

AGREEMENT FOR SALE

THIS AGREEMENT is executed at Kolkata on this _____ day of _____,

BETWEEN

1. **Eden Realty Ventures Private Limited (ERVPL)**, a Company governed by The Companies Act, 2013, having its registered office at Municipal Premises No. 7, Jawahar Lal Nehru Road, Kolkata - 700013, Post Office Dharamtalla, Police Station New Market, District Kolkata, West Bengal (**PAN AAACL9697H**)
2. **Shivshakti Vincom Private Limited**, a Company governed by The Companies Act, 2013, having its registered office at 1A, Raja Subodh Mullick Square, 4th Floor, Kolkata - 700013, Post Office Dharamtala, Police Station New Market, District Kolkata, West Bengal (**PAN AALCS3744F**)
3. **Saral Construction Advisory Private Limited**, a Company governed by The Companies Act, 2013, having its registered office at 24, Hemanta Basu Sarani, Mangalam-A, 3rd Floor Room No. 309, Kolkata- 700001, Post Office GPO, Police Station Hare Street, District Kolkata, West Bengal (**PAN AAPCS8569L**)
4. **Bhagwati Vinimay Private Limited**, a Company governed The Companies Act, 2013, having its registered office at Godrej Genesis, Plot No-XI, Block-EP & GP, Unit No-1603, 16th Floor, Sector-V, Salt Lake City, PIN-700091, Post Office Saltlake, Bidhan Nagar CK Market, Police Station Electronic Complex, District North 24 Parganas, West Bengal (**PAN AADCB2854M**)
5. **Century Commosale Private Limited**, a Company governed by The Companies Act, 2013, having its registered office at 24, Hemanta Basu Sarani, Mangalam-A, 3rd Floor Room No. 309, Kolkata- 700001, Post Office GPO, Police Station Hare Street, District Kolkata, West Bengal (**PAN AAEECC6690H**)
6. **Sudama Commodeal Private Limited**, a Company governed by The Companies Act, 2013, having its registered office at Maruti Building, Flat No. 5E, 12 Dr. U.N. Brahmachari Street, Kolkata - 700017, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AAQCS1698M**)
7. **Vishwakarma Marcom Private Limited**, a Company governed by The Companies Act, 2013, having its registered office at Maruti Building, Flat No. 5E, 12 Dr. U.N. Brahmachari Street, Kolkata - 700017, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AADCV7425J**)
8. **Sunidhi Realty Private Limited**, a Company governed by The Companies Act, 2013, having its registered office at Godrej Genesis, Plot No-XI, Block-EP & GP, Unit No-1603, 16th Floor, Sector-V, Salt Lake City, PIN-700091, Post Office Saltlake, Bidhan Nagar CK Market, Police Station Electronic Complex, District North 24 Parganas, West Bengal (**PAN AAPCS4837F**)
9. **Jansampark Vintrade Private Limited**, a Company governed by The Companies Act, 2013, having its registered office at 4A, Pollock Street, Swaika Centre, 1st Floor, Room No. 108, Radha Bazar, Kolkata-700001, Post Office GPO, Police Station Hare Street, District Kolkata, West Bengal (**PAN AACCCJ5997L**)
10. **Sai Dealmark Private Limited**, a Company governed by The Companies Act, 2013, having its registered office at Godrej Genesis, Plot No-XI, Block-EP & GP, Unit No-1603, 16th Floor, Sector-V, Salt Lake City, PIN-700091, Post Office Saltlake, Bidhan

Nagar CK Market, Police Station Electronic Complex, District North 24 Parganas, West Bengal (PAN AAOCS9489C)

11. **Trance Dealcom Private Limited**, a Company governed by The Companies Act, 2013, having its registered office at 1A, Raja Subodh Mullick Square, 4th Floor, Kolkata - 700013, Post Office Dharamtala, Police Station New Market, District Kolkata, West Bengal (PAN AADCT8586G)
12. **Trance Tradelink Private Limited**, a Company governed by The Companies Act, 2013, having its registered office at 1A, Raja Subodh Mullick Square, 4th Floor, Kolkata - 700013, Post Office Dharamtala, Police Station New Market, District Kolkata, West Bengal (PAN AADCT8585F)
13. **Supersoft Vincom Private Limited**, a Company governed by The Companies Act, 2013, having its registered office at Maruti Building, Flat No. 5E, 12 Dr. U.N. Brahmachari Street, Kolkata - 700017, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AAQCS1710A).
14. **Sunidhi Complex Private Limited**, a Company governed by The Companies Act, 2013, having its registered office at Godrej Genesis, Plot No-XI, Block-EP & GP, Unit No-1603, 16th Floor, Sector-V, Salt Lake City, PIN- 700091 Post Office Saltlake, Police Station Electronic Complex, District North 24 Parganas, West Bengal (PAN AAPCS0193Q)
15. **Utsav Developers Private Limited**, a Company governed by the Companies Act, 2013, having its registered office at Ideal Plaza, North Block, N 410, 11/1, Sarat Bose Road, Kolkata - 700020, Post Office Elgin Road, Police Station Bhawanipore, District South 24 Parganas, West Bengal (PAN AAACU8575D)
16. **Edencity Properties Private Limited**, a Company governed by the Companies Act, 2013, having its registered office at Ideal Plaza, North Block, N 410, 11/1, Sarat Bose Road, Kolkata - 700020, Post Office Elgin Road, Police Station Bhawanipore, District South 24 Parganas, West Bengal (PAN AACCE0989R)
17. **Vivek Bulb Industries Private Limited**, a Company governed by the Companies Act, 2013, having its registered office at Municipal Premises No. 54, Canal Circular Road, Kolkata - 700054, Post Office Kankurgachi, Police Station Phoolbagan, District Kolkata, West Bengal (PAN AABCV2809E)
18. **Mechano International Private Limited**, a Company governed by the Companies Act, 2013, having its registered office at Municipal Premises No. 54, Canal Circular Road, Kolkata - 700054, Post Office Kankurgachi, Police Station Phoolbagan, District Kolkata, West Bengal (PAN AACCM1530G)
19. **Sunidhi Estates Private Limited**, a Company governed by the Companies Act, 2013, having its registered office at Godrej Genesis, Plot No-XI, Block-EP & GP, Unit No-1603, 16th Floor, Sector-V, Salt Lake City, PIN- 700091 Post Office Saltlake, Police Station Electronic Complex, District North 24 Parganas, West Bengal (PAN AAMCS0537R)

All represented by constituted attorney M/s Sunidhi Estates Private Limited (SEPL) a Company governed by the Companies Act, 2013 having its registered office at Godrej Genesis, Plot No-XI, Block-EP & GP, Unit No-1603, 16th Floor, Sector-V, Salt Lake City, PIN- 700091 Post Office Saltlake, Police Station Electronic Complex, District North 24 Parganas, West Bengal (**PAN AAMCS0537R**) being represented by its _____, son _____, by faith _____, by nationality _____, by occupation _____, residing at _____, Kolkata-_____, Post Office _____, Police Station _____, District _____, _____(**PAN _____**)

(collectively **Owners**, include successors-in-interest)

AND

20. **Sunidhi Estates Private Limited**, a Company governed by the Companies Act, 2013, having its registered office at Godrej Genesis, Plot No-XI, Block-EP & GP, Unit No-1603, 16th Floor, Sector-V, Salt Lake City, PIN- 700091, Post Office Saltlake, Police Station Electronic Complex, District North 24 Parganas, West Bengal (**PAN AAMCS0537R**), represented by its _____, son _____, by faith _____, by nationality _____, by occupation _____, residing at _____, Kolkata-_____, Post Office _____, Police Station _____, District _____, _____ (**PAN _____**)

(**Developer**, includes successors-in-interest)

AND

21. _____, a Company governed by The Companies Act, 2013, having its registered office at _____, P.S-_____, P.O.-_____, Kolkata- _____ (**PAN _____**), represented by its Director _____, S/o _____, residing at _____, PIN – _____, Post Office _____, Police Station _____(**PAN _____**)

(**Vendor Promoter**, includes successors-in-interest)

AND

22. _____, son/daughter/wife _____, by faith _____, by nationality _____, by occupation _____, _____, residing at _____, PIN – _____, Post Office _____, Police Station _____(**PAN _____**)

(**Allottee/s**, include/s successors-in-interest).

Owners, Developer, Vendor Promoter and Allottees are hereinafter individually referred to as **Party** and collectively as **Parties**.

DEFINITIONS - For the purpose of this Agreement for Sale, unless the context otherwise requires: -

- a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016 (Act No. XVI of 2016);
- b) "**Rules**" means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016;
- c) "**Regulations**" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- d) "**Section**" means a section of the Act.

WHEREAS:

- A. The Owners are the joint, absolute and lawful owners of land measuring 17 (seventeen) *bigha*, 19 (nineteen) *cottah*, 4 (four) *chittak*, 32 (thirty-two) square feet, more or less, comprised in Municipal Premises No. 47 (previously 47,80, 53, 51A, 53A, 53B,54A, 67,67/1C), Canal Circular Road, Police Station Phoolbagan, Kolkata-700054, within KMC, Sub-Registration District Sealdah, District South 24 Parganas, more fully described in **Schedule A-1** below (**Larger Property**), by virtue of the events and circumstances mentioned in the **Schedule I** below (**Devolution Of Title**), free from all encumbrances.
- B. The Owner Nos. 1 to 15 appointed Sunidhi Estates Private Limited, being the Owner No. 19 as the Developer for carrying out Development Programme upon the First Phase Land (defined in Recital D below), on the terms and conditions recorded in the registered Development Agreement dated 14th March, 2013, registered in the Office of the District Sub Registrar III, Alipore in Book No. I, Volume No. 7, Pages from 2921 to 2944, being Deed No. 03157, for the year 2013 (**First Phase Development Agreement**).
- C. The Larger Property was earmarked for the purpose of building a residential cum commercial project comprising of multi-storeyed apartment buildings and car parking spaces known as **Z Residences** ("Said Complex"). The development of the Said Complex known as '**Z Residences**' *inter alia* consisting of (i) G+33 storied residential buildings, consisting of various residential unit/s (**Phase I - Real Estate Project**) and (ii) 2 (two) G + 28 residential towers, car parking spaces and several bungalows/villas/offices consisting of various units (**Phase II - Real Estate Project**) (all collectively "the **Real Estate Project**") It is clarified that the Real Estate Project consists of two phases as a single project named **Z Residences** which have been/is being constructed upon the Larger Property.
- D. The First Phase Land is comprised of land measuring 7 (seven) *bigha*, 3 (three) *cottah*, 11 (eleven) *chittak*, 22 (twenty-two) square feet, more or less, comprised in Municipal Premises No. 47 (previously 51A, 53, 80 and 47), Canal Circular Road, Police Station

Phoolbagan, Kolkata - 700054, within KMC, Sub-Registration District Sealdah, District South 24 Parganas, more fully described in **Schedule A-2** below (**First Phase Land**) delineated in the Plan annexed hereto and marked as Annexure “1” and bordered in colour Red thereon.

- E. The First Phase Land has been earmarked within the Larger Property for the purpose of constructing a G+33 storied building comprised in Phase I - Real Estate Project registered as a ‘real estate project’ with the West Bengal Housing Industry Regulatory Authority now West Bengal Real Estate Regulatory Authority (“**Authority**”), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time, being governed by the Authority, having registration No. HIRA/P/KOL/2018/000268.
- F. The KMC had granted the commencement certificate to develop Phase I - Real Estate Project *vide* approval dated 15.02.2018 and the Completion Certificate No. ____ was issued on ____.
- G. Pursuant to the First Development Agreement and the Sanctioned Plan, an MOU dated 16th September, 2010 was entered and executed by and between the Owners therein with the Developer herein for the terms and conditions mentioned thereat and in furtherance an Allocation Agreement dated 9th February, 2018, had been executed between Owner No. 1 to 16 and the Developer, being Owner No. 19, for granting allocation as per the terms and condition mentioned therein (**Allocation Agreement For Phase-I**).
- H. The Owner Nos. 15 to 18 appointed Sunidhi Estates Private Limited, being the Owner No. 19 as the Developer for carrying out Development Programme upon the Second Phase Land (defined in **Recital I** below) with the consent/confirmation of the Owners No. 1 to 14, on the terms and conditions recorded therein and registered being (1) Development Agreement dated 1st June, 2022, registered in the Office of the District Sub Registrar II, Alipore, South 24 Parganas in Book No. I, Volume No. 1602-2022, Pages from 268356 to 268440, being Deed No. 07169 for the year 2022 and (2) Supplementary Development Agreement dated 9th February, 2023, registered at the Office of the District Sub-Registrar III, Alipore, South 24 Parganas, in Book No. I, Volume No. 1603-2023, Pages from 83121 to 83179, being Deed No. 2714 for the year 2023, (collectively **Second Phase Development Agreement**).
- I. The Second Phase Land is comprised of land measuring 10 (ten) *Bigha*, 15 (fifteen) *Cottah*, 9 (nine) *Chittak*, 11 (eleven) square feet, more or less, comprised in Municipal Premises No. 47 (previously 53A, 53B, 67, 67/1C), Canal Circular Road, Police Station Phoolbagan, Kolkata - 700054, within KMC, Sub-Registration District Sealdah, District South 24 Parganas, more fully described in **Schedule A-3** below (**Second Phase Land**) delineated in the **Plan** annexed hereto and marked as **Annexure “2”** and bordered in colour **Red** thereon.
- J. The Second Phase Land has been earmarked within the Larger Property for the

purpose of constructing 2 (two) G+28 residential towers, car parking spaces and several bungalows/villas/offices comprised in Phase II - Real Estate Project registered as Z Residences Phase II in 'real estate project' with the West Bengal Real Estate Regulatory Authority ("Authority"), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time, having registration No. _____. Pursuant to the Second Development Agreement and the Sanctioned Plan, an Allocation Agreement dated _____, had been executed between Owner No. _____ to _____ and the Developer, being Owner No. 3.19, for granting of respective allocations, as per the terms and condition mentioned therein in Phase II - Real Estate Project (**Allocation Agreement For Phase-II**).

- K. The Developer has obtained a building plan being no. 2017030061 dated 15th December, 2017 (**Sanctioned Plan**) for Phase I-Real Estate Project, sanctioned by the K.M.C and the same being modified/revised from time to time by the K.M.C. for Phase II -Real Estate Project, duly approved on _____, for construction of Real Estate Project.
- L. The Vendor Promoter, being one of the Owners, is fully competent to enter into this Agreement and all the legal formalities with respect to the respective proportionate right, title and interest of the Vendor Promoter and other Owners regarding the Second Phase Land on which Phase II - Real Estate Project is to be constructed have been completed;
- M. The KMC had granted the commencement certificate to develop Phase II - Real Estate Project vide approval dated. _____.
- N. The Developer has obtained the final layout plan approvals for the Phase II - Real Estate Project from the KMC. Further, the Vendor Promoter/Developer agrees and undertakes that the same shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- O. The Owners, the Vendor Promoter and the Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ under registration no. _____.
- P. The Allottee had applied for an apartment in the Phase II Real Estate Project vide application no. _____ dated _____. And has been allotted bare shell apartment no. _____, on the _____ (_____) floor, of Tower No. _____, having RERA carpet area inclusive of balcony/open terrace admeasuring _____ (_____) square feet, corresponding to built-up area _____ (_____) square feet more or less, corresponding to super built up area admeasuring _____ (_____) square feet, described in **Part I** of the **Schedule B** below and delineated on the **Plan** annexed hereto and bordered in color **Red** thereon (**Said Apartment**), comprised in G+28 building, which consists of 2 (two) residential towers /buildings and bungalows/villas/offices, in a phase (Phase-II) and

named as “**Z Residences Phase II**” (**Phase II Real Estate Project**), constructed on the Second Phase Land being land measuring 10 (ten) *Bigha*, 15 (fifteen) *Cottah*, 9 (nine) *Chittak*, 11 (eleven) square feet, more or less, comprised in Municipal Premises No. 53A, 53B, 54A, 67/1C and 67, Canal Circular Road, Police Station Phoolbagan, Kolkata – 700054 now amalgamated and renumbered, being the part and portion of the Larger Property being Premises No. 47 Canal Circular Road, within the limits of the Kolkata Municipal Corporation (**KMC**), Sub-Registration District Sealdah, District South 24 Parganas, described in the **Schedule A-3** below **together with** the right to park in the parking space/s more particularly described in **Part II** of the **Schedule B** below (**Parking Space**) and **together with** pro rata share in the common areas of the Phase II Real Estate Project as member of the Association (**Share In Common Areas**), the said common areas of the Phase II Real Estate Project being described in **Schedule E** below (“**Common Areas**”). The Said Apartment, the Said Parking Space (if any) and the Share In Common Areas, collectively described in **Part III** of the **Schedule B** below (collectively “**Said Apartment And Appurtenances**”). The Said Apartment And Appurtenances forms a part of the Allocation Agreement For Phase-II under the Second Phase Development Agreement;

- Q. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- R. The principal and material aspects of the development of the Real Estate Project and the Phase II Real Estate Project as disclosed by the Owners, the Developer and the Vendor Promoter are briefly stated below–
- (i) The Real Estate Project and its various constituents have been detailed in the Recital C heretofore.
 - (ii) Bare Shell Flat to be included with limited specification as defined in the schedule and accordingly the obligation upon the Developer for structural stability as stated under this clause shall be restricted to the specifications under schedule.
 - (iii) The Developer is entitled to amend, modify and/or substitute the proposed future and further development of the Phase II Real Estate Project, in full or in part, subject to the necessary permission/sanction being granted by the KMC and all other concerned authorities.
 - (iv) The Allottee agrees that the Vendor Promoter and the Developer shall be entitled to provide and designate certain common areas and facilities appurtenant to apartments/flats in the Phase II Real Estate Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the allottee/s of such apartments/flats and to the exclusion of other allottee/s in the Phase II Real Estate Project (“**Limited Areas And Facilities**”). The Allottee agrees to use only the Limited Areas And Facilities (if any) specifically identified for the Allottee in the Said Apartment And Appurtenances and as more particularly described in **Part III** of the **Schedule B** hereunder written. The Allottee agrees to not use the Limited Areas And Facilities identified for other allottee/s nor shall the

Allottee have any claim of any nature whatsoever with respect to the Limited Areas And Facilities identified for other allottee/s and/or the usage thereof.

- (v) The Allottee agrees to issue a Power of Attorney in favour of the Developer authorizing the Developer to undertake all necessary acts and formalities in relation to the formation of the Association and the transfer of the common areas, including completing the same on or before the registration of the Deeds of Conveyance, and to do all such acts, deeds, matters and things as may be necessary or required for the aforesaid purposes.
- (v) The Common Areas in the Phase II Real Estate Project that may be usable by the Allottee and other allottee/s on a non-exclusive basis are listed in **Schedule E** hereunder written. The Common Areas shall not include the private pathways for ingress/egress, specifically designated for the use of bungalows/villas/offices comprised in Phase II, if any.

It is clarified that usage of common area in Phase I Real Estate Project and Phase II Real Estate Project shall be done by the Allottees in the Real Estate Project only after the Association of the entire Z residences is formed after completion of Phase II. It is further clarified that no price is separately paid for the common area in Phase I.

- (vi) The common areas, facilities and amenities in the Real Estate Project including the common area provided in the Phase I and Phase II Real Estate Project that may be usable by the Allottee and other allottee/s in the Real Estate Project on a non-exclusive basis (“**Real Estate Project Included Amenities**”) are listed in **Schedule F** hereunder written. The Allottee agrees and accepts that the Real Estate Project Included Amenities may not be provided simultaneously/contemporaneously with offering of possession of the Said Apartment and might be provided only after registration of Common Association of the Real Estate Project. The Allottee agrees and accepts that it shall not be obligatory for the Vendor Promoter and the Developer to complete the Real Estate Project Included Amenities (as listed in **Schedule F** below) in all respects prior to handing over of possession of the Said Apartment to the Allottee and the Real Estate Project Included Amenities may be completed/provided only after completion of the Real Estate Project and the Allottee expressly agrees not to raise any objection regarding the same and also further waives the right, if any, to do so.
- (vii) In the event the Said Parking Space (if any has been taken by the Allottee in this Agreement) is situate in the MLCP/Mechanical Parking , in the Said Phase II Real Estate Project, then in such event the Allottee agrees and accepts that the physical possession of the Said Parking Space shall be given to the Allottee only after completion of construction of the Said Phase II Real Estate Project..
- (viii) The Vendor Promoter and the Developer shall, *inter-alia* for and in course of the development of the Second Phase Land, be entitled to utilize the Maximum FAR (Floor Area Ratio) or any part thereof available on the Larger Property, subject to the necessary permission/sanction being granted by the KMC and all other concerned authorities, and construct additional built-up area by way of additional apartments and/or additional floors on the Phase II Real Estate Project, without however changing the floor in which the Allottee’s Said Apartment is located.

- (ix) The Allottee agrees and acknowledges that the sample apartment/flat (if any) is constructed by the Developer and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing and/or interior decorating the apartment and the Vendor Promoter and the Developer is not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample flat, other than as expressly agreed by the Vendor Promoter and the Developer under this Agreement. The height of the Said Apartment shall be in accordance with the sanctioned plan and the same may differ from the height of the sample apartment/flat constructed by the Developer.
- S. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Real Estate Project/Phase I Real Estate Project/Phase II Real Estate Project;
- T. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing herein after;
- U. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor Promoter here by agrees to sell and the Allottee here by agrees to purchase the Said Apartment And Appurtenances, being collectively described in **Part III** of the **Schedule B**.
- V. **Conditions Precedent**
- i. **Acceptance of Conditions Precedent:** The Owners, the Developer, the Vendor Promoter and the Allottee have accepted and agreed that the following are and shall be the conditions precedent to this Agreement:
- i.i **Understanding by Allottee:** The undertaking and covenant of the Allottee that the Allottee has understood and accepted the undermentioned methodology:
- (a) **Development of Second Phase Land:** The Developer has been entrusted to develop the entirety of the Second Phase Land as per the Sanctioned Plan and the Allottee hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.
- (b) **Sanctioned Plan and Modifications:** In pursuance of such intention, the Building Plan of the Second Phase Land has been sanctioned and/or shall further be sanctioned/ revised by the KMC.
- (c) **Extent of Title:** The right, title and interest of the Allottee is limited to the Said Apartment, the Land Share, the Parking Space and the Share In Common Areas and the Allottee hereby accepts the same and the Allottee shall not, under any

circumstances, raise any claim of right, title and interest any nature whatsoever on any other component or constituent of the Second Phase Land.

- (d) **Common Areas Subject to Change:** The Common Areas shall always be and remain subject to change and modification duly approved by the KMC, if required, carried out by the Developer as per the Sanctioned Plan, to accommodate the future plans regarding the addition/extension of the Larger Property and/or vertical extension of Phase II - Real Estate Project, the Allottee hereby accepts the same and the Allottee shall not, under any circumstances, raise any objection or hindrance thereto. It is also understood by the Allottee that upon receiving the completion certificate of Phase II - Real Estate Project, the Allottee and the co-owners of the Real Estate Project will be entitled to use the Larger Property included Amenities.

- (e) **Said Club:** The Said Club (defined in Clause 12.1 below) shall be and be deemed to be a constituent of the Common Areas and the Allottee shall have undivided, impartible, proportionate and variable share and/or interest in the Said Club, subject to the other provisions of this Agreement specifically with regard to the Said Club.

- (f) **Extension:** The Larger Property is subject to the extension upon (i) addition of lands, by way of purchase or contractual developmental relationship for the purpose of addition of Apartments, Parking Spaces, Commercial or Semi Commercial Spaces, by including additional buildings to the First Phase Land and Second Phase Land and (ii) by vertical extension in Phase II-Real Estate Project for utilizing the available FAR, if any and the same stands accepted and confirmed by the Allottee, being applicable at any point of time subject to necessary sanctions being obtained from the KMC, in which case the title to the Allottee shall be confirmed, in the manner required to perfect such title. However, if there is any vertical extension in Sanction Plan by the Developer, the Payment Schedule may be revised at the sole discretion of the Vendor Promoter.

- (g) The Allottee hereby understands, acknowledges, and agrees that upon payment of the booking amount to the Vendor Promoter, it is mandatory for the Allottee and the Vendor Promoter to take all necessary steps to cause the Agreement for Sale to be duly registered in accordance with the provisions of the applicable law for the time being in force.

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

1 TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Vendor Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Said Apartment And Appurtenances, described in **Part III** of the **Schedule B** below.

1.2 The Total Price payable for the Said Apartment And Appurtenances is more particularly mentioned in **Schedule C** below.

Explanation:

(i) The Total Price includes the booking amount paid by the Allottee to the Vendor Promoter towards the Said Apartment And Appurtenances.

(ii) The Total Price includes Taxes (consisting of tax paid or payable by the Vendor Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Phase II Real Estate Project payable by the Vendor Promoter/Developer, up to the date of handing over the possession of the Said Apartment in terms of this Agreement.

(iii) Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Vendor Promoter shall be increased/reduced based on such change/modification.

(iv) The Vendor Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in the **Schedule C** below and the Allottee shall make payment within 30 (thirty) days of such written intimation. In addition, the Vendor Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

(v) **TDS:** If applicable, the tax deduction at source (**TDS**) under the Income Tax laws shall be deducted by the Allottee on the consideration payable to the Vendor Promoter and the Developer and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee shall provide proper evidence thereof to the Vendor Promoter and the Developer within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper evidence thereof is not provided to the Vendor Promoter, then the same shall be treated as default on the part of the Allottee under this Agreement and the amount thereof shall be treated as outstanding.

1.3 The Total Price is escalation-free, save and except escalations/increases which the Allottee hereby agrees to pay due to increase ;on account of development charges payable to the competent authority/Local Bodies/Government and/or any other increase in charges which may be levied or imposed by the competent authority/Local Bodies/Government from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authority/Local Bodies/Government, the Vendor Promoter shall enclose the said notification/order/rule/regulation/demand, published/issued to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1.4 The Allottee shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.

1.5 The Vendor Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ _____ per annum for the period by which the respective installment has been preponed. The provision

for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Vendor Promoter.

1.6 It is agreed that the Vendor Promoter and the Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications (save and except finishing items, which may be altered/modified by the Vendor Promoter and the Developer at their sole discretion) and the nature of fixtures, fittings and amenities described herein at **Schedule 'D'** and **Schedule 'E'** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Said Apartment, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Vendor Promoter and the Developer may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act. The Vendor Promoter and the Developer shall take prior approval of the Allottee for extra charges, if any, as may be applicable for such addition alterations.

1.7. The Vendor Promoter and the Developer shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Phase II Real Estate Project is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area within the defined limit then the Vendor Promoter and the Developer shall refund the excess money paid by the Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to the Allottee, the Vendor Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

1.8. Subject to the terms contained in this Agreement, the Vendor Promoter agrees and acknowledges that the Allottee shall have the following rights to the Said Apartment And Appurtenances:

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

(ii) The Allottee shall also have undivided proportionate share in the Common Areas of the Phase II Real Estate Project (described in **Schedule E** below) and the Common Areas of the Real Estate Project Included Amenities (described in **Schedule F** below) as a member of the Association, which shall be transferred in favour of the Association of allottees as mandated by law. Since the share/interest of the Allottee in the Common Areas of the Phase II Real Estate Project/the Real Estate Project Included Amenities is undivided and cannot be divided or separated, the Allottee shall use the Common Areas of the Phase II Real Estate Project/the Real Estate Project Included Amenities along with other occupants/allottees of the Real Estate Project maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Vendor Promoter and the Developer shall transfer and hand over the Common Areas of the Phase II Real Estate Project (described in **Schedule E** below) and the Common Areas of the Real Estate Project Included Amenities (described in **Schedule F** below) to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.

(iii) The computation of the price of the Said Apartment And Appurtenances includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Apartment and the Phase II Real Estate Project but excludes Taxes and maintenance charges.

(iv) The Allottee has the right to visit the Phase II Real Estate Project site to assess the extent of development of the Project and his apartment, subject to prior consent of the Project engineer and complying with all safety measures while visiting the site.

1.9 It is made clear by the Vendor Promoter and the Developer and the Allottee agrees that the Said Apartment along with the Said Parking Space shall be treated as a single indivisible unit for all purposes. Save and except the scheme of development as mentioned in Recital S (including all its sub-clauses), it is agreed that the Phase II Real Estate Project is an independent, self-contained project covering the Phase II Real Estate Project (described in **Schedule A-3** below) and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that the Project's facilities and amenities shall be available for use and enjoyment of the allottees as expressly mentioned in this Agreement.

It is understood by the Allottees that all other areas and i.e. areas and facilities falling outside the Real Estate Project, namely '**Z Residences**' shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

1.10. The Vendor Promoter and the Developer agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, 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 Vendor Promoter and the Developer fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee, the Vendor Promoter and the Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11. The Allottee has paid a sum equivalent to 10% (ten percent) of the total price as booking amount being part payment towards the Total Price of the Said Apartment And Appurtenances which includes token amount/any advances paid at the time of application, the receipt of which the Vendor Promoter and the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Said Apartment And Appurtenances as prescribed in the Payment Plan [specified in **Schedule C**] as may be demanded by the Vendor Promoter and the Developer within the time and in the manner specified therein **Provided that** if the Allottee delay in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENTS:

2.1 Subject to the terms of this Agreement and the Vendor Promoter and the Developer abiding by the construction milestones as expressly mentioned in this Agreement, the Allottee shall make all payments, on written demand by the Vendor Promoter and the Developer, within the stipulated time as mentioned in the Payment Plan through cheque/demand draft/pay order/wire transfer/RTGS/NEFT or online payment (as applicable) drawn in favour of/to the account of the Vendor Promoter and the Developer payable at Kolkata.

2.2 In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution, in no event the Vendor Promoter and the Developer shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ financial institution.

2.3 The timely payment of all the amounts payable by the Allottee under this Agreement (including the Total Price), is the essence of the contract. An intimation forwarded by the Vendor Promoter and the Developer to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof.

2.4 In the event of delay and/or default on the part of the Allottee in making payment of any GST, Service Tax, VAT, TDS or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to the Vendor Promoter and the Developer under this Agreement or under applicable law, the Vendor Promoter and the Developer shall be entitled to adjust against any subsequent amounts received from the Allottee, the said unpaid tax levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

3.2. The Vendor Promoter and the Developer accepts no responsibility in regard to matters specified in Clause 3.1 above. The Vendor Promoter and the Developer shall keep the Vendor Promoter and the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Vendor Promoter and the Developer immediately and comply with necessary formalities if any under the applicable laws. The Vendor Promoter and the Developer shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party

shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Vendor Promoter and the Developer shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

Time is of essence for the Vendor Promoter and the Developer as well as the Allottee. The Vendor Promoter and the Developer shall abide by the time schedule for completing the Phase II Real Estate Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Said Apartment to the Allottee and the Common Areas of the Phase II Real Estate Project (described in the Schedule E below) to the association of allottees, upon its formation and registration. Subject to, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendor Promoter and the Developer as provided in Schedule C i.e. the Payment Plan.

6. CONSTRUCTION OF THE PHASE II REAL ESTATE PROJECT/APARTMENT AND COMMON AREAS FACILITIES & AMENITIES:

6.1 The Allottee has proposed layout plan of the Said Apartment as per the specifications, amenities and facilities and accepted the payment plan and the specifications, amenities and facilities as provided in this Agreement, which has been approved by the competent authority, as represented by the Vendor Promoter and the Developer. The Vendor Promoter and the Developer shall develop the Phase II Real Estate Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms of this Agreement. Subject to the terms in this Agreement, the Vendor Promoter and the 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 Municipal Authority and shall not have an option to make any variation /alteration/modification in such plans of the Phase II Real Estate Project, other than in the manner provided under the Act, and breach of this term by the Vendor Promoter and the Developer shall constitute a material breach of the Agreement. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Vendor Promoter and the Developer, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Vendor Promoter and the Developer Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials and specifications as set out in **Schedule D** of this Agreement.

6.2 The Allottee agrees, accepts and confirms that the Vendor Promoter and the Developer is entitled to the rights and entitlements in this Agreement including as stated in this Clause 6.2 in accordance with what is stated at Recitals S hereinabove: -

6.2.1 The Phase II Real Estate Project is being developed in a phase-wise manner by constructing and developing multiple buildings/structures thereon including the Phase II Real Estate Project as may be permissible in the manner more particularly detailed at Recitals S hereinabove. The Developer shall be entitled to develop the Phase II Real Estate Project as the Developer deems fit in accordance with the approvals and permissions as may be issued from time to time and this Agreement and the Allottee has agreed to purchase the Said Apartment And Appurtenances based on the unfettered rights of the Developer in this regard.

6.2.2 The Vendor Promoter and the Developer has informed the Allottee that there may be dedicated common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Phase II Real Estate Project. The Vendor Promoter and the Developer has further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee along with other allottee/s of flats/units/apartments in the Phase II Real Estate Project and/or the Phase II Real Estate Project and/or in the Real Estate Project, and the Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the allottee of flats/units/apartments in the Phase II Real Estate Project including the Allottee herein and the proportion to be paid by the Allottee shall be determined by the Vendor Promoter and the Developer and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee nor any of the allottees of flats/units/apartments in the Phase II Real Estate Project shall object to the Vendor Promoter and the Developer laying through or under or over the land described in **Schedule A-3** hereunder written and/or any part thereof, pipelines, underground electric and telephone cables, water lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings which are to be developed and constructed on any portion of the Phase II Real Estate Project.

6.2.3 The Allottee is aware that he/she/it/they shall only be permitted to use the Common Areas in the Phase II Real Estate Project (specified in **Schedule E** below) and the Real Estate Project Included Amenities (specified in **Schedule F** below) in common with other allottee/s and users in the Real Estate Project and the Vendor Promoter and the Developer and its contractors, workmen, agents, employees, personnel and consultants.

6.2.4 The Real Estate Project Included Amenities and any other areas as may be designated by the Vendor Promoter and the Developer including common open areas, common landscapes and driveways etc. in/on the Real Estate Project/Phase II Real Estate Project shall be an integral part of the layout of the development of the Real Estate Project and the Phase II Real Estate Project and neither the Allottee nor any person or entity on the Allottee's behalf shall, at any time claim any exclusive rights with respect to the same.

6.2.5 The Allottee shall at no time demand partition of the Said Apartment And Appurtenances and/or the Phase II Real Estate Project and/or the Real Estate Project and/or the Phase II Real Estate Project.

7. POSSESSION OF THE APARTMENT:

7.1. Schedule for possession of the Said Apartment - The Vendor Promoter and the Developer agrees and understands that timely delivery of possession of the Said Apartment to the Allottee and the Common Areas of the Phase II Real Estate Project to the association of allottees (upon its formation and registration) is the essence of the Agreement. The Vendor Promoter and the Developer assures to hand over possession of the Said Apartment along with ready and complete Common Areas of the Phase II Real Estate Project (as specified in Schedule E below) with all specifications (as provided in Schedule D below) in place on _ , (“**Completion Date** ”), 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 Phase II Real Estate Project; or any further delay(s) beyond the control of the Vendor Promoter and the Developer due to epidemic, quarantine restriction, state or nationwide lockdown, including any future disruptions due to the coronavirus disease ("**Force Majeure**"). If, however, the completion of the Phase II Real Estate Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Vendor Promoter and the Developer shall be entitled to the extension of time for delivery of possession of the Apartment Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Vendor Promoter and the Developer to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendor Promoter and the Developer shall refund to the Allottee the entire amount received by the Vendor Promoter and the Developer from the allotment within 45 days from that date. The Vendor Promoter and the Developer shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Vendor Promoter and the Developer and that the Vendor Promoter and the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2. Procedure for taking final possession – The Allottee understands and agrees that the Vendor Promoter and the Developer at their own discretion, may give the final possession of the Said Apartment in a habitable condition to the Allottee, prior to or after obtaining the completion certificate from the competent authority. The Vendor Promoter and the Developers shall offer in writing the notice of taking the final possession of the Said Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of such notice subject to payment of all amount due and payable under this Agreement and Registration of the Deed of Conveyance. The Allottee, after taking possession, agree(s) to pay the maintenance charges (as provided on Schedule H below) as determined by the Vendor Promoter and the Developer /association of allottees, as the case may be from the date of the issuance of the notice for the Phase II Real Estate Project. The Vendor Promoter and the Developer shall hand over the photocopy of completion certificate of the Phase II Real Estate Project to the allottee after obtaining the same.

7.3. Failure of Allottee to take Possession of Apartment- Upon receiving a written intimation from the Vendor Promoter and the Developer as mentioned in Clause 7.2 above, the Allottee shall take possession of the Said Apartment from the Vendor Promoter and the Developer by executing necessary indemnities, undertakings and other documentation, and the Vendor Promoter and the Developer shall give possession of the Said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as applicable in

terms of the rules framed on payment of maintenance charges for the Phase II Real Estate Project.

7.4 Possession by the Allottee- After handing over physical possession of the apartments comprised in the Phase II Real Estate Project to the allottees and obtaining the completion certificate, it shall be the responsibility of the Vendor Promoter and the Developer to hand over the necessary documents and plans, including Common Areas of the Phase II Real Estate Project (as specified in Schedule E below), to the association of allottees, upon its formation and registration;

Provided that, in the absence of any local law, the Vendor Promoter and the Developer shall handover the necessary documents and plans, including Common Areas of the Phase II Real Estate Project (as specified in Schedule E below) to the association of allottees within thirty days after formation and registration of the association of allottees.

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

Provided that where the Allottee proposes to cancel/withdraw from the Phase II Real Estate Project without any fault of the Vendor Promoter and the Developer, the Vendor Promoter and the Developer herein is entitled to forfeit the booking amount paid by the Allottee and other charges that has been demanded by Vendor Promoter and refund the balance amount to the Allottee within 45 (forty five) days of such Cancellation or upon receiving the equivalent

amount from the New Allottee whichever is later. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Vendor Promoter and the Developer.

Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Vendor Promoter and the Developer and/or the Said Apartment And Appurtenances and the Vendor Promoter and the Developer shall be entitled to deal with and/or dispose off the Said Apartment And Appurtenances in the manner it deems fit and proper.

7.6. Compensation - The Owners shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Phase II Real Estate Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Vendor Promoter and the Developer fails to complete or is unable to give possession of the Said Apartment (i) in accordance with the terms of this Agreement, duly completed by the Completion Date specified in Clause 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Vendor Promoter and the Developer shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Vendor Promoter and the Developer in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

Provided that where if the Allottee does not intend to withdraw from the Phase II Real Estate Project, the Vendor Promoter and the Developer shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Vendor Promoter and the Developer to the Allottee within forty- five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE VENDOR PROMOTER:

The Vendor Promoter and the Developer hereby represents and warrants to the Allottee as follows:

(i) The Owners have absolute, clear and marketable title with respect to the Phase II Real Estate Project; the requisite authority and rights to carry out development upon the Phase II Real Estate Project and absolute, actual, physical and legal possession of the Phase II Real Estate Project for the Phase II Real Estate Project.

(ii) The Vendor Promoter and the Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Phase II Real Estate Project.

(iii) There are no encumbrances upon the Phase II Real Estate Project save and except as expressly disclosed in the Form A Declaration uploaded in the Website of the Authority from time to time:

(iv) There are no litigations pending before any Court of law or Authority with respect to the Phase II Real Estate Project, save and except as expressly disclosed in the Form A Declaration uploaded in the Website of the Authority from time to time;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Phase II Real Estate Project, the Phase II Real Estate Project and the Said Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Vendor Promoter and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Phase II Real Estate Project, the Phase II Real Estate Project, the Said Apartment and Common Areas of the Phase II Real Estate Project till the date of handing over of the Phase II Real Estate Project to the association of allottees;

(vi) The Vendor Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vii) The Vendor Promoter has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the Said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Vendor Promoter confirms that the Vendor Promoter is not restricted in any manner whatsoever from selling the Said Apartment to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Vendor Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Apartment to the Allottee and the Developer shall handover the Common Areas of the Phase II Real Estate Project to the association of allottees, upon the same being formed and registered;

(x) The Phase II Real Estate Project 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 Phase II Real Estate Project;

(xi) The Vendor Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Phase II Real Estate Project to the competent Authorities till the completion certificate has been issued and irrespective of possession of apartment along with Common Areas of the Phase II Real Estate Project (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or not;

(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 Phase II Real Estate Project) has been received by or served upon the Vendor Promoter in respect of the Phase II Real Estate Project and/or the Phase II Real Estate Project.

(xiii) That the Phase II Real Estate Project is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

(i) Vendor Promoter fails to provide the possession of the Apartment to the Allottee, for the purpose of 'ready to move in possession' **Subject to** the Allottee fulfilling the terms mentioned in clause 7. For the purpose of this Clause 'ready to move in possession' shall mean that the Said Apartment shall be in a habitable condition which is complete in all respects.

(ii) Discontinuance of the Vendor Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2. In case of Default by Vendor Promoter under the conditions in clause 9.1, Allottee is entitled to the following:

(i) Stop making further payments to Vendor Promoter as demanded by the Vendor Promoter. If the Allottee stops making payments the Vendor Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Vendor Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice subject to allottee registering the deed of cancellation in respect of the Said Apartment and Appurtenances;

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

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

(i) In case the Allottee fails to make payment to the Vendor Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Vendor Promoter on the unpaid amount at the rate prescribed in the Rules;

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Vendor Promoter in this regard, the Vendor Promoter, may cancel the allotment of the Said Apartment in favour of the Allottee and refund the amount money paid to him by the Allottee by deducting the booking amount and the interest liabilities demanded from time to time by the Vendor Promoter/Developer and this Agreement shall thereupon stand terminated. Further, upon the termination of this Agreement in the aforesaid circumstances, the Allottee shall have no claim of any nature whatsoever on the Vendor Promoter and/or the Said Apartment and Appurtenances and the Vendor Promoter shall be entitled to deal with and/or dispose off the Said Apartment and Appurtenances in the manner it deems fit and proper. The Allottee shall, at his own costs and

expenses, execute all necessary cancellation related documents required by the Vendor Promoter.

10. CONVEYANCE OF THE SAID APARTMENT:

The Vendor Promoter, on receipt of Total Price of the Said Apartment and Appurtenances (as provided in the **Schedule C** under the Agreement) from the Allottee, shall execute a conveyance deed drafted by the Owners/Developer/Vendor Promoter's legal advisors and convey the title of the Said Apartment and Appurtenances within 3 (three) months from the date of issuance of the completion certificate to the Allottee.

However, in case the Allottee fails to deposit the stamp duty and/or registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Vendor Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Vendor Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies) and further the Allottee shall be bound by its obligations as morefully mentioned in Clause 7.3 of this Agreement.

11. MAINTENANCE OF THE APARTMENT /PHASE II REAL ESTATE PROJECT:

The Vendor Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance will be paid/borne by the Allottee (to the Vendor Promoter) from the date of obtaining completion certificate till handover of maintenance of the Phase II Real Estate Project to the association of allottees and thereafter to the association of allottees. Maintenance Expenses wherever referred to in this Agreement shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Allottee and all other expenses for the common purposes to be contributed borne paid and shared by the Allottee of the Project including those mentioned in **Schedule H** below ("**Common Expenses/Maintenance Charges**").

12. DEFECT LIABILITY:

12.1 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 Vendor Promoter as per the specifications mentioned in this agreement for sale, relating to such development is brought to the notice of the Vendor Promoter within a period of 5 (five) years by the Allottee from the date of obtaining the completion certificate, it shall be the duty of the Vendor Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Vendor Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Allottee hereby agrees to purchase the Said Apartment on the specific understanding that is/her right to the use of Common Areas/Whole Project Included Amenities shall be subject to timely payment of total maintenance charges, as determined by the Owners, the Developer and the Vendor Promoter (until formation of the association of allottees) 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 Owners, the Developer and the Vendor Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas of the Phase II Real Estate Project, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Said 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 Basement and Service Areas: The basement(s) and service areas, if any, as located within the Said Complex, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water

tanks. Pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/PROJECT

16.1. Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Phase II Real Estate Project, or the Said Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium 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 Said Apartment and keep the Said 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 Phase II Real Estate Project is not in any way damaged or jeopardized.

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

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

16.4 In addition to the aforesaid, the Allottee hereby agrees to observe and perform the stipulations, regulations and covenants (collectively **Covenants**), described in **Schedule G** below.

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 in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS:

The Owners, the Developer and the Vendor Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Phase II Real Estate Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act and save as expressly provided in this Agreement.

19. VENDOR PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Vendor Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment 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.

20. APARTMENT OWNERSHIP ACT:

The Vendor Promoter has assured the Allottee that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972, The Vendor Promoter showing compliance of various laws/ regulations as applicable in said Act.

21. BINDING EFFECT:

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

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/ plot/building, 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 ALLOTTEE/
SUBSEQUENT ALLOTTEE:**

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 Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

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

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 thereunder 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 to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments 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 completed only upon its execution by the Owners, the Developer and the Vendor Promoter through its authorized signatory at the Owners, the Developer and the Vendor 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 _____ . Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES:

That all notices to be served on the Vendor Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Vendor Promoter by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail.

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

31. JOINT ALLOTTEES:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled 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. To be read with point no 7.1:

The possession date, given by the Developer has been accepted by the Allottee. However, if the Said Apartment is made ready prior to the Completion Date, the Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequent pre-ponement of his/her/their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked *inter alia* to the progress of construction, and the same is not a time linked plan.

As and when the Said Apartment is ready for fit-out, the Developer, shall serve a notice on the Allottee (**Deemed Fit-Out Possession Notice**), calling upon the Allottee to carry out the inspection of the Said Apartment and provide the necessary drawings and designs to the Developer to obtain necessary approvals from the Architect for initiating the internal layout work within the Said Apartment at the cost of the Allottee. Before such delivery of deemed possession for fit-out, the Allottee shall pay to the concerned payees all amounts due and payable towards the Consideration to the Vendor Promoter and Extra Development Charges mentioned below and other charges to the Developer in full. Within **6 (six) months** from the Date of the Fit-Out Possession Notice (**Date Of Fit-Out Possession Notice**), the Developer shall be bound to complete snagging and internal layout work of the Said Apartment. If the Developer is not provided with any layout plans and the Cost of Layout within 3 (three) months from the date of Deemed Fit Out Possession, the Developer will complete the Internal Layout work as per sanctioned plan, the cost of which will be reimbursed by the Allottee, as per the terms of mentioned in Extra Development Charges mentioned below, on/or before taking possession

and/or registration of the Deed of Conveyance, whichever is earlier. It is clarified that the Date of Fit-Out Possession is different from the Date of Possession and the modalities ancillary thereto as described in below.

Subject to the provision mentioned in above para, on the Completion Date (which may include the period extended due to the Circumstances Of Force Majeure mentioned in Clause 7.1 above) and or the completion date mentioned in RERA, whichever is later, the Vendor Promoter shall serve a notice on the Allottee (Possession Notice) calling upon the Allottee to take exclusive physical possession of the Said Apartment from the Vendor Promoter. Within 15 (fifteen) days from the date of the Possession Notice (Date Of Possession Notice), the Allottee shall be bound to take over exclusive physical possession of the Said Apartment after fulfilling all obligations under this Agreement, including payment of all amounts due to the Vendor Promoter, failing which it shall be deemed that the Allottee has taken possession on the 16th day of the Date Of Possession Notice (date of actual or deemed exclusive physical possession, Date Of Possession). From the Date of Possession Notice, the Allottee shall become liable to pay all outgoings (such as Maintenance Charges and Rates & Taxes and such other charges as applicable), irrespective of whether or not the Allottee takes exclusive physical possession of the Said Apartment And Appurtenances. In case the deeming provision comes into force, the Allottee confirms that the Allottee shall not claim to be in physical possession of the Said Apartment And Appurtenances and the same shall be received by the Allottee only upon clearing all dues and performing all obligations.

It shall not be obligatory for the Developer to complete the Common Areas in all respect before service of the Possession Notice to the Allottee and the Said Apartment shall be deemed to have been completed in all respect if the same is constructed as per Sanctioned Plan whether (1) in bare shell condition or (2) as per the Specifications.

Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of the applicable laws, the Common Areas and all deposits relating thereto and/or the common area with in the MLCP and/or the land comprised in the Phase II Real Estate Project or any part thereof are required and to be transferred to the association of allottees, then the the Developer, , shall be entitled to do so and the Allottee shall do all acts, deeds and things and sign, execute and deliver all papers documents and power of attorney etc., as be required therefor and if any stamp duty, registration fee, legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the allottees of the Phase II Real Estate Project and Real Estate Project (including the Allottee herein) proportionately and the Vendor Promoter and the Developer and/or the Owners shall not be liable therefor in any manner whatsoever and the Allottee and the other allottees shall keep the Vendor Promoter and the Developer and the Owners fully indemnified with regard thereto.

The Allottee understands that the Parking Space (1) shall be allotted to the Allottee only after completion of construction of the Phase II - Real Estate Project over the Second Phase Land and if the Vendor Promoter finds it feasible, simultaneously with delivery of possession of the Said Apartment (2) if covered and for car, either on the Ground Level or on 1st (First) Level or 2nd (Second) Level or 3rd (Third) Level of the Second Phase Land and if open and for car, as be decided by the Vendor Promoter (3) may be independent (having direct access from driveway) or dependent (not having direct access from driveway) and (4) for two wheeler, if any, at any place in the Second Phase Land reserved for the parking of two wheelers only as be decided by the Vendor Promoter . It is clarified that (1) the right to park in the Parking Space is not being

agreed to be transferred on the basis of any fixed area, location, convenience or measurement and all decisions of the Vendor Promoter in this regard shall be final and binding on the Allottee and can only be used for parking of a medium sized motor car or two wheeler, as the case may be, of the Allottee and not for any other purposes and (2) the Allottee will have only right to park in the Parking Space. The Allottee hereby accepts each and every one of the above terms and conditions and shall not raise any dispute or objection with the regard thereto.

35. To be read with point no 10:

In this regard it is clarified that in addition to the Total Price, the Allottee shall make payment of legal fees of Advocates (**Legal Advisors**), who have drawn this Agreement and shall draw all further documents. The fee is Rs. _____/- (Rupees _____). 50% (fifty percent) of the fee shall be paid simultaneously herewith and the balance 50% (fifty percent) shall be paid on or before the date of registration of the conveyance deed. Stamp duty/registration fees shall be paid at actuals and in terms of the E-Assessment Slip obtained from the Government of West Bengal, Directorate of Registration & Stamp Revenue Department and fixed miscellaneous expenses of Rs. _____/- (Rupees _____) for each registration and all other fees and charges, if any, shall be borne by the Allottee and paid 15 (fifteen) days prior to the date of registration. The fee and costs shall be paid to the Vendor Promoter, who shall do all accounting with the Legal Advisors.

36. To be read with point no 12:

It is clarified that the Developer and the Vendor Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee and/or any other allottees in the Phase II Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee and/or any other allottee/person in the Phase II Real Estate Project and/or the Real Estate Project . The Allottee is aware that the Phase II Real Estate Project is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Phase II Real Estate Project at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Vendor Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee and/or the association of allottees shall have no claim(s) of whatsoever nature against the Vendor Promoter in this regard.

Schedule A-1

(Larger Property)

Land measuring 17 (seventeen) *bigah* 19 (nineteen) *cottah*, 4 (four) *chittak*, 32 (thirty-two) square feet, more or less, comprised in Municipal Premises No. 47 (previously 47,80, 53, 51A, 53A, 53B,54A, 67,67/1C), Canal Circular Road, Police Station Phoolbagan, Kolkata - 700054,

within KMC, Sub-Registration District Sealdah, District South 24 Parganas delineated in the Plan annexed hereto and marked as **Annexure "1"** and bordered in colour **Red** thereon and butted and bounded as follows:

On the North	:	East Coast Guard Residential Enclave
On the East	:	By Eastern Metropolitan Bypass Road
On the South	:	Partly by Canal Circular Road, Premises No. 58 & 51B Canal Circular Road
On the West	:	By Premises No. 67/1E, 67/1B & 57Canal Circular Road

Schedule A-3

(Second Phase Land)

Land measuring 10 (ten) *Bigha*, 15(fifteen) *Cottah*, 9 (nine) *Chittak*, 11 (eleven) square feet, more or less, comprised in Municipal Premises No. 47 (previously 53A,53B, 67, 67/1C), Canal Circular Road, Police Station Phoolbagan, Kolkata - 700054, within KMC, Sub-Registration District Sealdah, District South 24 Parganas delineated in the Plan annexed hereto and marked as **Annexure "1"** and bordered in colour **Green** thereon.

Schedule A-2
(First Phase Land)

Land measuring 7 (seven) *bigah* 3 (three) *cottah*, 11 (eleven) *chittak*, 22 (twenty-two) square feet, more or less, comprised in Municipal Premises No. 47 (previously 53, 51A, 80, 47), Canal Circular Road, Police Station Phoolbagan, Kolkata - 700054, within KMC, Sub-Registration District Sealdah, District South 24 Parganas delineated in the Plan annexed hereto and marked as **Annexure “1”** and bordered in colour **Blue** thereon.

Schedule B

Part I
(Said Apartment)

Said Apartment being, apartment no. _____, on the _____ (_____) floor, having RERA carpet area inclusive of balcony/open terrace admeasuring _____ (_____) square feet, corresponding to built-up area _____ (_____) square feet more or less, corresponding to saleable area admeasuring _____ (_____) square feet, comprised in Phase II Real Estate Project and named as **“Z Residences Phase II”**, constructed on the Second Phase Land, morefully described in Schedule A-3 above. The layout of Said Apartment is delineated on the **Plan** annexed hereto and bordered in color **Red** thereon.

Part II
(Parking Space)

Parking Space being, the right to park _____ nos. of car parking space marked as _____ admeasuring _____ square feet, on the covered space in any floors of the building from Ground to Third Level in the Phase II Real Estate Project to be allotted to the Allottee only after completion of construction over the Second Phase Land and if the Developer finds it feasible simultaneously with delivery of possession of the Said Apartment.

Part III
(Said Apartment And Appurtenances)

[Subject Matter of this Agreement]

The Said Apartment, being the Apartment described in **Part I** of the **Schedule B** above, along with land share beneath the Phase II Real Estate Project.

The right to park in the Parking Space, being the car Parking Space/s described in **Part II** of the **Schedule B** above, if any.

The Share In Common Areas, being undivided, impartible, proportionate and variable share and/or interest in the Common Areas described in the **Schedule E** below, as be attributable and appurtenant to the Said Apartment, subject to the terms and conditions of this Agreement.

SCHEDULE 'C'

The price (excluding Goods & Service Tax) for the Said Apartment based on the carpet area is **Rs. _____/-** (Rupees: _____) and the price of the Parking Space (if any) is **Rs. _____/-** (Rupees: _____) and part of the Extra Development Charges so far computed is **Rs. _____/-** (Rupees _____) and the Goods and Service Taxes is **Rs. _____/-** (Rupees _____) aggregating to **Rs. _____/-** (Rupees _____) ("**Total Price**").

(Payment Plan)

Part A

Schedule of Payments of Phase II-Real Estate Project

Sl.No.	Particulars	Percentage
1	On Booking	10%
2	After Registration of Agreement to sale - On Commencement of Piling	5%
3	On Completion of Foundation	5%
4	On or Before 04 TH Floor Slab Casting	10%
5	On or Before 8 th Floor Slab Casting	10%
6	On or Before 12 th Floor Slab Casting	10%
7	On or Before 16 th Floor Slab Casting	10%
8	On or Before 20 th Floor Slab Casting	10%
9	On or Before 24 th Floor Slab Casting	10%
12	On or Before 28 TH Floor Slab Casting	10%
14	On Offer of Deemed Possession (Fit-Out)	5%
15	On final handover	5%

TOTAL	100%
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Part B

(Extra Development Charges)

In addition to the **Total Price**, the Allottee shall also pay to the Developer, as and when demanded, the amounts mentioned in the table below (collectively **Extra Development Charges**), proportionately or wholly (as the case may be), plus GST and other Taxes, if any, thereon, towards:

<p>Special Amenities/Facilities: providing any special amenities/facilities in the Common Areas (save and except those described in the Schedule E below) and improved specifications of construction of the Said Apartment and/or the Second Phase Land over and above the specifications described in the Schedule D below (Specifications) the cost of which shall be payable by the Allottee to the Developer, at the time of Fit-Out Possession, as and when demanded by the Developer through a demand letter.</p>
<p>Electricity: charges for obtaining HT electricity supply from the supply agency, which is Rs. /- (Rupees _____ only) per square feet based on the Saleable area of the Said Apartment or on actuals, whichever is higher, payable to the Developer similarly charges for obtaining LT electricity supply from the supply agency shall be paid to the Developer on actual, on or before the date of deemed fit-out Possession and security deposit for electricity meter shall be paid directly by the Allottee to the supply agency for obtaining electricity meter for the Said Apartment.</p>
<p>Electricity Meter for Common Areas: security deposit and all other billed charges of the supply agency for providing electricity meter to the Common Areas, proportionately, payable to the Developer, on or before the date of Possession.</p>
<p>Generator: stand-by power supply to the Said Apartment/Flat from diesel generators, @ Rs.25,000/- (Rupees twenty five thousand) per 1 (one) KVA, or at actuals, payable to the</p>

<p>Developer, on or before the date of deemed fit-out Possession, Final KVA measurement shall be intimated to the Allottee by the Developer at the time of deemed Fit-Out Possession.</p>
<p>Betterment Fees: betterment or other levies that may be charged/imposed by any government authority or statutory body on the Second Phase Land or the Said Apartment And Appurtenances or its sale in terms hereof, proportionately, payable to the Developer, on or before the date of deemed fit-out Possession.</p>
<p>Maintenance Charges for Common Areas: the proposed monthly maintenance charge will be fixed prior to issuance of Possession Notice. Further, Common Area Maintenance (CAM) deposit @ Rs. 35/- (Rupees thirty five) per square feet on Carpet area of the Said Apartment shall be paid by the Allottee prior to the date of handover of possession of the Said Apartment.</p>
<p>Taxes: Any other tax and imposition levied by the State Government, Central Government or any other authority or body upon the Vendor Promoter/Developer from time to time, proportionately, if levied, as a whole on the Second Phase Land and wholly, if levied, specifically on the Said Apartment, payable to the Developer as and when demanded by the Vendor Promoter/Developer.</p>
<p>Sinking Fund: The Allottee shall pay to the Developer an amount of Rs. _____/- (Rupees Only) per square feet of the RERA Carpet of the Said Apartment as one time Deposit (Sinking Fund) for meeting substantial or emergency maintenance and restoration of the Common Areas and Specified Facilities, if any, on or before the date of possession or the conveyance, whichever is earlier and the balance of the Sinking Fund shall be transferred to the Bank A/c of the Association upon formation by the Developer.</p>
<p>Cost of Layout: The Allottee hereby agrees to pay such cost and charges pertaining to carry out the internal layout work and such ancillary work as may be required by the corporation for providing completion certificate. Such cost and charges shall include cost towards material, labour and other charges for carrying out such work. The Allottee/s shall pay within 7 (seven) days from the date of intimation made by the Developer for performing such work within the Said Apartment.</p>

Variable Refrigerant Volume (VRV) Air conditioning System: For providing and installing outdoor unit, indoor unit and cabling for VRV in the Said Apartment the Allottee need to pay Rs. _____/- (Rupees _____) per square feet, based on the RERA carpet area of Said Apartment.
Advance Maintenance Charges: This amount is payable against _____ (_____) months advance maintenance charges for the Said Apartment, to be adjusted with CAM bills to be raised at the rate as may be decided by the Vendor Promoter at the time of handover of possession.
Association Formation Charges: Rs. _____/- to be paid by the Allottee

SCHEDULE 'D'

Specifications

(Which Are Part Of the Bare Shell Apartment)

Structure:	RCC framed structure
Windows:	Fully glazed Powder Coated Aluminum/UPVC windows.
Electrical:	Provision for electrical point outside the Said Apartment.
Elevators:	High Speed Lifts minimum 2 meter per second and adequate service and stretcher lifts.

The Said Apartment is a bare shell apartment the internal layout of which will be done as per the design finalised by the Allottee at their own cost and shall not be treated as a part of specifications.

SCHEDULE 'E'

(Common Areas Of the Phase II Real Estate Project)

(Which Are Part Of the Real Estate Project)

- Entrance Lobby at the ground level
- Lift machine room(s) and lift well(s)
- Water supply pipeline in the (save those inside any Apartment)
- Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other Common Areas
- Intercom Network
- KMC water line
- Lift(s) and allied machineries
- Lobbies on all floors and staircase(s)
- Water reservoirs/tanks
- Electricity meter(s) for common installations and space for their installation
- Network of Cable TV/DTH
- Fire fighting system
- External walls
- Fire Refuge Platform

- Service rooms
- Common roof (demarcated for Complex Co-Owners)
- Shafts
- Rain water harvesting tank
- Driveways and walkways (demarcated for Complex Co-Owners)
- Landscaped areas
- Said Club
- Crystal Swimming pool with wooden deck
- Private Mini Theatre
- Poolside lounge
- Indoor games (TT. Table, billiards)
- Electrical & PHE ducts
- Manholes and pits
- Waste treatment plant
- Transformer and DG sets
- Drainage and sewage pipeline and STP
- Water-features, if any
- Banquet
- Uber Modern gymnasium
- SPA with Steam Sauna
- Open yoga lawn & Acupressure section
- Kids Activity room.

Note: (i) Usage of common area in Phase I Real Estate Project and Phase II Real Estate Project shall be done by the Allottees in the Real Estate Project only after the Association of the entire Z residences is formed after completion of the Phase II.

(ii) No price is separately paid for the common area in Phase I

SCHEDULE 'F'

(Real Estate Project Included Amenities)

(Being description of the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee on a non-exclusive basis along with allottee/s/occupants in the Real Estate Project)

Sl. No.	Real Estate Project Included Amenities
1.	Club
2.	Driveways, fire tender paths, walkways and landscaped green areas (other than what is retained by the Developer for the purpose of villa and bungalows)
3.	Central drainage & sewage pipeline and central water supply pipeline
5.	All other areas, facilities and amenities for common use and enjoyment of Said Complex
6	Land comprised in the Larger Property (pertaining to the said tower)

SCHEDULE 'G'

(Covenants)

The Allottee covenants with the Owners, the Developer and the Vendor Promoter (which expression includes the body of apartment owners of the Phase II Real Estate Project under the West Bengal Apartment Ownership Act, 1972 (“**Association**”), wherever applicable) and admit and accept that:

1. **Satisfaction of Allottee:** The Allottee is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Owners, the Developer and the Vendor Promoter, the sanctioned plans, all the background papers, the right of the Owners, the Developer and the Vendor Promoter to enter into this Agreement, the scheme of development described in this Agreement and the extent of the rights being granted in favour of the Allottee and the negative covenants mentioned in this Agreement and the Allottee hereby accept the same and shall not raise any objection with regard thereto.

2. **Allottee Aware of and Satisfied with Common Areas and Specifications:** The Allottee, upon full satisfaction and with complete knowledge of the Common Areas (described in Schedule E above) and Specifications (described in Schedule D above) and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with the Said Complex and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Said Complex and/or the Phase II Real Estate Project and/or the Real Estate Project **save and except** the Said Apartment And Appurtenances.

3. **Facility Manager:** The Developer and the Vendor Promoter shall hand over management and upkeep of all Common Areas to a professional facility management organization (**Facility Manager**). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day to day services with regard to the Common Areas of the Said Complex (2) the Facility Manager shall levy and collect the Common Expenses/Maintenance Charges (3) the Allottee shall be bound to pay the Common Expenses/Maintenance Charges to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Allottee and it shall be deemed that the Facility Manager is rendering the services to the Allottee for commercial considerations (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the Common Areas and no superior rights with regard to the Common Areas shall vest in the Facility

Manager **and(6)** the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the allottees of the Said Complex/ Real Estate Project .

4. Allottee to Mutate and Pay Rates & Taxes: The Allottee shall (1) pay the KMC Tax, surcharge, levies, cess etc. (collectively “**Rates & Taxes**”)(proportionately for the Said Complex and wholly for the Said Apartment And Appurtenances and until the Said Apartment And Appurtenances is separately mutated and assessed in favour of the Allottee, on the basis of the bills to be raised by the Owners, the Developer and the Vendor Promoter/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof **and (2)** have mutation completed at the earliest. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the bills of the Owners, the Developer and the Vendor Promoter /the Facility Manager or the Association (upon formation)/the Apex Body (upon formation).

5. Allottee to Pay Common Expenses/Maintenance Charges: The Allottee shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Owners, the Developer and the Vendor Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Owners, the Developer and the Vendor Promoter /the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).

6. Allottee to Pay Interest for Delay and/or Default: The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Owners, the Developer and the Vendor Promoter /the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Allottee shall pay interest @ the prevailing SBI Prime Lending Rate plus 2% (two percent) per annum, or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Owners, the Developer and the Vendor Promoter /the Facility Manager/the Association (upon formation), as the case may be. The Allottee also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Allottee and the Allottee shall be disallowed from using the Common Areas Of the Phase II Real Estate Project/ Real Estate Project Included Amenities.

7. Owners, Developer and Vendor Promoter’s Charge/Lien: The Developer and the Vendor Promoter shall have first charge and/or lien over the Said Apartment And Appurtenances for all amounts due and payable by the Allottee to the Developer and the Vendor Promoter **provided however** if the Said Apartment And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Owners, the Developer and the Vendor Promoter shall stand extinguished on the financial institution clearing all dues of the Owners, the Developer and the Vendor Promoter.

8. No Obstruction by Allottee to Further Construction: Subject to compliance with Section 14 of the Act, the Developer and the Vendor Promoter shall be entitled to construct further floors on and above the top roof of the Phase II Real Estate Project and/or make other constructions elsewhere on the Said Complex and/or Real Estate Project and the Allottee shall not obstruct

or object to the same notwithstanding any inconveniences that may be suffered by the Allottee due to and arising out of the said construction/developmental activity. The Allottee also admits and accepts that the Owners, the Developer and the Vendor Promoter and/or employees and/or agents and/or contractors of the Owners, the Developer and the Vendor Promoter shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Allottee shall not raise any objection in any manner whatsoever with regard thereto.

9. No Rights of or Obstruction by Allottee: All open areas in the Phase II Real Estate Project proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement and the Owners, the Developer and the Vendor Promoter shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.

10. **Consents from Allottee:** The Allottee hereby confirms and records that the Allottee has granted prior relevant consents in favour of the Owners/Vendor/Promoter/Developer, as required under the applicable provisions of the Act, in relation to the Said Apartment together with all appurtenances thereto forming part of the Phase II Real Estate Project.

11. Allottee to Participate in Formation of Association and Apex Body: The Allottee admits and accepts that the Allottee and other intending allottees of apartments in the Said Complex shall form the Association and the Allottee shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all building/s in the Other Residential Component for supervision of maintenance of the facilities common for occupants of the Said Complex (“**Apex Body**”). The Allottee shall bear and pay the proportionate expenses of the Association and the Apex Body and shall acquire and hold membership with voting rights and in this regard the Allottee shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Areas. Each apartment owner will be entitled to cast a vote irrespective of his/her/its size of Apartment. The Allottee further admits and accepts that the Allottee shall ensure and not object to the Association joining the Apex Body. Each Complex Co-Owner shall be entitled to cast a vote for the affairs of the Association. Notwithstanding the construction of the Real Estate Project in 2 phases, for better management of the Real Estate Project a single association shall be formed by the Allottees of Phase I real Estate Project and Phase II Real Estate Project.

11. Obligations of Allottee: The Allottee shall:

(a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Phase II Real Estate Project, the Real Estate Project and the Said Complex by the Owners, the Developer and the Vendor Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).

(b) **Observing Rules:** observe the rules framed from time to time by the Owners, the Developer and the Vendor Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Phase II Real Estate Project, the Real Estate Project and the Said Complex.

(c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Apartment And Appurtenances, wholly and the Common Areas, proportionately from the possession date.

(d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Owners, the Developer and the Vendor Promoter or to the other apartment owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Phase II Real Estate Project, and outside walls of the Phase II Real Estate Project **save** in the manner indicated by the Owners, the Developer and the Vendor Promoter/the Facility Manager/the Association (upon formation). The Owners, the Developer and the Vendor Promoter shall endeavor to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Allottee.

(e) **Residential Use:** use the Said Apartment for residential purpose only. Under no circumstances shall the Allottee uses or allows the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Owners, the Developer and the Vendor Promoter shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

(f) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the Phase II Real Estate Project and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment. In the event the Allottee makes any alterations/changes, the Allottee shall compensate the Owners, the Developer and the Vendor Promoter /the Association (upon formation) (as the case may be) as estimated by the Owners, the Developer and the Vendor Promoter/the Association (upon formation) for restoring it to its original state.

(g) **No Structural Alteration and Prohibited Installations:** not alter, modify or in any manner change the structure or any civil construction in the Said Apartment And Appurtenances or the Common Areas or the Phase II Real Estate Project . The Allottee shall not install any dish-antenna on the balcony and/or windows of the Phase II Real Estate Project and/or on any external part of Phase II Real Estate Project and/or the roof thereof. The Allottee shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Allottee shall install pipelines and ledge only at such places, as be specified and prescribed by the Owners, the Developer and the Vendor Promoter. Grills may only be installed by the Allottee on the inner side of the doors and windows of the Said Apartment. The Allottee shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Owners, the Developer and the Vendor Promoter, it being clearly understood by the Allottee that no out-door units of split air-conditioners will be installed on the external walls of the Phase II Real Estate Project and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Allottee shall install the out-door unit of the same either inside the Allottee's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Allottee shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Allottee accepts that

the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.

(h) **No Sub-Division:** not sub-divide the Said Apartment And Appurtenances and the Common Areas, under any circumstances.

(i) **No Changing Name:** not change/alter/modify the names of the Phase II Real Estate Project and the Said Complex from that mentioned in this Agreement.

(j) **Trade Mark Restriction:** not to use the name/mark *Z Residences* in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever **save and except** for the purpose of address of the Said Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Owners, the Developer and the Vendor Promoter and shall further be liable for prosecution for use of the mark *Z Residences*.

(k) **No Nuisance and Disturbance:** not use the Said Apartment or the Common Areas or the Said Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Phase II Real Estate Project and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.

(l) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.

(m) **No Obstruction to Owners, the Developer and the Vendor Promoter/Facility Manager /Association/ Apex Body:** not obstruct the Developer and the Vendor Promoter /the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in their acts relating to the Common Areas and not obstruct the Developer and the Vendor Promoter in constructing on other portions of the Said Complex/ Real Estate Project/Phase II Real Estate Project and selling or granting rights to any person on any part of the Said Complex/ Real Estate Project/Phase II Real Estate Project(excepting the Said Apartment and the Said Parking Space, if any).

(n) **No Obstruction of Common Areas:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Said Parking Space, if any.

(o) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Developer and the Vendor Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Areas.

(p) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas **save** at the places indicated therefor.

(q) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment and the Said Parking Space, if any or the Common Areas.

(r) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment and the Said Parking Space, if any.

(s) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Apartment/ Said Complex **save** at the place or places provided therefor **provided that** this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Apartment.

(t) **No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment **save** usual home appliances.

(u) **No Installing Generator:** not install or keep or run any generator in the Said Apartment and the Said Parking Space, if any.

(v) **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.

(w) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Apartment.

(x) **No Damage to Common Areas:** not damage the Common Areas in any manner and if such damage is caused by the Allottee and/or family members, invitees or servants of the Allottee, the Allottee shall compensate for the same.

(y) **No Hanging Clothes:** not hang or cause to be hung clothes from the balconies of the Said Apartment.

(z) **Fire Safety and Air Conditioning Equipment:** not object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being installed inside the Said Apartment and/or the Common Areas, as per statutory requirements. The Allottee hereby understands and accepts that as per the present statutory requirements/fire norms, the fire extinguisher pipe line/fire sprinklers cannot be concealed within any wall and/or ceiling of the Said Apartment and consequently all fire extinguisher pipe line/fire sprinklers installed in the Said Apartment shall always remain exposed and the Allottee shall not raise any objection in any manner whatsoever with regard thereto and further the Allottee hereby confirms that the Allottee shall not violate any terms of the statutory requirements/fire norms.

11.1 Notification Regarding Letting/Transfer: If the Allottee let outs or sells the Said Apartment And Appurtenances, the Allottee shall immediately notify the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) of the tenant's/ allottee/s address and telephone number. Further, prior to any sale and/or transfer of the Said Apartment And Appurtenances, the Allottee shall obtain a No Objection Certificate (**Maintenance NOC**) from the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), which shall only be issued to the Allottee after payment of all outstanding Common Expenses/Maintenance Charges, if any.

11.2 No Objection to Construction: Notwithstanding anything contained in this Agreement, the Allottee has accepted the scheme of the Owners, the Developer and the Vendor Promoter to construct/develop the Said Complex/ Real Estate Project in phases and to construct on other portions of the Phase II Real Estate Project and hence the Allottee has no objection to the

continuance of construction in the other portions of the Phase II Real Estate Project/the Said Complex, even after the date of possession notice. The Allottee shall not raise any objection to any inconvenience that may be suffered by the Allottee due to and arising out of the said construction/developmental activity.

11.3 No Right in Other Areas: Save and except as expressly mentioned in this Agreement, the Allottee shall not have any right in the other portions of the Phase II Real Estate Project/the Said Complex and the Allottee shall not raise any dispute or make any claim with regard to the Owners, the Developer and the Vendor Promoter either constructing or not constructing on the said other portions of the Phase II Real Estate Project/the Said Complex.

11.4 Roof Rights: A demarcated portion of the top roof of the Phase II Real Estate Project shall remain common to all owners of the Phase II Real Estate Project (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Phase II Real Estate Project shall belong to the Owners, the Developer and the Vendor Promoter with right of exclusive transfer and the Allottee specifically agrees not to do any act which prevent or hinder such transfer. Notwithstanding the demarcation of the top roof of the Phase II Real Estate Project as aforesaid, the Owners, the Developer and the Vendor Promoter shall always have the right of further construction on the entirety of the top roof and the Allottee specifically agrees not to do any act which prevent or hinder such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all owners of the Phase II Real Estate Project.

11.5 Hoardings: The Owners, the Developer and the Vendor Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Owners, the Developer and the Vendor Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Owners, the Developer and the Vendor Promoter may in its sole discretion deem fit on the Phase II Real Estate Project and on the façade, terrace, compound wall or other part of the buildings as may be developed from time to time. The Owners, the Developer and the Vendor Promoter shall also be entitled to place, select, decide hoarding/board sites. All electricity charges on account of the aforesaid installation of the Owners, the Developer and the Vendor Promoter's hoarding/boards/neon signs etc. shall form part of the common area electricity bills/costs and shall be paid by the Allottee, proportionately.

12. Said Club:

12.1 The Developer has decided to provide several amenities and facilities in a social and recreational club within the Said Complex (**Said Club**), intended for use and enjoyment of all allottees of the Real Estate Project and select outsiders as be determined by the Club Manager (defined below) at its sole discretion (collectively **Other Members**). It is clarified that (1) the decision of the Developer as to what amenities and facilities shall be included in the Said Club shall be final and binding on the Allottee (2) the Other Members shall be given membership of the Said Club, on such terms and conditions as be decided by the Club Manager (defined below) at its sole discretion and the Allottee hereby unconditionally accepts the proposed usage of the Said Club by the other allottees of the Real Estate Project/Other Members and shall not, under any circumstances, raise any objection or hindrance to the other allottees of the Real Estate Project/Other Members using all or part of the amenities and facilities provided in the Said Club and (3) the criteria for admission/membership of the Other Members in the Said

Club and the terms and conditions of their membership and rules and regulations governing their use of the Said Club and its facilities will be exclusively formulated by the Club Manager (defined below) before the Said Club is made operational.

12.2 Membership Obligation of Allottee: Membership of the Said Club being compulsory for all allottees of the Real Estate Project, the Allottee (which expression, in the context of the Said Club, means only 1 (one) person if the number of allottee/s under this Agreement is more than 1 (one), as be nominated *inter se* among the allottee/s) agrees to become a member of the Said Club, on the preliminary terms and conditions recorded in this Agreement. The Allottee understands and accepts that (**1**) detailed terms and conditions of membership and rules and regulations governing use of the Said Club and its facilities will be formulated by the Club Manager (defined below) in due course and circulated to members before the Said Club is made operational (**2**) all members (including the Allottee) will be required to abide by these terms and conditions and rules and regulations **and**(**3**) the acceptance by the Allottee of the club scheme shall be a condition precedent to completion of sale of the Said Apartment And Appurtenances in terms of this Agreement.

12.3 Membership Scheme of Said Club: The Allottee understands and accepts that (**1**) membership of the Said Club shall be open only to the allottees of the Real Estate Project/Said Complex and the Other Members (**2**) each apartment is entitled to 1 (one) membership, irrespective of the number of owners of such apartment (**3**) Save and except for the Other Members, membership is open only to individuals (i.e. no corporate membership) and if the Allottee is a body corporate, it will be required to nominate 1 (one) occupier of the Said Flat, who, for all purposes, shall be treated as the member of the Said Club (**4**) the Said Club can be used by the member and his/her immediate family i.e. spouse and dependent children below 21 (twenty one) years subject to a maximum of 4 (four) dependents (**5**) members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees (**6**) in the event of sale/transfer of the Said Apartment, the membership will stand terminated and the transferee shall be granted a new membership at the then applicable terms and as per the rules and regulations of the Said Club then in force **and** (**7**) if an Allottee lets out his/her apartment, he/she may request a temporary suspension of his/her usage right of the Said Club and permission for usage of the Said Club by the tenant under his/her membership; if such permission is granted, the tenant may use the Said Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by the Allottee.

12.4 Facilities of Said Club: Notwithstanding anything contained in this Agreement, the Allottee understands and accepts that the Owners, the Developer and the Vendor Promoter shall have the sole rights and discretions in planning the details and facilities of the Said Club and the same may also be varied at the sole discretion of the Owners, the Developer and the Vendor Promoter.

12.5 Commencement of Operation of Said Club: The Owners, the Developer and the Vendor Promoter reasonably expects that the Said Club shall be made operational after the entirety of the Phase II Real Estate Project is completed and made ready. The Allottee understands and accepts that the Completion Date of the Said Apartment has no connection and correlation with the Said Club becoming operational and the Allottee shall not raise any claim or objection in this regard.

12.6 Club Manager: The Allottee understands and accepts that the Said Club (at the sole discretion of the Developer) shall be managed and operated professionally through a club operation and management agency (**Club Manager**), to be exclusively engaged by the Developer, at its sole discretion. Notwithstanding formation of the Association and the Apex Body, the Club Manager shall at all times continue to look after the maintenance and running of the Said Club. The Allottee further understands and accepts that the Club Manager can only be changed and/or replaced at the sole discretion of the Owners, the Developer and the Vendor Promoter and the allottees of the Said Complex/Other Members shall have no right to replace the Club Manager.

12.7 Membership Fee, Security Deposit and Monthly Subscription: The Allottee understands and accepts that (1) the Allottee does not have to pay any membership fee for membership of the Said Club as the Total Price includes the membership fee but future transferees of the Allottee may have to pay separate amounts towards membership fee (2) the Allottee may have to pay a one-time interest free security deposit for use of credit facilities at the Said Club and (3) the Allottee will have to pay a fixed monthly subscription for membership of the Said Club, irrespective of whether the Allottee resides at the Said Apartment, which shall be determined at the time of opening of the Said Club, at the sole discretion of the Owners, the Developer and the Vendor Promoter and this shall be in addition to the Common Expenses/Maintenance Charges.

12.8 User Charge: The Allottee understands and accepts that (1) some facilities of the Said Club will be available for use free of charge by members while other facilities will be on a pay by use basis and (2) the rate, schedule etc. will be determined at the time of the opening of the Said Club, at the sole discretion of the Club Manager.

13. Nomination: The Allottee admits and accepts that before the execution and registration of conveyance deed of the Said Apartment And Appurtenances, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement on payment of ___% (___percent) of the market price prevailing at that time (to be determined by the Owners, the Developer and the Vendor Promoter) as nomination charge to the Owners, the Developer and the Vendor Promoter **subject to** the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement **and subject also to** the below mentioned conditions:

(a) The Allottee shall make payment of all dues of the Owners, the Developer and the Vendor Promoter in terms of this Agreement, up to the time of nomination.

(b) The Allottee shall obtain prior written permission of the Developer and the Vendor Promoter and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Owners, the Developer and the Vendor Promoter.

(c) The Allottee shall pay an additional legal fee of Rs.10,000/- (Rupees ten thousand) to the Developer and the Vendor Promoter's legal advisors towards the tripartite Nomination Agreement and shall further pay to the Owners, the Developer and the Vendor Promoter a sum equivalent to 3 (three) months of Common Area Maintenance (CAM) charges in advance prior to the nomination.

(d) Subject to the approval and acceptance of the Owners, the Developer and the Vendor Promoter **and subject to** the above conditions, the Allottee shall be entitled to nominate, assign

and/or transfer the Allottee's right, title, interest and obligations under this Agreement to parent, spouse and children without payment of the aforesaid transfer charge.

SCHEDULE 'H'

(Common Expenses)

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Second Phase Land, the Second Phase Land, the road network, STP etc.
3. **Association:** Establishment and all other capital and operational expenses of the Association.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas as described in Schedule E herein in respect of the Second Phase Land [including the exterior or interior (but not inside any Apartment) walls] and the road network, STP etc.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas, including lifts, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas and the road network.
7. **Rates and Taxes:** Municipal Tax, Land Revenue Surcharge, Water Tax and other levies for the Second Phase Land **save** those separately assessed on the Allottee.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
9. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.

SCHEDULE 'I'

(Devolution of Title)

A. Ownership of First Phase Land:

1. **Premises No. 51A**

- a. **Ownership of Santosh Kumar Bose:** By virtue of a Deed of Conveyance dated 10th February, 1940 registered in Book No. I, Volume No. 24, Pages from 50 to 56, being Deed No. 32 for the year 1940, one Santosh Kumar Bose was the sole and absolute owner of the land admeasuring 3 (three) *bigha* 6 (six) *cottah* 0 (zero) *chittack* and 25(twenty-five) square feet, more or less, forming entirety of Municipal Premises No. 51A, Canal Circular Road, Kolkata – 700054 (**Santosh Kumar's Property**).
- b. **Demise of Santosh Kumar Bose:** The said Santosh Kumar Bose, a hindu male governed by the *Dayabhaga* School of Hindu Law, died intestate leaving behind surviving his widow namely, Tarubala Bose and his mother Prabhabati Bose as his legal heiress who became jointly entitled to Santosh Kumar's Property, each having undivided 1/2nd (one half) share in Santosh Kumar's Property.
- c. **Gift by Tarubala Bose:** By a Deed of Gift dated 29th July, 1959 registered in the Office of the Sub-Registrar, Sealdah and recorded in Book No. I, Volume No. 36, Pages from 245 to 248, being Deed No. 1775 for the year 1959 (**Said Gift Deed**), the said Tarubala Bose gifted a piece and parcel of land admeasuring 5 (five) *cottah* out of her undivided 1/2nd (one half) share in Santosh Kumar's Property, in favour of one Radharani Chakraborty.
- d. **Demise of Radharani Chakraborty:** The said Radharani Chakraborty, a hindu female governed by the *Dayabhaga* School of Hindu Law, died intestate on 3rd January, 1961, leaving behind surviving her 3 (three) sons namely, (1) Chittaranjan Chakraborty, (2) Satyaranjan Chakraborty and (3) Kajal Chakraborty (collectively, **Chittaranjan & Ors.**) as her legal heirs who became entitled to her property being the land admeasuring 5 (five) *cottah* contained in Municipal Premises No. 51A, Canal Circular Road, Kolkata – 700054.
- e. **Sale by Chittaranjan & Ors.:** By a Deed of Conveyance dated 26th June, 1972 registered in the Office of the Sub-Registrar, Sealdah and recorded in Book No. I, Volume No. 23, Pages from 291 to 296, being Deed No. 910 for the year 1972, the said Chittaranjan & Ors. sold, transferred and conveyed their property being the land admeasuring 5 (five) *cottah* in Municipal Premises No. 51A, Canal Circular Road, Kolkata – 700054 to (1) Satyacharan Mondal, (2) Shripati Charan Mondal, (3) Balaram Mondal, (4) Nemai Chandra Mondal and as all partners/co-owners of West Bengal Rubber Works.
- f. **Sale by Tarubala Bose:** By a Deed of Conveyance dated 30th January, 1971 registered in the Office of the Sub-Registrar, Sealdah and recorded in Book No. I, Volume No. 5, Pages from 244 to 249, being Deed No. 186 for the year 1971, the said Tarubala Bose and her adopted daughter namely, Amala Bose, sold, transferred and conveyed the balance portion of her undivided 1/2nd (one half) share in Santosh Kumar's Property to (1) Satyacharan Mondal, (2) Shripati Charan Mondal, (3) Balaram Mondal and (4) Nemai Chandra Mondal.

- g. **Ownership of Satyacharan Mondal & Ors.:** In the above mentioned manner, the said (1) Satyacharan Mondal, (2) Shripati Charan Mondal, (3) Balaram Mondal, (4) Nemai Chandra Mondal, all partners/co-owners of West Bengal Rubber Works, became joint owners of the undivided $1/2^{\text{nd}}$ (one half) share in Santosh Kumar's Property being the land admeasuring 1 (one) bigha 9 (nine) cottah 12 (twelve) chittack 35 (thirty five) square feet in Municipal Premises No. 51A, Canal Circular Road, Kolkata – 700054.
- h. **Dissolution of West Bengal Rubber Works:** The said business in name of West Bengal Rubber Works was dissolved by the mutual consent of all the partners/co-owners and/or their legal heirs and all the assets of the said business was mutually distributed amongst the partners/co-owners, each having undivided $1/4^{\text{th}}$ (one fourth) share in of the undivided $1/2^{\text{nd}}$ (one half) share in Santosh Kumar's Property being the land admeasuring 1 (one) bigha 9 (nine) cottah 12 (twelve) chittack 35 (thirty five) square feet in Municipal Premises No. 51A, Canal Circular Road, Kolkata – 700054.
- i. **Demise of Satyacharan Mondal:** On or about 02.01.1980, the said Satyacharan Mondal, a hindu male governed by the *Dayabhaga* School of Hindu Law, died intestate leaving behind surviving his widow namely, Sarala Mondal and his 6 (six) sons namely 1) Niranjan Mondal, (2) Monorajan Mondal, (3) Arun Kumar Mondal, (4) Uday Kumar Mondal, (5) Tapan Kumar Mondal, (6) Swapan Kumar Mondal and 5 (five) daughters namely (1) Bimala Dhawa, (2) Pramila Roy, (3) Gita Roy, (4) Niva Halder, (5) Sikha Chandra as his only legal heirs and heiress who thus, jointly became the owner of $1/4^{\text{th}}$ (one fourth) share of Satyacharan Mondal in Santosh Kumar's Property, each having undivided $1/48^{\text{th}}$ (one forty-eighth) share in Santosh Kumar's Property.
- j. **Demise of Shripati Charan Mondal:** On or about 30.01.1990, the said Shripati Charan Mondal, a hindu male governed by the *Dayabhaga* School of Hindu Law, died intestate leaving behind surviving his widow namely, Sabita Mondal alias Sabita Rani Mondal and his 4 (four) sons namely (1) Anjan Mondal, (2) Deepak Mondal, (3) Tapas Mondal, (4) Tarun Mondal, and 2 (two) daughters namely (1) Bharati Halder and (2) Arati Bera as his only legal heirs and heiress who thus, jointly became the owner of $1/4^{\text{th}}$ (one fourth) share of Shripati Charan Mondal in Santosh Kumar's Property, each having undivided $1/28^{\text{th}}$ (one twenty-eighth) share in Santosh Kumar's Property.
- k. **Demise of Balaram Mondal:** On or about 13.06.1978, the said Balaram Mondal, a hindu male governed by the *Dayabhaga* School of Hindu Law, died intestate leaving behind surviving his widow namely, Anita Mondal and his 2 (two) sons namely (1) Debabrata Mondal, (2) Subrata Mondal, and 2 (two) daughters namely (1) Sanghamitra Dinda and (2) Papri Bose as his only legal heirs and heiress who thus, jointly became the owner of $1/4^{\text{th}}$ (one fourth) share of Balaram Mondal in Santosh Kumar's Property, each having undivided $1/20^{\text{th}}$ (one twenty) share in Santosh Kumar's Property.

- l. **Demise of Anita Mondal:** On or about 12.07.1986, the said Anita Mondal, a hindu female governed by the *Dayabhaga* School of Hindu Law, died intestate leaving behind surviving her 2 (two) sons namely (1) Debabrata Mondal, (2) Subrata Mondal, and 2 (two) daughters namely (1) Sanghamitra Dinda and (2) Papri Bose as her only legal heirs and heiress who thus, jointly became the owner of 1/20th (one twentyth) share of Anita Mondal in Santosh Kumar's Property, each having undivided 1/80th (one eightyth) share in Santosh Kumar's Property.

- m. **Demise of Manoranjan Mondal:** On or about 07.01.2002, the said Manoranjan Mondal, a hindu male governed by the *Dayabhaga* School of Hindu Law, died intestate leaving behind surviving his widow namely, Sandhya Mondal and only daughter namely Nilanjana Mondal as his only legal heiress who thus, jointly became the owner of 1/48th (one forty eighth) share of Balaram Mondal in Santosh Kumar's Property, each having undivided 1/96th (one ninety sixth) share in Santosh Kumar's Property.

- n. **Ownership of Mondal Family:** In the above mentioned circumstances the said (1) Nemaï Chandra Mondal (2) Sarala Mondal (3) Niranjan Mondal, (4) Arun Kumar Mondal, (5) Uday Kumar Mondal, (6) Tapan Kumar Mondal, (7) Swapan Kumar Mondal (8) Bimala Dhawa, (9) Pramila Roy, (10) Gita Roy, (11) Niva Halder, (12) Sikha Chandra, Sabita Mondal alias Sabita Rani Mondal (13) Anjan Mondal, (14) Deepak Mondal, (15) Tapas Mondal, (16) Tarun Mondal, (17) Bharati Halder and (18) Arati Bera, (19) Debabrata Mondal (20) Subrata Mondal, (21) Sanghamitra Dinda, (22) Papri Bose (23) Sandhya Mondal, (24) Nilanjana Mondal became joint owners of the undivided 1/2nd (one half) share in Santosh Kumar's Property being the land admeasuring 1 (one) bigha 9 (nine) cottah 12 (twelve) chittack 35 (thirty five) square feet in Municipal Premises No. 51A, Canal Circular Road, Kolkata – 700054.

- o. **First Sale to UDPL & Anr.:** By virtue of a Deed of Conveyance dated 14th November, 2006, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1, at Pages 1 to 33, being Deed No. 912 for the year 2007, the Owners of the First Part sold, transferred and conveyed the undivided 1/4th (one fourth) portion from their undivided 1/2nd (one half) share in Santosh Kumar's Property i.e. the land admeasuring 7 (seven) cottah 7 (seven) chittack 9 (nine) square feet in Municipal Premises No. 51A, Canal Circular Road, Kolkata – 700054, to Utsav Management Services Private Limited (presently Utsav Developers Private Limited) and Prabhakar Singh, who became the joint owners, each having undivided 1/2nd (one half) share in the conveyed property.

- p. **Second Sale to Laxmi & Anr.:** By virtue of a Deed of Conveyance dated 14th November, 2006, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1, at Pages 1 to 32, being Deed No. 916 for the year 2007, the Owners of the First Part sold, transferred and conveyed the undivided 1/4th (one fourth) portion from their undivided 1/2nd (one half) share in Santosh Kumar's Property i.e. the land admeasuring 7 (seven) cottah 7 (seven) chittack 9 (nine) square feet in Municipal

Premises No. 51A, Canal Circular Road, Kolkata – 700054, to Laxmi Realtors Private Limited (now known as Eden Reality Ventures Private Limited) and Ashok Mishra, who became the joint owners, each having undivided 1/2nd (one half) share in the conveyed property.

- q. **Third Sale to Niranjan Rai & Anr.:** By virtue of a Deed of Conveyance dated 14th November, 2006, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1, at Pages 1 to 32, being Deed No. 894 for the year 2007, the Owners of the First Part sold, transferred and conveyed the undivided 1/4th (one fourth) portion from their undivided 1/2nd (one half) share in Santosh Kumar's Property i.e. the land admeasuring 7 (seven) cottah 7 (seven) chittack 9 (nine) square feet in Municipal Premises No. 51A, Canal Circular Road, Kolkata – 700054, to Niranjan Rai and Ritesh Kumar Rai, who became the joint owners, each having undivided 1/2nd (one half) share in the conveyed property.
- r. **Fourth Sale to Silpi Saha & Anr.:** By virtue of a Deed of Conveyance dated 14th November, 2006, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1, at Pages 1 to 32, being Deed No. 875 for the year 2007, the Owners of the First Part sold, transferred and conveyed the undivided 1/4th (one fourth) portion from their undivided 1/2nd (one half) share in Santosh Kumar's Property i.e. the land admeasuring 7 (seven) cottah 7 (seven) chittack 9 (nine) square feet in Municipal Premises No. 51A, Canal Circular Road, Kolkata – 700054, to Silpi Saha and Akshay Parashar, who became the joint owners, each having undivided 1/2nd (one half) share in the conveyed property.
- s. **Ownership of Prabhavati Bose:** After the demise of Late Santosh Kumar Bose, his mother Prabhavati Bose became the owner of undivided ½ (one half) share of Santosh Kumar's Property.
- t. **Sale by Prabhavati Bose:** By a Deed of Conveyance dated 12th July, 1963, registered in the Office of the Sub-Registrar, Sealdah and recorded in Book No. I, Volume No. 43, Pages from 13 to 19, being Deed No. 1685 for the year 1963, the said Prabhavati Bose sold, transferred and conveyed her undivided 1/2nd (one half) share in Santosh Kumar's Property to (1) Shripati Charan Mondal, (2) Balaram Mondal and (3) Nemai Chandra Mondal.
- u. **Legal heirs of Mondal Family:** The said (1) Shripati Charan Mondal and (2) Balaram Mondal, died intestate leaving behind surviving their legal heirs and heiresses namely, (1) Sabita Mondal *alias* Sabita Rani Mondal, (2) Anjan Mondal, (3) Deepak Mondal, (4) Tapas Mondal, (5) Tarun Mondal, (6) Bharati Halder and (7) Arati Bera (collectively Legal heirs of Shripati Charan Mondal) and (1) Anita Mondal, (2) Debabrata Mondal, (3) Subrata Mondal, (4) Sanghamitra Dinda and (5) Papri Bose, (collectively **Legal heirs of Balaram Mondal**). The Legal heirs of Shripati Charan Mondal, the Legal heirs of Balaram Mondal and Nemai Chandra Mondal became joint owners of the balance portion of Santosh Kumar's Property being the undivided 1/2nd (one half) share in Santosh Kumar's Property.

- v. **First sale to UDPL & Ors.:** By virtue of a Deed of Conveyance dated 14th November, 2006, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1, at Pages 1 to 28, being Deed No. 857 for the year 2007, the Owners therein ~~Legal heirs of Balaram Mondal~~ sold, transferred and conveyed an undivided 1/4th (one fourth) portion from their undivided 1/2nd (one half) share in Santosh Kumar's Property i.e. the land admeasuring 7 (seven) cottah 7 (seven) chittack 9 (nine) square feet in Municipal Premises No. 51A, Canal Circular Road, Kolkata – 700054, to Utsav Management Services Private Limited (presently Utsav Developers Private Limited) (**UDPL**), Sailesh Sukla and Pankaj Kumar, who became the joint owners, each having undivided 1/3rd (one third) share in the conveyed property.
- w. **Second sale to Arvind Das & Anr.:** By virtue of a Deed of Conveyance dated 14th November, 2006, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1, at Pages 1 to 28, being Deed No. 872 for the year 2007, the Owners therein sold, transferred and conveyed an undivided 1/4th (one fourth) portion from their undivided 1/2nd (one half) share in Santosh Kumar's Property i.e. the land admeasuring 7 (seven) cottah 7 (seven) chittack 9 (nine) square feet in Municipal Premises No. 51A, Canal Circular Road, Kolkata – 700054, to Arvind Das and Binay Kumar Singh, who became the joint owners, each having undivided 1/2 (one half) share in the conveyed property.
- x. **Third sale to Laxmi & Anr.:** By virtue of a Deed of Conveyance dated 14th November, 2006, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1, at Pages 1 to 27, being Deed No. 854 for the year 2007, the Owners therein ~~the Owners of the Second Part~~ sold, transferred and conveyed an undivided 1/4th (one fourth) portion from their undivided 1/2nd (one half) share in Santosh Kumar's Property i.e. the land admeasuring 7 (seven) cottah 7 (seven) chittack 9 (nine) square feet in Municipal Premises No. 51A, Canal Circular Road, Kolkata – 700054, to Laxmi Realtors Private Limited (now known as Eden Reality Ventures Private Limited) and Niranjana Rai, who became the joint owners, each having undivided 1/2 (one half) share in the conveyed property.
- y. **Fourth Sale to Silpi Saha & Anr.:** By virtue of a Deed of Conveyance dated 14th November, 2006, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1, at Pages 1 to 27, being Deed No. 852 for the year 2007, the Owners therein sold, transferred and conveyed an undivided 1/4th (one fourth) portion from their undivided 1/2nd (one half) share in Santosh Kumar's Property i.e. the land admeasuring 7 (seven) cottah 7 (seven) chittack 9 (nine) square feet in Municipal Premises No. 51A, Canal Circular Road, Kolkata – 700054, to Silpi Saha and Prabhakar Singh, who became the joint owners, each having undivided 1/2 (one half) share in the conveyed property.

- z. **Ownership of Santosh Kumar's Property:** In the above manner, Utsav Management Services Private Limited (presently Utsav Developers Private Limited), Sailesh Sukla, Pankaj Kumar, Silpi Saha, Prabhakar Singh, Laxmi Realtors Private Limited (now known as Eden Reality Ventures Private Limited), Niranjan Rai, Arvind Das, Binay Kumar Singh, Akshay Parashar, Ashok Mishra and Ritesh Kumar Rai became the joint and absolute owners of the entirety of Santosh Kumar's Property.

2. Premises No. 47

- a. **Ownership of Nani Gopal & Ors.:** Nani Gopal Dhar, Gosto Behari Dhar, Lal Behari Dhar, Sajal Behari Dhar, Bipin Behari Dhar, Prasadhoni Dasi, Bijon Behari Dhar and Sarba Sundari Dhar were the joint and absolute owner of the land admeasuring 2 (two) *bigha* 17 (seventeen) *cottah* 2 (two) *chittack*, more or less, forming entirety of Municipal Premises No. 47, Canal Circular Road, Kolkata – 700054 (**Nani Gopal & Ors.' Property**)
- b. **Title Suit:** Nani Gopal Dhar against Gosto Behari Dhar & Ors. filed a partition suit bearing T.S. No. 3413 of 1954, in the Hon'ble High Court of Calcutta. The Court ordered that **Nani Gopal & Ors.' Property** will be sold off through the receiver appointed by the High Court.
- c. **Ownership of Santu Shaw:** Pursuant to the above partition suit and by an Order dated 13th March, 1956, passed by Hon'ble High Court, Nani Gopal & Ors. sold their respective shares in the said Premises No. 47 to Santu Shaw by a Deed of Conveyance dated 18th February, 1957, registered in the Office of Sub-Registrar, Sealdah, recorded in Book No. I, Pages 191 to 198, being Deed No. 415 for the year 1957.
- d. **Demise of Santu Shaw:** On or about 16th November, 1981, Santu Shaw, a hindu male governed by the *Mitakshara* School of Hindu Law, died intestate leaving behind him, his wife Saraswati Shaw and 5 (five) sons namely Jagannath Shaw, Bhola Nath Shaw, Kishori Mohan Shaw, Dulal Shaw and Gopal Shaw and 3 (three) daughters Dhanumati Gupta, Manju Majumder, Gauri Shaw.
- e. **Demise of Jagannath Shaw:** On or about 26th January, 1996, Jagannath Shaw a hindu male governed by the *Mitakshara* School of Hindu Law, died intestate leaving behind him, his wife Santi Rani Shaw and 2 (two) sons namely Narayan Shaw and Shankar Shaw and only daughter Gita Rani Shaw.
- f. **Demise of Saraswati Shaw:** On or about 7th December, 1998, Saraswati Shaw a hindu female governed by the *Mitakshara* School of Hindu Law, died intestate leaving behind her children namely Bhola Nath Shaw, Kishori Mohan Shaw, Dulal Shaw and Gopal Shaw, Dhanumati Gupta, Manju Majumder, Gauri Shaw, Narayan Shaw and Shankar Shaw, Gita Rani Shaw.
- g. **Sale by Bhola Nath:** By an Indenture of Sale dated 30th August, 2004, registered in the Office of the Additional District Sub-Registrar, Sealdah, recorded in Book No. I, Volume No. 29, at Pages 280 to 291, being Deed No. 654 for the year 2007,

Bhola Nath Shaw sold and transferred his undivided 1/8th share in Santu's Property to Laxmi Realtors Private Limited (now known as Eden Reality Ventures Private Limited).

- h. **Sale by Kishori:** By a Deed of Conveyance dated 20th October, 2006, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1, at Pages 1 to 30, being Deed No. 834 for the year 2007, Kishori mohan Shaw sold and transferred his undivided 1/8th share in Santu's Property to Laxmi Realtors Private Limited (now known as Eden Reality Ventures Private Limited), Utsav Management Services Private Limited (presently Utsav Developers Private Limited), Niranjana Rai, Silpi Saha, Ashok Mishra, Arvind Das, Prabhakar Singh, Ritesh Kumar Rai, Akshay Parashar, Binay Kumar Singh, Sailesh Sukla, Pankaj Kumar.
- i. **Sale by Dulal Shaw & Ors.:** By a Deed of Conveyance dated 24th November, 2004, registered in the Office of the Additional District Sub-Registrar, Sealdah, recorded in Book No. I, Volume No. 29, at Pages 292 to 315, being Deed No. 655 for the year 2007, Dulal Shaw, Shankar Shaw, Narayan Shaw, Shanti Shaw, Geeta Rani Shaw, Gopal Shaw, Dhanomuni Shaw, Manju Majumdar, Gauri Rani Shaw sold and transferred their respective share in Santu's Property to Laxmi Realtors Private Limited (now known as Eden Reality Ventures Private Limited).

3. Premises No. 80

- a. **Ownership of Satya Charan Nag:** Satya Charan Nag was the sole and absolute owner of the Municipal Premises No. 80, Canal Circular Road, Kolkata – 700054 (**Nag's Property**).
- b. **Demise of Satya Charan Nag:** Satya Charan Nag, a hindu male governed by the *Dayabhaga* School of Hindu Law, died intestate leaving behind him, his wife Nanda Rani Nag as his only legal heiress.
- c. **Sale by Nanda Rani Nag:** By virtue of Deed of Conveyance dated 28th April, 1973 registered in the Office of the Sub-Registrar, Sealdah, recorded in Book No. I, Volume No. 27, Pages from 164 to 167, being Deed No. 741 for the year 1973, Nanda Rani Nag sold the entirety of Nag's Property to Santu Shaw.
- d. **Demise of Santu Shaw:** On or about 16th November, 1981, Santu Shaw, a hindu male governed by the *Mitakshara* School of Hindu Law, died intestate leaving behind him, his wife Saraswati Shaw and 5 (five) sons namely Jagannath Shaw, Bhola Nath Shaw, Kishori Mohan Shaw, Dulal Shaw and Gopal Shaw and 3 (three) daughters Dhanumati Gupta, Manju Majumder, Gauri Shaw.
- e. **Demise of Jagannath Shaw:** On or about 26th January, 1996, Jagannath Shaw a hindu male governed by the *Mitakshara* School of Hindu Law, died intestate leaving behind him, his wife Santi Rani Shaw and 2 (two) sons namely Narayan Shaw and Shankar Shaw and only daughter Gita Rani Shaw.

- f. **Demise of Saraswati Shaw:** On or about 7th December, 1998, Saraswati Shaw a hindu female governed by the *Mitakshara* School of Hindu Law, died intestate leaving behind her children namely Bhola Nath Shaw, Kishori Mohan Shaw, Dulal Shaw and Gopal Shaw, Dhanumati Gupta, Manju Majumder, Gauri Shaw, Narayan Shaw and Shankar Shaw, Gita Rani Shaw.
- g. **Sale by Bhola Nath:** By an Indenture of Sale dated 30th August, 2004, registered in the Office of the Additional District Sub-Registrar, Sealdah, recorded in Book No. I, Volume No. 29, at Pages 280 to 291, being Deed No. 654 for the year 2007, Bhola Nath Shaw sold and transferred his undivided 1/8th share in Nag's Property to Laxmi Realtors Private Limited (now known as Eden Reality Ventures Private Limited).
- h. **Sale by Kishori:** By a Deed of Conveyance dated 20th October, 2006, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1, at Pages 1 to 30, being Deed No. 834 for the year 2007, Kishori mohan Shaw sold and transferred his undivided 1/8th share in Nag's Property to Laxmi Realtors Private Limited (now known as Eden Reality Ventures Private Limited), Utsav Management Services Private Limited (presently Utsav Developers Private Limited), Niranjana Rai, Silpi Saha, Ashok Mishra, Arvind Das, Prabhakar Singh, Ritesh Kumar Rai, Akshay Parashar, Binay Kumar Singh, Sailesh Sukla, Pankaj Kumar.
- i. **Sale by Dulal Shaw & Ors.:** By a Deed of Conveyance dated 24th November, 2004, registered in the Office of the Additional District Sub-Registrar, Sealdah, recorded in Book No. I, Volume No. 29, at Pages 292 to 315, being Deed No. 655 for the year 2007, Dulal Shaw, Shankar Shaw, Narayan Shaw, Shanti Shaw, Geeta Rani Shaw, Gopal Shaw, Dhanomuni Shaw, Manju Majumdar, Gauri Rani Shaw sold and transferred their respective share in Santu's Property to Laxmi Realtors Private Limited (now known as Eden Reality Ventures Private Limited).

4. Premises No. 53

- a. **Ownership of Kalipada Mondal:** By Deed of Conveyance dated 20th June, 1941, registered in the Office of the Sub-Registrar, Sealdah, recorded in Book No. I, Volume No. 34, Pages from 62 to 68, being deed no. 1356 for the year 1941, one Kalipada Mondal became sole and absolute owner of land admeasuring 4 (four) bigha 5 (five) *cottah* 2 (two) *chittack* and 30 (thirty) square feet, more or less in Municipal Premises No. 53, Canal Circular Road, Kolkata – 700054 (**Kalipada's Property**).
- b. **Demise of Kalipada Mondal:** The said Kalipada Mondal, a hindu male governed by the *Dayabhaga* School of Hindu Law, died intestate on 10th December, 1970, leaving behind surviving his widow namely, Pannamoyee Mondal, his 5 (five) sons namely, (1) Satya Charan Mondal, (2) Bhupati Charan Mondal, (3) Sripati Charan Mondal, (4) Balaram Mondal, (5) Nemai Chandra Mondal and his 4 (four) daughters namely, (1) Sailbala Mondal, (2) Radharani Sarkar, (3) Jogmaya Mondal and (4) Leena Maity as his legal heirs and heiresses who became jointly entitled to Kalipada's Property.

- c. **Demise of Bhupati Charan Mondal:** The said Bhupati Charan Mondal, a hindu male governed by the *Dayabhaga* School of Hindu Law, died intestate on 23rd January, 1971, leaving behind surviving his legal heirs namely, (1) Monmona Rani Mondal, (2) Partha Sarathi Mondal, (3) Sujit Kumar Mondal, (4) Sanjay Kumar Mondal, (5) Goutam Kumar Mondal, (6) Karunamoyee Dolui and (7) Kaberi Kar (collectively **Partha Sarathi Mondal & Ors.**) who became jointly entitled to his undivided 1/9th (one ninth) share in Kalipada's Property.
- d. **Demise of Pannamoyee Mondal:** The said Pannamoyee Mondal, a hindu female governed by the *Dayabhaga* School of Hindu Law, died intestate on 17th November, 1972, leaving behind surviving her 5 (five) sons namely, (1) Satya Charan Mondal, (2) Bhupati Charan Mondal, (3) Sripati Charan Mondal, (4) Balaram Mondal, (5) Nemaï Chandra Mondal and his 4 (four) daughters namely, (1) Sailbala Mondal, (2) Radharani Sarkar, (3) Jogmaya Mondal and (4) Leena Maity as his legal heirs and heiresses (collectively **Satya Charan & Ors.**) who became jointly entitled to her undivided share in Kalipada's Property.
- e. **Demise of Satya Charan Mondal:** The said Satya Charan Mondal, a hindu male governed by the *Dayabhaga* School of Hindu Law, died intestate on 2nd January, 1980, leaving behind surviving his widow namely, Sarala Mondal and his 6 (six) sons namely, (1) Nirranjan Mondal, (2) Monorranjan Mondal, (3) Arun Kumar Mondal, (4) Uday Kumar Mondal, (5) Tapan Kumar Mondal, (6) Swapan Kumar Mondal and his 5 (five) daughters namely, (1) Bimala Dhawa, (2) Pramila Roy, (3) Gita Roy, (4) Niva Halder and (5) Sikha Chandra as his legal heirs who became jointly entitled to his undivided 1/9th (one ninth) share in Kalipada's Property.
- f. **Demise of Sarala Mondal:** The said Sarala Mondal, a hindu female governed by the *Dayabhaga* School of Hindu Law, died intestate on 7th May, 1998, leaving behind surviving her legal heirs namely, (1) Nirranjan Mondal, (2) Monorranjan Mondal, (3) Arun Kumar Mondal, (4) Uday Kumar Mondal, (5) Tapan Kumar Mondal, (6) Swapan Kumar Mondal, (7) Bimala Dhawa, (8) Pramila Roy, (9) Gita Roy, (10) Niva Halder and (11) Sikha Chandra (collectively **Nirranjan & Ors.**) who became jointly entitled to her undivided 1/12th (one twelfth) share out of the undivided 1/9th (one ninth) share in Kalipada's Property.
- g. **Demise of Shripati Charan Mondal:** The said Shripati Charan Mondal, a hindu male governed by the *Dayabhaga* School of Hindu Law, died intestate on 30th January, 1990, leaving behind surviving his legal heirs namely, (1) Sabita Mondal *alias* Sabita Rani Mondal, (2) Anjan Mondal, (3) Deepak Mondal, (4) Tapas Mondal, (5) Tarun Mondal, (6) Bharati Halder and (7) Arati Bera (collectively **Anjan Mondal & Ors.**), who became jointly entitled to his undivided 1/9th (one ninth) share in Kalipada's Property.
- h. **Demise of Balaram Mondal:** The said Balaram Mondal, a hindu male governed by the *Dayabhaga* School of Hindu Law, died intestate on 13th June, 1978, leaving behind surviving his legal heirs namely, (1) Anita Mondal, (2) Debabrata Mondal,

(3) Subrata Mondal, (4) Sanghamitra Dinda, (5) Papri Bose, who became jointly entitled to his undivided 1/9th (one ninth) share in Kalipada's Property.

- i. **Demise of Anita Mondal:** The said Anita Mondal, a hindu female governed by the *Dayabhaga* School of Hindu Law, died intestate on 12th July, 1986, leaving behind surviving her legal heirs namely, (1) Debabrata Mondal, (2) Subrata Mondal, (3) Sanghamitra Dinda and (4) Papri Bose (collectively **Debabrata & Ors.**), who became jointly entitled to her undivided 1/5th (one fifth) share out of the undivided 1/9th (one ninth) share in Kalipada's Property.
- j. **Partition Suit:** In the year 1999, Niranjana & Ors. filed a Partition Suit in the Court of Civil Judge, Senior Division at Sealdah being Title Suit No. 84 of 1999 (Niranjana Mondal & Ors. v. Nemai Chandra Mondal & Ors.) (**Said Partition Suit**) against the remaining Co-owners being (1) Nemai Chandra Mondal, (2) Monmona Rani Mondal, (3) Partha Sarathi Mondal, (4) Sujit Kumar Mondal, (5) Sanjay Kumar Mondal, (6) Goutam Kumar Mondal, (7) Karunamoyee Dolui, (8) Kaberi Kar, (9) Sabita Mondal *alias* Sabita Rani Mondal, (10) Anjan Mondal, (11) Deepak Mondal, (12) Tapas Mondal, (13) Tarun Mondal, (14) Bharati Halder, (15) Arati Bera, (16) Debabrata Mondal, (17) Subrata Mondal, (18) Sanghamitra Dinda, (19) Papri Bose, (20) Sailbala Mondal, (21) Radharani Sarkar, (22) Jogmaya Mondal and (23) Leena Maity for the partition of Kalipada's Property amongst them by metes and bounds in accordance with their respective shares.
- k. **Compromise Petition:** The Said Partition Suit was decreed on 30th April, 2001 on the basis of a Compromise Petition dated 18th January, 2001 (**Said Compromise Petition**) whereby and where under the Parties to the Said Partition Suit were exclusively allotted their respective shares in Kalipada's Property. As per the Said Compromise Petition, Premises Nos. 53 and 67, Canal Circular Road, Kolkata-700054 out of Kalipada's Property was divided by way of demarcation and allotted to the Parties to the Said Partition Suit in the following manner:

(1) Premises No. 53, Canal Circular Road, Kolkata-700054:

PLOT No. 2	Land admeasuring 7 (seven) <i>cottah</i> 13 (thirteen) <i>chittack</i> and 35 (thirty five) square feet, more or less	(1) Niranjana Mondal (2) Monoranjan Mondal (3) Arun Kumar Mondal (4) Uday Kumar Mondal (5) Tapan Kumar Mondal (6) Swapan Kumar Mondal (7) Bimala Dhawa (8) Pramila Roy (9) Gita Roy (10) Niva Halder (11) Sikha Chandra
PLOT No. 9	Land admeasuring 7 (seven) <i>cottah</i> 12 (twelve) <i>chittack</i> and 38 (thirty eight) square feet,	Nemai Chandra Mondal

	more or less	
PLOT No. '1'	Land admeasuring 7 (seven) <i>cottah</i> 14 (fourteen) <i>chittack</i> , more or less	(1) Monmona Rani Mondal (2) Partha Sarathi Mondal (3) Sujit Kumar Mondal (4) Sanjay Kumar Mondal (5) Goutam Kumar Mondal (6) Karunamoyee Dolui (7) Kaberi Kar
PLOT No. '8'	Land admeasuring 7 (seven) <i>cottah</i> 12 (twelve) <i>chittack</i> and 17 (seventeen) square feet, more or less	(1) Sabita Mondal <i>alias</i> Sabita Rani Mondal (2) Anjan Mondal (3) Deepak Mondal (4) Tapas Mondal (5) Tarun Mondal (6) Bharati Halder (7) Arati Bera
PLOT No. '7'	Land admeasuring 7 (seven) <i>cottah</i> 12 (twelve) <i>chittack</i> and 10 (ten) square feet, more or less	(1) Debabrata Mondal (2) Subrata Mondal (3) Sanghamitra Dinda (4) Papri Bose
PLOT No. '3'	Land admeasuring 10 (ten) <i>cottah</i> 5 (eleven) <i>chittack</i> and 17 (seventeen) square feet, more or less	Sailabala Mondal
PLOT No. '6'	Land admeasuring 1 (one) <i>cottah</i> 5 (five) <i>chittack</i> and 7 (seven) square feet, more or less	Radharani Sarkar
PLOT No. '5'	Land admeasuring 10 (ten) <i>cottah</i> 6 (six) <i>chittack</i> and 6 (six) square feet, more or less	Jogmaya Mondal
PLOT No. '4'	Land admeasuring 10 (ten) <i>cottah</i> 5 (five) <i>chittack</i> and 30 (thirty) square feet, more or less	Leena Maity

(2) Premises No. 67, Canal Circular Road, Kolkata-700054:

PLOT No. A	Land admeasuring 2 (two) <i>cottah</i> 11 (eleven) <i>chittack</i> and 24 (twenty four) square feet, more or less.	(1) Niranjan Mondal (2) Monoranjan Mondal (3) Arun Kumar Mondal (4) Uday Kumar Mondal (5) Tapan Kumar Mondal (6) Swapan Kumar Mondal (7) Bimala Dhawa (8) Pramila Roy (9) Gita Roy (10) Niva Halder (11) Sikha Chandra
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PLOT No. B	Land admeasuring 16 (sixteen) <i>cottah</i> and 25 (twenty five) square feet, more or less	Undivided 1/4th (one fourth) share was allocated to: (1) Niranjan Mondal (2) Monoranjan Mondal (3) Arun Kumar Mondal (4) Uday Kumar Mondal (5) Tapan Kumar Mondal (6) Swapan Kumar Mondal (7) Bimala Dhawa (8) Pramila Roy (9) Gita Roy (10) Niva Halder (11) Sikha Chandra
		Undivided 1/4th (one fourth) share was allocated to: Nemai Chandra Mondal
		Undivided 1/4th (one fourth) share was allocated to: (1) Sabita Mondal <i>alias</i> Sabita Rani Mondal (2) Anjan Mondal (3) Deepak Mondal (4) Tapas Mondal (5) Tarun Mondal (6) Bharati Halder (7) Arati Bera
		Undivided 1/4th (one fourth) share was allocated to: (1) Debabrata Mondal (2) Subrata Mondal (3) Sanghamitra Dinda (4) Papri Bose
PLOT No. 'D' & '3'	Land admeasuring 3 (three) <i>cottah</i> 1 (one) <i>chittack</i> and 17 (seventeen) square feet, more or less	(1) Monmona Rani Mondal (2) Partha Sarathi Mondal (3) Sujit Kumar Mondal (4) Sanjay Kumar Mondal (5) Goutam Kumar Mondal (6) Karunamoyee Dolui (7) Kaberi Kar
PLOT No. '6'	Land admeasuring 9 (nine) <i>cottah</i> 3 (three) <i>chittack</i> and 5 (five) square feet, more or less	Radharani Sarkar

- l. **First Sale by Anjan Kumar Mondal & Ors. :** By a Deed of Conveyance dated 14th November, 2006, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1, at Pages 1 to 26, being Deed No. 841 for the year 2007, Anjan Kumar Mondal, Dipak Kumar Mondal, Sabita Rani Mondal and Bharti Halder sold to Utsav Management Services Private Limited (presently Utsav Developers Private Limited), Silpi Saha, Ashok Mishra, Ritesh Kumar Rai, Binay Kumar Singh and Pankaj Kumar, 4/7th Portion, equivalent to 4 (four) *cottah* 7 (seven) *chittack* 9 (nine) square feet Being Plot No. 8 part of Premises 53.
- m. **Second Sale by Tapas Kumar Mondal & Ors. :** By a Deed of Conveyance dated 14th November, 2006, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1, at Pages 1 to 26, being Deed No. 840 for the year 2007, Tapas Kumar Mondal, Tarun Kumar Mondal, and Aarti Bera sold to Laxmi Realtors Private Limited (now known as Eden Reality Ventures Private Limited), Niranjana Rai, Arvind Das, Prabhakar Singh, Akshya Parashar, Sailesh Sukla, 3/7th Portion, equivalent to 3 (three) *cottah* 5 (five) *chittacks* 8 (eight) square feet, Being Plot No. 8 part of Premises 53.
- n. **Third Sale by Subrata Mondal & Anr. :** By a Deed of Conveyance dated 14th November, 2006, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, being Deed No. 846 for the year 2007, Subrata Mondal and Papri Bose sold to Laxmi Realtors Private Limited (now known as Eden Reality Ventures Private Limited), Niranjana Rai, Arvind Das, Prabhakar Singh, Akshya Parashar, Sailesh Sukla, 1/2 Portion, equivalent to 3 (three) *cottah* 14 (fourteen) *chittacks* 5 (five) square feet, Being Plot No. 2 part of Premises 53.
- o. **Fourth Sale by Debabrata Mondal & Anr. :** By a Deed of Conveyance dated 14th November, 2006, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1, at Pages 1 to 23, being Deed No. 848 for the year 2007, Debabrata Mondal and Sanghamitra Dinda sold to Utsav Management Services Private Limited (presently Utsav Developers Private Limited), Silpi Saha, Ashok Mishra, Ritesh Kumar Rai, Binay Kumar Singh and Pankaj Kumar, 1/2 Portion, equivalent to 3 (three) *cottah* 14 (fourteen) *chittacks* 5 (five) square feet, Being Plot No. 7 part of Premises 53.
- p. **Fifth Sale by Nemai Chandra Mondal:** By a Deed of Conveyance dated 14th November, 2006, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1, at Pages 1 to 24, being Deed No. 838 for the year 2007, Nemai Chandra Mondal sold to Utsav Management Services Private Limited (presently Utsav Developers Private Limited), Silpi Saha, Ashok Mishra, Ritesh Kumar Rai, Binay Kumar Singh and Pankaj Kumar, 1/2 Portion, equivalent to 3 (three) *cottah* 14 (fourteen) *chittacks* 19 (Nineteen) square feet, Being Plot No. 9 part of Premises 53.
- q. **Sixth Sale by Nemai Chandra Mondal:** By a Deed of Conveyance dated 14th November, 2006, registered in the Office of the Additional Registrar of

Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1, at Pages 1 to 24, being Deed No. 836 for the year 2007, Nemai Chandra Mondal sold to Laxmi Realtors Private Limited (now known as Eden Reality Ventures Private Limited), Niranjana Rai, Arvind Das, Prabhakar Singh, Akshya Parashar, Sailesh Sukla, 1/2 Portion, equivalent to 3 (three) cottah 14 (fourteen) chittacks 19 (nineteen) square feet, Being Plot No. 9 part of Premises 53.

- B. Sale of Undivided Portion of First Phase Land:** By virtue of a Deed of Conveyance dated 13th October, 2010, registered in Book No. I, Volume No. 8, Pages from 3461 to 3479, being Deed No. 03760 for the year 2010, at the Office of the A.D.S.R. Sealdah, (1) Eden Realty Ventures Private Limited (2) Sailesh Sukla, (3) Pankaj Kumar, (4) Silpi Saha, (5) Prabhakar Singh, (6) Niranjana Rai, (7) Arvind Das, (8) Binay Kumar Singh, (9) Akshay Parashar, (10) Ashok Mishra, (11) Ritesh Kumar Rai and (12) Utsav Developers Private Limited, sold, transferred and conveyed an undivided 1% (one percent) share of the First Phase Land in favour of Sunidhi Estates Private Limited.
- C. Arbitration Agreement:** Due to the disputes arisen in respect of the First Phase Land, the Owners of First Phase Land entered into an Arbitration Agreement dated 14th December, 2010 under which they agreed to refer the said disputes to the Learned Sole Arbitrator, Mr. Tanoy Chakraborty, Advocate. As per the said Arbitration Agreement, the Owner No. 15 has referred the said disputes to the Arbitration of the Learned Sole Arbitrator. The Learned Sole Arbitrator passed an Arbitral Award dated 23rd September, 2011 (**Said Arbitral Award**) which was registered on 19th January, 2012, in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, CD Volume No. 2, at Pages 5692 to 5723, being No. 00718, for the year 2012. In lieu of the Said Arbitral Award, the Utsav Developers Private Limited retained its right, title and interest and relinquished all its right, title and interest over the portion of land admeasuring 2465.698 (two thousand four hundred and sixty five point six nine eight) square feet in Premises Nos. 47, 53 & 80, Canal Circular Road, Kolkata – 700054 and for the said relinquishment, received the equal portion of land equivalent to the relinquished land in Premises Nos. 51A, Canal Circular Road, Kolkata – 700054. As per the Said Arbitral Award, Utsav Developers Private Limited ceased to have any right over Premises Nos. 47, 53 & 80, Canal Circular Road, Kolkata – 700054 and became owner of land measuring 6890.998 (six thousand eight hundred and ninety point nine nine eight) square feet, more or less, equivalent to measuring 9 (nine) *cottah* 9 (nine) *chittack* and 8 (eight) square feet, more or less in Premises Nos. 51A, Canal Circular Road, Kolkata – 700054.
- D. Ownership of Shivshakti Vincom Private Limited & Ors.:** By virtue of (i) a Deed of Conveyance dated 19th January, 2012, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, Alipore, recorded in Book No. I, CD Volume No. 2, at Pages 605 to 633, being Deed No. 00463 for the year 2012, (ii) Deed of Conveyance dated 19th January, 2012, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, Alipore, recorded in Book No. I, CD Volume No. 2, at Pages 714 to 741, being Deed No. 00468 for the year 2012, (iii) Deed of Conveyance dated 19th January, 2012, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, Alipore, recorded in Book No. I, CD Volume No. 2, at Pages 1405 to 1431, being Deed No. 00469 for the year 2012 and (iv) Deed of Conveyance dated 19th January, 2012, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, Alipore, recorded in Book No. I, CD Volume No. 2, at Pages 634 to 659, being Deed No. 00470 for the year 2012, (1) Binay Kumar Singh (2) Ritesh Kumar Rai (3) Akshay Parashar (4)

Pankaj Kumar (5) Silpi Saha (6) Niranjan Rai (7) Prabhakar Singh (8) Arvind Das (9) Sailesh Sukla and (10) Ashok Mishra had sold, transferred and conveyed their portion in the First Phase Land to (1) Shivshakti Vincom Private Limited (2) Saral Construction Advisory Private Limited (3) Bhagwati Vinimay Private Limited (4) Century Commosale Private Limited (5) Sudama Commodeal Private Limited (6) Vishwakarma Marcom Private Limited (7) Sunidhi Realty Private Limited (8) Jansampark Vintrade Private Limited (9) Sai Dealmark Private Limited (10) Trance Dealcom Private Limited (11) Trance Tradelink Private Limited (12) Supersoft Vincom Private Limited and (13) Sunidhi Complex Private Limited, who became joint owners of the said First Phase Land.

E. Deed of Exchange: By a Deed of Exchange dated 11th November, 2013, registered at the Office of the D.S.R. III, Alipore, in Book No. I, CD Volume No. 21, at Pages 3496 to 3513, being Deed No. 10592 for the year 2013 (**Said Deed of Exchange**), The Owner Nos. 3.1to 3.14 and Owner No. 3.15, mutually exchanged its ownership the land measuring 9 (nine) *cottah* 9 (nine) *chittack* and 8 (eight) square feet, more or less, in Municipal Premises No. 51A, Canal Circular Road, Kolkata – 700054 along with a portion of First Phase Land, being the land admeasuring 7 (seven) *cottah* 14 (fourteen) *chittack*, more or less, which was upon by separation and mutation was numbered as Premises No. 53B, Canal Circular Road, Kolkata – 700 054 (**Separated Premises**). Therefore, after the said Deed of Exchange, Utsav Developers Private Limited became the exclusive owner of the Separated Premises and ceased to have any right, title and interest over the First Phase Land.

F. Amalgamation & Mutation of First Phase Land: The Developer and Owners got the First Phase Land amalgamated and demarcated into a one premises, being land measuring 7 (seven) *bigha* 3 (three) *cottah* 11(eleven) *chittacks* 22 (twenty two) square feet., more or less, comprised in Municipal Premises No. 47(previously 47,80,53 and 51A), Canal Circular Road, Police Station Phoolbagan, Kolkata - 700054, within the KMC, Sub-Registration District Sealdah, District South 24 Parganas, in the records of the KMC. The names of the Developer and Owners have been duly mutated in respect of the First Phase Land in the records of the KMC.

G. Settlement: In terms of the Order and Decree passed on 19th November, 2013, by the Hon'ble High Court at Calcutta in Civil Suit No. 374 of 2013 (Eden Realty Ventures Private Limited v. Sachchidanand Rai & Ors.) and further Settlement dated 9th February, 2016, it was agreed that Eden Realty Ventures Private Limited shall allocate the Flat, Parking Spaces and other transferrable spaces to Edencity Properties Private Limited out of its own allocation on the terms and conditions therein.

H. Ownership of Second Phase Land:

1. Premises No. 54A (formerly Premises 54)

a. **Ownership of Chunibash Porey & Anr.:** Chunibash Porey and Raj Krishna Porey was the recorded owner and possessor of ALL THAT piece and parcel of land measuring about 6 (six) *bigha*, 18 (eighteen) *cottah*, 11 (eleven) *chittack*, together with structure erection building thereon being Holding Nos. 32 and 50, Sub

Division VII, Division III, Dihi Surah, Mouza Kochnan, Police Station Beliaghata, Sub-Registry Office Sealdah, District South 24-Parganas previously 24-Parganas (**Chunibash Porey & Anr. Land**).

- b. **Sale to Sewakram Rooiya & Ors.:** By an Indenture dated 4th May, 1908 registered at the office of Sub-Registrar Sealdah, in Book No. I, Volume No. 21, Pages from 38 to 43, being Deed No. 1379 for the year 1908, Chunibash Porey and Raj Krishna Porey sold, conveyed and transferred Chunibash Porey and Anr.'s Land to Sewakram Rooiya, Bhoodurmal Rooiya and Chaturbhuj Rooiya, free from encumbrances.
- c. **Renumbering of Chunibash Porey and Anr.'s Land:** The Chunibash Porey and Anr.'s Land was known and numbered as Municipal Premises No. 54, Canal Circular Road, Kolkata 700054, in the records of Kolkata Municipal Corporation (previously Corporation of Calcutta).
- d. **First Oral Partition:** By an oral partition and by way of family arrangement made between Sewakram Rooiya, (2) Bhoodurmal Rooiya and (3) Chaturbhuj Rooiya, the said Bhoodurmal Rooiya was exclusively allocated the Chunibash Porey and Anr.'s Land in exclusion of other co-owners namely, said Sewakram Rooiya and Chaturbhuj Rooiya.
- e. **Ownership of Bhoodurmal Rooiya:** In the above-mentioned circumstances, Bhoodurmal Rooiya became the sole and exclusive owner of the Chunibash Porey and Anr.'s Land (**Bhoodurmal's Land**).
- f. **Demise of Bhoodurmal Rooiya:** The said Bhoodurmal Rooiya died intestate in the year 1923 (before the Hindu Succession Act, 1956 came into force) leaving behind him his 2 (two) sons namely Gouri Shankar Rooiya alias Gouri Shankar Ruia and Narayan Prasad Rooiya alias Narayan Prasad Ruia, who became the joint owners of the Bhoodurmal's Land.
- g. **Second Oral Partition:** By an Oral Partition and by way of Family Arrangement made between the Gouri Shankar Rooiya alias Gouri Shankar Ruia and Narayan Prasad Rooiya alias Narayan Prasad Ruia while seized and possessed of and/or otherwise well and sufficiently entitled to the Bhoodurmal's Land, whereby and whereunder the said Narayan Prasad Ruia was exclusively allotted the Bhoodurmal's Land in exclusion of other co-owner namely Gouri Shankar Ruia.
- h. **Ownership of Narayan Prasad Ruia:** Pursuant to abovementioned partition, Narayan Prasad Ruia became the sole and the absolute owner of the Bhoodurmal's Land and he exercised all acts of ownership in respect of Bhoodurmal's Land in exclusion of other co-owners.
- i. **Sale to Vinod Kumar Jaiswal & Anr.:** By a Deed of Conveyance dated 30th May, 1984 registered in the Office of District Registrar, Alipore, District South 24 Parganas, in Book No. 1, Volume No. 38, Pages from 442 to 420, being Deed No. 7156 for the year 1984, Narayan Prasad Ruia sold, transferred, conveyed and assigned a demarcated portion of the Bhoodurmal's Land measuring about 5 (five) Cottahs, 3 (three) Chittacks, to (1) Vinod Kumar Jaiswal, (2) Pramod Kumar Jaiswal and (3) Sri Subodh Kumar Jaiswal, free from all encumbrances.

- j. **Creation of HUF:** Narayan Prasad Ruia created a Hindu Undivided Family (HUF) and brought the remaining land, being 6 (six) Bigha, 13 (thirteen) Cottahs, 8 (eight) Chittacks under the purview of M/s. Narayan Prasad Ruia HUF, wherein Narayan Prasad Ruia, acted as the Karta of the said M/s. Narayan Prasad Ruia HUF.
- k. **Demise of Narayan Prasad Ruia:** On 29th July, 1984 Narayan Prasad Ruia, a Hindu, governed by the Dayabhaga School of Hindu Law, died intestate leaving behind him surviving his wife namely Smt. Bisakha Devi (since deceased), 3 (three) sons namely (1) Surendra Kumar Ruia (who predeceased in the year 1965) (2) Mahendra Kumar Ruia and (3) Mahesh Kumar Ruia (since deceased) who became the Co - Parcener in the HUF, 4 (four) daughters namely, (1) Smt. Kusum Devi Agarwal (since deceased), (2) Smt. Prem Lata Nathani (since deceased), (3) Smt. Aruna Ruia (since deceased) and (4) Smt. Sudha Dalmia as his only legal heirs and successors.
- l. **Ownership of Vivek Bulb Industries Private Limited:** After the demise of Mahendra Kumar Ruia, acting as the Karta of M/s. Narayan Prasad Ruia HUF, as the Vendor by a registered Deed of Conveyance dated 30th March, 1992 registered in the office of District Sub-Registrar, Alipore, South 24 Parganas, recorded in Book No. Volume No. 104, being Deed No. 05729 for the year 1992, sold, transferred, conveyed and assigned the Said Premises to Vivek Bulb Industries Private Limited (the Vendor herein) and the said transaction was confirmed and ratified by the said coparcener Mr. Mahesh Kumar Ruia (deceased) of the said M/s. Narayan Prasad Ruia, HUF, by (i) Smt. Bisakha Devi Ruia, (ii) Smt. Kusum Devi Agarwal (since deceased), (iii) Smt. Prem Lata Nathani (since deceased), (iv) Smt. Aruna Ruia (since deceased) and (v) Smt. Sudha Dalmia through Smt. Sudha Dalmia for self and as the Constituted Attorney of Smt. Kusum Devi Agarwal, Premlata Nathani and Smt. Aruna Ruia, as the Confirming Parties to confirm and affirm the sale of the Said Premises, on behalf of said M/s. Narayan Prasad Ruia, HUF.
- m. **Mutation:** Vivek Bulb Industries Private Limited (the Vendor herein) got his name mutated in the records of the Assessment-Collection Department of the Kolkata Municipal Corporation with respect to the Said Premises vide Assessee No. 110310100640 and duly paid municipal taxes thereof and is utilizing the Said Premises for its use since then.
- n. The said Narayan Prasad Ruia who sold a demarcated about 5 (five) Cottahs , 3 (three) Chittacks, portion and thereafter his son Mahendra Kumar Ruia, who sold the entire residuary portion of the said Premises No. 54, Canal Circular Road, Calcutta through his HUF to the present Vendor had got the said property by under a compromise Decree dated 17th January, 1947 purported to have been passed in respect of a Partition Suit No. 702 of 1943 at Calcutta High Court filed by the said Narayan Prasad Ruia against his immediate co-sharers of Bhuddarmal Ruia branch but upon going through the case records of the said Partition Suit No. 702 of 1943 it is found that particularly the Premises No. 54, Canal Circular Road, Calcutta is not mentioned in the Schedule of properties which were the jointly held by the descendants of Bhuddarmal Ruia branch and which were subject matter of partition by metes and bounds. The absence of mention of the Premises No. 54, Canal Circular Road, Calcutta as the subject matter of partition in the said Suit No.

702 of 1943 leads one to the conclusion that the Said Premises was absolutely allotted to the said Narayan Prasad Ruia, since deceased being son of the said Bhuddarmal Ruia ever before the filing of the said partition suit by the entire of the then Ruia family who could have were the co-owners of the joint properties of the larger Ruia family and for confirming the said issue all the present surviving descendants of the larger Ruia family are joining herein as the Confirming Parties so that a good, undisputed and clear title is passed on to the Purchasers herein.

- o. It is also recorded that 3 (three) ancestors of the larger Ruia family namely Sevakram Ruia, Bhuddarmal Ruia and Chaturbhuj Ruia all sons of Late Jugal Kishore Ruia had by a registered Deed of Conveyance being Deed No. 1378 of 1908 purchased the entire of Said Premises, i.e. Premises No. 54, Canal Circular Road, therein shown having a land area of 7 (seven) Bighas, 2 (two) Cotthas, more or less, and now the Confirming Parties herein particularly the elder Constituents of the Confirming Parties after carefully having gone through their internal and old family records have confirmed that by the common consensus of the then Constituents of the larger Ruia family had allotted the said Premises No. 54, Canal Circular Road, Calcutta exclusively and individually to said Narayan Prasad Ruia son of Bhuddarmal Ruia on or before 1942, particularly due to the elder brother of Narayan Prasad Ruia namely Gouri Shankar Ruia having died in the year 1937 and thus several other joint properties as are listed under the Schedule appended to the Plaint filed in the said Partition Suit No. 702 of 1943 were segregated and exclusively allotted to the heirs of Late Bhuddarmal Ruia collectively by an oral Family Partition which also took place on or before 1942 and the said Narayan Prasad Ruia then being the eldest member out of the descendants of Late Bhuddarmal Ruia insisted that Premises No. 54, Canal Circular Road, Calcutta should not form part of the joint allotment of the said Bhuddarmal Ruia Branch but must be allotted to Narayan Prasad Ruia in his individual capacity so that he could work upon it immediately without waiting for a formal partition decree through a Partition Suit which would take some time and therefore he was exclusively and was separately allotted the said Premises No. 54, Canal Circular Road, Calcutta.
- p. The Confirming Parties being the present surviving Descendants of the Larger Ruia Family who could have claimed any stake upon the said Premises No. 54, Canal Circular Road, Calcutta have joined these presents in order to confirm the devolution of title in favour of the Vendor herein on the basis of above recorded averments and otherwise, especially the Said First Oral Partition and the Second First Oral Partition also by declaring their consents as having no right, title or interest over or in respect of the said Premises No. 54, Canal Circular Road, Calcutta of any part thereof of any manner or nature whatsoever. It is also hereby recorded that the hierarchy of the Confirming Parties is set out under the 3rd Schedule thereunder written to the end and intent that want of any registered instrument declaring the absolute title of the said Vendor therein namely Mahendra Kumar Ruia as the Karta of the HUF along with coparceners and other legal heirs of Narayan Prasad Ruia who sold the said premises to the Vendor herein could be legally taken care of and the title of the Vendor herein is established once and for all.

- q. **Sale by Vivek Bulb:** By a deed of Conveyance dated 27th September, 2022 registered at the Office of the District Sub-Registrar-III, South 24 Parganas, Alipore, in Book No. I, Volume No.1603-2023, Pages from 74616 to 74661, being Deed No. 160302384 for the year 2023, VBIPL, sold, conveyed and transferred the land admeasuring 1 (one) Cottah more or less, comprised in Municipal Premises No. 54, Canal Circular Road, Police Station Phoolbagan, Kolkata-700054, within the limits of the KMC, Sub-Registration District Sealdah, District South 24 Parganas to the said (1) Eden Realty Ventures Private Limited (2) Shivshakti Vincom Private Limited (3) Saral Construction Advisory Private Limited (4) Bhagwati Vinimay Private Limited (5) Century Commosale Private Limited (6) Sudama Commodeal Private Limited (7) Vishwakarma Marcom Private Limited (8) Sunidhi Realty Private Limited (9) Jansampark Vintrade Private Limited (10) Sai Dealmark Private Limited (11) Trance Dealcom Private Limited (12) Trance Tradelink Private Limited (13) Supersoft Vincom Private Limited (14) Sunidhi Complex Private Limited, (15) Utsav Developers Private Limited (16) Edencity Properties Private Limited and (17) Mechano International Private Limited and the Sunidhi Estates Private Limited.

2. Premises No. 53B

- a. **Ownership of UDPL:** By virtue of the Said Deed of Exchange, UDPL, became the sole and absolute owner of the Separated Premises being land admeasuring 7 (seven) *cottah* 14 (fourteen) *chittack*, more or less, in Municipal Premises No. 53B, Canal Circular Road, Kolkata – 700054 (**UDPL's Property**).
- b. **Sale by UDPL to Eden:** By virtue of a Deed of Conveyance dated 15th February, 2016, registered in the Office of the District Sub-Registrar III, South 24 Parganas, recorded in Book No. I, Volume No. 1603-2016, Pages from 24258 to 24285, being Deed No. 0739 for the year 2016, UDPL, sold, transferred and conveyed undivided 1% (one percent) share of UDPL's Property in Municipal Premises No. 53B, Canal Circular Road, Police Station Phoolbagan, Kolkata - 700054, within the limits of the KMC, Sub-Registration District Sealdah, District South 24 Parganas to Edencity Properties Private Limited.
- c. **Sale by UDPL & Anr.:** By a deed of Conveyance dated 9th February, 2023 registered at the Office of the District Sub-Registrar-III, South 24 Parganas, Alipore, in Book No. I, Volume No. 1603-2023, Pages from 83332 to 83362, being Deed No. 160302722 for the year 2023, the said UDPL and Edencity Properties Private Limited, sold, conveyed and transferred the land admeasuring 1 (one) *Cottah* more or less, comprised in Municipal Premises No. 53B, Canal Circular Road, Police Station Phoolbagan, Kolkata- 700054, within the limits of the KMC, Sub-Registration District Sealdah, District South 24 Parganas to (1) Vivek Bulb Industries Private Limited, (2) Eden Realty Ventures Private Limited (3) Shivshakti Vincom Private Limited (4) Saral Construction Advisory Private Limited (5) Bhagwati Vinimay Private Limited (6) Century Commosale Private Limited (6) Sudama Commodeal Private Limited (7) Vishwakarma Marcom Private Limited (8) Sunidhi Realty Private Limited (9) Jansampark Vintrade Private Limited (10) Sai Dealmark Private Limited (11) Trance Dealcom Private Limited (12) Trance Tradelink Private Limited (13) Supersoft Vincom Private Limited, (14) Mechano International Private Limited (15) Sunidhi Complex Private Limited

(16) Mechano International Private Limited and (17) Sunidhi Estates Private Limited.

3. Premises No. 53A (formerly Premises No. 53)

- a. **Ownership of Sailabala:** By virtue of the Said Partition Suit and the Said Compromise Petition, Sailabala Mondal, became an absolute owner of the land admeasuring 10 (ten) *cottah* 5 (five) *chittack* 17 (seventeen) square feet, more or less, together with structures erected thereon, in Municipal Premises No. 53(now renumbered as 53A), Canal Circular Road, Kolkata – 700054 (**Sailabala's Property**).
- b. **First Sale to Mechano International:** By a deed of conveyance dated 24th October, 2002, registered in the Office of the Additional Registrar of Assurances I, Kolkata, recorded in Book No. I, Volume No. I, Pages from 1 to 9, being deed no. 01512 for the year 2003, the said Sailbala Mondal had sold, transferred and conveyed Sailbala's Property to Mechano International Private Limited.
- c. **Ownership of Leena:** By virtue of the Said Partition Suit and the Said Compromise Petition, Leena Maity, became an absolute owner of the land admeasuring 10 (ten) *cottah* 5 (five) *chittack* 30 (thirty) square feet, more or less, together with structures erected thereon, in Municipal Premises No. 53 (now renumbered as 53A), Canal Circular Road, Kolkata – 700054 (**Leena's Property**).
- d. **Second Sale to Mechano International:** By a deed of conveyance dated 24th October, 2002, registered in the Office of the Additional Registrar of Assurances I, Kolkata, recorded in Book No. I, Volume No. I, Pages from 1 to 9, being deed no. 01503 for the year 2003, the said Leena Maity had sold, transferred and conveyed Leena's Property to Mechano International Private Limited.
- e. **Ownership of Jogmaya Mondal:** By virtue of the Said Partition Suit and the Said Compromise Petition, the said Jogmaya Mondal became the owner of the land admeasuring 10 (ten) *cottah* 6 (six) *chittack* and 6 (six) square feet, more or less, together with structures erected thereon, comprised in Municipal Premises No. 53 (now renumbered as 53A), Canal Circular Road, Police Station Phoolbagan, Kolkata - 700054, within the limits of the KMC, Sub-Registration District Sealdah, District South 24 Parganas (**Jogmaya's Property**).
- f. **Third Sale to Mechano International:** By a deed of conveyance dated 24th October, 2002, registered in the Office of the Additional Registrar of Assurances I, Kolkata, recorded in Book No. I, Volume No. I, Pages from 1 to 9, being Deed No. 01507 for the year 2003, the said Jogmaya Mondal had sold, transferred and conveyed Jogmaya's Property to Mechano International Private Limited.
- g. **Ownership of Radharani Sarkar:** By virtue of the Said Partition Suit and the Said Compromise Petition, the said Radharani Sarkar became the an absolute owner of Plot No. 6 being land admeasuring 1 (one) *cottah* 5 (five) *chittack* and 7 (seven)

square feet, more or less, together with structures erected thereon, comprised in Municipal Premises No. 53 (now renumbered as 53A), Canal Circular Road, Kolkata - 700054, within the limits of the KMC, Sub-Registration District Sealdah, District South 24 Parganas (**Radharani's First Property**).

- h. **Fourth Sale to Mechano International:** By a deed of conveyance dated 24th October, 2002, registered in the Office of the Additional Registrar of Assurances I, Kolkata, recorded in Book No. I, Volume No. I, Pages from 1 to 10, being deed no. 01505 for the year 2003, the said Radharani Sarkar had sold, transferred and conveyed Radharani's First Property to Mechano International Private Limited.

- i. **Ownership of Niranjana Mondal & Ors:** By virtue of the Said Partition Suit and the Said Compromise Petition, Niranjana Mondal, Uday Kumar Mondal, Tapan Kumar Mondal, Swapan Kumar Mondal, Bimla Dhawa, Pramila Roy, Gita Roy, Niva Halder, Sikha Chanda, Nilanjana Mondal and Sandhya Mondal (**Niranjana Mondal & Ors.**) became the joint owners of Plot No. 2 being the land admeasuring 7 (seven) *cottah* 13 (thirteen) *chittack* and 35 (thirty five) square feet, more or less, together with structures erected thereon, comprised in Municipal Premises No. 53 (now renumbered as 53A), Canal Circular Road, Police Station Phoolbagan, Kolkata - 700054, within the limits of the KMC, Sub-Registration District Sealdah, District South 24 Parganas (**Niranjana and Ors.' Property**).

- j. **Fifth Sale to Mechano International:** By a deed of conveyance dated 21st November, 2002, registered in the Office of the Additional Registrar of Assurances I, Kolkata, recorded in Book No. I, Volume No. I, Pages from 1 to 13, being deed no. 11212 for the year 2005, the said Niranjana Mondal & Ors. sold, transferred and conveyed Niranjana and Ors.' Property to Mechano International Private Limited.

- k. **Sale by Mechano International:** By a deed of Conveyance dated 9th February, 2023, registered at the Office of the District Sub-Registrar-III, South 24 Parganas, Alipore, in Book No. I, Volume No.1603-2023, Pages from 83363 to 83392, being Deed No. 160302721 for the year 2023, Mechano International Private Limited sold, conveyed and transferred (i) land admeasuring 1 (one) *Cottah* more or less, comprised in Municipal Premises No. 53A (formerly Premises No. 53), Canal Circular Road, Police Station Phoolbagan, Kolkata- 700054, within the limits of the KMC, Sub-Registration District Sealdah, District South 24 Parganas to the said (1) Eden Realty Ventures Private Limited (2) Shivshakti Vincom Private Limited (3) Saral Construction Advisory Private Limited (4) Bhagwati Vinimay Private Limited (5) Century Commosale Private Limited (6) Sudama Commodeal Private Limited (7) Vishwakarma Marcom Private Limited (8) Sunidhi Realty Private Limited (9) Jansampark Vintrade Private Limited (10) Sai Dealmark Private Limited (11) Trance Dealcom Private Limited (12) Trance Tradelink Private Limited (13) Supersoft Vincom Private Limited (14) Sunidhi Complex Private Limited and (15) Utsav Developers Private Limited (16) Edency Properties Private Limited and (17) Vivek Bulb Industries Private Limited and (18) Sunidhi Estates Private Limited.

4. Premises No. 67/1C (formerly Premises No. 67)

- a. **Ownership of Radharani Sarkar:** By virtue of the Said Partition Suit and the Said Compromise Petition, the said Radharani Sarkar became the an absolute owner of Plot No. 6 being land admeasuring 9 (nine) *cottah* 3 (three) *chittack* and 5 (five) square feet, more or less, together with structures erected thereon, comprised in Municipal Premises No. 67, Canal Circular Road, Kolkata - 700054, within the limits of the KMC, Sub-Registration District Sealdah, District South 24 Parganas (**Radharani's Second Property**).
- b. **Sale to Mechano International:** By a deed of conveyance dated 24th October, 2002, registered in the Office of the Additional Registrar of Assurances I, Kolkata, recorded in Book No. I, Volume No. I, Pages from 1 to 10, being Deed No. 01505 for the year 2003, the said Radharani Sarkar had sold, transferred and conveyed Radharani's Second Property to Mechano International Private Limited.
- c. **Sale by Mechano International:** By a deed of Conveyance dated 9th February, 2023 registered at the Office of the District Sub-Registrar-III, South 24 Parganas, Alipore, in Book No. I, Volume No. 1603-2023, Pages from 83091 to 83120, being Deed No. 160302715 for the year 2023, respectively, Mechano International Private Limited sold, conveyed and transferred, land admeasuring 0.50 (zero point five zero) *Cottah* more or less, comprised in Municipal Premises No. 67/1C, Canal Circular Road, Police Station Phoolbagan, Kolkata- 700054, within the limits of the KMC, Sub-Registration District Sealdah, District South 24 Parganas, respectively; to the said (1) Eden Realty Ventures Private Limited (2) Shivshakti Vincom Private Limited (3) Saral Construction Advisory Private Limited (4) Bhagwati Vinimay Private Limited (5) Century Commosale Private Limited (6) Sudama Commodial Private Limited (7) Vishwakarma Marcom Private Limited (8) Sunidhi Realty Private Limited (9) Jansampark Vintrade Private Limited (10) Sai Dealmark Private Limited (11) Trance Dealcom Private Limited (12) Trance Tradelink Private Limited (13) Supersoft Vincom Private Limited (14) Sunidhi Complex Private Limited and (15) Utsav Developers Private Limited, (16) Edencity Properties Private Limited and (17) Vivek Bulb Industries Private Limited and (18) Sunidhi Estates Private Limited.

5. Premises No. 67

- a. **Ownership of Niranjana Mondal & Ors.:** By virtue of the Said Partition Suit and the Said Compromise Petition, the said (1) Niranjana Mondal, Sandhya Mondal, Arun Mondal, Uday Mondal, Tapan Mondal, Swapan Mondal, Debashish Dhawa, Pramila Roy, Gita roy, Niva Halder, Sikha Chanda, Shobhna Mondal, Enakshi Guru, Bani Mondal, Surajit Mondal, Sananda Mondal, Tapas Mondal, Tarun Kumar Mondal, Kamala Mondal, Ashok Kumar Halder, Arpan Mondal, Argha Halder, Aarti Bera, Debabrata Mondal, Subrata Mondal (collectively **Niranjana Mondal & Ors.**), became joint owners of Plot No. B being land admeasuring 16 (sixteen) *cottah* and 25 (twenty five) square feet, more or less, in Municipal Premises No. 67, Canal Circular Road, Police Station Phoolbagan, Kolkata-700054.

- b. **Sale to Mechano International & Ors.:** By a deed of Conveyance dated 27th September, 2022, registered at the Office of the District Sub-Registrar III, Alipore, South 24 Parganas, in Book No. I, Volume No. 1603-2022, Pages from 602126 to 602203, being Deed No. 18490 for the year 2022, Niranjana Mondal & Ors. sold, transferred and conveyed the land admeasuring 13 (thirteen) *cottah*, more or less [out of 16 (sixteen) *cottah* and 25 (twenty five) square feet, more or less] in Municipal Premises No. 67, Canal Circular Road, Police Station Phoolbagan, Kolkata- 700054, to the (1) Eden Realty Ventures Private Limited (2) Shivshakti Vincom Private Limited (3) Saral Construction Advisory Private Limited (4) Bhagwati Vinimay Private Limited (5) Century Commosale Private Limited (6) Sudama Commodeal Private Limited (7) Vishwakarma Marcom Private Limited (8) Sunidhi Realty Private Limited (9) Jansampark Vintrade Private Limited (10) Sai Dealmark Private Limited (11) Trance Dealcom Private Limited (12) Trance Tradelink Private Limited (13) Supersoft Vincom Private Limited (14) Sunidhi Complex Private Limited and (15) Utsav Developers Private Limited (17) Vivek Bulb Industries Private Limited (18) Mechano International Private Limited and (19) Edency Properties Private Limited.

6. Premises No. 47

- a. **Ownership of Eden Realty & Ors.:** By (1) Deed of Conveyance dated 24th November, 2004, registered in the Office of the Additional District Sub-Registrar, Sealdah, recorded in Book No. I, Volume No. 29, at Pages 292 to 315, being Deed No. 655 for the year 2007; (2) Deed of Conveyance dated 30th August, 2004, registered in the Office of the Additional District Sub-Registrar, Sealdah, recorded in Book No. I, Volume No. 29, at Pages 280 to 291, being Deed No. 654 for the year 2007 (3) Deed of Conveyance dated 20th October, 2006, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1, at Pages 1 to 30, being Deed No. 834 for the year 2007 (4) Deed of Conveyance dated 13th October, 2010, registered in Book No. I, Volume No. 8, Pages from 3461 to 3479, being Deed No. 03760 for the year 2010, at the Office of the A.D.S.R. Sealdah and (5) Deed of Conveyance dated 19th January, 2012, registered in the Office of the District Sub-Registrar-III, South 24 Parganas, Alipore, recorded in Book No. I, CD Volume No. 2, at Pages 1405 to 1431, being Deed No. 00469 for the year 2012, (1) Eden Realty Ventures Private Limited (2) Shivshakti Vincom Private Limited (3) Saral Construction Advisory Private Limited (4) Bhagwati Vinimay Private Limited (5) Century Commosale Private Limited (6) Sudama Commodeal Private Limited (7) Vishwakarma Marcom Private Limited (8) Sunidhi Realty Private Limited (9) Jansampark Vintrade Private Limited (10) Sai Dealmark Private Limited (11) Trance Dealcom Private Limited (12) Trance Tradelink Private Limited (13) Supersoft Vincom Private Limited and (14) Sunidhi Complex Private Limited and (15) Sunidhi Estates Private Limited became the joint owners of Municipal Premises No. 47, Canal Circular Road, Police Station Phoolbagan, Kolkata- 700054.
- b. **Sale to Vivek Bulb & Ors.:** By a deed of Conveyance dated 9th February, 2023 registered at the Office of the the District Sub-Registrar-III, South 24 Parganas,

Alipore, in Book No. I, Volume No. 1603-2023, Pages from 83418 to 83450, being Deed No. 160302723 for the year 2023, (1) Eden Realty Ventures Private Limited (2) Shivshakti Vincom Private Limited (3) Saral Construction Advisory Private Limited (4) Bhagwati Vinimay Private Limited (5) Century Commosale Private Limited (6) Sudama Commodeal Private Limited (7) Vishwakarma Marcom Private Limited (8) Sunidhi Realty Private Limited (9) Jansampark Vintrade Private Limited (10) Sai Dealmark Private Limited (11) Trance Dealcom Private Limited (12) Trance Tradelink Private Limited (13) Supersoft Vincom Private Limited and (14) Sunidhi Complex Private Limited And the Owner/Developer sold, conveyed and transferred the land admeasuring 1 (one) *Cottah* more or less, comprised in Municipal Premises No. 47, Canal Circular Road, Police Station Phoolbagan, Kolkata- 700054, within the limits of the KMC, Sub-Registration District Sealdah, District South 24 Parganas to Vivek Bulb Industries Private Limited, Mechano International Private Limited, UDPL and Edencity Properties Private Limited.

- I. Amalgamation & Mutation of Larger Property:** The First Phase Land and the Second Phase Land amalgamated and demarcated into one premises, being land measuring 17 *bigah* 19 *cottah* 4 *chittak* 32 square feet, [as per physical measurement 17 *bigah* 13 *cottah* 7 *chittak* 22 square feet] more or less, comprised in Municipal Premises No. 47, Canal Circular Road, Police Station Phoolbagan, Kolkata - 700054, within the KMC, Sub-Registration District Sealdah, District South 24 Parganas, in the records of the KMC. The names of the Owners have been duly mutated in respect of the Larger Property in the records of the KMC.
- J. Ownership of Larger Property:** In the above manner, (1) Eden Realty Ventures Private Limited (2) Shivshakti Vincom Private Limited (3) Saral Construction Advisory Private Limited (4) Bhagwati Vinimay Private Limited (5) Century Commosale Private Limited (6) Sudama Commodeal Private Limited (7) Vishwakarma Marcom Private Limited (8) Sunidhi Realty Private Limited (9) Jansampark Vintrade Private Limited (10) Sai Dealmark Private Limited (11) Trance Dealcom Private Limited (12) Trance Tradelink Private Limited (13) Supersoft Vincom Private Limited (14) Sunidhi Complex Private Limited (15) Utsav Developers Private Limited (16) Sunidhi Estates Private Limited (17) Mechano International Private Limited (18) Vivek Bulb Industries Private Limited (19) Edencity Properties Private Limited (collectively **Owners of Larger Property**) became the joint owners of the First Phase Land and the Second Phase Land, which collectively formed the Larger Property being (a) First Phase Land i.e. land measuring 7 (seven) *bigah* 3 (three) *cottah*, 11 (eleven) *chittak*, 22 (twenty two) square feet, more or less, (b) the Second Phase Land i.e. land measuring 10 (ten) *bigah* 15 (fifteen) *cottah*, 9 (nine) *chittak*, 10 (ten) square feet more or less, aggregating to Larger Property i.e. land measuring 17 (seventeen) *bigah* 19 (nineteen) *cottah*, 4 (four) *chittak*, 32 (thirty two) square feet, comprised in 47, Canal Circular Road, Police Station Phoolbagan, Kolkata - 700054, within the limits of the KMC, Sub-Registration District Sealdah, District South 24 Parganas.
- K.** Further, under the First Phase Development Agreement, it was also agreed and recorded that the demarcation/division of the Larger Property into the First Phase Land and the Second Phase Land/First Phase Land was only notional and only being done to facilitate the construction and completion of the Real Estate Project into 2 (two) separate phases as hereinbefore recited and that notwithstanding the aforesaid demarcation/division of

the Larger Property, upon the completion of the Real Estate Project , the transferees of both the First Phase Land/ and the Second Phase Land would, as members of the Association, have undivided, impartible, proportionate and variable share in all common areas (including the land of the Larger Property) comprised in the entirety of the Larger Property/ Real Estate Project.

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

[Owners]

[Promoter]

(_____)

[Allottee]

Drafted By

F/

Advocate, High Court of Calcutta

Witnesses:

Signature _____ Signature _____

Name _____ Name _____

_____ Father's Name _____

Father's Name _____ Address _____

Address _____
