALONGWITH CAR PARKING SPACE** which is otherwise to be borne and paid by its owners.
- Maintenance of regular water supply to the flats.

2. OPERATION : All expenses for running and operating al machinery equipments and installations comprised in the common areas and installations including water pump with motor and including the costs or repairing renovating and replacing the same.

3. STAFF : The salaries and all other expenses of the staff to be employed for the common purpose including their bonus and other emoluments and benefits.

4. ASSOCIATION : Establishment and all other expenses of the Association including its formation office establishment and miscellaneous expenses.

5. RESERVES :All creating of fund for replacement renovation and / or other periodic expenses.

6. INSURANCE : Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, Civil commotion, etc.

7. OTHERS : All other expenses and outgoings including litigation expenses as are incurred by the Owner and or the Association for the common purpose.

THE SCHEDULE 'H' ABOVE REFERRED TO
'AGREED CONSIDERATION'

PART - I

(a) Flat No. _____, Block No. 4 _____ Floor Facing _____ Total Salable Area _____ sq.ft. Total Covered Area _____ sq.ft. Total Carpet Area _____ sq.ft.	Price of Flat @ Rs. _____/- per sq.ft.: Rs. _____/- only
(b) Price of Car Parking Space of 135 built up area	Rs. _____/-
(c) Total Unit Price including GST @5%	Rs. _____/- only
(c) Extra Development Charges @ _____/- per sq.ft.	Rs. _____/- only
(d) Legal Charges	Rs. _____/- only
(e) GST on Extra Development charges	Rs. _____/- only
(f) Advance Maintenance Charges @ Rs. 2.50/- per sq.ft. (For Six Months)	Rs. _____/- only
Total Amount Payable (B+C+D+E+F)	Rs. _____/- only .

PAYMENT SCHEDULE PART - II

The Consideration for the Undivided Share and for construction of the said **Flat** as mentioned in Part-I and Part - II above is to be paid to the **Developer** as per the following Installment Payment Plan (IPP) in the following manner and the **Purchasers** shall be liable to pay the due payment to the **Developer** within **7 (Seven) days** from the receipt of demand notice otherwise **She** shall be liable to pay penalty as per **Schedule - H** of the Agreement Source:-

SL NO.	STAGE OF WORK	PAYMENT MODE	TIME FRAME
1.	On time of booking / On Agreement	@ 10% on flat value + EDC + Adv. Mtn. Charges including GST	within 7 (Seven) days from the receipt of demand notice Legal fees of Rs. 30,000/- will be paid at the time of registration
2.	Foundation Casting	@ 10% on flat value + EDC + Adv. Mtn. Charges including GST	
3.	Ground Floor Casting	@ 10% on (flat value + EDC + Adv. Mtn. Charges including GST	
4.	1st Floor Casting	@ 10% on flat value + EDC + Adv. Mtn. Charges including GST	
5.	2nd Floor Casting	@ 10% on flat value + EDC + Adv. Mtn. Charges including GST	
6.	3rd Floor Casting	@ 10% on flat value + EDC + Adv. Mtn. Charges including GST	
7.	4th Floor Casting	@ 10% on flat value + EDC + Adv. Mtn. Charges including GST	
8.	Final Roof Casting	@ 10% on flat value + EDC + Adv. Mtn. Charges including GST	
9.	Completion of Brick Work & Plaster	@ 10% on flat value + EDC + Adv. Mtn. Charges including GST	
10.	Completion of Floor tiles (of the booked flat)	@ 5% on flat value + EDC + Adv. Mtn. Charges including GST	
11.	On Possession/ Finishing work	@ 5% on flat value + EDC + Adv. Mtn. Charges including GST	

Additional Payments payable wholly by the Purchasers (Part-III)

- (a). GST, contract tax, and any other tax, duty, levy or charge that may be applicable, imposed or charged, if any, in connection with construction or transfer of the said residential **FLAT ALONGWITH CAR PARKING SPACE** in favour of the **Purchasers**. Any liability arising on account of Service Tax is to be collected by the **Owners / Developer** from the **Purchasers** and deposited with the competent authority thereof.
- (b). Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to the Memorandum, the Deed of Conveyance and all other papers and documents that may be executed and / or registered relating to the said residential **FLAT ALONGWITH CAR PARKING SPACE** as also the additional stamp duty, additional registration fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time.
- (c). Charges levied by the **Owners / Developer** for any additional or extra work done including demolition or any additional amenity or facility provided or any change, additions, alternations or variation made in the said residential **FLAT ALONGWITH CAR PARKING SPACE** including the costs, charges and expenses for revision of the Plans to the extent if relates to such charges, additions, alterations or variation.
- (d). SUCH other expenses including printing and stationary as also additional litigation expenses incurred in respect of any dispute with the Municipality, Corporation, Improvement Trust or any other legal authority or the government and with Insurance Company in relating to the same as deemed by the or the Committee entrusted with the management / association and upkeep of the said Building.
- (e). Security Deposit & Service charges for sanction of new and separate electric meter from WBSEB in the name of the **Purchasers**.
- (f). Formation of the Association for the Common Purpose.
- (g).The **Developer** will buy an electric AC Bus for Project to Sector - V route after formation of the Project Owner's Association but the **Purchasers** will have to pay all the maintenance and related costs of the said Bus.
- (h) The developer will construct a community hall for use of the Purchasers in their any occasion subject to payment of rent or occupation charges to the developer by the Purchasers and the said community hall will fully maintained by the developer and the Purchasers will not use the said community hall as common area and the developer will not handover the said community hall the Association of the flat owners.

IN WITNESS WHEREOF the Parties have hereunder set and subscribed their hands and seal on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

By the **parties** at KOLKATA

In the presence of :-

1.

Signature of the **VENDORS**
JAMALUDDIN MOLLA

**As constituted Power of Attorney Holder
of M/S NEGUS SERVICES PRIVATE LIMITED
& M/S WITHAL SERVICES PRIVATE
LIMITED**

2.

Signature of the **DEVELOPER**

Signature of the **PURCHASERS**

Read over, Explained, Drafted
& Prepared By me as per documents and information supplied to me :-

Mr. Arnab Kumar Das,
Advocate.
Enrollment no. F/2499/2382/2018
District & Session Judges Court, Barasat

Memo of consideration

NITU DEVELOPERS PRIVATE LIMITED, a Private Limited Company, hereby received of and from the within named **Purchasers**, namely **Mr. _____** within mentioned sum of **Rs. _____/- (Rupees _____)** only as advance or earnest money as per this Agreement as per Memo below :-

Date	Mode of Payment	Cheque No. / Ref. No.	Bank Name	Branch	Amount (Rs.)

Total Rupees _____ only					Rs. _____/-

SIGNED, SEALED & DELIVERED

At Kolkata In the presence of :-

1.

2.

Signature of the **DEVELOPER**