

THIS **AGREEMENT FOR SALE** (hereinafter referred as “**Agreement**”) executed on this _____ day of _____, (Two Thousand and Twenty Three) 2023.

BY AND BETWEEN

(1) NAOOLIN REALCON PRIVATE LIMITED (PAN:AAFNO116N), a company incorporated under the Companies Act, 2013, having its registered office at Merlin Matrix, Unit No.203, DN-10, Sector V, 2ndFloor, P.O. Sech Bhavan, P.S. Electronic Complex, Kolkata 700091, West Bengal, being represented by its Director, **SRI DEBASHIS ROY** (PAN No. AOPPR3859H) son of Late Sunil Kumar Roy, residing at Village Panapukur, P.O. Bhangar, P.S. Kashipur, District - South 24-Parganas, Pin: 743502, West Bengal, by Religion Hindu, by religion – Hindu, Nationality Indian, by occupation Business, **And(2) NABHOMONI**

CONSTRUCTION PRIVATE LIMITED, (PAN: AAFCN9151R), a company incorporated under the Companies Act, 2013, having its registered office at at Merlin Matrix, Unit No.203, DN-10, Sector V, 2nd Floor, P.O. Sech Bhavan, P.S. Electronic Complex, Kolkata 700091, West Bengal **And (3) SHAIKHJASIMUDDINMANDAL** (PAN AJNPM0333L) (Aadhar No. 764707501155), son of Shaikh Bahar Ali Mandal, by nationality Indian, by faith Muslim, by occupation business -, residing at K/38/406, SP- Shukhobrishti, AA-III, New Town, P.O. + P.S. New Town, Kolkata – 700135, District – North 24 – Parganas, West Bengal **And (4) WASIM RAJA** (PAN AHVPR1724J) (Aadhar No. 343635252046), son of Abdur Rahed residing at 2, Rajdanga Main Road, P.O.- Haltu, P.S. - Kasba, Kolkata 700107, West Bengal by nationality Indian, by faith Muslim, by occupation business-, **And (5) ALISHA PARWEEN** (PAN DAVPP8811E (Aadhar No. 655332302260), wife of Wasim Raja, both residing at R.N.B. Apartment and covered car parking, 2, Rajdanga Main Road, P.O. Haltu, P.S. Kasba, Kolkata 700107, by nationality Indian, by faith Muslim, by occupation housewife, **And (6) SANDHYA RANI KANSABANIK** (PAN ADVPB9610P) (Aadhar No. 334498754876), W/o Ranendra Chandra Kansabanik, D/o Lt. Purna Chandra Banik, residing at Flat No. E303, Rail Vihar, P.O. New Town, P.S. New Town, Kolkata 700156, by nationality Indian, by faith Hindu, by occupation housewife -, **And (7)SUKDEB BHAUMIK**(PAN ACVPB5285F) (Aadhar No. 200790163299), S/o Lt. Nagendra Chandra Bhaumik, residing at Quarter No. 1028, Sector- 4B, P.O. - Bokaro Steel City, P.S. Bokaro Steel, District - Bokaro, Jharkhand-827004, by nationality Indian, by faith Hindu, by occupation business, **And (8) JOTSNARA KHATUN** (PAN BQSPK5992C) (Aadhar No. 841222463327), wife of Bakul Shaikh, by nationality Indian, by faith Muslim, by occupation housewife-, residing at Type IV/3, Nehu Campus, Mawkynroh, Umshing, Mawkymroh Limishing, East Khasi Hills, Meghalaya – 793022 **And (9) ABDUR RAJJAK** (PAN AJTPR18088) (Aadhar No. 404017569651), son of Abdus Sammad Molla, residing at No. 1, Dighirper (near Girls School Road), P.O. Canning Town, P.S. Canning, District – South 24 Parganas, PIN – 743329, West Bengal, by nationality Indian, by faith Muslim, by occupation business, and **(10) SOMA SARKAR** (PAN BMRPS5427B) (Aadhar No. 447668136359), Daughter of Late Gopal Chandra Sarkar, residing at 14/4, Chandidas Avenue, Durgapur - 5, District - Burdwan, Pin: 713205, by nationality Indian, by faith Hindu, by occupation business, **And (11) S. M. KAMRUZZAMAN** (PAN ANZPK5131A) (Aadhar No. 860536894184), S/o Altaf Hossain, residing Darbeshpara, P.O. - Raghunathganj, P.S. Raghunathganj, Pin: 742225, District Murshidabad, by nationality Indian, by faith Muslim, by occupation business, **And (12) SAHINA SABIN** (PAN AWAPS7285B) (Aadhar No. 329353717464), wife of Imrul Zaman, both (3) & (4) are residing at Village - Purusottampur, P.O. Pandua, P.S. Pandua, Pin: 712149, District – Hooghly, by nationality Indian, by faith Hindu, by occupation housewife, **And (13) SANJAY KUMAR** (PAN ABTPK1908P) (Aadhar No. 284812954316), son of Lt. Janardan Prasad Singh, residing at Ballam Singh Niwas, Nagra Toli, Ranchi 834001, by nationality Indian, by faith Hindu, by occupation business, **And (14) MINOO SAIF ALI** (PAN AFSPA3399D) (Aadhar No. 265391085190), S/o Md. Ashraf Ali, residing at 9B, Lower Range, 2nd Floor, P.O. Circus Avenue, P.S. Beniapukur, Kolkata 700017, by nationality Indian, by faith Muslim, by occupation business, **And (15) ALMINE ANJU ZARINE** (PAN AAKPZ5390A) (Aadhar No. 730226824673), W/o Abdul Galib, residing at 6 No. Tiljala Road, P.O. Tiljala P.S. Tiljala, Kolkata 700039, by nationality Indian, by faith Muslim, by occupation housewife, **And (16) MD. FARUK HOSSAIN** (PAN ABVPH9562L) (Aadhar No. 971663461763), S/o Md. Sanaullah, residing at Vill. Sankar Para, P.O. Bhabta, P.S.- Beldanga, Pin: 742134, District - Murshidabad, by nationality Indian, by faith Muslim, by occupation business, **And (17) MUSLIMA BIBI MOLLA** (PAN AQVPM4881C) (Aadhar No. 626739269872), W/o Rakibul Hassan Molla, residing at Village - Hossenpur, P.O. Minakhan, P.S. Minakhan, Pin: 743456, District - North 24 Parganas, by nationality Indian, by faith Muslim, by occupation housewife, **And (18) UTTAM KUMAR MAJUMDER** (PAN AJDPM4383N) (Aadhar No. 829258401366), S/o Mr. Chittaranjan Majumder, residing at 166, A.A. Road, W-16, Chandrapur Tate Co., P.O. Resham Bagan, P.S. East Agartala, Khayerpur, Pin: 799008, District West Tripura, by nationality Indian, by faith Hindu, by occupation business, **And (19) MONIRUL ISLAM** (PAN AACPI9002N) (Aadhar No. 896373637809), S/o Shahidul Islam, residing at 29B-164, Subrinagar Society, Bharimata Road, P.O. Nanpura, P.S. Bardoli, Pin: 395004, District - Surat, Gujarat, by nationality Indian, by faith Muslim, by occupation business, **And (20) SUSANTA DEB BARMA** (PAN

BVFPD2456L) (Aadhar No. 589782847514), S/o Mr. Bankim Chandra Deb Barma, residing at 105, Old Kalibari Lane, P.O. - Agartala P.S.- West Agartala, Pin: 799001, District - West Tripura, , by nationality Indian, by faith Hindu, by occupation business, **And (21) MD. IMTIAZ HOSSAIN** (PAN AKBPH4776P) (Aadhar No. 850084489122), S/o Md. Sanaullah, residing at Village - Sankar Para P.O.- Bhabta, P.S.- Beldanga, Pin- 742134, District - Murshidabad, by nationality Indian, by faith Muslim, by occupation business, **And (22) NURUDDIN MALLICK**(PAN ANUPM0775H) (Aadhar No. 928520687234), son of Rahul Amin Mallick, residing at Village Rasulpur, P.O. Puinan, P.S. - Dadpur, Pin: 712305, District Hooghly, by nationality Indian, by faith Muslim, by occupation business, **And (23) PARVIN SULTANA**(PAN HBBP66751J) (Aadhar No. 839750459806), wife of Abadur Rahaman, residing at Vill. Jampur, P.O. - Puinan, P.S. Dadpur, Pin: 712305, District Hooghly, by nationality Indian, by faith Muslim, by occupation housewife, **And (24) RUKSANA KHATUN**(PAN – DBJPK4992K) (Aadhar No. 653651955900), wife of Sk. Harun Mondal, residing at Village - Kantul, P.O. - Puinan, P.S. Dadpur, Pin: 712305, District Hooghly, by nationality Indian, by faith Muslim, by occupation housewife, **And (25) RAMJAN ALI SARKAR** (PAN BBLPS8297N) son of Late Abdul Malek Sarkar, residing at Vill. Jampur, P.O. - Puinan, P.S. - Dadpur, Pin: 712305, District Hooghly, by nationality Indian, by faith Muslim, by occupation business, **And (26) SK. HARUN MONDAL** (PAN CEGPM9182P) (Aadhar No. 866376369820), son of Late Abdur Rashid Mondal, residing at Vill. Kantul, P.O. Puinan, P.S. Dadpur, Pin: 712305, District Hooghly, by nationality Indian, by faith Muslim, by occupation business, **And (27) NOWAZ IMTIAZ HAIDER**(PAN AEFPH2634L) (Aadhar No. 254119904618), S/o Sk. Md. Haider Nowaz, residing at Vill. Gopalnagar, P.O. & P.S. Raghunathganj, District Mushidabad, Pin – 742225, West Bengal, by nationality Indian, by faith Muslim, by occupation business, **And (28) QUAZI TAHERUZZAMAN**(PAN ADHPT6700C) (Aadhar No. 689968305279), son of Late Quazi Halimuzzaman, residing at Khagragarh, P.O. Rajbati, P.S. Burdwan Sadar, District Burdwan, Pin: 713104, by nationality Indian, by faith Muslim, by occupation business, **And (29) ARJUN KUMAR DE**(PAN AOZPD9826Q) (Aadhar No. 995079788205), son of Late Jogesh Chandra De, residing at Vill & P.O.- West Noabadi, Amtali, Agartala P.S.- Bodh Jungnagar, District - West Tripura, Pin: 799008, by nationality Indian, by faith Hindu, by occupation business, **And (30) SK ALI HOSSAIN**(PAN ABMPH8339N) (Aadhar No. 783261596918), son of S/o Lt. Sk. Ajam Hossain, residing at Vill- Puinan P.O. - Puinan, P.S.- Dadpur, Pin: 712305, District Hooghly, by nationality Indian, by faith Muslim, by occupation business, **And (31) REBEKA KHATUN**(PAN CPNPK4142R), son of W/o Salim Shah, residing at Quarter No. IV/3/5 (New), Riverside, MBB College Campus, Collegetila, P.O.- Agartala College, P.S. - East Agartala, Tripura - 799004, District West Tripura, by nationality Indian, by faith Muslim, by occupation housewife-, **And (32) ALAK BHATTACHARYA**(PAN AJNPB2555R) (Aadhar No. 485978897979), S/o Satish Chandra Bhattacharya, residing at Kali Prasanna Road, Banamalipur, P.O. Agartala, P.S.- East Agartala, Pin: 799001, District - West Tripura, , by nationality Indian, by faith Hindu, by occupation housewife, **And (33) TAPAS KUMAR CHOUDHURY** (PAN ACRPC9828M) (Aadhar No. 860536894184), son of S/o Late Hirendra Lal Choudhury, residing at AA/39, Prafulla Kanan West, Krishnapur Road, P.O.- Prafulla Kanan, P.S.- Baguiati, Kolkata 700101, District North 24 Parganas, by nationality Indian, by faith Hindu, by occupation business, **And (34) JOSHNARA BEGUM**(PAN AIPPB0535Q) (Aadhar No. 796516973350), son of W/o Seikh Baharuddin, residing at H/No. 921, Gali Rabalia, Chowk Passion, Amritsar-1, Block Jalionwalabagh, P.O. Carromarket, P.S. Kotwali now Kathunangal, District - Amritsar, Pin: 143001, Punjab, by nationality Indian, by faith Muslim, by occupation housewife, **And (35) TUKUN KANSABANIK** (PAN AGWPK9926H) (Aadhar No. 945222400907), W/o Tapas Kumar Dutta and D/o Sri Ranendra Chandra Kansabanik, residing at E 303, Rail Vihar, P.O. - New Town, P.S. New Town, Kolkata 700156, District North 24-Parganas, by nationality Indian, by faith Hindu, by occupation business, **And (36) MONIRA BEGUM**(PAN AOSPB1861J) (Aadhar No. 582654405395), W/o Mir Motiur Rahaman and D/o Lt. Mir Abdur Rouf, residing at Vill - Indrani, P.O. Indrani, P.S. Khargram, District - Murshidabad Pin: 742159 by nationality Indian, by faith Muslim, by occupation housewife, **And (37) BIJOY BHAUMIK**(PAN AGGPB9590A) S/o Murari Mohan Bhaumik, residing at Village - Kanchanmala, P.O Kanchanmala, P.S. Amtali, District West Tripura, Pin: 799130, by nationality Indian, by faith Hindu, by occupation housewife, **And (38) ASHIS BASU**(PAN AC2PB4885H), son of Amal Kanti Basu, residing at P-21,

Rastraguru Avenue, 8, South Dum Dum, P.O.- Dum Dum, P.S.- Dum Dum, Kolkata 700 028, District North 24 Parganas, by nationality Indian, by faith Hindu, by occupation business, **And(39)ISHIKA BASU**(PAN AGOPB9906C), son of W/o Sri Ashis Basu, residing at P-21, Rastraguru Avenue, 8, South Dum Dum, P.O. Dum Dum, P.S. - Dum Dum, Kolkata - 700 028, District North 24 Parganas, by nationality Indian, by faith Hindu, by occupation housewife, **And(40)PRATIMA BASU** (PAN AXFPB3274R), son of W/o Sri Amal Kanti Basu, residing at P-21, Rastraguru Avenue, 8, South Dum Dum, P.O. - Dum Dum, P.S. - Dum Dum, Kolkata 700028, District North 24 Parganas, by nationality Indian, by faith Hindu, by occupation housewife, **And (41)GOUTAM BISWAS** (PAN AITPBO977G) (Aadhar No. 529791450706), son of S/o Sri Nihar Ranjan Biswas, residing at 296, Nilachal (Madhyapara), P.O. Birati, P.S.- Airport, Kolkata 700134, District North 24 Parganas, by nationality Indian, by faith Hindu, by occupation business, **And(42)BIJAYA BISWAS** (PAN BCXPB2005A) (Aadhar No. 207903097203), son of W/o Sri Goutam Biswas, residing at 296, Nilachal (Madhyapara), P.O. Birati, P.S.- Airport, Kolkata - 700134, District - North 24 Parganas, by nationality Indian, by faith Hindu, by occupation business, **And (43)SREENIBASH ROY** (PAN ABZPR9043C) (Aadhar No. 756562407947), S/o. Late Ashutosh Roy, residing at South West Corner of Central Jail, Banamalipur, Agartala, P.O. – Agartala, P.S. West Agartala, Pin: 799001, District West Tripura, by nationality Indian, by faith Hindu, by occupation business, **And(44)SANJOY MITRA** (PAN ATCPM6719M) (Aadhar No. 373279944116), S/o Niranjan Das, residing at 13, Krishnanagar, Nutan Pally, Agartala, P.O. Agartala, P.S. West Agartala, Pin 799001, District – West Tripura, by nationality Indian, by faith Hindu, by occupation business, **And(45)SANTANU DAS** (PAN AGPPD1998R) (Aadhar No. 355173315915), S/o Niranjan Das residing at 13, Krishnanagar, Nutan Pally, Agartala, P.O. Agartala, P.S. West Agartala, Pin 799001, District West Tripura, by nationality Indian, by faith Hindu, by occupation business, **And(46)SREEDHAR DAS SAHA** (PAN AHDPS9416Q) (Aadhar No. 902012614633), S/o Late Nimai Chand Saha, residing at Dhaleswar, P.O. Dhaleswar, P.S. East Agartala, Pin 799007, District West Tripura, by nationality Indian, by faith Hindu, by occupation business, **And(47)UTPAL CHANDRA DE** (PAN AGJPD2682C) (Aadhar No. 293426590623), S/o Fatiklal De, residing at Sarkar Para, Vill – Karaiyamura, P.O. East Bagabasa, P.S. Radhkishorepur, Pin – 799114, District Gomati Tripura, by nationality Indian, by faith Hindu, by occupation business, **And(48)RANJIT KUMAR GUPTA** (PAN ACVPG4603J) S/o Lt. Sachchidananda Sah, residing at Jhaunsagarhi, Dukhi Sah Road, P.O.- B. Deoghar P.S. Deoghar, Pin: 814117, District – Deoghar, by nationality Indian, by faith Hindu, by occupation business, **And(49)SHABNAM SHAH** (PAN KWEP55841F) (Aadhar No. 557449440064), D/o Sirajuddin Shah, residing at Vill. Satgachia, P.O.- Chak Bamangoria, P.S.- Nandanghat, Pin- 713513, District Purba Bardhaman, by nationality Indian, by faith Hindu, by occupation business, **And (50)SUJATA DAS CHAKRABORTY** (PAN ADOPD9057F) (Aadhar No. 525660443148), wife of Sumanta Chakrabarty and daughter of Late Harekrishna Das, residing at C/o, Mr. Hiranmay Chakrabarty, Ramkrishna Mission Road, Town Badowali, P.O. Agartala, P.S.- West Agartala, Tripura 799001, District- West Tripura, by nationality Indian, by faith Hindu, by occupation housewife, **And(51)JAYANTA BAGCHI** (PAN AGUPB361P), son of Lt. Shyamapada Bagchi, residing at 7, Pandey Lane, P.O.- Berhampore, P.S. Berhampore, Pin: 742101, District Murshidabad, by nationality Indian, by faith Hindu, by occupation business, **And(52)TOWFIQ AHMED MUSTAFA** (PAN AYOPM2414L) (Aadhar No. 224911145958, son of Lt. Kamal Md. Abdullah, residing at 10, Kasimbazar Road, P.O.- Kasimbazar, P.S.- Berhampore, Pin: 742102, District Murshidabad, by nationality Indian, by faith Muslim, by occupation business, **And(53)SIRAJUL ISLAM** (PAN ADVP17235H) (Aadhar No. 862863482116), son of Lt. Abdur Rahaman, residing at 85/A, Exhibition Bagan Road, P.O.- Berhampore, P.S. Berhampore, Pin: 742101, District Murshidabad, by nationality Indian, by faith Muslim, by occupation business, **And(54)AMZAD HOSSAIN** (PAN ACCPH7957D), son of S/o Md. Sanaullah, residing at Sankarpara, P.O. Bhabta, P.S. Beldanga, Pin- 742134, District – Murshidabad, West Bengal, by nationality Indian, by faith Muslim, by occupation business, **And(55)MINTU MAJUMDER**(PAN AXYPM1281G) (Aadhar No. 909033363581), son of Sri Chitta Ranjan Majumder, residing at 166, A.A. Road, W-16, Chandrapur Tate Co., P.O.- Resham Bagan, P.S.- East Agartala, Khayerpur, Pin:

799008, District West Tripura, by nationality Indian, by faith Hindu, by occupation housewife, **And(56)IMRUL ZAMAN** (PAN AAEPZ9218R) (Aadhar No. 880465644012), S/o Lt. Mohammad Ahia, S/o Lt. Mohammad Ahia, residing at Village - Purusottampur, P.O. Pandua, P.S. Pandua, Pin: 712149, District – Hooghly, by nationality Indian, by faith Muslim, by occupation business, **(57)ASIK AHMED**(PAN AFVPA7484E) (Aadhar No. 979144017567), son of Lt. Kamal Md. Abdullah, residing at 10, Kasimbazar Road, P.O.- Kasimbazar, P.S.- Berhampore, Pin: 742102, District – Murshidabad, by nationality Indian, by faith Muslim, by occupation business, **(58)MARIYAM NECCHA BIBI** (PAN DOOPB3518Q) (Aadhar No. 877213909842), W/o Abdur Rahim Molla Chhapna, P.O. Patharghata, P.S. New Town, District – North 24 Parganas, West Bengal, India, PIN – 700135, by nationality Indian, by faith Muslim, by occupation housewife, **(59)TAPAS KUMAR BANIK** (PAN ACQPB1038H) (Aadhar No. 651885076615), S/o Lt. Sukumar Banik, residing at P.O. Karimgang, P.S. - Karimgang, District - Karimgang, Subhasnagar, Karimganj, Assam, Pin- 788710, by nationality Indian, by faith Hindu, by occupation business, **(60)SUBRATA DEY** (PAN ANTPD6261A) (Aadhar No. 222343688883), S/o Gurudhan Dey, residing at Road No. 9, Joynagar, P.O. - Agartala, P.S. West Agartala, District Tripura, Pin- 799001, by nationality Indian, by faith Hindu, by occupation business, **(61)BISWAJIT SAHA** (PAN AVRPS8385E) (Aadhar No. 722086703629), S/o Mr. Anil Chandra Saha, residing at House No. 1, Ward No. Khosh Bagan, Surjya Road, Smriti Club, P.O. - Agartala, P.S. West Agartala, District - West Tripura, Pin- 799001, by nationality Indian, by faith Hindu, by occupation business, , **(62) BIPASA SAHA** (PAN BPGPS1351L) (Aadhar No. 416938879910), W/o Mr. Rajsekhar Saha, residing at 20M, Motilal Basak Lane, Kankurgachi, P.O Phoolbagan, P.S. Phoolbagan, Kolkata 700054, by nationality Indian, by faith Hindu, by occupation business, **(63) MONIRUL ISLAM** (PAN AACPI9002N) (Aadhar No. 896373637809), S/o Shahidul Islam, residing at 29B-164, Subrinagar Society, Bharimata Road, P.O. Nanpura, P.S. Bardoli, Pin: 395004, District - Surat, Gujarat, by nationality Indian, by faith Muslim, by occupation business, **(64) KUMARI SARITA SAHA**(PAN CHGPS5102Q) (Aadhar No. 826287098638), W/o Dr. M. K. Gupta, residing at Simargarha P.O. - Bilasi Town, P.S. Deoghar, Pin 814117, District - B. Deoghar, State - Tripura, by nationality Indian, by faith Hindu, by occupation housewife, **(65)SANJAY SUMAN** (PAN ABUPS1944A) (Aadhar No. 960299829862), S/o Jai Kishore Das, residing at “Gautam Bihar”, Neelanchal Compound, Ratu Road, Piksa More, P.O.- Hehal, P.S.- Sukhdeo Nagar, Ranchi, Pin- 834005, by nationality Indian, by faith Hindu, by occupation business, **(66) VED AZAAN RAHAMAN** (PAN DMNPR3137R) (Aadhar No. 821219842124), son of S/o Seikh Meheeb Rahman, residing at 109/27. Hazra Road, Kalighat, P.O.- Kalighat, P.S. - Tollygunge, Kolkata – 700026 , by nationality Indian, by faith Muslim, by occupation business, **And (67)MANISHANKAR MISHRA ALIAS MONISHANKAR MISHRA** (PAN ALJPM3084E) (Aadhar No. 346217605805), son of Bani Prasanna Misra, residing at Kalpadraam, Ramnagar Road, No. 2 Last End Ramnagar, Agartala, P.O. Ramnagar, P.S.- West Agartala, West Tripura, Pin: 799002, by nationality Indian, by faith Hindu, by occupation business, **And (68) NETAI LAL MALLIK** (PAN AVIPM4226F) (Aadhar No. 623083731097), S/o Bhagirath Chandra Mallik, residing at Ward No. 39, Milan Sangha, Water Supply Road, Arundhuti Nagar, P.O.- Arundhuti Nagar, P.S. West Tripura, Pin: 799003, by nationality Indian, by faith Hindu, by occupation business, **And (69)MOKSUD ALI MOLLA** (PAN ALRPM5296Q) (Aadhar No. 957207173671), S/o Lt. Md. Montaz Ali Molla, residing at Village & P.O. Jugdia, P.S. - Magrahat, Pin: 743355, District - South 24 Parganas, by nationality Indian, by faith Muslim, by occupation business, **(70)ABDUL LATIF** (PAN ABXPL5410B) (Aadhar No. 994280028850), S/o Golam Mustafa, residing at Srikantabati, P.O. Raghunathganj, P.S.- Raghunathganj, District Murshidabad, Pin- 742225, West Bengal, by nationality Indian, by faith Hindu, by occupation business, **(71)SOU MENDRA NARAYAN ROY** (PAN AAUPR6676B) (Aadhar No. 520229697678), S/o Lt. Mihir Kumar Roy, residing at Flat No. 3C, Third Floor, Saharsh Enclave, New Alkapuri, Dibadih, P.O. Doranda, P.S. - Argora, Ranchi, Jharkhand 834002, by nationality Indian, by faith Hindu, by occupation business, **(72)ABDUL AZIM MONDAL** (PAN AYKPM7678Q) (Aadhar No. 272733888549), son of Abdul Kasem Mondal, residing at Sekhpukur, P.O.- Pandua, P.S.- Pandua, Pin- 712149, District Hooghly, West Bengal, by

nationality Indian, by faith Hindu, by occupation business, **(73) RATAN KUMARCHOUDHURY** (PAN ABMPC7979B) (Aadhar No. 879501556829), S/o Lt. Sachindra Chandra Choudhury, residing at 94, A. K. Dutta Road, Agartala, P.O.- Agartala, P.S.-West Kotwali, Pin-799001, District - West Tripura, State-Tripura by nationality Indian, by faith Hindu, by occupation business, **(74) S.K. MAHAMMAD ALI** (PAN CKC S2543A) (Aadhar No. 749969340837), S/o Lt. Seikh Kadam Ali, residing at Gangeshnagar, P.O.- Sahabazar, P.S.- Dhaniakhali, Pin- 712402, District Hooghly, West Bengal, by nationality Indian, by faith Muslim, by occupation business, **(75) SUMINA PARVIN** (PAN BLGPP2671A) W/o Sk. Samiruddin, residing at Vill. Surat Singpur, P.O.- Kankrakhuli, P.S. Dhaniakhali, Pin: 712302, District - Hooghly, West Bengal, by nationality Indian, by faith Muslim, by occupation housewife, **(76) PRABALI DUTTA** (PAN ANOPD6364R) (Aadhar No. 975372165552), W/o Abhijit Datta, , residing at 32, Sanchita Park, SBBP Road, Bidhan Nagar, Durgapur, P.O-Durgapur ABL Township, P.S. New Township, Pin: 713206, District Bardhaman, West Bengal, by nationality Indian, by faith Hindu, by occupation housewife, **(77) S.K. KHAIRUJJAMAN** (PAN DG2PK2910K) (Aadhar No. 447465909877), S/o Lt. Abdul Gafur, residing at Vill- Muktikuri, P.O. Ilsoha- Mondlai, P.S. - Pandua, Pin-712146, District – Hooghly, by nationality Indian, by faith Muslim, by occupation business, **(78) MAHAMMAD DIDAR BOX** (PAN AJXPB6149B) (Aadhar No. 644336397989), S/o Lt. Sheikh Abdul Aziz, residing at Vill-Bamanpukur, P.O.- Sree Mayapur, P.S.- Nabadwip, Pin- 741313, District – Nadia, by nationality Indian, by faith Muslim, by occupation business, **(79) HASANUR JAMAL** (PAN AXRPJ77022) (Aadhar No. 610505225768), S/o Sekh Fazle Elahi, residing at Vill Bagrai, P.O.- Ban Nabagram, P.S.- Aushgram, Pin- 713152, District Purba Bardhaman, by nationality Indian, by faith Muslim, by occupation business, (Vendor Nos.3 to 79 all represented by **NAOLIN REALCON PRIVATE LIMITED** (PAN:AAFNO116N), a company incorporated under the Companies Act, 2013, having its registered office at Merlin Matrix, Unit No.203, DN-10, Sector V, 2ndFloor, P.O. Sech Bhavan, P.S. Electronic Complex, Kolkata 700091, West Bengal, being represented by its Director, **SRI DEBASHIS ROY** (PAN No. AOPPR3859H) son of Late Sunil Kumar Roy, residing at Village Panapukur, P.O. Bhangar, P.S. Kashipur, District - South 24-Parganas, Pin: 743502, West Bengal, by Religion Hindu, by religion – Hindu, Nationality Indian, by occupation Business, through the Power of Attorney dated 25th January, 2019 registered with the A.D.S.R Rajarhat, New Town, North 24 Parganas in Book No.I, Volume No 1523-2019, Pages 60122 to 60173, Being No 152301407 for the Year 2019, the Power of Attorney dated 3rd October, 2018 registered with the A.D.S.R Rajarhat, New Town, North 24 Parganas in Book No.I, Volume No 1523-2018, Pages 377373 to 377436, Being No 152311507 for the Year 2018, the Power of Attorney dated 30th October, 2018 registered with the A.D.S.R Rajarhat, New Town, North 24 Parganas in Book No.I, Volume No 1523-2018, Pages 377052 to 377097, Being No 152311517 for the Year 2018, the Power of Attorney dated 29th October, 2018 registered with the A.D.S.R Rajarhat, New Town, North 24 Parganas in Book No.I, Volume No 1523-2018, Pages 402033 to 402132, Being No 152312177 for the Year 2018, the Power of Attorney dated 24th September, 2018 registered with the A.D.S.R Rajarhat, New Town, North 24 Parganas in Book No.I, Volume No 1523-2019, Pages 370982 to 371061, Being No 2311204 for the Year 2018, the Power of Attorney dated 12th November, 2018 registered with the A.D.S.R Rajarhat, New Town, North 24 Parganas in Book No.I, Volume No 1523-2018, Pages 60192 to 60254, Being No 152301395 for the Year 2019, the Power of Attorney dated 25th January, 2019 registered with the A.D.S.R Rajarhat, New Town, North 24 Parganas in Book No.I, Volume No 1523-2019, Pages 67856 to 67904, Being No 152301637 for the Year 2019, the Power of Attorney dated 12th December, 2018 registered with the A.D.S.R Rajarhat, New Town, North 24 Parganas in Book No.I, Volume No 1523-2019, Pages 119478 to 119544, Being No 152303055 for the Year 2019, the Power of Attorney dated 27th November, 2020 registered with the A.D.S.R Rajarhat, New Town, North 24 Parganas in Book No.I, Volume No 1523-2020, Pages 386662 to 386696, Being No 152309776 for the Year 2020, The Power of Attorney executed by Md. Amzad Hossain, the Power of Attorney executed by Nabhomoni Construction Private Limited, the Power of Attorney dated 5th February, 2019, registered with the A.D.S.R Rajarhat, New Town, North 24 Parganas in Book No.I, Volume No 1523-2019, Pages 119720 to 119769, Being

No 152303053 for the Year 2019, the Power of Attorney dated 12th October, 2018, registered with the A.D.S.R Rajarhat, New Town, North 24 Parganas in Book No.I, Volume No 1523-2018, Pages 401897 to 401955, Being No 152312161 for the Year 2018, the Power of Attorney dated 27th December, 2018, registered with the A.D.S.R Rajarhat, New Town, North 24 Parganas in Book No.I, Volume No 1523-2019, Pages 119420 to 119477, Being No 152303063 for the Year 2019, the Power of Attorney dated 30th October, 2018, registered with the A.D.S.R Rajarhat, New Town, North 24 Parganas in Book No.I, Volume No 1523-2018, Pages 377052 to 377097, Being No 152311517 for the Year 2018, the Power of Attorney dated 21st January, 2019, registered with the A.D.S.R Rajarhat, New Town, North 24 Parganas in Book No.I, Volume No 1523-2019, Pages 130087 to 130147, Being No 152303364 for the Year 2019, the Power of Attorney dated 16th November, 2018, registered with the A.D.S.R Rajarhat, New Town, North 24 Parganas in Book No.I, Volume No 1523-2019, Pages 60589 to 60638, Being No 152301390 for the Year 2019, the Power of Attorney dated 14th November, 2018, registered with the A.D.S.R Rajarhat, New Town, North 24 Parganas in Book No.I, Volume No 1523-2019, Pages 52113 to 52163, Being No 152301153 for the Year 2019, the Power of Attorney dated 20th November, 2018, registered with the A.D.S.R Rajarhat, New Town, North 24 Parganas in Book No.I, Volume No 1523-2019, Pages 60529 to 60588, Being No 152301393 for the Year 2019, the Power of Attorney dated 4th December, 2018, registered with the A.D.S.R Rajarhat, New Town, North 24 Parganas in Book No.I, Volume No 1523-2019, Pages 119545 to 119609, Being No 152303054 for the Year 2019 (hereinafter collectively referred to as the **“LANDLORDS/VENDORS”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include as far as the companies are concerned their respective successor, successors in interest and assigns and as far as the individuals are concerned their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**

AND

NAOLIN REALCON PRIVATE LIMITED (PAN:AAFNO116N), a company incorporated under the Companies Act, 2013, having its registered office at Merlin Matrix, Unit No.203, DN-10, Sector V, 2ndFloor, P.O. Sech Bhavan, P.S. Electronic Complex, Kolkata 700091, West Bengal, being represented by its Director, **SRI DEBASHIS ROY** (PAN No. AOPPR3859H) son of Late Sunil Kumar Roy, residing at Village Panapukur, P.O. Bhangar, P.S. Kashipur, District - South 24-Parganas, Pin: 743502, West Bengal, by Religion Hindu, by religion – Hindu, Nationality Indian, by occupation Business, hereinafter called and referred to as the **“DEVELOPER”**(which expression shall unless repugnant to the context or meaning thereof shall include its successors-in-interest and/or permitted assigns of the **SECOND PART**.

AND

_____, (PAN: _____), (AADHAAR No. _____), Son of _____, by nationality: Indian, by faith: Hindu, by occupation: Service, residing at _____, hereinafter called the **“ALLOTTEE”** (which expression shall unless repugnant to the context or meaning thereof shall include his/ her/ their respective heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

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 and amendments thereto;
- (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 Act and the Rules;
(d) **“Section”** means a section of the Act.

All other words as defined in the **Sixth Schedule** here under shall have the meaning as ascribed to them.

WHEREAS:

- A. The Vendors are the joint and absolute owners of All That the piece and parcel of land containing total area of 96.279 Cottahs (158.8611 Dcml.) more or less situated accumulatively at **Mouza Chapna**, J.L. No. 35, comprised in R.S./L.R. Dag No. 151 under L.R. Khatian nos. 1016, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1027, 1029, 1026, 1028, 1030, 1031, 1059 and at **Mouza Patharghata**, J.L. No. 36, comprised in R.S./ L.R. Dag Nos. 3187, 3191, 3191/3815, 3192, 3194, 3195, 3196 under L.R. Khatian Nos. 5779, 6114, 6524, 6526, 6149, 6141, 5801, 5784, 5904, 5899, 6150, 6146, 5805, 6129, 6128, 6127, 6125, 6126, 6144, 6131, 6143, 6145, 6130, 6574, 6360, 5902, 6575, 5780, 6359, 6148, 5901, 5803, 6362, 6355, 6361, 6357, 6356, 5903, 6358, 2745, 2747, 6826, 6827, 6828, 6829, 6164, 6165, 6816, 6818, 6821, 6820, 5802, 6819, 6817, 6823, 6824, 6151, 6132, 6140, 6525, 5900, 5804, 6163, 6133, 6142, 6124, 5898, 2740, 6970, 6969 all under the Patharghata Gram Panchayat, Police Station - New Town, (previously Rajarhat), District North- 24 Parganas (herein after referred to as the **said Entire Land**), morefully described in the **FIRST SCHEDULE** hereto , which the Vendors have acquired in the manner contemplated in the ‘Devolution of Title’, morefully described in the **SECOND SCHEDULE** hereto.
- B. By Development Agreement the dated 25th January, 2019 registered with the A.D.S.R Rajarhat, New Town, North 24 Parganas in Book No.I, Volume No 1523-2019, Pages 60122 to 60173, Being No 152301407 for the Year 2019.The Development Agreement dated 3rd October, 2018 registered with the A.D.S.R Rajarhat, New Town, North 24 Parganas in Book No.I, Volume No 1523-2018, Pages 377373 to 377436, Being No 152311507 for the Year 2018,The Devepment Agreement dated 14th September, 2018 registered with the A.D.S.R Rajarhat, New Town, North 24 Parganas in Book No.I, Volume No 1523-2018, Pages 395215 to 395287, Being No 152310847 for the Year 2018,The Development Ahreement dated 29th October, 2018 registered with the A.D.S.R Rajarhat, New Town, North 24 Parganas in Book No.I, Volume No 1523-2018, Pages 402033 to 402132, Being No 152312177 for the Year 2018,The Development Agreement dated 24th September, 2018 registered with the A.D.S.R Rajarhat, New Town, North 24 Parganas in Book No.I, Volume No 1523-2019, Pages 370982 to 371061, Being No 2311204 for the Year 2018, The Development Agreement dated 12th November, 2018 registered with the A.D.S.R Rajarhat, New Town, North 24 Parganas in Book No.I, Volume No 1523-2018, Pages 60192 to 60254, Being No 152301395 for the Year 2019,The Development Agreement dated 25th January, 2019 registered with the A.D.S.R Rajarhat, New Town, North 24 Parganas in Book No.I, Volume No 1523-2019, Pages 67856 to 67904, Being No 152301637 for the Year 2019, The Development Agreement dated 12th December, 2018 registered with the A.D.S.R Rajarhat, New Town, North 24 Parganas in Book No.I, Volume No 1523-2019, Pages 119478 to 119544, Being No 152303055 for the Year 2019,The Development Agreement dated 18th October, 2019 registered with the A.D.S.R Rajarhat, New Town, North 24 Parganas in Book No.I, Volume No 1523-2019, Pages 563493 to 563554, Being No 152314045 for the Year 2019, The Development Agreement executed by Md. Amzad Hossain, the Power of Attorney executed by Nabhomoni Construction Private Limited, The Development Agreement. dated 5th February, 2019, registered with the A.D.S.R Rajarhat, New Town, North 24 Parganas in Book No.I, Volume No 1523-2019, Pages 119720 to 119769, Being No 152303053 for the Year 2019, The Development Agreement dated 12th October, 2018, registered with the A.D.S.R Rajarhat, New Town, North 24 Parganas in Book No.I, Volume No 1523-2018, Pages 401897 to 401955, Being No 152312161 for the Year 2018, The Development Agreement dated 27th December, 2018, registered with the A.D.S.R Rajarhat, New Town, North 24 Parganas in Book No.I, Volume No 1523-2019, Pages 119420 to 119477, Being No 152303063 for the Year 2019,The

Development Agreement dated 14th September, 2018, registered with the A.D.S.R Rajarhat, New Town, North 24 Parganas in Book No.I, Volume No 1523-2018, Being No 152310847 for the Year 2018, The Development Agreement dated 16th November, 2018, registered with the A.D.S.R Rajarhat, New Town, North 24 Parganas in Book No.I, Volume No 1523-2018, Pages 60589 to 60638 Being No 152301390 for the Year 2019, the Development Agreement dated 21st January, 2019, registered with the A.D.S.R Rajarhat, New Town, North 24 Parganas in Book No.I, Volume No 1523-2019, Pages 130087 to 130147, Being No 152303364 for the Year 2019, the Development Agreement dated 14th November, 2018, registered with the A.D.S.R Rajarhat, New Town, North 24 Parganas in Book No.I, Volume No 1523-2019, Pages 52113 to 52163, Being No 152301153 for the Year 2019, the Development Agreement dated 20th November, 2018, registered with the A.D.S.R Rajarhat, New Town, North 24 Parganas in Book No.I, Volume No 1523-2019, Pages 60529 to 60588, Being No 152301393 for the Year 2019, the Development Agreement dated 4th December, 2018, registered with the A.D.S.R Rajarhat, New Town, North 24 Parganas in Book No.I, Volume No 1523-2019, Pages 119545 to 119609, Being No 152303054 for the Year 2019 the Developer herein has acquired development and construction rights in respect of the said Entire Land more fully described in the “Devolution of Title” described in the **Second Schedule** hereunder.

- C. The Developer has caused Building Plan No. 18/RPS dated 05/01/2023 being sanctioned by the Rajarhat Panchayat Samity pursuant to the NOC issued by the New Town Kolkata Development Authority vide Memo No. 7312/NKDA/BPS-04(63)/2014 (herein after referred to as the **said Plan**) presently for the construction of G+7 (Ground plus seven) storied Towers/Blocks comprising residential units, commercial units, car parking spaces and other constructions to be developed on the said Entire Land or part thereof (hereinafter collectively referred to as the **said Project**) and to be known as **SUNSHINE ENCLAVE**.
- D. The Allottee(s) has/have applied for allotment of an apartment and covered car parking and a covered car parking space in the said Project through Application No..... dated (having Customer ID No._____, dated _____) and has/have been allotted Apartment and covered car parking No. ____, on the ____ floor, measuring a carpet area of ____ square feet, more or less, corresponding to super built-up area of ____ square feet, more or less, in the Block/Tower no. ____, (hereinafter referred as the **said Block/Tower**), within the residential/commercial housing complex/project named “**Sunshine Enclave**” together with pro-rata share in the Common Areas of the said Project, which Common Areas is defined in **PART-I** of the **THIRD SCHEDULE** hereunder written and/or as defined under clause (n) of Section 2 of the Act to the extent applicable to the said Project (morefully described in the **FOURTH SCHEDULE** hereunder written and collectively the said “**APARTMENT AND COVERED CAR PARKING**”) and a floor plan showing the Apartment and covered car parking in “**RED**” border thereon is annexed hereto and marked as “**ANNEXURE-A**”.
- E. The common areas of the said Project, inter alia, will have amenities and facilities, some of which are situated within Schedule Property being constructed/having been constructed and the others are to be situated in other parts of the Project and/or the Project to be built in the different phases of the Project on the Schedule Property, all of which, however, (irrespective of the location thereof and the phase(s) in which they will be constructed) are/would be earmarked and/or meant to be used in common by all the Allottee of the said Project, in due course, as and when they are available for use and enjoyment, depending upon the progress of the construction and development of the Project on the Schedule Property, as the case may be. The details of the common areas available for use in common by all the Allottee of the Project are given in **PART-I** of the **THIRD SCHEDULE** hereunder written (collectively the “**COMMON AREAS**”).
- F. The Parties have gone through all the terms and conditions set-out in this Agreement and have understood the mutual rights and obligations detailed herein.

- G. The Parties hereby confirm that they are signing this Agreement with full knowledge of all laws, the Act, rules, regulations, notifications, etc., applicable to the Project including the phase(s) consisting in the Project to which this Agreement relates.
- H. The Parties have clearly understood that registration of this agreement is mandatory as prescribed under the provisions of Section 13(1) of the Act and the Parties will comply with this mandatory requirement. In case of failure and/or non-compliance of this mandatory requirement by the Parties or any of them, then, and in such event, this Agreement shall be deemed to have been cancelled and the consequences arising out therefrom as mentioned elsewhere in this Agreement will follow.
- I. The Allottee has been made aware and have unconditionally agreed that the Allottee of apartment and covered car parkings in other phases of the entire Project shall also have complete and unhindered access to all Common Areas, as more fully described in **Part-I of the THIRD SCHEDULE** hereunder written as also to all amenities and facilities of the Project which are meant or allowed by the Developer for use and enjoyment by such other co-Vendors and/or third parties, as the case may be.
- J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendors hereby agree to sell, the Developer hereby agrees to construct and the Allottee(s) hereby agree(s) to purchase the said Apartment and covered car parking, as specified in para "E" above in the manner mentioned below.
- L. The Developer has duly proceeded and complied with the statutory formalities and/or the processes mostly thereof, to obtain registration of the said Project under the said Act from the regulatory authority.

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 agree to sell to the Allottee, the Developer agrees to construct and the Allottee(s) hereby agree(s) to purchase, the said Apartment and covered car parking as more fully described in the **FOURTH SCHEDULE** herein below.
- 1.2 The Total Price for the Apartment and covered car parking based on the super built-up area of the Apartment and covered car parking is **Rs. _____/- (Rupees _____) only** as per the details given in **Part-I of the FIFTH SCHEDULE**" hereunder written (the "**TOTAL PRICE**") and set forth value is **Rs. _____/- (Rupees _____) only.**
- 1.3 The Total Price has been arrived at in the following manner:

Sl. No.	Description	Rate Per Sq.Ft. (In INR)	Amount (In INR)
A.	Unit Price: Cost of Apartment and Covered Car Parking Space	_____-/-	_____-/-

	Sub-Total		_____-/- _____-/- _____-/-
B.	Other Charges:		
	(a) Proportionate share of installation of Transformer and Main Electricity charges calculated @ Rs. ____/- per sq. ft. On super built-up area.		
	(b) Legal/documentation Charges per Apartment and covered car parking. Documentation charges exclude registration/commissioning charges, stamp duty and registration fees, which shall be paid extra by the Allotees at actual.	(b) Rs. _____-/- (Rupees _____) only.	
	(c) Common area maintenance charges for 12 months after date of declaration for taking possession.	(c) Rs. _____-/- (Rupees _____) only.	
	Sub-Total		
			Rs. _____-/- (Rupees _____) only.
C	Total GST (Goods and Service Tax)		Rs. _____-/- (Rupees _____) only.
	Total Price (A + B + C)		Rs. _____-/- (Rupees _____) only

1.3.1 In addition to the aforesaid Total Price, the following charges shall be paid at actual/or as mentioned by the Developer as per payment schedule:

- (a) Cost of Electric Meter;
- (b) Stamp Duty/Registration Charges/Commissioning charges and other Incidental Expenses;
- (c) Charges for mutation and separate assessment of the Apartment and covered car parking mutation fee, if any, and other miscellaneous charges and incidental charges in relation to the mutation;
- (d) Costs charges and expenses for providing satellite cable TV connection per such connection as per actuals; and
- (e) Costs for providing MS Grill for the Windows, plus applicable taxes, if required; and;
- (f) Interest Free Sinking Fund on actual after handover.

1.3.2 The Interest Free advance common area maintenance charges have been calculated on a proposed estimated cost and may vary as per actuals at the time of possession.

1.3.3 The above-mentioned Advance common area maintenance and Sinking Fund may, if so decided, be taken by the Developer in the name of such body as may be so constituted by the Developer.

1.3.4 The Total Price is subject to the following explanations:

- (i) The Total Price above includes the booking amount (being 10% of the Total Unit Price inclusive of applicable Taxes) paid by the Allottee(s) to the Developer towards the Apartment and covered car parking.
- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Developer, as applicable, by way of Goods and Services Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer, (by whatever name called) up to the date of handing over the possession of the Apartment and covered car parking to the Allottee(s) and the Project to the Association of Allottee after obtaining the completion certificate.

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the said Project (which may be extended) the same shall not be charged from the Allottee(s).

- (iii) The Developer shall periodically intimate in writing to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Allottee(s) the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of Apartment and covered car parking includes recovery of price of land, cost of construction of not only the Apartment and covered car parking but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the Apartment and covered car parking, lift, water line and plumbing, tiles, doors, windows, fire detection and fire-fighting equipment in the Common Areas, maintenance deposits and other charges as mentioned in Clause 1.2 above and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and covered car parking and the Project.

1.4 The Total Price is escalation-free, save and except increases which the Allottee(s) hereby agree(s) to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, costs/charges imposed by the competent authorities, the Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter/email being issued to the Allottee(s), which shall only be applicable on subsequent payments Provided That if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project (as extended) the same shall not be charged from the Allottee(s).

1.5 The Allottee(s) shall make the payment to the Developer as per the payment

plan set out in **Part – II** of the **FIFTH SCHEDULE** hereto (the “**PAYMENT PLAN**”).

- 1.6 It is agreed that the Developer shall not make any additions and/or alterations in the sanctioned plan of the Project, lay-out plans and specifications and the nature of fixtures, fittings and amenities described herein in **Part-II** of **THIRD SCHEDULE** herein (which shall be in conformity with the advertisement, prospects etc. on the basis of which sale is effected) in respect of the Apartment and covered car parking without the previous written consent of the Allottee(s), as per the provisions of the Act, provided that, the Developer may make such minor additions or alterations, as may be required by the Allottee(s) provided such minor changes or alteration are as per the provisions of the Act.
- 1.7 The Developer shall confirm to the Allottee(s) the final carpet area of the Apartment and covered car parking that has been allotted to the Allottee(s) after the construction of the Building/Block/Tower in which the Apartment and covered car parking is situated is complete and the occupancy certificate (or such other certificate by whatever name called is issued by the competent authority) 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 Developer. If there is reduction in the carpet area, then the Developer shall refund the excess money paid by the Allottee(s) within 45 (forty five) days with annual interest at the rate as, prescribed in the Rules, from the date when such an excess amount was paid by the Allottee(s). If there is an increase in the carpet area, which is not more than three (3%) percent of the carpet area of the apartment and covered car parking allotted to the Allottee(s), the Developer may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in **PART-II** of the **FIFTH SCHEDULE**. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this Agreement.
- 1.8 Subject to Para 10.3 below the Developer agrees and acknowledges, that the Allottee(s) shall have the right to the Apartment and covered car parking as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the Apartment and covered car parking;
 - (ii) The Allottee(s) shall also have undivided proportionate share in the Common Areas. Since the share/interest of the Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) shall use all Common Areas along with other Allottee(s), maintenance staff etc. of the Project, without causing any inconvenience or hindrance to them. Further, the right of the Allottee(s) to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Developer shall hand over the Common Areas to the Association of Allottee(s) after duly obtaining the Completion Certificate from the competent authority as provided in the Act.
 - (iii) The rights of the Allottee(s) are limited to ownership of the said Apartment and covered car parking and the Allottee(s) hereby accept(s) the same and the Allottee(s) shall not, under any circumstances, raise any claim, of ownership, contrary to the above.
 - (iv) The Common Areas shall always be and remain subject to change and modification, as may be deemed fit and necessary by the Developer (without affecting the rights of the Allottee(s), prejudicially) to accommodate its future plans regarding the said Entire Land and/or the said Project and the Allottee(s) hereby accept(s) the same and shall not, under any circumstances, raise any objection, or hindrances thereto and/or shall be deemed to have granted an unconditional approval to such change in Common Areas.

- (v) The Allottee(s) shall only have user rights in the Common Areas of the Project to the extent required for beneficial use and enjoyment of the said Apartment and covered car parking and the Allottee(s) hereby accept(s) the same and the Allottee(s) shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Common Areas of the Project.
 - (vi) The Allottee(s) has/have the right to visit the Project site, to assess the extent of development of the Project and the Apartment and covered car parking, as the case may be.
 - (vii) The computation of the price of the Apartment and covered car parking also includes the cost of the car parking, as the case may be, if any, allotted to the Allottee(s) by the Developer and as so mentioned in the **FOURTH SCHEDULE** hereto.
- 1.9 It is made clear by the Developer and the Allottee(s) agree(s) that the Apartment and covered car parking (along with the covered independent / covered dependent parking / open independent / basement independent / basement dependent / Mechanical car parking / Two wheeler Parking, as the case may be, if any, allotted to the Allottee(s) by the Developer and as so mentioned in the **FOURTH SCHEDULE** hereto) shall be treated as a single indivisible unit for all purposes. It is agreed that the said Project is an independent self-contained Project covering the said Entire Land and/or the additions made thereto 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(s). It is clarified that the Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) (including the Allottee(s) herein) of the Project.
- 1.10 The Developer agrees to pay all outgoing before transferring the physical possession of the apartment and covered car parkings to the Allottee(s), which the Developer has collected from the Allottee(s) (including the Allottee(s) herein) for the payment of outgoings (including land cost, ground rent, panchayet or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances, and such other liabilities payable to competent authorities, banks(s) and financial institutions which are related to the Project). If the Developer fails to pay all or any of the outgoings collected from the Allottee(s), (including the Allottee(s) herein) or any liability, mortgage loan and interest thereon before transferring the apartment and covered car parkings respectively to the Allottee(s), then, and in such event, the Developer agrees to be liable, even after the transfer of the Apartment and covered car parking, 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 proceeding which may be taken therefore by such authority or person.
- 1.11 The Allottee(s), has/have paid a sum of **Rs. _____/- (Rupees _____ only)** towards part payment of the Total Price of the Apartment and covered car parking, which includes booking amount i.e. 10% of the Total Price of the Apartment and covered car parking inclusive of applicable taxes, the receipt of which the Developer hereby acknowledges and the Allottee(s) hereby agree(s) to pay the remaining price of the Apartment and covered car parking as prescribed in the Payment Plan (**Part – II** of the **FIFTH SCHEDULE** hereunder written) as may be demanded by the Developer within the time and in the manner specified therein.

Provided that if the Allottee(s) delay(s) in payment towards any amount, which is payable, the Allottee(s) shall be liable to pay interest at the rate prescribed in the Rules.

2. **MODE OF PAYMENT:**

- 2.1 Subject to the terms of the Agreement, the Allottee(s) shall make all payments and the Developer abiding by the construction milestones, on written demand/e-mail by the Developer, within the stipulated time as mentioned in the Payment Plan or otherwise, through account payee cheque/ demand draft/banker's cheque or online payment (as applicable) in favour of ' _____ ', payable at Kolkata or in the manner mentioned in the said demand/email. Outstation cheques shall not be accepted.

3. COMPLIANCE OF LAW RELATING TO REMITTANCES:

- 3.1 The Allottee(s), 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 there under or any statutory amendment(s) 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 Developer with such permission, approvals which would enable the Developer to fulfil 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(s) understand(s) and agree(s) that in the event of any failure on Allottee's part to comply with the applicable guidelines issued by the Reserve Bank of India, the Allottee(s) 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 Developer accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee(s) shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottee(s) and such third party shall not have any right in the application/allotment of the said Apartment and covered car parking applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottee(s) only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee(s) authorize(s) the Developer to adjust/appropriate all payments made by the Allottee(s) under any head(s) of dues against lawful outstanding of the Allottee(s) against the Apartment and covered car parking, if any, in the Allottee's name and the Allottee(s) undertake(s) not to object/demand/direct the Developer to adjust his/her/their payments in any manner.

5. TIME IS ESSENCE:

The Developer shall abide by the time schedule for completing the said Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment and covered car parking to the Allottee(s) and the Common Areas to the Association of Allottee(s) or the competent authority, as the case may be. The Common Areas, Amenities and Facilities of the said Project, however, will be handed over only upon of completion of the full Project in due course of time.

6. CONSTRUCTION OF THE PROJECT/APARTMENT AND COVERED CAR PARKING:

The Allottee(s) has/have seen and accepted the proposed layout plan of the

Apartment and covered car parking and also the floor plan as also shown in **Annexure-A** to the specifications, amenities and facilities of the Apartment and covered car parking/Project as mentioned in the **Part II** of the **THIRD SCHEDULE** hereto and has/have accepted the same which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms of this Agreement, 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 concerned authority(ies) and shall not have an option to make any variation/alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT AND COVERED CAR PARKING:

- 7.1 **Schedule for Possession of the Apartment and covered car parking** - The Developer agrees and understands that timely delivery of possession of the said Apartment and covered car parking to the Allottee(s) is the essence of the Agreement. The Developer assures to hand over possession of the Apartment and covered car parking along with right to use Common Areas with all specifications, amenities and facilities of the Project to be in place by June 2026 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 said Project (the "**FORCE MAJEURE**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee(s) agree(s) that the Developer shall be entitled to the extension of time for delivery of possession of the Apartment and covered car parking, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agree(s) and confirm(s) that, in the event it becomes impossible for the Developer to implement the Said-Project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee(s) the entire amount received by the Developer from the allotment within 45 (forty five) days from that date. The Developer shall intimate to the Allottee(s) about such termination at least thirty (30) days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agree(s) that the Allottee(s) shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.2 **Procedure for taking Possession-** The Developer, upon obtaining the Occupancy Certificate (or such other certificate by whatever name called issued by the competent authority) from the competent authority shall within a maximum period of fifteen (15) days from such date (the "**NOTICE OF POSSESSION**") offer in writing the possession of the Apartment and covered car parking, to the Allottee(s) in terms of this Agreement by sending the notice of such offer by speed post/e-mail calling upon the Allottee(s) to take possession of the Apartment and covered car parking within a maximum of ninety (90) days from the date of receipt of the said Notice of Possession by the Allottee. (the "**POSSESSION DATE**"). Provided that the conveyance deed of the Apartment and covered car parking in favor of the Allottee(s) shall be executed and registered by the Developer (subject, however, to the Allottee(s) making all payments as mentioned in the **FIFTH SCHEDULE** hereto and taking possession of the Apartment and covered car parking in terms of the Notice of Possession and making payment of the stamp duty, registration charges and legal charges & expenses to the Developer as per requisition of the Developer). The Developer agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Developer. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Developer/Association of Allottee, as the case may be after the issuance of the occupancy certificate for the Said Project. The Developer shall hand over

a copy of the occupancy certificate (or such other certificate by whatever name called issued by the competent authority) of the Building/Block/Tower which consist of inter alia the Said Apartment and covered car parking, as the case may be, to the Allottee(s) at the time of conveyance of the Apartment and covered car parking in favour of the Allottee(s).

7.3 **Failure of the Allottee to take Possession of Apartment and covered car parking** - Upon receiving the Notice of Possession from the Developer, as per para 7.2, the Allottee(s) shall take possession of the said Apartment and covered car parking from the Developer within the Possession Date by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the said Apartment and covered car parking to the Allottee(s). In case the Allottee(s) fail(s) to take possession within the time provided in para 7.2 and/or even after the expiry of the Possession Date, such Allottee(s) shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4 **Possession by the Allottee-** After obtaining the occupancy certificate or such other certificate by whatever name called issued by the competent authority, and handing over physical possession of the Apartment and covered car parking(s) to the Allottee(s), it shall be the responsibility of the Developer to hand over the necessary documents and plans, including Common Areas, to the Association of Allottees or the competent authority, as the case may be, as per the local laws i.e. the West Bengal Apartment and covered car parking Ownership Act, 1972 or any other similar statute as applicable.

7.5 **Cancellation by Allottee-**

The Allottee(s) shall have the right to cancel/withdraw his/her/its allotment in the Project as provided in the Act.

Provided that, where the Allottee(s) propose(s) to cancel/withdraw from the Project without any fault of the Developer, the Developer herein shall be entitled to forfeit the Booking Amount (being 10% of the Total Price inclusive of applicable Taxes) paid for the allotment, along with the interest liabilities, and together with deduction of such other tax/levy as may be applicable at the time of such withdrawal by the Allottee(s). The balance amount of money paid by the Allottee shall be returned by the Developer to the Allottee(s) within 45 (forty five) days of such cancellation. Such refund shall be made without any interest or compensation and all charges and expenses that may be incurred by the Developer in making such refund shall be borne by the Allottee(s).

Upon withdrawal or cancellation of allotment by the Allottee(s) under this Agreement, the Developer shall have the right to re-allot the said Apartment and covered car parking to any third party thereafter and the prior allotment in favour of the Allottee (s) will stand cancelled. All rights of the Allottee(s) under any allotment letter issued or this Agreement shall also stand terminated.

7.6 **Compensation –**

The Developer shall compensate the Allottee(s) in case of any loss caused to him/them due to defective title of the land, on which the 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 Developer fails to complete or is unable to give possession of the Apartment and covered car parking (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business

as a developer on account of suspension or revocation of the registration under the Act or for any other reason, the Developer shall be liable, on demand to the Allottee(s), in case the Allottee(s) doth (do) wish to withdraw from the said Project, without prejudice to any other remedy available, to return the total amount received by it in respect of the said Apartment and covered car parking, along with interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules within 45 (forty-five) days of it becoming due.

Provided That where the Allottee(s) doth (do) not intend to withdraw from the Project, the Developer shall pay the Allottee(s) interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules for every month of delay, till the handing over of the possession of the said Apartment and covered car parking, which shall be paid by the Developer to the Allottee(s) within 45 (forty-five) days of it becoming due.

8. REPRESENTATION AND WARRANTIES OF THE DEVELOPER:

The Developer hereby represents and warrants to the Allottee(s) as follows:

- (i) The Vendors have absolute, clear and marketable title with respect to the said Entire Land; and the Developer has the requisite rights to carry out development upon the said Entire Land and the Vendors are having absolute, actual, physical and legal possession of the said Entire Land and the Developer is having permissive possession thereof for construction and development of the said Project;
- (ii) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of different phases of the Project;
- (iii) There are no encumbrances upon the said Entire Land or the said Project save and except the loan/financial assistance granted in favour of the Developer against security of the said Entire Land and the construction having already been made and/or being made. In case of any loan or financial arrangement, the Developer shall cause the said bank(s)/financial institution(s), if necessary, to issue no objection letter in favour of the Allottee(s) to enable the Allottee(s) to take home loan from any bank or financial institution for financing the purchase of the said Apartment and covered car parking and the Developer further undertakes that the Developer shall cause the said bank(s) to release the said Apartment and covered car parking from the mortgage created by the Developer on or before the Developer executing the Deed of Conveyance of the said Apartment and covered car parking in favor of the Allottee(s)..
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Entire Land and/or said Project and/or the said Apartment and covered car parking.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the said Project and/or the said Entire Land and said Apartment and covered car parking are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Entire Land, building, Apartment and covered car parking and Common Areas;
- (vi) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any

person or party with respect to the said Entire Land , including the Project and the said Apartment and covered car parking which will, in any manner, affect the rights of Allottee(s) under this Agreement;

- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the Apartment and covered car parking to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment and covered car parking to the Allottee(s) and the Common Areas to the Association of Allottee or the competent authority, as the case may be at the time of completion of entire Project.
- (x) The said Entire Land 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 said Entire Land;
- (xi) The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to said Project to the competent Authorities till the completion certificate has been issued and possession of Apartment and covered car parking or Building/Block/Tower, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities as mentioned in the **Part - I** and **Part - II** of the **THIRD SCHEDULE** hereto) have been handed over to the Allottee(s) and the Association of Allottees or the Competent Authority, as the case may be,
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Entire Land or any part thereof) has been received by or served upon the Developer in respect of the said Entire Land and/or the said Project.

9. EVENT OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the Force Majeure clause, the Developer shall be considered under a condition of Default, in the following events:
 - (i) The Developer fails to provide ready to move in possession of the Apartment and covered car parking to the Allottee(s) within the time period specified in para 7.1 or fails to complete the Complex/Project within the stipulated time disclosed at the time of registration of the Complex/Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Apartment and covered car parking shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
 - (ii) Discontinuance of the Developer's business as a developer on account of suspension or revocation of Developer's registration under the provisions of the Act or the Rules or Regulations made there under.
- 9.2 In case of Default by the Developer under the conditions listed above, the Allottee(s) is/are entitled to the following:
 - (i) Stop making further payments to the Developer as demanded by the Developer. If the Allottee(s) stop(s) making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next

- payment without any interest; or
- (ii) The Allottee(s) has/have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Apartment and covered car parking, along with interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules, within 45 (forty five) days of receiving the termination notice.
 - (iii) Provided that, where the Allottee(s) do(es) not intend to withdraw from the Said Project/Complex or terminate the Agreement, the Allottee(s) shall be paid, by the Developer, interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment and covered car parking, which shall be paid by the Developer to the Allottee(s) within 45 (forty five) days of the same becoming due.

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

- (i) In case the Allottee(s) fail(s) to make payment for the demands made by the Developer as per the Payment Plan, of any amount due and payable by the Allottee(s) under this Agreement (including his/her/its/their proportionate share of taxes, levies and other outgoings) despite having been issued notice in that regard. It is further clarified that, reminders and or notices for payment of instalments or notice for rectification of default as per the Payment Schedule shall also be considered as Demand for the purpose of this clause. In such event the Allottee(s) shall be liable to pay to the Developer, interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules or any rate as may be prescribed by the Rules under the Act on all unpaid amounts from the date the amount is payable by the Allottee(s).
- (ii) Without prejudice to the right of the Developer to charge interest in terms of Clause 10.3 (i) above, in case of default by the Allottee(s) under Clause 10.3 (i) above continues for a period beyond two (2) consecutive months after notice for rectification of default from the Developer in this regard, the Developer, at its own option, may cancel the allotment of the Apartment and covered car parking in favour of the Allottee(s) and terminate this Agreement and refund the money paid to the Developer by the Allottee(s) after deducting the Booking Amount (being 10% of the Total Unit Price inclusive of applicable taxes) and the interest liabilities and after deduction of such other tax/levy as may be applicable at the time of such termination by the Developer, and this Agreement and any liability of the Developer shall thereupon stand terminated.

Provided that, the Developer shall intimate the Allottee(s) about the Developer's intention to terminate this Agreement by a written notice of at least 30 (thirty) days prior to such termination.

- (iii) On and from the date of refund of the amount as mentioned in Clauses 10.2 and 10.3 (ii) above, as the case may be, this Agreement shall stand cancelled automatically without any further act from the Allottee(s) and the Allottee(s) shall have no right, title and/or interest on the said Apartment and covered car parking, the Project/Complex and/or the Said Entire Land or any part or portion thereof, and the Allottee(s) shall further not be entitled to claim any charge on the said Apartment and covered car parking and/or any part or portion thereof, in any manner whatsoever notwithstanding the fact that this agreement is being registered and it is further to confirm and record that the Allottee(s) shall not insist upon registered cancellation or

challenge the fact of cancellation on the ground that such cancellation has not been separately recorded in any registered instrument. The effect of such termination shall be binding and conclusive on the Parties.

- (iv) For the avoidance of doubt, it is hereby clarified that the Developer shall not be held liable, in any manner whatsoever, for any delay in receipt/non-receipt of any refund by the Allottee(s) in accordance with the terms of this Agreement, for any reason, including but not limited to, any delay by the Indian postal authority or due to a change in the correspondence address of the Allottee(s) (save as provided in this Agreement) or loss in transit.

10. CONVEYANCE OF THE APARTMENT AND COVERED CAR PARKING:

The Developer, on receipt of Total Price of the Apartment and covered car parking as per Para 1.2 above and as mentioned in the **PART - I** of the **FIFTH SCHEDULE** below from the Allottee(s) by the Developer, shall execute a Deed of Conveyance and convey the title of the Apartment and covered car parking together with proportionate indivisible share of right to use the Common Areas (within three months from the date of Completion Certificate or such other certificate by whatever name called issued by the competent authority to the Allottee(s). In case, however, the Allottee(s) fail(s) to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee(s) authorize(s) the Developer to withhold registration of the Deed of Conveyance in favour of the Allottee(s) till payment of stamp duty and registration charges to the Developer is made by the Allottee(s).

11. MAINTENANCE OF THE APARTMENT AND COVERED CAR PARKING/ PROJECT:

The Developer 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 or such other certificate by whatever name called issued by the Competent Authority of the Project.

The cost of such maintenance from the date of the Allottee(s) taking over physical possession and/or from the Possession Date, (as mentioned in 7.1 above) whichever is earlier, is payable by the Allottee(s) for the Apartment and covered car parking proportionately as per the rates to be calculated on per square feet basis (of the carpet area of the Apartment and covered car parking) and/or in the manner as provided in this agreement and/or as may be so decided by the Developer and/or the Association of Allottees, as the case may be.

12.1 INTERIM MAINTENANCE PERIOD

During the interim maintenance period between obtaining of the Occupancy Certificate of the Project and formation of the Association of the Allottees the Developer shall through itself or through a facility management company constitute a committee to run, operate, manage and maintain the Common Areas of the said Project.

12.1.1. The Developer shall endeavour that the committee responsible for the maintenance and operation of the Common Areas will be required to provide manpower for maintaining the Common Areas, wherever required, and to collect maintenance charges and the user charges for the utilities being provided on "pay by use" basis, if any.

12.1.2 The Developer 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 as provided in this Agreement. The cost of such maintenance shall be borne and paid by the Allottee

proportionately for the Apartment and covered car parking.

- 12.1.3 The maintenance and management of Common Areas by the committee will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC's etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.
- 12.1.4. The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period be framed by the Developer with such restrictions as may be necessary for proper maintenance and all the Allottees bound to follow the same.
- 12.1.5. After the Common Areas of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Developer, with or without amendments, as may be deemed necessary by the Association.

12.2 **FORMATION OF ASSOCIATION**

- 11.2.1 The Developer shall, in accordance with Applicable Laws, call upon the respective apartment and covered car parking owners to form an association (hereinafter referred as the "**ASSOCIATION**") under the applicable statute, and it shall be incumbent upon the Allottee(s) to join the Association as a member and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Allottee(s) shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for (i) formation of the Association, and (ii) transfer of the Common Areas to the Association, including but not limited to stamp duty and registration costs, departmental expenses etc.. The Allottee(s) hereby authorize(s) the Developer to take all necessary steps in this connection on his/her/their/its behalf, and further the Allottee(s) shall comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.
- 11.2.2. Each Apartment and covered car parking/unit in the Project and/or the Project shall represent one share, irrespective of the number of persons owning such Apartment and covered car parking/unit. Further, in the event an Apartment and covered car parking/unit is owned by more than one person, then the person whose name first appears in the nomenclature of this Agreement as the Allottee shall only be entitled to become a member of the Association. In the event that the Allottee/s is/are minor, the local guardian of such minor/s shall become a member of the Association. A tenant or licensee of the Allottee shall not be entitled to become a member of the Association.
- 11.2.3 Upon formation of the Association, the Developer shall handover the Common Areas, together with the relevant documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under Applicable Laws (hereinafter referred to as the "**Handover Date**"). Save as provided herein, on and from the Handover Date, the Association shall, inter alia, become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been procured/obtained/entered into by the Developer and the Association shall take the responsibility for proper safety and maintenance of the Project and of upkeep of all fixtures, equipment and machinery provided by the Developer, and the Developer shall

immediately stand discharged of any liability and/or responsibility in respect thereof and the Allottee(s) and the Association shall keep the Vendors and the Developer fully safe, harmless and indemnified in respect thereof.

- 11.2.4 The Allottee(s) agree(s) and undertake(s) to deposit a non-interest bearing security deposit (as specified in the Payment Plan) with the Developer, which deposit shall be pooled into a Sinking Fund (hereinafter referred as “**Sinking Fund**”). The Allottee(s) further agree(s) and acknowledge(s) that such Sinking Fund shall be handed over to the Association by the Developer, without any interest, after adjusting/deducting therefrom all amounts then remaining due and payable by the Allottee(s) and the several co-buyers of the Project to the Developer, together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account of the Allottee(s) and the several co-buyers and/or co-Vendors of the Project, inter alia, as a sinking fund. The Allottee(s) undertake(s) to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Developer as due and payable by the Allottee(s) and/or to replenish any shortfalls caused on account of the Allottee(s). Further, it is hereby agreed that the Developer shall not be held liable, in any manner whatsoever, for any shortfall in the Sinking Fund due to the above adjustments or otherwise after the handover of the Sinking Fund by the Developer to the Association and the Allottee and the Association shall jointly and severally keep the Developer indemnified for the same.
- 11.2.5 The Allottee(s) acknowledge(s) and agree(s) to allow the Developer to adjust any receivables and/ or dues towards Common Charges and Expenses from the Sinking Fund before the same is handed over to the Association. The Allottee(s) hereby agree(s) and undertake(s) to bear all taxes that may be levied on the Developer on account of making such adjustments and/or on account of the Developer transferring/handing over the Sinking Fund to the Association. On any such adjustments being made from the Sinking Fund, the Allottee(s) hereby undertake(s) to make good the resultant shortfall in the Sinking Fund within 15 (fifteen) days of a demand made by the Association with respect thereto.
- 11.2.6 The Developer and/or the Association, as the case may be, shall be entitled to invest the Sinking Fund in such securities and in such manner as the Developer and/or Association, as the case may be, may think fit and apply the income for the purpose of repairs, maintenance, security and upkeep of the Project. Such payment towards the Sinking Fund shall not absolve the Allottee(s) of his/her/their/it’s obligation to pay the applicable maintenance charges in terms of this Agreement.
- 11.2.7 The Allottee(s) acknowledge(s) that they shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Building and/or the Project by the Developer or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the apartment and covered car parking owners or occupiers of the Building and/or the Project.
- 11.2.8 The Allottee(s) expressly agree(s) and acknowledge(s) that it is obligatory on the part of the Allottee(s) to regularly and punctually make payment of the proportionate share of the Common Charges and Expenses and further acknowledge(s) that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the co-buyers and/or Co-Occupiers in the Project.

- 11.2.9 Further, the Allottee(s) agree(s) and undertake(s) to pay all necessary deposits/charges to the Developer or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Developer or the Association, as the case may be, each within such timelines as may be prescribed by the Developer.
- 11.2.10 Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Developer or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Developer or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts.
- 11.2.11 It has been agreed by the Parties that the Association (s) of all the Allottees of all the buildings in the Project as and when the Project is completed in its entirety shall own in common all common areas, amenities and facilities of the Project together with all easement rights and appurtenances belonging thereto.

12. DEFECT LIABILITY:

It is agreed that in case, strictly and only limited to, any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Developer to rectify such defects subject to, strictly, after thorough scrutiny that who is actually responsible for such defect and if it finds thereof that the Developer is solely responsible for said defect, without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the 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 [Apartment and covered car parking/Plot] on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT AND COVERED CAR PARKING FOR REPAIRS:

The Developer/maintenance agency/Association of Allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and open parking spaces for providing necessary maintenance services and the Allottee(s) agree(s) to permit the Association of Allottees and/or maintenance agency to enter into the Apartment and covered car parking 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 Area: The basement(s) and service areas, if any, as located within the Project 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 the Said Plan and/or the sanctioned plan. 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 Allottee formed by the Allottee or caused to be formed for the Allottee for rendering maintenance services.

16. COMPLIANCE WITH RESPECT TO THE APARTMENT AND COVERED CAR PARKING:

- 16.1 Subject to Para 14 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Apartment and covered car parking at the Allottee's own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment and covered car parking, 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 Apartment and covered car parking and keep the Apartment and covered car parking, its walls and partitions, sewers, drains, pipe and appurtenances there to or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 16.2 The Allottee(s) further undertake(s), assure(s) and guarantee(s) that the Allottee(s) would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee(s) 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(s) shall not store any hazardous or combustible goods in the Apartment and covered car parking or place any heavy material in the common passages or staircase of the Building. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Apartment and covered car parking.
- 16.3 The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the Association of Allottees and/or maintenance agency appointed by the Association of Allottees. The Allottees shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of an Apartment and covered car parking with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

18. ADDITIONAL CONSTRUCTIONS:

The Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the Said Plan has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

19. DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE:

After the Developer executes this Agreement the Developer shall not any further mortgage or create any further charge on the Apartment and covered car parking 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(s) who has/have taken or agreed to take such Apartment and covered car parking.

20. APARTMENT AND COVERED CAR PARKING OWNERSHIP ACT

The Developer has assured the Allottee(s) that the Project in its entirety is in accordance with the provisions of The West Bengal Apartment and covered car parking Ownership Act, 1972 as amended up to date and/or other applicable local laws in the state of West Bengal and the Developer has duly complied with and/or will comply with all such laws/regulations as applicable.

21. BINDING EFFECT:

Forwarding of this Agreement to the Allottee(s) by the Developer does not create a binding obligation on the part of the Developer or the Allottee(s) until, firstly, the Allottee(s) sign(s) and deliver(s) 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 of the same by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Allottee fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the concerned Registrar for its registration as and when intimated by the Developer, then the Developer 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, the 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 Apartment and covered car parking/Project, as the case may be.

23. RIGHT TO AMEND:

This Agreement may only be amended through written consent and participations 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 covered car parking and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Apartment and covered car parking, in case of a transfer, as the said obligations go along with the Apartment and covered car parking for all intents and purposes.

25. WAIVER NO LIMITATION TO ENFORCEMENT:

- 25.1 The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach committed by the Allottee(s) in not making payments as per the Payment Plan as mentioned in the **FIFTH SCHEDULE** hereto including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Developer in the case of one Allottee shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Allottee(s).

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 there after to enforce and every provision.

26. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform 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(s) has/have to make any payment, in common with other Allottees in the Project, the same shall be the proportion which the carpet area of the Apartment and covered car parking bears to the total carpet area of all the Apartment and covered car parkings in the Project.

28. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

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

30. NOTICES:

That all notices to be served on the Allottee and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Developer by Registered Post at their respective addresses specified below:

Name of Allottee:_____.

Developer name: **NAOLIN REALCON PRIVATE LIMITED**, Merlin Matrix, Unit No.203, DN-10, Sector V, 2ndFloor, P.O. Sech Bhavan, P.S. Electronic Complex, Kolkata 700091, West Bengal,

It shall be the duty of the Allottee and the Developer 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 Developer or the Allottee, as the case may be.

31. JOINT ALLOTTEE(S):

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

All or any dispute 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 discussions, failing which the same shall be settled under Arbitration and Conciliation Act 1996

[Any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such 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. COVENANTS & RIGHTS OF THE ALLOTTEE(S):

34.1 The Allottee(s), hereby covenant(s) and agree(s) with the Developer as follows:

34.1.1 the Allottee(s) has/have the financial and other resources to meet and comply with all financial and other obligations under this Agreement, in a timely manner as recorded herein;

34.1.2 on and from the Possession Date, as mentioned in para 7.1 above, the Allottee(s) shall at all times make timely payment of the proportionate Common Charges and Expenses to the Developer or the Association, as the case may be, in the manner and at such intervals and at such rates as may be decided by the Developer or the Association, as the case may be, failing which the Developer or the Association, as the case may be, shall be entitled to take such action as it may deem fit;

34.1.3 the Common Charges and Expenses shall be proportionately divided amongst the co-buyers and/or co-occupiers of the Project, in such manner as may be decided by the Developer or the Association, as the case be, from time to time in this regard;

34.1.4 the right of the Allottee(s) to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges, including but not limited to the Common Charges and Expenses as determined and thereafter billed by the Developer or the Association, as the case may be, and performance by the Allottee(s) of all his/her/its/their obligations in respect of the terms and conditions specified by the Developer or the Association, as the case maybe, from time to time;

34.1.5 the Allottee(s) shall bear and pay all the panchayet taxes, rates, levies, surcharge, deposits including security deposits, assessments, together with interest thereon and all other outgoings (hereinafter referred to as "**OUTGOINGS**") related to the Apartment and covered car parking on and from the Possession Date. However, so long as the Apartment and covered car parking is not separately assessed for panchayet taxes, rates, levies surcharges and other outgoings, the Allottee(s) shall be liable to and will pay his/her/its/their proportionate Outgoings attributable to the Apartment

and covered car parking and/or Developer and/or the Association, as the case may be. Further, on and from the Possession Date, the Allottee(s) shall be liable to pay proportionately all Outgoings for the Common Areas on the basis of bills to be raised by the Developer or the Association, as the case may be, such bills being conclusive proof of the liability of the Allottee(s) in respect thereof;

- 34.1.6 the Allottee(s) shall be liable and responsible at his/her/its/their own cost and expenses to apply for and obtain the mutation of the Apartment and covered car parking in the records of the concerned authorities within a period of three (3) months and shall keep the Vendors and the Developer indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Vendors and/or the Developer due to non-fulfilment and/or non-observance of this obligation by the Allottee(s);
- 34.1.7 the Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer or the Association;
- 34.1.8 wherever in this Agreement it is stipulated that the Allottee(s) has/have to make any payment, in common with other co-buyers in the Project, the same shall be in the proportion which the Carpet Area of the Apartment and covered car parking bears to the total Carpet Area of all the apartment and covered car parkings in the Project;
- 34.1.9 the Allottee(s) shall use the Apartment and covered car parking or any part thereof or permit the same to be used only for residential purposes. Further, the Allottee(s) shall use the garage or parking space allotted to them only for the purpose of keeping or parking vehicles;
- 34.1.10 the Allottee(s) agree(s) that the Developer and/or the Association, shall have the right of unrestricted access to all Common Areas, garages/parking spaces and other areas of the Project, for providing necessary maintenance services and/or carrying out electrical, plumbing and other works either over-ground or under-ground, as may be required for the Project, and the Allottee(s) agree(s) to permit the Developer and/or the Association to enter into the Apartment and covered car parking 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.
- 34.1.11 the Allottee(s) hereby accept(s) not to alter, modify or in any manner change (1) the elevation and exterior colour scheme of the Apartment and covered car parking and the Building; (2) design and/or the colour scheme of the windows, grills and the main door of the Apartment and covered car parking; and/or (3) the common lobby; and the Allottee shall not block the common lobby by installing/fixing shoe racks and/or install/fix tiles in the balcony; also the Allottee shall not change or caused to be changed the location designated for the outdoor units of AC other than specified locations.
- 34.1.12 the Allottee(s) hereby accept(s) not to alter, modify or in any manner change the structure or any civil construction in the Apartment and covered car parking and the Building/Block. The Allottee(s) shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof;
- 34.1.13 the Allottee(s) hereby also accept(s) not to sub-divide the Apartment and covered car parking and the Common Areas, under any circumstances;
- 34.1.14 the Allottee(s) hereby also accept(s) not install any collapsible gate outside the main door/ entrance of the Apartment and covered car parking and also not to install any grill on the balcony or verandah;
- 34.1.15 the Allottee(s) hereby also accept(s) not to change/alter/modify the name of the Building/Block from that mentioned in this Agreement; and

- 34.1.16 the Allottee(s) hereby accept(s), confirm(s) and declare(s) that the covenants of the Allottee(s) as contained in this Agreement shall (A) run perpetually; and (B) bind the Allottee(s) and his/her/its/their successors-in-title or interest and that the Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the conditions contained in this Agreement.
- 34.1.17 the Allottee(s) of residential units/apartment and covered car parkings hereby accept(s), assure(s) and confirm(s) that they have no objection about the construction, planning and execution of the commercial segment in the said project. The construction, planning and execution of the commercial segment in the said project will be as per developer's discretion.

35. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee(s), in respect of the Apartment and covered car parking, prior to the execution and registration of this Agreement for Sale for the Apartment and covered car parking, shall not be construed to limit the rights and interests of the Allottee(s) under the Agreement for Sale or under the Act or the rules or the regulations made there under.

36. NOMINATION BY ALLOTTEE WITH CONSENT:

The Allottee(s) admit(s) and accept(s) that after the Lock-in period and before the execution and registration of Deed of Conveyance of the said Apartment and covered car parking, the Allottee(s) will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

(a) **Allottee to Make Due Payments:**

The Allottee(s) shall make payment of all dues, including any interest for delay, to the Developer in terms of this Agreement, up to the time of nomination.

(b) **Lock-in Period:**

The Allottee(s) cannot nominate in favour of any third party before the expiry of a period of 12 (Twelve) months from the date of this Agreement.

(c) **Prior Written Permission and Tripartite Agreement:**

In respect of any nomination, the Allottee(s) shall obtain prior permission of the Developer and the Allottee(s) and the nominee shall be bound to enter into a tripartite agreement with the Developer and the Allottee(s).

(d) **Nomination Fees:**

The Allottee(s) shall pay a sum of Rs. 50/- per sq. ft. (super built-up area) plus applicable taxes, as and by way of nomination fees to the Developer. It is clarified that inclusion of a new Allottee or change of a joint Allottee shall be treated as a nomination. However nomination fees shall not be payable in case of nomination in favour of parents, spouse or children of the Allottee(s). Any additional income tax liability that may become payable by the Developer due to nomination by the Allottee(s) because of higher market valuation as per the registration

authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee(s) paying to the Developer agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee(s) on or before nomination. The Allottee(s) admit(s) and accept(s) that he/she/they/it shall not be entitled to nominate or assign his/her/their/it's rights under this Agreement save in the manner indicated above.

THE FIRST SCHEDULE ABOVE REFERRED TO
(SAID ENTIRE LAND)

ALL THAT piece and parcel of land measuring **96.279** (ninety six point two seventy nine) cottahs, more or less, comprised in R.S./L.R. Dag Nos. 3194, 3187, 3191/3815, 3191, 3196, 151 and 3192, recorded in L.R. Khatian Nos. 5477, 5467, 5471, 5470, 5469, 5468, 5464, 5473, 5474, 5472, 5466, 5476, 5463, 5475, 5478, 5654, 5655, 5656, 5657, 5658, 5659, 5660, 5661 and 5662, 5779, 5801, 5784, 5904, 5899, 5902, 5780, 5901, 5903, 5900, 5898, 6144, 6149, 6150, 6146, 6574, 6360, 6575, 6359, 6148, 6362, 6355, 6361, 6357, 6356, 6358, 6836, 6835, 5801, 6826, 6827, 6828, 3829, 6164, 6165, 6816, 6818, 6821, 6820, 6819, 6817, 6823, 6824, 6151, 6525, 5804, 6163, 1029, 1022, 1027, 1025, 1031, 1059, 1024, 1026, 1030, 1019, 1016, 1018, 1020, 1023, 1021, 6524, 6526, 5801, 5784, 5805, 5803, 5802, 5804, 5780, 6129, 6128, 6127, 6125, 6126, 6131, 6145, 6130, 6574, 6140, 2740, 6114, 6141, 2745, 2747, 6114, 2742, 6132 and 5780, 6129, 6128, 6127, 6125, 6126, 6131, 6145, 6130, 6574, 6140, 2740, 6114, 6141, 2745, 2747, 6114, 2742, 1024 and 6132 in *MouzaPatharghata*, J.L. No. 36, Police Station New Town (formerly Rajarhat), within Patharghata Gram Panchayet (**PGP**), Sub-Registration Office Rajarhat, District North 24 Parganas and butted and bounded as follows.

On the North	:	By R.S./L.R. DAG NO. 3186 and R.S./L.R. DAG NO. 3188 and Hidco canal side road
On the South	:	By Road
On the East	:	By Part of R.S./L.R. DAG NO. 3195 and Part of R.S./L.R. DAG NO. 3196 and Road
On the West	:	By Road

THE SECOND SCHEDULE ABOVE REFERRED TO
(DEVOLUTION OF TITLE)

1. Ownership of First Property:

- 1.1 At all material times one Subhadra Baidya was the sole and absolute owner in respect of inter alia **(1)** land measuring 9 (nine) decimal, more or less, out of 158 (one hundred and fifty eight) decimal, being a portion of R.S./L.R. *Dag* No. 3194, recorded in L.R. Khatian No. 4770, *MouzaPatharghata*, J.L. No. 36, Police Station New Town (formerly Rajarhat), within Patharghata Gram Panchyat, Sub-Registration Office Rajarhat, District North 24 Parganas (**First Plot**) and **(2)** land measuring 0.67 (zero point six seven) decimal, more or less, out of 6 (six) decimal, being a portion of R.S./L.R. *Dag* No. 3195, recorded in L.R. Khatian No. 4770,

*Mouza*Patharghata, J.L. No. 36, Police Station New Town (formerly Rajarhat), within Patharghata Gram Panchyat, Sub-Registration Office Rajarhat, District North 24 Parganas (**Second Plot**).

- 1.2 Said Subhadra Baidya, a Hindu governed by the provisions of Hindu Succession Act, 1956 died intestate leaving behind him surviving his 2 (two) sons, namely (1) Tapan Baidya, (2) Samir Baidya and his only daughter, Pratima Mondal (Baidya) as his only legal heir and heiress, who jointly and in equal share inherited all the right, title and interest of Late Subhadra Baidya in the First Plot and the Second Plot.
- 1.3 By a Deed of Sale in Bengali Language (*Kobala*) dated 8th August, 2012, registered in the Office of the Additional District Sub Registrar of Bidhannagar (Salt Lake City), recorded in Book-I, CD Volume No. 14, at Pages- 12464 to 12484, being No. 10326 for the year 2012 said Tapan Baidya, and Pratima Mondal (Baidya) jointly sold, transferred and conveyed (1) land measuring 3 (three) cottah 9 (nine) chittack and 36 (thirty six) square feet, equivalent to 5.97 (five point nine seven) decimal more or less, comprised in R.S./L.R. *Dag* No. 3194, recorded in L.R. Khatian No. 4770, *Mouza*Patharghata, J.L. No. 36, Police Station New Town (formerly Rajarhat), within Patharghata Gram Panchyat, Sub-Registration Office Rajarhat, District North 24 Parganas being a demarcated portion out of the First Plot and (2) land measuring 4 (four) chittack and 13 (thirteen) square feet equivalent to 0.44 Decimal, more or less, comprised in R.S./L.R. *Dag* No. 3195, recorded in L.R. Khatian No. 4770, *Mouza*Patharghata, J.L. No. 36, Police Station New Town (formerly Rajarhat), within Patharghata Gram Panchayat, Sub-Registration Office Rajarhat, District North 24 Parganas being a demarcated portion of the Second Plot unto and in favour of (1) Laksman Chandra Ghosh, (2) Sri Sujit Kumar Sardar, (3) Sujit Kumar Das, (4) Monoranjan Sardar, (5) Dhrubajyoti Ghosh, (6) Kuntal Tarafdar, (7) Mritunjoy Das, (8) Amitabho Sengupta, (9) Avirup Sengupta, (10) Kajali Biswas, (11) Aritra Mallik, (12) Arup Biswas, (13) Sumanta Biswas, (14) H.M.A. Masud Molla and (15) Md. Abdul Momen Gazi.
- 1.4 At all material times one Dulal Biswas was the sole and absolute owner of (1) land measuring 9 (nine) decimal, more or less, out of 158 (one hundred and fifty eight) decimal, being a portion of R.S./L.R. *Dag* No. 3194, recorded in L.R. Khatian No. 1721, *Mouza*Patharghata, J.L. No. 36, Police Station New Town (formerly Rajarhat), within Patharghata Gram Panchayat, Sub-Registration Office Rajarhat, District North 24 Parganas (**Third Plot**) and (2) land measuring 1 (one) decimal, more or less, out of 6 (six) decimal, being a portion of R.S./L.R. *Dag* No. 3195, recorded in L.R. Khatian No. 1721, *Mouza*Patharghata, J.L. No. 36, Police Station New Town (formerly Rajarhat), within Patharghata Gram Panchayat, Sub-Registration Office Rajarhat, District North 24 Parganas (**Fourth Plot**).
- 1.5 By a Deed of Sale in Bengali Language (*Kobala*) dated 28th September, 2012, registered in the Office of the Additional District Sub Registrar of Bidhannagar (Salt Lake City), recorded in Book-I, CD Volume No. 17, at Pages- 11831 to 11851, being No. 12430 for the year 2012 said Dulal Biswas sold, transferred and conveyed (1) land measuring 2 (two) cottah 1 (one) chittack and 17 (seventeen) square feet, equivalent to 3.45 (three point four five) decimal more or less, comprised in R.S./L.R. *Dag* No. 3194, recorded in L.R. Khatian No. 1721, *Mouza*Patharghata, J.L. No. 36, Police Station New Town (formerly Rajarhat), within Patharghata Gram Panchayat, Sub-Registration Office Rajarhat, District North 24 Parganas being a demarcated portion of the Third Plot and (2) land measuring 2 (two) chittack and 19 (nineteen) square feet equivalent to 0.25 Decimal, more or less, comprised in R.S./L.R. *Dag* No. 3195, recorded in L.R. Khatian No. 1721, *Mouza*Patharghata, J.L. No. 36, Police Station New Town (formerly Rajarhat), within Patharghata Gram Panchayat, Sub-Registration Office Rajarhat, District North 24 Parganas being a demarcated portion of the Fourth Plot unto and in favour of (1) Laksman Chandra Ghosh, (2) Sri Sujit Kumar Sardar, (3) Sujit Kumar Das, (4) Monoranjan Sardar, (5) Dhrubajyoti Ghosh, (6) Kuntal Tarafdar, (7) Mritunjoy Das, (8) Amitabho Sengupta, (9) Avirup

Sengupta, **(10)** Kajali Biswas, **(11)** Aritra Mallik, **(12)** Arup Biswas, **(13)** Sumanta Biswas, **(14)** H.M.A. Masud Molla and **(15)** Md. Abdul Momen Gazi.

- 1.6 By another Deed of Sale in Bengali Language (*Kobala*) dated 28th September, 2012, registered in the Office of the Additional District Sub Registrar of Bidhannagar (Salt Lake City), recorded in Book-I, CD Volume No. 17, at Pages-11865 to 11882, being No. 12432 for the year 2012, said Dulal Biswas sold, transferred and conveyed **(1)** land measuring 3 (three) cottah 6 (six) chittack and 31 (thirty one) square feet, equivalent to 5.65 (five point six five) decimal more or less, comprised in R.S./L.R. *Dag* No. 3194, recorded in L.R. Khatian No. 1721, *Mouza*Patharghata, J.L. No. 36, Police Station New Town (formerly Rajarhat), within Patharghata Gram Panchyat, Sub-Registration Office Rajarhat, District North 24 Parganas being his remaining share in the Third Plot and **(2)** land measuring 3 (three) chittack and 43 (forty three) square feet equivalent to 0.41 (zero point four one) Decimal, more or less, comprised in R.S./L.R. *Dag* No. 3195, recorded in L.R. Khatian No. 1721, *Mouza*Patharghata, J.L. No. 36, Police Station New Town (formerly Rajarhat), within Patharghata Gram Panchyat, Sub-Registration Office Rajarhat, District North 24 Parganas being his remaining share in the Fourth Plot unto and in favour of **(1)** Basudeb Das, **(2)** Satyajit Sarkar, **(3)** Sanjoy Chandra, **(4)** Sumana Sengupta, **(5)** Sujata Sarkar, **(6)** Dipankar Dey, **(7)** Pritimoy Mondal, **(8)** Biswanath Mondal, **(9)** Somnath Chandra.
- 1.7 In the above mentioned events and circumstance, said Laksman Chandra Ghosh, Sri Sujit Kumar Sardar, Sujit Kumar Das, Monoranjan Sardar, Dhruvajyoti Ghosh, Kuntal Tarafdar, Mritunjoy Das, Amitabho Sengupta, Avirup Sengupta, Kajali Biswas, Aritra Mallik, Arup Biswas, Sumanta Biswas, H.M.A. Masud Molla, Md. Abdul Momen Gazi, Basudeb Das, Satyajit Sarkar, Sanjoy Chandra, Sumana Sengupta, Sujata Sarkar, Dipankar Dey, Pritimoy Mondal, Biswanath Mondal and Somnath Chandra became the joint and absolute Owners of **(1)** land measuring 16.17 (sixteen point one seven) decimal more or less, comprised in R.S./L.R. *Dag* No. 3194, *Mouza*Patharghata, J.L. No. 36, Police Station New Town (formerly Rajarhat), within Patharghata Gram Panchyat, Sub-Registration Office Rajarhat, District North 24 Parganas and **(2)** land measuring 1.10 (one point one zero) Decimal, more or less, comprised in R.S./L.R. *Dag* No. 3195, *Mouza*Patharghata, J.L. No. 36, Police Station New Town (formerly Rajarhat), within Patharghata Gram Panchyat, Sub-Registration Office Rajarhat, District North 24 Parganas.
- 1.8 Said **1.** Laksman Chandra Ghosh, **2.** Sri Sujit Kumar Sardar, **3.** Sujit Kumar Das, **4.** Monoranjan Sardar, **5.** Dhruvajyoti Ghosh, **6.** Kuntal Tarafdar, **7.** Mritunjoy Das, **8.** Amitabho Sengupta, **9.** Avirup Sengupta, **10.** Kajali Biswas, **11.** Aritra Mallik, **12.** Arup Biswas, **13.** Sumanta Biswas, **14.** H.M.A. Masud Molla, **15.** Md. Abdul Momen Gazi, **16.** Basudeb Das, **17.** Satyajit Sarkar, **18.** Sanjoy Chandra, **19.** Sumana Sengupta, **20.** Sujata Sarkar, **21.** Dipankar Dey, **22.** Pritimoy Mondal, **23.** Biswanath Mondal and **24.** Somnath Chandra got their names duly recorded in the records of the Block Land and Land Reforms Office in respect of their respective shares in the said R.S./L.R. *Dag* Nos. 3194 and 3195 vide L.R. Khatian Nos. 5477, 5467, 5471, 5470, 5469, 5468, 5464, 5473, 5474, 5472, 5466, 5476, 5463, 5475, 5478, 5654, 5655, 5656, 5657, 5658, 5659, 5660, 5661 and 5662.
- 1.9 Said Laksman Chandra Ghosh obtained Certificate of Conversion in respect of his entitlement in the said L. R. *Dag* No. 3194 being land measuring about 0.6952 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 461/BL&LRO/RHT/16 dated 24th May 2016 in Conversion Case No. 2074/BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.10 Said Sri Sujit Kumar Sardar obtained Certificate of Conversion in respect of his entitlement in the said L. R. *Dag* No.3194 being land measuring about 0.6794 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 457/BL&LRO/RHT/16 dated 23rd May 2016 in Conversion Case No. 2070/BL&LRO/RAJ/2015 dated 28th December 2015.

- 1.11 Said Sri Sujit Kumar Das obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No.3194 being land measuring about 0.4582 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 478/BL&LRO/RHT/16 dated 26th May 2016 in Conversion Case No. 2066/BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.12 Said Sri Manoranjan Sardar obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No. 3194 being land measuring about 0.6794 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 460/BL&LRO/RHT/16 dated 24th May 2016 in Conversion Case No. 2073/BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.13 Said Sri Dhrubajyoti Ghosh obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No.3194 being land measuring about 0.6794 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 471/BL&LRO/RHT/16 dated 24th May 2016 in Conversion Case No. 2085/BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.14 Said Sri Mritunjoy Das obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No. 3194 being land measuring about 0.6952 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 470/BL&LRO/RHT/16 dated 24th May 2016 in Conversion Case No. 2064/BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.15 Said Sri Amitabho Sengupta obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No. 3194 being land measuring about 0.6952 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 475/BL&LRO/RHT/16 dated 24th May 2016 in Conversion Case No. 2083/BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.16 Said Sri Avirup Sengupta obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No. 3194 being land measuring about 0.6952 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 476/BL&LRO/RHT/16 dated 24th May 2016 in Conversion Case No. 2082/BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.17 Said Kajali Biswas obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No. 3194 being land measuring about 0.6952 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 473/BL&LRO/RHT/16 dated 24th May 2016 in Conversion Case No. 2086/ BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.18 Said Aritra Mallik obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No. 3194 being land measuring about 0.6952 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 469/BL&LRO/RHT/16 dated 24th May 2016 in Conversion Case No. 2069/ BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.19 Said Arup Biswas obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No. 3194 being land measuring about 0.6952 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 465/BL&LRO/RHT/16 dated 24th May 2016 in Conversion Case No. 2079/ BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.20 Said H.M.A. Masud Molla obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No. 3194 being land measuring about 0.711 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 468/BL&LRO/RHT/16 dated 24th May 2016 in Conversion Case No. 2065/BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.21 Said Abdul Momen Gazi obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No. 3194 being land measuring about 0.711 decimal out of 158 decimal from Sali to Bastu Vide Memo No.

479/BL&LRO/RHT/16 dated 26th May 2016 in Conversion Case No. 2067/BL&LRO/RAJ/2015 dated 28th December 2015.

- 1.22 Said Basudeb Das obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No. 3194 being land measuring about 0.5214 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 466/BL&LRO/RHT/16 dated 24th May 2016 in Conversion Case No. 2076/ BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.23 Said Satyajit Sarkar obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No. 3194 land measuring about 0.5214 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 463/BL&LRO/RHT/16 dated 24th May 2016 in Conversion Case No. 2078/ BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.24 Said Sanjoy Chandra obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No. 3194 being land measuring about 0.5214 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 459/BL&LRO/RHT/16 dated 24th May 2016 in Conversion Case No 2075/BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.25 Said Sumana Sengupta obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No. 3194 being land measuring about 0.5214 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 472/BL&LRO/RHT/16 dated 24th May 2016 in Conversion Case No 2084/BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.26 Said Sujata Sarkar obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No. 3194 being land measuring about 0.5214 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 474/BL&LRO/RHT/16 dated 24th May 2016 in Conversion Case No 2087/BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.27 Said Dipankar De obtained Certificate of Conversion in respect of his entitlement in the said L.R. Dag No. 3194 being land measuring about 0.5214 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 467/BL&LRO/RHT/16 dated 24th May 2016 in Conversion Case No 2080/ BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.28 Said Pritimoy Mondal obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No. 3194 being land measuring about 0.5372 decimal out of 158 decimal comprised in L.R. Dag No. 3194 from Sali to Bastu Vide Memo No. 464/BL&LRO/RHT/16 dated 24th May 2016 in Conversion Case No 2077/ BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.29 Said Biswanath Mondal obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No. 3194 being land measuring about 0.5372 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 480/BL&LRO/RHT/16 dated 26th May 2016 in Conversion Case No 2081/BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.30 Said Sumanta Biswas obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No. 3194 being land measuring about 0.7268 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 462/BL&LRO/RHT/16 dated 24th May 2016 in Conversion Case No 2071/BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.31 Said Somnath Chandra obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No. 3194 being land measuring about 0.5372 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 458/BL&LRO/RHT/16 dated 24th May 2016 in Conversion Case No 2072/BL&LRO/RAJ/2015 dated 28th December 2015.

- 1.32 Said Kuntal Tarafdar obtained Certificate of Conversion in respect of his entitlement in the said L. R. Dag No. 3194 being land measuring about 0.6794 decimal out of 158 decimal from Sali to Bastu Vide Memo No. 477/BL&LRO/RHT/16 dated 26th May 2016 in Conversion Case No 2068/BL&LRO/RAJ/2015 dated 28th December 2015.
- 1.33 By a Deed of Sale in Bengali Language (*Kobala*) dated 22nd September, 2016, registered in the Office of the District Sub Registrar-II, North 24 Parganas, recorded in Book-I, Volume No. 1502-2016, at Pages- 77633 to 77662, being No. 150203113 for the year 2016, said **1.** Sri Kuntal Tarafdar, **2.** Aritra Mallik, **3.** H.M.A. Masud Molla and **4.** Md. Abdul Momen Gazi jointly sold, transferred and conveyed their respective shares in the said R.S./L.R. Dag Nos. 3194 and 3195 unto and in favour of **1.** Sri Partha Sardar, **2.** Sri Prosenjit Saila, **3.** Sri Anup Kumar Paul, **4.** Smt. Upasana Mukhopadhyay (Biswas).
- 1.34 By a Deed of Sale in Bengali Language (*Kobala*) dated 12th September, 2016, registered in the Office of the District Sub Registrar-II, 24 Parganas (North), recorded in Book-I, Volume No. 1502-2016, at Pages- 87177 to 87243, being No. 150203495 for the year 2016, said **1.** Sri Lakshman Chandra Ghosh, **2.** Sri Sujit Kumar Das, **3.** Sri Monoranjan Sardar and **4.** Sri Mritunjoy Das jointly sold, transferred and conveyed their respective shares in the said R.S./L.R. Dag Nos. 3194 and 3195 unto and in favour of **1.** Sri Sujit Kumar Sardar, **2.** Dhrubajyoti Ghosh, **3.** Amitabho Sengupta, **4.** Avirup Sengupta, **5.** Kajali Biswas, **6.** Arup Biswas, **7.** Sumanta Biswas **8.** Basudeb Das, **9.** Satyajit Sarkar, **10.** Sanjoy Chandra, **11.** Sumana Sengupta, **12.** Sujata Sarkar, **13.** Dipankar Dey, **14.** Pritimoy Mondal, **15.** Biswanath Mondal **16.** Somnath Chandra, **17.** Sri Partha Sardar, **18.** Sri Prosenjit Saila, **19.** Sri Anup Kumar Paul and **20.** Smt. Upasana Mukhopadhyay (Biswas).
- 1.35 In the above mentioned events and circumstance, said **1.** Sri Sujit Kumar Sardar, **2.** Dhrubajyoti Ghosh, **3.** Amitabho Sengupta, **4.** Avirup Sengupta, **5.** Kajali Biswas, **6.** Arup Biswas, **7.** Sumanta Biswas **8.** Basudeb Das, **9.** Satyajit Sarkar, **10.** Sanjoy Chandra, **11.** Sumana Sengupta, **12.** Sujata Sarkar, **13.** Dipankar Dey, **14.** Pritimoy Mondal, **15.** Biswanath Mondal **16.** Somnath Chandra, **17.** Sri Partha Sardar, **18.** Sri Prosenjit Saila, **19.** Sri Anup Kumar Paul and **20.** Smt. Upasana Mukhopadhyay (Biswas) became the joint and absolute Owners of the **(1)** land measuring 16.27 (sixteen point two seven) decimal more or less, comprised in R.S./L.R. *Dag* No. 3194, recorded in L.R. Khatian Nos. 5477, 5467, 5471, 5470, 5469, 5468, 5464, 5473, 5474, 5472, 5466, 5476, 5463, 5475, 5478, 5654, 5655, 5656, 5657, 5658, 5659, 5660, 5661 and 5662, *Mouza* Patharghata, J.L. No. 36, Police Station New Town (formerly Rajarhat), within Patharghata Gram Panchayat, Sub-Registration Office Rajarhat, District North 24 Parganas and **(2)** land measuring 1.10 (one point one zero) Decimal, more or less, comprised in R.S./L.R. *Dag* No. 3195, recorded in L.R. Khatian Nos. 5477, 5467, 5471, 5470, 5469, 5468, 5464, 5473, 5474, 5472, 5466, 5476, 5463, 5475, 5478, 5654, 5655, 5656, 5657, 5658, 5659, 5660, 5661 and 5662, *Mouza* Patharghata, J.L. No. 36, Police Station New Town (formerly Rajarhat), within Patharghata Gram Panchayat, Sub-Registration Office Rajarhat, District North 24 Parganas.
- 1.36 By a Deed of Conveyance dated 30th August 2019, registered in the office of the Additional District Sub Registrar, Rajarhat, recorded in Book I, Volume No. 1523-2019, at pages from 434788 to 434927, being No. 152310976 for the year 2019 said **1.** Sri Sujit Kumar Sardar, **2.** Dhrubajyoti Ghosh, **3.** Amitabho Sengupta, **4.** Avirup Sengupta, **5.** Kajali Biswas, **6.** Arup Biswas, **7.** Sumanta Biswas **8.** Basudeb Das, **9.** Satyajit Sarkar, **10.** Sanjoy Chandra, **11.** Sumana Sengupta, **12.** Sujata Sarkar, **13.** Dipankar Dey, **14.** Pritimoy Mondal, **15.** Biswanath Mondal **16.** Somnath Chandra, **17.** Sri Partha Sardar, **18.** Sri Prosenjit Saila, **19.** Sri Anup Kumar Paul and **20.** Smt. Upasana Mukhopadhyay (Biswas) jointly sold, conveyed and transferred **(1)** land measuring 14.9310 (fourteen point nine three one zero), comprised in R.S./L.R. *Dag* No. 3194, recorded in L.R. Khatian Nos. 5467, 5469, 5473, 5474, 5472, 5476, 5463, 5654, 5655, 5657, 5658, 5659, 5660, 5661, 5662, 5477, 5471, 5470, 5464, 5468, 5466, 5475 and 5478, *Mouza* Patharghata, J.L. No. 36, Police Station New

Town, District North 24 Parganas and (2) land measuring 1.1112 (one point one one one two), comprised in R.S./L.R. Dag No. 3195, recorded in L.R. Khatian Nos. 5467, 5469, 5473, 5474, 5472, 5476, 5463, 5654, 5655, 5655, 5657, 5658, 5659, 5660, 5661, 5662, 5477, 5471, 5470, 5464, 5468, 5466, 5475 and 5478, Mouza Patharghata, J.L. No. 36, Police Station New Town, District North 24 Parganas in favour of (1) Naoolin Realcon Private Limited and (2) Nabhomoni Construction Private Limited.

- 1.37 Bijoy Bhaumik, vide Deed of Conveyance dated 15.02.2016, duly registered at Additional District Sub-Registration Office Rajarhat (New Town) recorded in Book No. 1, Volume No. 1523-2016, Pages from 59059 to 59088, Being No. 152301784 for the year 2016 had purchased a land measuring an area of 18 Decimals out of 1 Acre 58 Decimals, comprised in R.S./L.R. Dag No. 3194 under R.S. Khatian No. 105, L.R. Khatian No. 5579, from Kemia Apartment and covered car parkings Limited represented by Mr. Chandan Das, of Mouza – Patharghata, J.L. No. 36, R.S. No. 225, Touzi No. 173 at present 10 and mutated his name Bijoy Bhaumik with the records of B.L. & L.R.O, land measuring an area of 01.20 decimals out of 18 Decimals arising out of 1 Acre 58 Decimals comprised in R.S./L.R. Dag No. 3194 under L.R. Khatian No. 6141.
- 1.38 That Ashis Basu, Sreenibash Roy, Sanjoy Mitra, Santanu Das, Sreedhar Das Saha and Utpal Chandra De vide Deed of conveyance dated 15.02.2016, duly registered at Additional District Sub- Registration Office Rajarhat (New Town) recorded in Book No. I, Volume No. 1523-2016, Pages from 59059 to 59088, Being No. 152301784 for the year 2016 had purchased a land measuring an area 18 Decimals out of 1 Acre 58 Decimals, comprised in R.S./L.R. Dag No. 3194 under R.S. Khatian No. 105, L.R. Khatian No. 5579, from Kemia Apartment and covered car parkings Limited represented by Mr. Chandan Das, of Mouza – Patharghata, J.L. No. 36, R.S. No. 225, Touzi No. 173 at present 10 and mutated their names Ashis Basu, Sreenibash Roy, Sanjoy Mitra, Santanu Das, Sreedhar Das Saha and Utpal Chandra De, with the records of B.L. & L.R.O, land measuring an area of 07.50 Decimals out of 18 Decimals arising out of 1 Acre 58 Decimals comprised in R.S./L.R. Dag No. 3194 under L.R. Khatian Nos. 6129, 6144, 6131, 6143, 6145 & 6130.
- 1.39 That Ishika Basu, Pratima Basu, Goutam Biswas and Bijaya Biswas vide Deed of conveyance dated 15.02.2016, duly registered at Additional District Sub-Registration Office Rajarhat (New Town) recorded in Book No. I, Volume No. 1523-2016, Pages from 59059 to 59088, Being No. 152301784 for the year 2016 had purchased a land measuring an area 18 Decimals out of 1 Acre 58 Decimals, comprised in R.S./L.R. Dag No. 3194 under R.S. Khatian No. 105, L.R. Khatian No. 5579, from Kemia Apartment and covered car parkings Limited represented by Mr. Chandan Das, of Mouza – Patharghata, J.L. No. 36, R.S. No. 225, Touzi No. 173 at present 10 and mutated their names Ishika Basu, Pratima Basu, Goutam Biswas and Bijaya Biswas with the records of B.L. & L.R.O, land measuring an area of 002.50 Decimals out of 18 Decimals arising out of 1 Acre 58 Decimals comprised in R.S./L.R. Dag No. 3194 under L.R. Khatian Nos. 6128, 6127, 6125 & 6126.
- 1.40 That Sujata Das Chaakrabati, vide deed of conveyance dated 15.02.2016, duly registered at additional district sub- registration office rajarhat (new town) recorded in book no. I, volume no. 1523-2016, pages from 59059 to 59088, being no. 152301784 for the year 2016 had purchased a land measuring an area 18 decimals out of 1 acre 58 decimals, comprised In R.S./L.R. Dag No. 3194 under R.S. Khatian no. 105, L.R. Khatian No. 5579, from Kemia Apartment and covered car parkings Limited represented By Mr. Chandan Das, Of Mouza – Patharghata, J.L. No. 36, R.S. No. 225, Touzi No. 173 At Present 10 and mutated her name Sujata Das Chaakrabati with the records Of B.L. & L.R.O, land measuring an area of 1.25 decimals out of 18 decimals arising out of 1 acre 58 decimals comprised in R.S./L.R. Dag No. 3194 under L.R. Khatian Nos. 6140.
- 1.41 That Asik Ahmed, Jayanta Bagchi, Towfiq Ahmed Mustafa and Sirajul Islam vide deed of conveyance dated 15.02.2016, duly registered at additional district sub-registration office rajarhat (new town) recorded in book no. I, volume no. 1523-

2016, pages from 59059 to 59088, being no. 152301784 for the year 2016 had purchased a land measuring an area 18 decimals out of 1 acre 58 decimals, comprised In R.S./L.R. Dag No. 3194 under R.S. Khatian no. 105, L.R. Khatian No. 5579, from Kemia Apartment and covered car parkings Limited represented By Mr. Chandan Das, Of Mouza – Patharghata, J.L. No. 36, R.S. No. 225, Touzi No. 173 At Present 10 and mutated their names Asik Ahmed, Jayanta Bagchi, Towfiq Ahmed Mustafa and Sirajul Islam with the records Of B.L. & L.R.O, land measuring an area of 5decimals out of 18 decimals arising out of 1 acre 58 decimals comprised in R.S./L.R. Dag No. 3194 under L.R. Khatian Nos. 6133, 6163, 6142 and 6124.

- 1.42 In the above mentioned events and circumstances said Asik Ahmed, Jayanta Bagchi, Towfiq Ahmed Mustafa and Sirajul Islam have become owners of 5 decimal of land comprised in R.S./L.R. Dag No. 3194 under L.R. Khatian Nos. 6133, 6163, 6142 and 6124. Sujata Das Chaakrabati has become owner of 1.25 decimals of land comprised in R.S./L.R. Dag No. 3194 under L.R. Khatian Nos. 6140. Ashis Basu, Sreenibash Roy, Sanjoy Mitra, Santanu Das, Sreedhar Das Saha and Utpal Chandra De, Ishika Basu, Pratima Basu, Goutam Biswas and Bijaya Biswas, have become owner of 9.95 decimal of land comprised in R.S./L.R. Dag No. 3194 under L.R. Khatian Nos. 6128, 6127, 6125 6126, 6129, 6144, 6131, 6143, 6145 & 6130. (1) Naoolin Realcon Private Limited and (2) Nabhomoni Construction Private Limited have become the joint owners of (1) land measuring 14.9310 (fourteen point nine three one zero), comprised in R.S./L.R. Dag No. 3194, Mouza Patharghata, J.L. No. 36, Police Station New Town, District North 24 Parganas and (2) land measuring 1.1112 (one point one one one two), comprised in R.S./L.R. Dag No. 3195, Mouza Patharghata, J.L. No. 36, Police Station New Town, District North 24 Parganas aggregating to land measuring 16.0422 (sixteen point zero four two two) decimal and Bijoy Bhaumik have become owner of 01.20 Decimals of land comprised in R.S./L.R. Dag No. 3194 under L.R. Khatian No. 6141 (herein after referred to as the “**First Property**”) and got their names duly recorded in the records of the Block Land and Land Reforms Office vide L.R. Khatian Nos. 6970 and 6969 respectively.
- 1.43 Asik Ahmed, Jayanta Bagchi, Towfiq Ahmed Mustafa and Sirajul Islam being desirous of developing and commercially exploiting his share in various properties inter-alia his share in the First Property entered into a Development Agreement and Power Of Attorney dated 4th December, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 119545 to 119609, being Deed No. 152303054 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 1.44 Sujata Das Chaakrabati being desirous of developing and commercially exploiting his share in various properties inter-alia his share in the First Property entered into a Development Agreement and Power Of Attorney dated 20th November, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 60529 to 60588, being Deed No. 152301393 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 1.45 Ashis Basu, Sreenibash Roy, Sanjoy Mitra, Santanu Das, Sreedhar Das Saha and Utpal Chandra De, Ishika Basu, Pratima Basu, Goutam Biswas and Bijaya Biswas, being desirous of developing and commercially exploiting his share in various properties inter-alia his share in the First Property entered into a Development Agreement and Power Of Attorney dated 29th October, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 402033 to 402132, being Deed No. 152312177 for the year 2018 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 1.46 Bijoy Bhaumik, being desirous of developing and commercially exploiting his share in various properties inter-alia his share in the First Property entered into a Development Agreement and Power Of Attorney dated 3rd October, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat,

recorded in Book No. I, Volume No. 1523-2019, at Pages 377373 to 377436, being Deed No. 152311507 for the year 2018 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.

- 1.47 Naoolin Realcon Private Limited and Nabhomoni Construction Private Limited being desirous of developing and commercially exploiting his share in various properties inter-alia his share in the First Property entered into a Development Agreement and Power Of Attorney with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 1.48 In the above mentioned events and circumstances said Sujata Das Chaakrabati Ashis Basu, Sreenibash Roy, Sanjoy Mitra, Santanu Das, Sreedhar Das Saha and Utpal Chandra De, Ishika Basu, Pratima Basu, Goutam Biswas and Bijaya Biswas, Bijoy Bhaumik Naoolin Realcon Private Limited and Nabhomoni Construction Private Limited as joint owners of the First Property have granted development rights to Naoolin Realcon Private Limited.

2. Ownership of Second Property:

- 2.1 At all material times Sonaula Molla was the sole, absolute and recorded owner of *sali* (agricultural) land measuring 5 (five) decimal, comprised in R.S/L.R. Dag No. 3187, recorded in L.R. *khatian* No. 2677, Mouza Patharghata, J.L. No. 36, District 24 Parganas (**Property Of Sanaula**).
- 2.2 Sonaula Molla a Muslim governed by the principles of the Mohmeddan Law, died *intestate* leaving behind surviving his 6 (six) sons, namely, (1) Sirajul Molla (2) Mirajul Islam Molla, (3) Azizul Islam Molla, (4) Molla Iyazul Islam, (5) Molla Mahidul Islam and (6) Asadul Molla and his 5 (five) daughters, namely, (1) Halima Khatun, (2) Molla Sakila *alias* Sakila Bibi, (3) Molla Rehera *alias* Rehana Bibi, (4) Ayesa Bibi and (5) Rina Shah *alias* Rina Bibi (collectively **Legal Heirs Of Sonaula**) as his only legal heirs and heiresses who jointly and in diverse share inherited all the right, title and interest of Late Sonaula Molla in the Property Of Sanaula.
- 2.3 At all material times Subid Ali *alias* Subid Ali Molla was the sole, absolute and recorded owner of *sali* (agricultural) land measuring 13 (thirteen) decimal, comprised in R.S/L.R. Dag No. 3187, recorded in L.R. *khatian* No. 2678, Mouza Patharghata, J.L. No. 36, District 24 Parganas (**Property Of Subid**).
- 1.1 Subid Ali *alias* Subid Ali Molla a Muslim governed by the principles of the Mohmeddan Law, died *intestate* leaving behind surviving his 6 (six) sons, namely, (1) Mohammad Faridul Islam (2) Molla Kutubuddin, (3) Molla Nasiruddin, (4) Molla Sahabuddin, (5) Kamaluddin Molla and (6) Tarikul Islam and his 4 (four) daughters, namely, (1) Samina Bibi, (2) Sabina Bibi, (3) Rakhima Bibi and (4) Karima Bibi as his only legal heirs and heiresses (collectively **Legal Heirs Of Subid**) who jointly and in diverse share inherited all the right, title and interest of Late Subid Ali *alias* Subid Ali Molla in the Property Of Subid. The inherited share of each legal heir is tabulated below:

SL. No.	Name of the Legal Heir	Share Inherited (in decimal)
1.	Mohammad Faridul Islam	1.625
2.	Molla Kutubuddin	1.625
3.	Molla Nasiruddin	1.625
4.	Molla Sahabuddin	1.625
5.	Kamaluddin Molla	1.625
6.	Tarikul Islam	1.625
7.	Samina Bibi	0.8125
8.	Sabina Bibi	0.8125
9.	Rakhima Bibi	0.8125
10.	Karima Bibi	0.8125
Total		13

- 2.4 The Legal Heirs of Subid amicably partitioned the Property Of Subid amongst themselves and exclusively held their respective share in the Property Of Subid.
- 2.5 In the abovementioned events and circumstances Mohammad Faridul Islam, Molla Kutubuddin, Molla Nasiruddin, Molla Sahabuddin and Kamaluddin Molla and Tarikul Islam became exclusive joint owners of land measuring 9.75 (nine point seven five) decimal, comprised in R.S/L.R. Dag No. 3187, recorded in L.R. *khatian* No. 2678, Mouza Patharghata, J.L. No. 36, District 24 Parganas (**First Portion Of Property Of Subid**).
- 2.6 In the abovementioned events and circumstances Samina Bibi, Sabina Bibi, Rakhima Bibi and Karima Bibi became exclusive joint owners of land measuring 3.25 (three point two five) decimal, comprised in R.S/L.R. Dag No. 3187, recorded in L.R. *khatian* No. 2678, Mouza Patharghata, J.L. No. 36, District 24 Parganas (**Second Portion Of Property Of Subid**).
- 2.7 By a Deed of Conveyance dated 25th August, 2014, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, CD Volume No. 15, at pages 5357 to 5388, being Deed No. 09530 for the year 2014 (1) Mohammad Faridul Islam, Molla Kutubuddin, Molla Nasiruddin, Molla Sahabuddin and Kamaluddin Molla, Tarikul Islam jointly sold, conveyed and transferred land measuring 5 (five) decimal out of the First Portion Of Property Of Subid and (2) the Legal Heirs Of Sonaula sold, conveyed and transferred the entirety of the Property Of Sanaula to (1) Sahina Sabin, (2) Sandhya Rani kansabanik, (3) Sukhdeb Bhaumik, (4) Sanjay Kumar, (5) S.M. Kamaruzzaman, (6) Jotsnara Khatun, (7) Wasim Raja, (8) Alisha Parween and (9) Soma Sarkar, for the consideration mentioned therein. It is pertinent to mention that Wasim Raja and Alisha Parween have jointly purchased land measuring 1.25 (one point two five) decimal and the other purchasers have purchased land measuring 1.25 (one point two five) decimal each through this Deed.
- 2.8 By a Deed of Conveyance dated 25th August, 2014, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, CD Volume No. 15, at pages 5306 to 5322, being Deed No. 09527 for the year 2014, Mohammad Faridul Islam, Molla Kutubuddin, Molla Nasiruddin, Molla Sahabuddin, Kamaluddin Molla and Tarikul Islam jointly sold, conveyed and transferred the land measuring 2.17 (two point one seven) decimal out of the First Portion Of Property Of Subid to Jasimuddin Mandal and Abdur Rajjak, for the consideration mentioned therein. It is pertinent to mention that Jasimuddin Mandal has purchased land measuring 1.67 (one point six seven) decimal and Abdur Rajjak has purchased land measuring 0.50 (zero point five zero) decimal through this Deed.
- 2.9 In the abovementioned events and circumstances (1) Jasimuddin Mondal, (2) Wasim Raja, (3) Alisha Parween, (4) Sandhya Rani Kansabanik, (5) Sukdeb Bhaumik, (6) Jotsnara Khatun, (7) Abdur Rajjak, (8) Soma Sarkar, (9) S. M. Kamaruzzaman, (10) Sahina Sabin and (11) Sanjay Kumar became the joint owners of land measuring 12.17 (twelve point one seven) decimal out of 18 (eighteen) decimal, comprised in R.S/L.R. Dag No. 3187, Mouza Patharghata, J.L. No. 36, Police Station Rajarhat, District North 24 Parganas (**Second Property**) and got their names duly mutated in the records of the Block Land and Land Reforms Office vide L.R. *Khatian* Nos. 5779, 5801, 5784, 5904, 5899, 5902, 5780, 5901, 5903, 5900 and 5898 respectively.
- 1.2 In the above mentioned events and circumstances (1) Jasimuddin Mondal, (2) Wasim Raja, (3) Alisha Parween, (4) Sandhya Rani Kansabanik, (5) Sukdeb Bhaumik, (6) Jotsnara Khatun, (7) Abdur Rajjak, (8) Soma Sarkar, (9) S. M. Kamaruzzaman, (10) Sahina Sabin and (11) Sanjay Kumar became the joint owners of the Second Property. The land area of each of the owner in the Second Property is detailed in the chart below:

Sl. No.	Name of the Owner	L.R. Khatian no.	Purchased Area (in Dec.)	Mutated Area (in Dec.)
1.	Jasimuddin Mondal	5779	1.67	1.6704
2.	Wasim Raja	5801	0.625	0.6246
3.	Alisha Parween	5784	0.625	0.6246
4.	Sandhya Rani Kansabanik	5904	1.25	1.2474
5.	Sukdeb Bhaumik	5899	1.25	1.2492
6.	Jotsnara Khatun	5902	1.25	1.2492
7.	Abdur Rajjak	5780	0.50	0.4986
8.	Soma Sarkar	5901	1.25	1.2492
9.	S. M. Kamaruzzaman	5903	1.25	1.2492
10.	Sahina Sabin	5900	1.25	1.2492
11.	Sanjay Kumar	5898	1.25	1.2492

- 2.10 Jasimuddin Mandal being desirous of developing and commercially exploiting his share in various properties inter-alia his share in the Second Property entered into a Development Agreement and Power Of Attorney dated 25th January, 2019 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 60122 to 60173, being Deed No. 152301407 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 2.11 Wasim Raja, Alisha Parween, Sandhya Rani Kansabanik and Sukdeb Bhaumik being desirous of developing and commercially exploiting their shares in various properties inter-alia their share in the Second Property entered into a Development Agreement dated 14th September, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 395215 to 395287, being Deed No. 152310847 for the year 2018 with Naoolin Realcon Private Limited and subsequently executed a Power Of Attorney dated 27th September, 2018, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 377052 to 377097, being Deed No. 152311517 for the year 2018, as per the terms of the development agreement.
- 2.12 Jotsnara Khatun and Abdur Rajjak being desirous of developing and commercially exploiting their share in various properties inter-alia their share in the Second Property entered into a Development Agreement and Power Of Attorney dated 29th October, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 402033 to 402132, being Deed No. 152312177 for the year 2018 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 2.13 Soma Sarkar, being desirous of developing and commercially exploiting her share in various properties inter-alia their share in the Second Property entered into a Development Agreement and Power Of Attorney dated 24th September, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 370982 to 371061, being Deed No. 152311204 for the year 2018 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 2.14 S. M. Kamaruzzaman being desirous of developing and commercially exploiting his share in various properties inter-alia his share in the Second Property entered into a Development Agreement and Power Of Attorney dated 12th November, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 60192 to 60254, being Deed No. 152301395 for the year 2019 with Naoolin Realcon Private Limited as per the terms and conditions mentioned therein.

- 2.15 Sahina Sabin, being desirous of developing and commercially exploiting her share in various properties inter-alia his share in the Second Property entered into a Development Agreement and Power Of Attorney dated 20th November, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 60529 to 60588, being Deed No. 152301393 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 2.16 Sanjay Kumar, being desirous of developing and commercially exploiting his share in various properties inter-alia his share in the Second Property entered into a Development Agreement and Power Of Attorney dated 4th December, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 119545 to 119609, being Deed No. 152303054 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 2.17 In the above mentioned events and circumstances said (1) Jasimuddin Mondal, (2) Wasim Raja, (3) Alisha Parween, (4) Sandhya Rani Kansabanik, (5) Sukdeb Bhaumik, (6) Jotsnara Khatun, (7) Abdur Rajjak, (8) Soma Sarkar, (9) S. M. Kamaruzzaman, (10) Sahina Sabin and (11) Sanjay Kumar as joint owners of the Second Property have granted development rights to Naoolin Realcon Private Limited.

3. Ownership of Third Property:

- 3.1 At all material times Mani Mohon Biswas was the sole, absolute owner *inter alia* of *sali* (agricultural) land measuring 33 (thirty three) decimal, comprised in C.S *Dag* No. 2880, recorded in C.S *khatian* No. 1918, Mouza Patharghata, J.L. No. 36, District 24 Parganas (**Property Of Mani Mohan**).
- 3.2 By a Deed of Conveyance in Bengali Language (*Kobala*) dated 6th October, 1967, registered in the Office of the Additional District Sub-Registrar, Cossipore Dum Dum, recorded in Book No. I, Volume No. 123, at pages 123 to 124, being Deed No. 8600 for the year 1967, said Mani Mohon Biswas sold, conveyed and transferred the entirety of the Property Of Mani Mohan unto and in favour of Sukdeb Mondal.
- 3.3 By a Deed of Conveyance in Bengali Language (*Kobala*) dated 27th September, 1974, registered in the Office of the Additional District Sub-Registrar, Cossipore Dum Dum, recorded in Book No. I, Volume No. 128, at pages 218 to 220, being Deed No. 7764 for the year 1974, said Sukdeb Mondal sold, conveyed and transferred the entirety of the Property Of Mani Mohan unto and in favour of Mariyam Neccha Bibi.
- 3.4 In the abovementioned events and circumstances said Mariyam Neccha Bibi became sole and absolute owner of the entirety of the Property Of Mani Mohan being land measuring 33 (thirty three) decimal, comprised in C.S *Dag* No. 2880, Mouza Patharghata, J.L. No. 36, District 24 Parganas.
- 3.5 After promulgation and/or publication of R.S. Records by the concerned Block Land and Land Reform Officer, said C.S *Dag* No. 2880 was divided into two separate R.S. dags whereby (1) land measuring 30 (thirty) decimal out of the Property Of Mani Mohan was recorded in R.S. *Dag* No. 3191 and (2) land measuring 3 (three) decimal out of the Property Of Mani Mohan was recorded in R.S. *Dag* No. 3191/3815.
- 3.6 After promulgation and/or publication of L.R. Records said Mariyam Neccha Bibi got her name duly recorded in the L.R. records vide L.R. *Khatian* No. 2740.
- 3.7 In the abovementioned events and circumstances said Mariyam Neccha Bibi became the sole, absolute and recorded owner of *sali* (agricultural) land measuring 03 (three) decimal, comprised in R.S/L.R. *Dag* No. 3191/3815, recorded under L.R. *Khatian* No. 2740, Mouza Patharghata, J.L. No. 36, Police

Station Rajarhat (presently New Town), District North 24 Parganas (**Third Property**).

- 3.8 Mariyam Neccha Bibi being desirous of developing and commercially exploiting the Third Property entered into a Development Agreement dated 18th October, 2019 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 563493 to 563554, being No. 152314045 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein and subsequently executed a Power Of Attorney dated 12th February, 2020, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2020, at Pages 148640 to 148662, being Deed No. 152303245 for the year 2020 in favour of Debashis Roy being the director of Naoolin Realcon Private Limited as per the terms of the development agreement.
- 3.9 Mariyam Neccha Bibi, a Muslim governed by the principles of the Mohmeddan Law, died *intestate* on 23rd March, 2020, leaving behind surviving her 6 (six) sons, namely, (1) Md. Minanur Rahaman, (2) Md. Matinur Rahaman, (3) Mosiur Rahaman, (4) Mokhlesur Rahaman Molla, (5) Md. Mijanur Rahaman and (6) Mastafizur Rahaman Molla *alias* Mostafijur Rahaman *alias* Mustafijur Rahaman, as her only legal heirs (collectively **Legal Heirs Of Mariyam**) who jointly and in equal share inherited all the right, title and interest of Late Mariyam Neccha Bibi in the Third Property.
- 3.10 By virtue of inheritance said Legal Heirs Of Mariyam became the joint owners of the entirety of the Third Property and subsequently executed a Power of Attorney dated 27th November, 2020 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2020, at Pages 386662 to 386696, being No. 152309776 for the year 2020 in favour of Debashis Roy being the director of Naoolin Realcon Private Limited to carry on the development work of the Said Property as per terms and conditions contemplated in the said development agreement being No. 152314045 for the year 2020.
- 3.11 In the above mentioned events and circumstances said (1) Md. Minanur Rahaman, (2) Md. Matinur Rahaman, (3) Mosiur Rahaman, (4) Mokhlesur Rahaman Molla, (5) Md. Mijanur Rahaman and (6) Mastafizur Rahaman Molla *alias* Mostafijur Rahaman *alias* Mustafijur Rahaman as joint owners of the Said Property have granted development rights to Naoolin Realcon Private Limited.

4. Ownership of Fourth Property:

- 4.1 At all material times Mani Mohon Biswas was the sole, absolute owner *inter alia* of *sali* (agricultural) land measuring 33 (thirty three) decimal, comprised in C.S *Dag* No. 2880, recorded in C.S *khatian* No. 1918, Mouza Patharghata, J.L. No. 36, District 24 Parganas.
- 4.2 By a Deed of Conveyance in Bengali Language (*Kobala*) dated 6th October, 1967, registered in the Office of the Additional District Sub-Registrar, Cossipore Dum Dum, recorded in Book No. I, Volume No. 123, at pages 123 to 124, being Deed No. 8600 for the year 1967, said Mani Mohon Biswas sold, conveyed and transferred the entirety of the *sali* (agricultural) land measuring 33 (thirty three) decimal, comprised in C.S *Dag* No. 2880, recorded in C.S *khatian* No. 1918, Mouza Patharghata, J.L. No. 36, District 24 Parganas unto and in favour of Sukdeb Mondal.
- 4.3 By a Deed of Conveyance in Bengali Language (*Kobala*) dated 27th September, 1974, registered in the Office of the Additional District Sub-Registrar, Cossipore Dum Dum, recorded in Book No. I, Volume No. 128, at pages 218 to 220, being Deed No. 7764 for the year 1974, said Sukdeb Mondal sold, conveyed and transferred the entirety of *sali* (agricultural) land measuring 33 (thirty three) decimal, comprised in C.S *Dag* No. 2880, recorded in C.S *khatian* No. 1918, Mouza Patharghata, J.L. No. 36, District 24 Parganas unto and in favour of Mariyam Neccha Bibi.

- 4.4 In the abovementioned events and circumstances said Mariyam Neccha Bibi became sole and absolute owner of land measuring 33 (thirty three) decimal, comprised in C.S *Dag* No. 2880, Mouza Patharghata, J.L. No. 36, Police Station Rajarhat, District 24 Parganas.
- 4.5 After promulgation and/or publication of R.S. Records by the concerned Block Land and Land Reform Officer, said C.S *Dag* No. 2880 was divided into two separate R.S. dags whereby (1) land measuring 30 (thirty) decimal out of the Larger Property was recorded in R.S. *Dag* No. 3191 and (2) land measuring 3 (three) decimal out of the Larger Property was recorded in R.S. *Dag* No. 3191/3815.
- 4.6 After promulgation and/or publication of L.R. Records said Mariyam Neccha Bibi got her name duly recorded in the L.R. records vide L.R. Khatian No. 2740.
- 4.7 In the abovementioned events and circumstances said Mariyam Neccha Bibi became the sole, absolute and recorded owner of *sali* (agricultural) land measuring 30 (thirty) decimal, comprised in R.S/L.R. *Dag* No. 3191, recorded under L.R. Khatian No. 2740, Mouza Patharghata, J.L. No. 36, Police Station Rajarhat (presently New Town), District North 24 Parganas (**Fourth Property**).
- 4.8 Mariyam Neccha Bibi being desirous of developing and commercially exploiting the Fourth Property entered into a Development Agreement dated 18th October, 2019 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 563493 to 563554, being No. 152314045 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein and subsequently executed a Power Of Attorney dated 12th February, 2020, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2020, at Pages 148640 to 148662, being Deed No. 152303245 for the year 2020 in favour of Debashis Roy being the director of Naoolin Realcon Private Limited as per the terms of the development agreement.
- 4.9 Mariyam Neccha Bibi, a Muslim governed by the principles of the Mohmeddan Law, died *intestate* (her husband pre-deceased her) on 23rd March, 2020, leaving behind surviving her 6 (six) sons, namely, (1) Md. Minanur Rahaman, (2) Md. Matinur Rahaman, (3) Mosiur Rahaman, (4) Mokhlesur Rahaman Molla, (5) Md. Mijanur Rahaman and (6) Mastafizur Rahaman Molla *alias* Mostafijur Rahaman *alias* Mustafijur Rahaman, as her only legal heirs (collectively **Legal Heirs Of Mariyam**) who jointly and in equal share inherited all the right, title and interest of Late Mariyam Neccha Bibi in the Fourth Property.
- 4.10 In the above mentioned events and circumstances said (1) Md. Minanur Rahaman, (2) Md. Matinur Rahaman, (3) Mosiur Rahaman, (4) Mokhlesur Rahaman Molla, (5) Md. Mijanur Rahaman and (6) Mastafizur Rahaman Molla *alias* Mostafijur Rahaman *alias* Mustafijur Rahaman as joint owners of the Fourth Property have granted development rights to Naoolin Realcon Private Limited.
- 4.11 By virtue of inheritance said Legal Heirs Of Mariyam became the joint owners of the entirety of the Fourth Property and subsequently executed a a Power of Attorney dated 27th November, 2020 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2020, at Pages 386662 to 386696, being No. 152309776 for the year 2020 in favour of Debashis Roy being the director of Naoolin Realcon Private Limited to carry on the development work of the Said Property as per terms and conditions contemplated in the said development agreement being No. 152314045 for the year 2019.

5. Ownership of Fifth Property:

- 5.1 At all material times Daulat Ali Molla, Ahad Ali Molla and Chaulat Ali Molla were the joint and recorded owners of Sali (agricultural) land measuring 78 (seventy eight) decimal, comprised in C.S. Dag No. 2885 corresponding R.S. Dag No. 3196, recorded in C.S. *khatian* No. 1922, Mouza Patharghata, J.L. No. 36, District 24 Parganas (**Larger Property**).
- 5.2 By a Deed of Partition (*Bonton Potro*) in Bengali Language dated 7th May, 1943, registered in the Office of the Cossipore Dum Dum, recorded in Book No. I, Volume No. 17, at Pages 174 to 178, being Deed No. 876 for the year 1943 various properties inter alia the Larger Property was partitioned between Daulat Ali Molla, Ahad Ali Molla and Chaulat Ali Molla and by virtue of the said partition Daulat Ali Molla and Ahad Ali Molla were jointly allotted the Larger Property having equal share therein (i.e. undivided one-half share each).
- 5.3 For the purpose of better enjoyment *inter alia* the said Larger Property, said Daulat Ali Molla and Ahad Ali Molla *inter se* partitioned amongst themselves, *inter alia* the said Larger Property and said Ahad Ali Molla became the absolute owner of the said Larger Property.
- 5.4 Ahad Ali Molla, a Muslim governed by the principles of the Mohammedan Law, died intestate leaving behind surviving his wife, Goljan Bibi, his 6 (six) sons, namely, (1) Saher Ali Molla (2) Sajed Ali Molla, (3) Majed Ali Molla, (4) Kasem Ali Molla, (5) Hasem Ali Molla and (6) Hakim Ali Molla, his 4 (four) daughters, namely, (1) Sajeda Bibi, (2) Rashida Bibi, (3) Rizia Bibi and (4) Rokeya Bibi as his only legal heirs and heiresses who jointly and in diverse share inherited all the right, title and interest of Late Ahad Ali Molla in the Larger Property.
- 5.5 The legal heirs of Ahad Ali Molla i.e. Goljan Bibi, Saher Ali Molla, Sajed Ali Molla, Kasem Ali Molla, Sajeda Bibi, Rashida Bibi, Rizia Bibi and Rokeya Bibi got their names duly recorded in the L.R. records in respect of their respective share in the Larger Property vide L.R. Khatian Nos. 2747, 2742, 2741, 2744, 2748, 2749, 2750 and 2751 respectively. It is pertinent to mention here that Majed Ali Molla, Hasem Ali Molla and Hakim Ali Molla did not record their names in the L.R. records.
- 5.6 Goljan Bibi being one of the legal heirs Ahad Ali Molla and a Muslim governed by the principles of the Mohammedan Law, died intestate of leaving behind surviving her 6 (six) sons, namely, (1) Saher Ali Molla (2) Sajed Ali Molla, (3) Majed Ali Molla, (4) Kasem Ali Molla, (5) Hasem Ali Molla and (6) Hakim Ali Molla, his 4 (four) daughters, namely, (1) Sajeda Bibi, (2) Rashida Bibi, (3) Rizia Bibi and (4) Rokeya Bibi who jointly and in diverse share inherited all the right, title and interest of Late Ahad Ali Molla in the Larger Property.
- 5.7 By virtue of inheritance (1) Saher Ali Molla (2) Sajed Ali Molla, (3) Majed Ali Molla, (4) Kasem Ali Molla, (5) Hasem Ali Molla, (6) Hakim Ali Molla, (7) Sajeda Bibi, (8) Rashida Bibi, (9) Rizia Bibi and (10) Rokeya Bibi became the joint owners of the Larger Property in diverse share as tabulated in the chart below.

Sl. No.	Name of Legal Heir	Share inherited (in decimal)
1.	Saher Ali Molla	9.75
2.	Sajed Ali Molla	9.76
3.	Majed Ali Molla	9.76
4.	Kasem Ali Molla	9.76
5.	Hasem Ali Molla	9.75
6.	Hakim Ali Molla	9.74
7.	Sajeda Bibi	4.87
8.	Rashida Bibi	4.87
9.	Rizia Bibi	4.87
10.	Rokeya Bibi	4.87
Total		78

- 5.8 By a Deed of Conveyance dated 10th April, 2014, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, CD Volume No. 7, at pages 1346 to 1369, being Deed No. 04198 for the year 2014, Majed Ali Molla sold, conveyed and transferred land measuring 4.88 (four point eight eight) decimal out his inherited share of 9.76 decimal in the Larger Property in favour of Saroj Jain.
- 5.9 By a Deed of Conveyance dated 14th May, 2014, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, CD Volume No. 9, at pages 1960 to 1980, being Deed No. 05488 for the year 2014, Kasem Ali Molla sold, conveyed and transferred land measuring 4.88 (four point eight eight) decimal out his inherited share of 9.76 decimal in the Larger Property in favour of Prashanta Jain.
- 5.10 By a Deed of Conveyance dated 22nd March, 2016, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2016, at pages 114032 to 114056, being Deed No. 152303588 for the year 2016, Majed Ali Molla and Kasem Ali Molla jointly sold, conveyed and transferred their remaining share in the Larger Property being land measuring 9.76 (nine point seven six) [i.e. 4.88 decimal each] to **(1)** Soumendra Natayan Roy, **(2)** Dilip Kumar Gandhi, **(3)** Ranjit Kumar Gupta, **(4)** Kumari Sarita Saha, **(5)** Almine Anju Zarine, **(6)** Tukun Kansabanik, **(7)** Tapas Kumar Banik and **(8)** Minoos Saif Ali, for the consideration mentioned therein. It is pertinent to mention that Soumendra Narayan Nandi had purchased land measuring 1 (one) decimal and Dilip Kumar Gandhi, Ranjit Kumar Gupta, Kumari Sarita Saha, Almine Anju Zarine, Tukun Kansabanik, Tapas Kumar Banik and Minoos Saif Ali had purchased land measuring 1.25 (one point two five) decimal each by virtue of this Deed.
- 5.11 By a Deed of Conveyance dated 21st June, 2017, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2017, at pages 158356 to 158375, being Deed No. 152305484 for the year 2017, Dilip Kumar Gandhi sold, conveyed and transferred his purchased share in the Larger Property in favour of Uttam Kumar Majumder.
- 5.12 By a Deed of Conveyance dated 1st October, 2018, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at pages 363485 to 363526, being Deed No. 152311240 for the year 2018, Saher Ali Molla sold, conveyed and transferred the entirety of his inherited share in the Larger Property being land measuring 9.76 (nine point seven six) decimal to **(1)** Wasim Raja, **(2)** Asik Ahmed, **(3)** Ved Azaan Rahaman, **(4)** Manishankar Mishra, **(5)** Nitai Lal Mullick, **(6)** Imrul Zaman and **(7)** Md. Moksud Ali Molla, for the consideration mentioned therein. It is pertinent to mention that Asik Ahmed had purchased land measuring 2.50 (two point five zero) decimal and Imrul Zaman had purchased land measuring 1 (one) decimal and the other purchasers being Wasim Raja, Ved Azaan Rahaman, Manishankar Mishra, Nitai Lal Mullick and Md. Moksud Ali Molla had purchased land measuring 1.25 (one point two five) decimal each by virtue of this Deed.
- 5.13 By a Deed of Conveyance dated 3rd December, 2018, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at pages 441420 to 441461, being Deed No. 152313339 for the year 2018, Hasem Ali Molla sold, conveyed and transferred the entirety of his inherited share in the Larger Property being land measuring 9.75 (nine point seven five) decimal to **(1)** Sk. Khairujjaman, **(2)** Mahammad Didar Box, **(3)** Ratan Kumar Choudhury, **(4)** Sk. Mahammad Ali, **(5)** Sumina Parvin, **(6)** Susama Haque, **(7)** Hasanurjamal, **(7.1)** Shabnam Shah and **(8)** Prabali Dutta, for the consideration mentioned therein. It is pertinent to mention here that Sk. Khairujjaman had purchased land measuring 1 (one) decimal and **(2)** Mahammad Didar Box, **(3)** Ratan Kumar Choudhury, **(4)** Sk. Mahammad Ali, **(5)** Sumina Parvin, **(6)** Susama Haque and Prabali Dutta had purchased land measuring 1.25 (one point two five) decimal each and Hasanurjamal and Shabnam Shah had purchased land measuring 0.625 (zero point six two five) decimal each by virtue of this Deed.

- 5.14 By a Deed of Conveyance dated 17th January, 2019, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at pages 29407 to 29426, being Deed No. 152300578 for the year 2019, Susama Haque, sold, conveyed and transferred her purchased share being undivided land measuring 1.25 (one point two five) decimal in the Larger Property in favour of Kumari Sarita Saha.
- 5.15 By a Deed of Conveyance dated 11th April, 2014, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, CD Volume No. 7, at pages 3551 to 3566, being Deed No. 04292 for the year 2014, Rashida Bibi, Sajeda Bibi and Rijiya Bibi jointly sold, conveyed and transferred undivided land measuring 7.302 (seven point three zero two) out of their total inherited share in the Larger Property [i.e. 14.61 (fourteen point six one) decimal] in favour of Prashanta Jain.
- 5.16 By a Deed of Conveyance registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, CD Volume No. 9, at pages 2928 to 2948, being Deed No. 05539 for the year 2014, Rokeya Bibi sold, conveyed and transferred undivided land measuring 2.434 (two point four three four) decimal out of their total inherited share in the Larger Property [i.e. 4.87 (four point eight seven) decimal] in favour of Saroj Jain.
- 5.17 By a Deed of Conveyance dated 22nd March, 2016, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2016, at pages 114007 to 114031, being Deed No. 152303587 for the year 2016, Rashida Bibi, Sajeda Bibi and Rijiya Bibi, Rokeya Bibi jointly sold, conveyed and transferred their remaining undivided share in the Larger Property i.e. land measuring 9.737 (nine point seven three seven) decimal in favour of Sk. Jasimuddin Mandal.
- 5.18 By a Deed of Conveyance dated 15th June, 2017, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2017, at pages 149299 to 149322, being Deed No. 152305240 for the year 2017, Sk. Jasimuddin Mandal sold, conveyed and transferred land measuring 2.50 (two point five zero) decimal out of his purchased share [i.e. 9.737 decimal] in the Larger Property in favour of Mintu Majumder and Susanta Deb Burma.
- 5.19 By a Deed of Conveyance dated 7th January, 2019, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at pages 29314 to 29336, being Deed No. 152300497 for the year 2019, Sk. Jasimuddin Mandal sold, conveyed and transferred undivided land measuring 1.25 (one point two five) decimal out of his purchased share [i.e. 9.737 decimal] in the Larger Property in favour of Sanjay Suman.
- 5.20 Sajed Ali Molla being one of the legal heirs of Ahad Ali Molla and a Muslim governed by the principles of the Mohmeddan Law, died *intestate* of leaving behind surviving his wife Ahuda Bibi, his 3 (three) sons, namely, (1) Sahabuddin Molla (2) Mohiuddin Molla and (3) Atabuddin Molla, his 3 (three) daughters, namely, (1) Nazira Bibi, (2) Nassima Bibi, and (3) Jahanara Bibi *alias* Janu Bibi as his only legal heirs and heiresses who jointly and in diverse share inherited the undivided share of Late Sajed Ali Molla (i.e. undivided land measuring 9.76 decimal) in the Larger Property. The share of each legal heir is mentioned in the chart below:

Sl. No.	Name of the legal heir	Share (in decimal)
1.	Ahuda Bibi	1.21
2.	Sahabuddin Molla	1.90
2.	Mohiuddin Molla	1.90
3.	Atabuddin Molla	1.90
5.	Nazira Bibi	0.95
6.	Nassima Bibi	0.95
7.	Jahanara Bibi <i>alias</i> Janu Bibi	0.95

Total	9.76
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- 5.21 By a Deed of Conveyance dated 23rd December, 2011, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, recorded in Book No. I, CD Volume No. 23, at pages 9192 to 9206, being Deed No. 14478 for the year 2011, Jahanara Bibi *alias* Janu Bibi sold, conveyed and transferred undivided land measuring 0.80 (zero point eight zero) decimal out of her inherited share [i.e. 0.95 decimal] in the Larger Property to Prabir Kumar Mondal.
- 5.22 Prabir Kumar Mondal got his name recorded in the records of the Block Land and Land Reforms Office in respect of his purchased share in the Larger Property vide L.R. Khatian No. 5206.
- 5.23 By a Deed of Conveyance dated 30th December, 2016, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2017, at pages 1501 to 1549, being Deed No. 152312836 for the year 2016, Ahuda Bibi, Sahabuddin Molla, Mohiuddin Molla, Atabuddin Molla, Nazira Bibi, Nassima Bibi, Jahanara Bibi *alias* Janu Bibi and Prabir Kumar Mondal jointly sold, conveyed and transferred land measuring 9.76 (nine point seven six) decimal out of the Larger Property to (1) Nuruddin Mallick, (2) Joshnara Begum, (3) Parvin Sultana, (4) Sk. Monirul Islam, (5) Ruksana Khatun, (6) Sk. Ali Hossain, (7) Ramjan Ali Sarkar and (8) Sk. Harun Mondal, for the consideration mentioned therein. It is pertinent to mention here that Nuruddin Mallick, Joshnara Begum, Parvin Sultana, Sk. Monirul Islam, Ruksana Khatun, Sk. Ali Hossain and Ramjan Ali Sarkar have purchased land measuring 1.25 (one point two five decimal) each and Sk. Harun Mondal has purchased land measuring 1 (one) decimal through this Deed.
- 5.24 In the abovementioned events and circumstances (1) Jasimuddin Mondal, (2) Tapas Kumar Banik, (3) Minoos Saif Ali, (4) Almine Anju Zarine, (5) Uttam Kumar Majumder, (6) Monirul Islam, (7) Susanta Deb Barma, (8) Joshnara Begum, (9) Tukun Kansabanik, (10) Nuruddin Mallick, (11) Parvin Sultana, (12) Ruksana Khatun, (13) Ramjan Ali Sarkar, (14) Sk. Harun Mondal, (15) Sk. Ali Hussain, (16) Kumari Sarita Saha, (17) Sanjay Suman, (18) Wasim Raja, (19) Ved Azaan Rahaman, (20) Manishankar Mishra *alias* Monishankar Mishra, (21) Netai Lal Mallik, (22) Md. Moksud Ali Molla, (23) Ranjit Kumar Gupta, (24) Kumari Sarita Saha, (25) Sk. Khairujjaman, (26) Mahammad Didar Box, (27) Sk. Hasanur Jamal, (28) Sabnam Shah, (29) Ratan Kumar Choudhury, (30) Sk. Mahammad Ali, (31) Sumina Parvin, (32) Prabali Datta, (33) Saumendra Narayan Roy, (34) Mintu Majumder, (35) Imrul Zaman and (36) Asik Ahmed became the joint owners of land measuring 48.73 (forty eight point seven three) decimal out of 78 (seventy eight) decimal and got their names duly mutated in the records of the Block Land and Land Reforms Office vide L.R. Khatian Nos. 6144, 6149, 6150, 6146, 6574, 6360, 6575, 6359, 6148, 6362, 6355, 6361, 6357, 6356, 6358, 6836, 6835, 5801, 6826, 6827, 6828, 3829, 6164, 6165, 6816, 6818, 6821, 6820, 6819, 6817, 6823, 6824, 6151, 6525, 5804 and 6163 respectively.
- 5.25 In the above mentioned events and circumstances (1) Jasimuddin Mondal, (2) Tapas Kumar Banik, (3) Minoos Saif Ali, (4) Almine Anju Zarine, (5) Uttam Kumar Majumder, (6) Monirul Islam, (7) Susanta Deb Barma, (8) Joshnara Begum, (9) Tukun Kansabanik, (10) Nuruddin Mallick, (11) Parvin Sultana, (12) Ruksana Khatun, (13) Ramjan Ali Sarkar, (14) Sk. Harun Mondal, (15) Sk. Ali Hussain, (16) Kumari Sarita Saha, (17) Sanjay Suman, (18) Wasim Raja, (19) Ved Azaan Rahaman, (20) Manishankar Mishra *alias* Monishankar Mishra, (21) Netai Lal Mallik, (22) Md. Moksud Ali Molla, (23) Ranjit Kumar Gupta, (24) Kumari Sarita Saha, (25) Sk. Khairujjaman, (26) Mahammad Didar Box, (27) Sk. Hasanur Jamal, (28) Sabnam Shah, (29) Ratan Kumar Choudhury, (30) Sk. Mahammad Ali, (31) Sumina Parvin, (32) Prabali Datta, (33) Saumendra Narayan Roy, (34) Mintu Majumder, (35) Imrul Zaman and (36) Asik Ahmed became the joint owners of land measuring 48.73 (forty eight point seven three) decimal out of 78 (seventy eight) decimal, comprised in R.S/L.R. Dag No. 3196, recorded in L.R. Khatian Nos. 6144, 6149, 6150, 6146, 6574, 6360, 6575, 6359, 6148, 6362, 6355, 6361, 6357, 6356, 6358, 6836, 6835, 5801, 6826, 6827, 6828, 3829, 6164, 6165, 6816, 6818, 6821, 6820, 6819, 6817, 6823, 6824, 6151, 6525, 5804

and 6163 Mouza Patharghata, J.L. No. 36, Police Station Rajarhat (presently New Town), District North 24 Parganas (**Fifth Property**). The land area of each of the owner in the Said Property is detailed in the chart below:

Sl. No.	Name of the Owner	L.R. Khatian no.	Purchased Area (in Dec.)	Mutated Area (in Dec.)
1.	Jasimuddin Mondal	6144	9.737	5.9904
2.	Tapas Kumar Banik	6149	1.25	1.248
3.	Minoo Saif Ali	6150	1.25	1.248
4.	Almine Anju Zarine	6146	1.25	1.248
5.	Uttam Kumar Majumder	6574	1.25	1.248
6.	Monirul Islam	6360	1.25	1.248
7.	Susanta Deb Barma	6575	1.25	1.248
8.	Joshnara Begum	6359	1.25	1.248
9.	Smt. Tukun Kansabanik	6148	1.25	1.248
10.	Nuruddin Mallick	6362	1.25	1.248
11.	Parvin Sultana	6355	1.25	1.248
12.	Ruksana Khatun	6361	1.25	1.248
13.	Ramjan Ali Sarkar	6357	1.25	1.2558
14.	Sk. Harun Mondal.	6356	1	0.9984
15.	Sk. Ali Hussain	6358	1.25	1.2558
16.	Kumari Sarita Saha	6836	1.25	1.248
17.	Sanjay Suman	6835	1.25	1.248
18.	Wasim Raja	5801	1.25	1.2636
19.	Ved Azaan Rahaman	6826	1.25	1.2636
20.	Manishankar Mishra <i>alias</i> Monishankar Mishra	6827	1.25	1.2714
21.	Netai Lal Mallik	6828	1.25	1.2714
22.	Md. Moksud Ali Molla	6829	1.25	1.2402
23.	Ranjit Kumar Gupta	6164	1.25	1.248
24.	Kumari Sarita Saha	6165	1.25	1.248
25.	Sk. Khairujjaman	6816	1	1.014
26.	Mahammad Didar Box	6818	1.25	1.248
27.	Sk. Hasanur Jamal	6821	0.625	0.6318
28.	Sabnam Shah	6820	0.625	0.6318
29.	Ratan Kumar Choudhury	6819	1.25	1.248
30.	Sk. Mahammad Ali	6817	1.25	1.248
31.	Sumina Parvin	6823	1.25	1.248
32.	Prabali Datta	6824	1.25	1.2324
33.	Saumendra Narayan Roy	6151	1.00	1.0062
34.	Mintu Majumder	6525	1.25	1.248
35.	Imrul Zaman	5804	1.00	0.975
36.	Asik Ahmed	6163	2.50	2.4726

5.26 Jasimuddin Mandal being desirous of developing and commercially exploiting his share in various properties inter-alia his share in the Fifth Property entered into a Development Agreement and Power Of Attorney dated 25th January, 2019 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 60122 to 60173, being

Deed No. 152301407 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.

- 5.27 Tapas Kumar Banik being desirous of developing and commercially exploiting his share in various properties inter-alia his share in the Fifth Property entered into a Development Agreement and Power Of Attorney dated 3rd October, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 377373 to 377436, being Deed No. 152311507 for the year 2018 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 5.28 Minoos Saif Ali and Almine Anju Zarine being desirous of developing and commercially exploiting their shares in various properties inter-alia their share in the Fifth Property entered into a Development Agreement dated 14th September, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 395215 to 395287, being Deed No. 152310847 for the year 2018 with Naoolin Realcon Private Limited and subsequently executed a Power Of Attorney dated 27th September, 2018, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 377052 to 377097, being Deed No. 152311517 for the year 2018, as per the terms of the development agreement.
- 5.29 Uttam Kumar Majumder, Monirul Islam and Susanta Deb Barma being desirous of developing and commercially exploiting their share in various properties inter-alia their share in the Fifth Property entered into a Development Agreement and Power Of Attorney dated 29th October, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 402033 to 402132, being Deed No. 152312177 for the year 2018 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 5.30 Joshnara Begum and Tukun Kansabanik being desirous of developing and commercially exploiting their share in various properties inter-alia their share in the Fifth Property entered into a Development Agreement and Power Of Attorney dated 12th October, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 401897 to 401955, being Deed No. 152312161 for the year 2018 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 5.31 Nuruddin Mallick, Parvin Sultana, Ruksana Khatun, Ramjan Ali Sarkar and Sk. Harun Mondal., being desirous of developing and commercially exploiting their share in various properties inter-alia their share in the Fifth Property jointly entered into a Development Agreement and Power Of Attorney dated 24th September, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 370982 to 371061, being Deed No. 152311204 for the year 2018 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 5.32 Sk. Ali Hussain being desirous of developing and commercially exploiting his share in various properties inter-alia his share in the Fifth Property entered into a Development Agreement and Power Of Attorney dated 12th November, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 60192 to 60254, being Deed No. 152301395 for the year 2019 with Naoolin Realcon Private Limited as per the terms and conditions mentioned therein.
- 5.33 Kumari Sarita Saha and Sanjay Suman, being desirous of developing and commercially exploiting their share in the Fifth Property jointly entered into a Development Agreement and Power Of Attorney dated 25th January, 2019 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 67856 to 67904, being Deed No. 152301637 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.

- 5.34 Wasim Raja, Ved Azaan Rahaman, Manishankar Mishra *alias* Monishankar Mishra, Netai Lal Mallik, Md. Moksud Ali Molla, Ranjit Kumar Gupta, Kumari Sarita Saha, being desirous of developing and commercially exploiting their share in the Fifth Property jointly entered into a Development Agreement and Power Of Attorney dated 12th December, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 119478 to 119544, being Deed No. 152303055 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 5.35 Sk. Khairujjaman, Mahammad Didar Box, Sk. Hasanur Jamal and Sabnam Shah being desirous of developing and commercially exploiting their share in the Fifth Property jointly entered into a Development Agreement and Power Of Attorney dated 27th December, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 119420 to 119477, being Deed No. 152303063 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 5.36 Ratan Kumar Choudhury, Sk. Mahammad Ali, Sumina Parvin, Prabali Datta, being desirous of developing and commercially exploiting their share in the Fifth Property jointly entered into a Development Agreement and Power Of Attorney dated 21st January, 2019 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 130087 to 130147, being Deed No. 152303364 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 5.37 Soumendra Narayan Roy, being desirous of developing and commercially exploiting his share in various properties inter-alia his share in the Fifth Property entered into a Development Agreement and Power Of Attorney dated 14th November, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 52113 to 52163, being Deed No. 152301153 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 5.38 Mintu Majumder, being desirous of developing and commercially exploiting his share in various properties inter-alia his share in the Fifth Property entered into a Development Agreement and Power Of Attorney dated 20th November, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 60529 to 60588, being Deed No. 152301393 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 5.39 Imrul Zaman and Asik Ahmed, being desirous of developing and commercially exploiting their share in various properties inter-alia their share in the Fifth Property jointly entered into a Development Agreement and Power Of Attorney dated 4th December, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 119545 to 119609, being Deed No. 152303054 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 5.40 In the above mentioned events and circumstances said **(1)** Jasimuddin Mondal, **(2)** Tapas Kumar Banik, **(3)** Minoo Saif Ali, **(4)** Almine Anju Zarine, **(5)** Uttam Kumar Majumder, **(6)** Monirul Islam, **(7)** Susanta Deb Barma, **(8)** Joshnara Begum, **(9)** Tukun Kansabanik, **(10)** Nuruddin Mallick, **(11)** Parvin Sultana, **(12)** Ruksana Khatun, **(13)** Ramjan Ali Sarkar, **(14)** Sk. Harun Mondal, **(15)** Sk. Ali Hussain, **(16)** Kumari Sarita Saha, **(17)** Sanjay Suman, **(18)** Wasim Raja, **(19)** Ved Azaan Rahaman, **(20)** Manishankar Mishra *alias* Monishankar Mishra, **(21)** Netai Lal Mallik, **(22)** Md. Moksud Ali Molla, **(23)** Ranjit Kumar Gupta, **(24)** Kumari Sarita Saha, **(25)** Sk. Khairujjaman, **(26)** Mahammad Didar Box, **(27)** Sk. Hasanur Jamal, **(28)** Sabnam Shah, **(29)** Ratan Kumar Choudhury, **(30)** Sk. Mahammad Ali, **(31)** Sumina Parvin, **(32)** Prabali Datta, **(33)** Saumendra Narayan Roy, **(34)** Mintu Majumder, **(35)** Imrul Zaman and **(36)** Asik Ahmed as

joint owners of the Fifth Property have granted development rights to Naoolin Realcon Private Limited.

6. Ownership of Sixth Property:

- 6.1 At all material time **(1)** Nirmal Chandra Biswas **(2)** Bimal Chandra Biswas, **(3)** Santosh Kumar Biswas, **(4)** Kshitish Chandra Biswas and **(5)** Satish Chandra Biswas were the Joint, absolute and recorded owners of Sali (agricultural) land measuring 20.5 (twenty point five) decimal, comprised in R.S. Dag No. 151, recorded in R.S. Khatian No. 389, Mouza Chapna, J.L. No. 35, Police Station Rajarhat, District 24 Parganas (**Larger Property**).
- 6.2 After publication of L.R. Record **(1)** Nirmal Chandra Biswas **(2)** Bimal Chandra Biswas, **(3)** Santosh Kumar Biswas, **(4)** Kshitish Chandra Biswas and **(5)** Satish Chandra Biswas got their names duly recorded in the L.R. records in respect of their respective share in the Larger Property (i.e. 4.10 decimal each) vide L.R. Khatian Nos. 367, 431, 651, 779 and 648 respectively.
- 6.3 Bimal Chandra Biswas, a Hindu governed by the principles of the Hindu Succession Act, 1956, died intestate leaving behind surviving his wife, Sachi Biswas, his 2 (two) sons, namely, **(1)** Subrata Biswas and **(2)** Barun Biswas, his 3 (three) daughters, namely, **(1)** Shyamali Biswas, **(2)** Jhuma Biswas and **(3)** Ruma Biswas as his only legal heirs and heiresses who jointly and equal share inherited all the right, title and interest of Late Bimal Chandra Biswas in the Larger Property.
- 6.4 Santosh Kumar Biswas, a Hindu governed by the principles of the Hindu Succession Act, 1956, died intestate leaving behind surviving his wife, Maya Biswas, his son, Amit Biswas and his 2 (two) daughters, namely, **(1)** Sutapa Biswas and **(2)** Rakhi Biswas as his only legal heir and heiresses who jointly and equal share inherited all the right, title and interest of Late Santosh Kumar Biswas in the Larger Property.
- 6.5 Kshitish Chandra Biswas, a Hindu governed by the principles of the Hindu Succession Act, 1956, died intestate leaving behind surviving his wife, Subhadra Biswas, his son, Nimai Kumar Biswas and 1 (one) daughter, Putul Roy as his only legal heir and heiresses who jointly and equal share inherited all the right, title and interest of Late Kshitish Chandra Biswas in the Larger Property.
- 6.6 Satish Chandra Biswas, a Hindu governed by the principles of the Hindu Succession Act, 1956, died intestate leaving behind surviving his wife, Ratna Bala Biswas, his 3 (three) sons, namely, **(1)** Basudeb Biswas **(2)** Biswajit Biswas and **(3)** Indrajit Biswas and 4 (four) daughters, namely, **(1)** Lakshi Rani Biswas, **(2)** Lipika Biswas, **(3)** Jayabati Biswas and **(4)** Dipika Biswas as his only legal heirs and heiresses who jointly and equal share inherited all the right, title and interest of Late Satish Chandra Biswas in the Larger Property.
- 6.7 In the abovementioned circumstances and by virtue of inheritance **(1)** Nirmal Chandra Biswas, **(2)** Sachi Biswas, **(3)** Subrata Biswas, **(4)** Barun Biswas, **(5)** Shyamali Biswas, **(6)** Jhuma Biswas, **(7)** Ruma Biswas, **(8)** Maya Biswas, **(9)** Amit Biswas, **(10)** Sutapa Biswas, **(11)** Rakhi Biswas, **(12)** Subhadra Biswas, **(13)** Nimai Kumar Biswas, **(14)** Putul Roy, **(15)** Ratna Bala Biswas, **(16)** Basudeb Biswas, **(17)** Biswajit Biswas, **(18)** Indrajit Biswas, **(19)** Lakshi Rani Biswas, **(20)** Lipika Biswas, **(21)** Jayabati Biswas and **(22)** Dipika Biswas (collectively **Nirmal Chandra & Ors.**) became the joint owners of the Larger Property i.e. sali (agricultural) land measuring 20.50 (twenty point five zero) decimal, more or less, comprised in R.S/L.R. Dag No. 151, recorded in L.R. Khatian Nos. 367, 431, 651, 779 and 648, Mouza Chapna, J.L. No. 35, Police Station Newtown (formerly Rajarhat), District North 24 Parganas.
- 6.8 By a Deed of Conveyance dated 7th August, 2013, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, CD Volume No. 14, at pages 8458 to 8499, being Deed No. 09717 for the year 2013, Nirmal Chandra & Ors., jointly sold, conveyed and transferred land measuring 20

(twenty) decimal out of the Larger Property to **(1)** Md. Amzad Hossain, **(2)** Md. Faruk Hossain, **(3)** Nowaz Imtiaz Haider, **(4)** Wasim Raja, **(5)** Abdur Rajjak, **(6)** Sk. Jasimuddin Mandal, **(7)** Rebeka Khatun, **(8)** Quazi Taheruzzaman, **(9)** Abu Md. Nasiruddin, **(10)** Md. Imtiaz Hossain, **(11)** Abdur Latif, **(12)** Subrata Dey, **(13)** Alak Bhattacharya, **(14)** Arjun Kumar De, **(15)** Tapas Kumar Choudhury and **(16)** Soumendra Narayan Roy, for the consideration mentioned therein.

- 6.9 Subsequent to the above purchase **(1)** Md. Amzad Hossain got his name recorded in the records of the Block Land and Reforms Office in respect of his share in the Larger Property vide L.R. Khatian No. 1024 **(2)** Md. Faruk Hossain got his name recorded in the records of the Block Land and Reforms Office in respect of his share in the Larger Property vide L.R. Khatian No. 1025 **(3)** Nowaz Imtiaz Haider got his name recorded in the records of the Block Land and Reforms Office in respect of his share in the Larger Property vide L.R. Khatian No. 1026 **(4)** Wasim Raja got his name recorded in the records of the Block Land and Reforms Office in respect of his share in the Larger Property vide L.R. Khatian No. 1027 **(5)** Abdur Rajjak got his name recorded in the records of the Block Land and Reforms Office in respect of his share in the Larger Property vide L.R. Khatian No. 1028 **(6)** Sk. Jasimuddin Mandal got his name recorded in the records of the Block Land and Reforms Office in respect of his share in the Larger Property vide L.R. Khatian No. 1029 **(7)** Rebeka Khatun got her name recorded in the records of the Block Land and Reforms Office in respect of her share vide L.R. Khatian No. 1016 **(8)** Quazi Taheruzzaman got his name recorded in the records of the Block Land and Reforms Office in respect of his share in the Larger Property vide L.R. Khatian No. 1030 **(9)** Md. Imtiaz Hossain got his name recorded in the records of the Block Land and Reforms Office in respect of his share in the Larger Property vide L.R. Khatian No. 1026 **(10)** Abdur Latif got his name recorded in the records of the Block Land and Reforms Office in respect of his share in the Larger Property vide L.R. Khatian No. 1023 **(11)** Subrata Dey got his name recorded in the records of the Block Land and Reforms Office in respect of his share in the Larger Property vide L.R. Khatian No. 1022 **(12)** Alak Bhattacharya got his name recorded in the records of the Block Land and Reforms Office in respect of his share in the Larger Property vide L.R. Khatian No. 1018 **(13)** Arjun Kumar De got his name recorded in the records of the Block Land and Reforms Office in respect of his share in the Larger Property vide L.R. Khatian No. 1019 **(14)** Tapas Kumar Choudhury got his name recorded in the records of the Block Land and Reforms Office in respect of his share in the Larger Property vide L.R. Khatian No. 1020 and **(15)** Soumendra Narayan Roy got his name recorded in the records of the Block Land and Reforms Office in respect of his share in the Larger Property vide L.R. Khatian No. 1021.
- 6.10 By a Deed of Sale dated 25th October, 2013, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, CD Volume No. 18, at Pages 4592 to 4608, being Deed No. 12398 for the year 2013, Abu Md. Nasiruddin sold, conveyed and transferred his various properties inter-alia his share in the Larger Property to Monira Begum, for the consideration mentioned therein.
- 6.11 Monira Begum got her name recorded in the records of the Block Land and Land Reforms Office in respect of her purchased share in the Larger Property vide L.R. Khatian No. 1059.
- 6.12 In the abovementioned events and circumstances **(1)** Md. Faruk Hossain, **(2)** Nowaz Imtiaz Haider, **(3)** Wasim Raja, **(4)** Sk. Jasimuddin Mandal, **(5)** Rebeka Khatun, **(6)** Quazi Taheruzzaman, **(7)** Monira Begum, **(8)** Md. Imtiaz Hossain, **(9)** Abdur Latif, **(10)** Subrata Dey, **(11)** Alak Bhattacharya, **(12)** Arjun Kumar De, **(13)** Tapas Kumar Choudhury and **(14)** Soumendra Narayan Roy became the joint owners of the Said Property i.e. undivided land measuring 17.50 (seventeen point five zero) decimal out of 41 (forty one) decimal, comprised in R.S/L.R. Dag No. 151, Mouza Chapna, J.L. No. 35, Police Station New Town (formerly Rajarhat), District North 24 Parganas

The land area of each of the owner in the Said Property is detailed in the chart below:

Sl. No.	Name of the purchaser	L.R. Khatian No.	Purchased Area (in Dec.)	Mutated Area (in Dec.)
1.	Jasimuddin Mondal	1029	1.25	1.2792
2.	Subrata Dey	1022	1.25	1.2833
3.	Wasim Raja	1027	1.25	1.2792
4.	Faruk Hussain	1025	1.25	1.2792
5.	Md. Imtiaz Hossain	1031	1.25	1.2833
6.	Monira Begum	1059	1.25	1.2464
7.	Nowaz Imtiaz Haider	1026	1.25	1.2792
8.	Quazi Taheruzzaman	1030	1.25	1.2792
9.	Dr. Arjun Kumar De	1019	1.25	1.2833
10.	Rebeka Khatun	1016	1.25	1.2792
11.	Alak Bhattacharya	1018	1.25	1.2833
12.	Tapas Kumar Choudhury	1020	1.25	1.2833
13.	Dr. Abdur Latif	1023	1.25	1.2833
14.	Saumendra Narayan Roy	1021	1.25	1.2833

- 6.13 Jasimuddin Mandal being desirous of developing and commercially exploiting his share in various properties inter-alia his share in the Said Property entered into a Development Agreement and Power Of Attorney dated 25th January, 2019 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 60122 to 60173, being Deed No. 152301407 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 6.14 Subrata Dey being desirous of developing and commercially exploiting his share in various properties inter-alia his share in the Said Property entered into a Development Agreement and Power Of Attorney dated 3rd October, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 377373 to 377436, being Deed No. 152311507 for the year 2018 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein
- 6.15 Md. Faruk Hossain and Wasim Raja being desirous of developing and commercially exploiting their shares in various properties inter-alia their share in the Said Property entered into a Development Agreement dated 14th September, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 395215 to 395287, being Deed No. 152310847 for the year 2018 with Naoolin Realcon Private Limited and subsequently executed a Power Of Attorney dated 27th September, 2018, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 377052 to 377097, being Deed No. 152311517 for the year 2018, as per the terms of the development agreement.
- 6.16 Md. Imtiaz Hossain and Abdur Rajjak being desirous of developing and commercially exploiting their share in various properties inter-alia their share in the Said Property entered into a Development Agreement and Power Of Attorney dated 29th October, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 402033 to 402132, being Deed No. 152312177 for the year 2018 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 6.17 Monira Begum being desirous of developing and commercially exploiting her share in various properties inter-alia her share in the Said Property entered into a Development Agreement and Power Of Attorney dated 12th October, 2018

registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 401897 to 401955, being Deed No. 152312161 for the year 2018 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.

- 6.18 Nowaz Imtiaz Haider, Quazi Taheruzzaman, Arjun Kumar De being desirous of developing and commercially exploiting their share in various properties inter-alia their share in the Said Property jointly entered into a Development Agreement and Power Of Attorney dated 24th September, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 370982 to 371061, being Deed No. 152311204 for the year 2018 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 6.19 Rebeka Khatun, Alak Bhattacharya and Tapas Kumar Choudhury being desirous of developing and commercially exploiting their share in various properties inter-alia their share in the Said Property jointly entered into a Development Agreement and Power Of Attorney dated 12th November, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 60192 to 60254, being Deed No. 152301395 for the year 2019 with Naoolin Realcon Private Limited as per the terms and conditions mentioned therein.
- 6.20 Abdur Latif being desirous of developing and commercially exploiting his share in various properties inter-alia his share in the Said Property entered into a Development Agreement and Power Of Attorney dated 16th November, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 60589 to 60638, being Deed No. 152301390 for the year 2019 with Naoolin Realcon Private Limited as per the terms and conditions mentioned therein.
- 6.21 Soumendra Narayan Roy being desirous of developing and commercially exploiting his share in various properties inter-alia his share in the Said Property entered into a Development Agreement and Power Of Attorney dated 14th November, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 52113 to 52163, being Deed No. 152301153 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 6.22 Md. Amzad Hossain being desirous of developing and commercially exploiting his share in various properties inter-alia his share in the Said Property entered into a Development Agreement and Power Of Attorney in February, 2019, which was notarized on 25th February, 2019 by State of California, Country of Santa Clara being Deed No. 44487 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 6.23 In the above mentioned events and circumstances said (1) Md. Faruk Hossain, (2) Nowaz Imtiaz Haider, (3) Wasim Raja, (4) Sk. Jasimuddin Mandal, (5) Rebeka Khatun, (6) Quazi Taheruzzaman, (7) Monira Begum, (8) Md. Imtiaz Hossain, (9) Abdur Latif, (10) Subrata Dey, (11) Alak Bhattacharya, (12) Arjun Kumar De, (13) Tapas Kumar Choudhury, (14) Soumendra Narayan Roy and (15) Abdur Rajjak (16) Amzad Hossain as joint owners of the Said Property have granted development rights to Naoolin Realcon Private Limited.

7. Ownership of Seventh Property:

- 7.1 At all material times one Moni Mohan Biswas was the sole, absolute and recorded owner of *sali* (agricultural) land measuring 11 (eleven) decimal, comprised in C.S. Dag No. 2881 corresponding R.S. Dag No. 3192, recorded in C.S. *Khatian* No. 1918, Mouza Patharghata, J.L. No. 36, District 24 Parganas (**SeventhProperty**).
- 7.2 By virtue of an oral gift Moni Mohan Biswas had gifted and bequeathed the entirety of the Seventh Property to Durga Charan Chattapadhyay who was his family priest, who subsequently recorded his name in the Government records.

- 7.3 Durga Charan Chattapadhyay orally relinquished his right, title and interest in the Seventh Property in favour of Moni Mohan Biswas.
- 7.4 By a Deed of Sale in Bengali Language (*Kobala*) dated 1st December, 1989, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, recorded in Book No. I, being Deed No. 642 for the year 1989, Moni Mohan Biswas sold, conveyed and transferred the entirety of the Seventh Property to Abdul Jabbar Molla, for the consideration mentioned therein.
- 7.5 Abdul Jabbar Molla got his name duly recorded in the L.R. records vide L.R. *Khatian* No. 2760 in respect of the Seventh Property.
- 7.6 By a Deed of Conveyance dated 21st April, 2014, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, CD Volume No. 7, at pages 6375 to 6393, being Deed No. 04431 for the year 2014, Abdul Jabbar Molla sold, conveyed and transferred the entirety of the Seventh Property to (1) Muslima Bibi Molla, (2) Imrul Zaman, (3) Nowaz Imtiaz Haider, (4) Abdul Azim Mandal, (5) Wasim Raja being represented by his constituted attorney Mst. Nasiha Begum, (6) Alisha Parween being represented by her constituted attorney Mst. Nasiha Begum, (7) Sk. Jasimuddin Mandal and (8) Abdur Rajjak, for the consideration mention therein. It is pertinent to mention that Muslima Bibi Molla has purchased undivided 2/7th share i.e. land measuring 3.14 (three point one four) decimal and Imrul Zaman, Nowaz Imtiaz Haider, Abdul Azim Mandal has purchased undivided 1/7th share each i.e. land measuring 1.57 (one point five seven) decimal each and Wasim Raja, Alisha Parween, Sk. Jasimuddin Mandal and Abdur Rajjak has purchased undivided 1/14th share each i.e. land measuring 0.7857 (zero point seven eight five seven) decimal each through this Deed.
- 7.7 By a Deed of Conveyance dated 15th June, 2017, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2017, at pages 149276 to 149298, being Deed No. 152305225 for the year 2017, Jasimuddin Mondal and Muslima Bibi Molla jointly sold, conveyed and transferred land measuring 2.50 (two point five zero) decimal to Biswajit Saha and Bipasha Saha, for the consideration mentioned therein. It is pertinent to mention that (1) Jasimuddin Mandal has sold his entire share in the Seventh Property and Muslima Bibi has sold land measuring 1.7146 (one point seven one four six) decimal out of her purchased share of 3.1428 decimal through this Deed.
- 7.8 In the abovementioned events and circumstances (1) Biswajit Saha, (2) Bipasa Saha, (3) Wasim Raja, (4) Alisha Parween, (5) Muslima Bibi Molla, (6) Nowaz Imtiaz Haider, (7) Abdul Azim Mondal, (8) Imrul Zaman and (9) Abdur Rajjak became the joint owners of the Said Property and got their names mutated in the Block Land and Land Reforms Office vide L.R. *Khatian* Nos. 6524, 6526, 5801, 5784, 5805, 5803, 5802, 5804 and 5780 respectively.
- 7.9 In the abovementioned events and circumstances (1) Biswajit Saha, (2) Bipasa Saha, (3) Wasim Raja, (4) Alisha Parween, (5) Muslima Bibi Molla, (6) Nowaz Imtiaz Haider, (7) Abdul Azim Mondal, (8) Imrul Zaman and (9) Abdur Rajjak became the joint owners of the Said Property. The share of each of the owner in the Sixth Property is tabulated below:

SL. No.	Name of the Legal Heir	Share Inherited (in decimal)
1.	Biswajit Saha	1.25
2.	Bipasa Saha	1.25
3.	Wasim Raja	0.7857
4.	Alisha Parween	0.7857
5.	Muslima Bibi Molla	1.4282
6.	Nowaz Imtiaz Haider	1.57

7.	Abdul Azim Mondal	1.57
8.	Imrul Zaman	1.57
9.	Abdur Rajjak	0.7857

- 7.10 Biswajit Saha and Bipasa Saha being desirous of developing and commercially exploiting their share in various properties inter-alia their share in the Said Property entered into a Development Agreement and Power Of Attorney dated 3rd October, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 377373 to 377436, being Deed No. 1523011507 for the year 2018 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein
- 7.11 Wasim Raja, Alisha Parween and Muslima Bibi Molla being desirous of developing and commercially exploiting their shares in various properties inter-alia their share in the Said Property entered into a Development Agreement dated 14th September, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 395215 to 395287, being Deed No. 152310847 for the year 2018 with Naoolin Realcon Private Limited and subsequently executed a Power Of Attorney dated 27th September, 2018, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 377052 to 377097, being Deed No. 152311517 for the year 2018, as per the terms of the development agreement.
- 7.12 Nowaz Imtiaz Haider, being desirous of developing and commercially exploiting his share in various properties inter-alia his share in the Said Property entered into a Development Agreement and Power Of Attorney dated 24th September, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 370982 to 371061, being Deed No. 152311204 for the year 2018 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 7.13 Abdul Azim Mondal, being desirous of developing and commercially exploiting his share in the Said Property entered into a Development Agreement and Power Of Attorney dated 5th February, 2019 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 119720 to 119769, being Deed No. 152303053 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 7.14 Imrul Zaman, being desirous of developing and commercially exploiting his share in various properties inter-alia his share in the Sixth Property entered into a Development Agreement and Power Of Attorney dated 20th November, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 60529 to 60588, being Deed No. 152301393 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 7.15 Abdur Rajjak, being desirous of developing and commercially exploiting his share in various properties inter-alia his share in the Said Property entered into a Development Agreement and Power Of Attorney dated 29th October, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 402033 to 402132, being Deed No. 152312177 for the year 2018 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 7.16 In the above mentioned events and circumstances the said **(1)** Biswajit Saha, **(2)** Bipasa Saha, **(3)** Wasim Raja, **(4)** Alisha Parween, **(5)** Muslima Bibi Molla, **(6)** Nowaz Imtiaz Haider, **(7)** Abdul Azim Mondal, **(8)** Imrul Zaman and **(9)** Abdur Rajjak as joint owners of the Seventh Property and have granted development rights to Naoolin Realcon Private Limited.

8. In the above mentioned circumstances the Land Owners being (1) Naoolin Realcon Private Limited, (2) Nabhomoni Construction Private Limited, (3) Jasimuddin Mondal, (4) Wasim Raja, (5) Alisha Parween, (6) Sandhya Rani Kansabanik, (7) Sukdeb Bhaumik, (8) Jotsnara Khatun, (9) Abdur Rajjak, (10) Soma Sarkar, (11) S. M. Kamaruzzaman, (12) Sahina Sabin, (13) Sanjay Kumar, (14) Md. Minanur Rahaman, (15) Md. Matinur Rahaman, (16) Mosiur Rahaman, (17) Mokhlesur Rahaman Molla, (18) Md. Mijanur Rahaman, (19) Mastafizur Rahaman Molla *alias* Mostafijur Rahaman *alias* Mustafijur Rahaman, (20) Biswajit Saha, (21) Bipasa Saha, (22) Wasim Raja, (23) Muslima Bibi Molla, (24) Nowaz Imtiaz Haider, (25) Abdul Azim Mondaland (26) Imrul Zaman became the joint owners of the Schedule Property i.e. **ALL THAT** piece and parcel of land measuring **96.279** (ninety six point two seventy nine) cottahs, more or less, comprised in R.S/L.R. Dag Nos. 3194, 3195, 3187, 3191/3815, 3191, 3196, 151 and 3192, recorded in L.R. Khatian Nos. 5477, 5467, 5471, 5470, 5469, 5468, 5464, 5473, 5474, 5472, 5466, 5476, 5463, 5475, 5478, 5654, 5655, 5656, 5657, 5658, 5659, 5660, 5661 and 5662, 5779, 5801, 5784, 5904, 5899, 5902, 5780, 5901, 5903, 5900, 5898, 6144, 6149, 6150, 6146, 6574, 6360, 6575, 6359, 6148, 6362, 6355, 6361, 6357, 6356, 6358, 6836, 6835, 5801, 6826, 6827, 6828, 3829, 6164, 6165, 6816, 6818, 6821, 6820, 6819, 6817, 6823, 6824, 6151, 6525, 5804, 6163, 1029, 1022, 1027, 1025, 1031, 1059, 1024, 1026, 1030, 1019, 1016, 1018, 1020, 1023, 1021, 6524, 6526, 5801, 5784, 5805, 5803, 5802, 5804, 5780, 6129, 6128, 6127, 6125, 6126, 6131, 6145, 6130, 6574, 6140, 2740, 6114, 6141, 2745, 2747, 6114, 2742, 1024 and 6132 in *Mouza Patharghata* and *Mouza Chapna*, J.L. No. 36 and J.L. No. 35, Police Station New Town (formerly Rajarhat), within Patharghata Gram Panchayet (**PGP**), Sub-Registration Office Rajarhat, District North 24 Parganas, more fully described in the **First Schedule** above.
9. Now, the Allottee herein has approached the Developer for allotment of a residential unit in the Project and in such regard this agreement is being executed to record such allotment of the Said Unit, more fully described in the **Fourth Schedule** hereunder.

THE THIRD SCHEDULE ABOVE REFERRED TO
(PART - I)
Common Area

The Common Areas shall include –

- A) Paths and passages, internal roads, common passages, drive ways, entrance gates
- B) Administrative and care taker's Room
- C) The foundation columns, beams, support, corridors, lobbies, stairs, stairways, landings, entrances, exits and pathways.
- D) Drains and sewers from the premises to the Municipal/Panchayet Duct.
- E) Water sewerage and drainage connection pipes from the Flats to drains and sewers common to the premises.
- F) Common toilets and bathrooms on the Ground Floor meant for use of durwans, drivers, maintenance staff, etc.
- G) Boundary walls of the entire project including outer side of the walls of the Said Building and main gates.
- H) Water pump and motor with installation and room therefore.
- I) Bore well, water pump, overhead tanks and underground water reservoirs, water pipes and other common plumbing installations and spaces required thereto.
- J) Transformer, electrical wiring, meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Flat) and spaces required therefore.
- K) Windows/doors/grills and other fittings of the Common Areas Generator its installations and its allied accessories and spaces required therefore.
- L) Lifts, Lift Machine Room and their accessories installations and spaces required therefore.
- M) Such other Common Areas, equipments, installations, fixtures, fittings in covered and open space in or about the Said Project and/or the Said

Building as are necessary for passage to or use and occupancy of the Flats as are necessary.

- N) Fire fighting system in the Said Building/Said Project.
- O) Machinery for twenty four hours water supply from captive and deep tubewells and water filtration plant, if any.
- P) AC Community Hall with Toilets and Cooking Area.
- Q) AC Gymnasium with equipments and accessories.
- R) Swimming Pool.
- S) Indoor Games Room with equipments and accessories.
- T) Landscaped Garden.
- U) Top Roof of the Said Building for common use.
- V) Closed Circuit Camera/T.V. at the ground floor level, with Central Security Surveillance.

(PART – II)
(Specifications, Amenities and Facilities)

FOUNDATION		RCC Foundation
WALLS		Bricks/Blocks
ROOMS		
	FLOOR	Vitrified Tiles
	WALL	Putty Finish
KITCHEN		
	FLOOR	Tiles
	COUNTER	Black granite Counter Top
	SINK	Stainless Steel Sink
	DADO	Ceramic tiles (2 ft. above counter)
TOILET		
	FLOOR	Ceramic Tiles
	DADO	Glazed Tiles
	W.C.	European type of reputed brand
	WASH BASIN	Reputed brand
FITTINGS		
	DOOR FRAME	Wooden Frame
	SHUTTER	Flush Door (Decorative Polished)
	WINDOW	Sliding Aluminium Anodized
	WIRING	Concealed Copper Wiring
	GENERATOR	Power backup – 24 x 7
	STAIRCASE/LOBBY	Spacious Staircase, elegant lobby floor corridors
	WATER SUPPLY	24 x 7 Captive Water Supply

AMENITIES & FACILITIES

- Swimming Pool
- Community Hall
- Fully Equipped Gymnasium
- Intercom
- Elevated Landscaped Garden
- Children's Play Area
- Seniors' Sitting
- CCTV
- Fully Automatic Elevators
- Water Treatment Plant
- 24 hours water supply
- 24 hours Power back-up

THE FOURTH SCHEDULE ABOVE REFERRED TO
(APARTMENT AND COVERED CAR PARKING)

ALL THAT Apartment No. ____, on the ____ floor, measuring a carpet area of ____ square feet, more or less, corresponding to super built-up area of ____ square feet more or less, in the Block no. ____, and covered car parking No. ____, on the ____ floor, measuring a carpet area of ____ square feet, more or less, corresponding to super built-up area of ____ square feet, more or less, in the Block no. ____, within the residential housing complex/project named “**Sun Shine Enclave**” **ALONG WITH** undivided proportionate share, right, title and interest in the land underneath the building on which the flat is situated, forming part of the Schedule Property **TOGETHER WITH** common rights in the common areas and facilities of the said building/Project/Schedule Property.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(PART – I)
(Total Price)

Rs. _____/- (Rupees _____) only for the Apartment and covered car parking and to be paid by the Allottee to the Developer in the manner as mentioned in Part – II below: This includes Extras and Interest free deposits.

(PART – II)

PAYMENT PLAN							
SI No.	Particulars			Percentage	Basic Amount(Rs.)	Tax Amount(Rs.)	Total Amount(Rs.)
1.	A) On BOOKING: APPLICATION MONEY (1,00,000/- PLUS GST)	}	10%	20%			
	B) On BOOKING: 10% OF TOTAL CONSIDERATION EXCLUDING APPLICATION MONEY						
2	AGREEMENT WITH IN 10 DAYS		10%				
3	ON COMPLETION OF PILING			10%			
4	ON COMPLETION OF 1ST FLOOR CASTING			8%			
5	ON COMPLETION OF 2RD FLOOR CASTING			8%			
6	ON COMPLETION OF 3 RD FLOOR CASTING			8%			
7	ON COMPLETION OF 4 TH FLOOR CASTING			8%			
8	ON COMMENCEMENT OF 5 TH FLOOR CASTING			8%			
9	ON COMMENCEMENT OF 6 TH FLOOR CASTING			8%			
10	ON COMMENCEMENT OF 7 TH FLOOR CASTING			8%			
11	ON COMMENCEMENT OF 8 TH FLOOR CASTING			8%			
12	ON POSSESSION			6%			
	TOTAL			100%			

Extras & Deposits:	
1) Transformer/Main Elect. : Rs.45/-per sq. ft. onsuper built-uparea + 18% GST	
4) Maintenance Charges: 1 Year maintenance charge @ 3.5 Rs. * Superbuiltup area + 18% GST	
5) Legal & Registry Processing Charge: 35000/- + 18% GST as applicable	
Other terms and conditions :	
c) Registration / Stamp Duty / Taxes: As Applicable (to be bourne by the purchaser)	
d) GST: As Applicable & Compulsory	

THE SIXTH SCHEDULE ABOVE REFERRED TO:
(OTHER DEFINITIONS)

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

ADVOCATES – shall mean **Victor Moses & Co.**, Solicitors & Advocates, Temple Chambers, 6, Old Post Office Street, Kolkata – 700 001 appointed by the Developer herein, inter alia, for preparation of this agreement and Conveyance for transfer of the apartment and covered car parking in the Project.

ARCHITECT – shall mean **Maniramka & Associates** or any other person(s) who may be appointed by the Developer as the Architect for the Project and who is registered as an architect under the provisions of the Architects Act, 1972.

ASSOCIATION – shall mean an Association of Allottees in the Project to be formed by the Promoter under the provisions of West Bengal Apartment and covered car parking Ownership Act 1972 or any other similar Act applicable thereto.

APPLICATION MONEY- shall have the meaning ascribed to it in Clauses herein above.

BOOKING AMOUNT- shall mean 10% of the Total Price of the Apartment and covered car parking which includes the Application Money;

BLOCK/TOWER -shall mean the New Building block or tower where the Apartment and covered car parking(s) of the Allottee(s) is/are situated comprising residential apartment and covered car parkings, residential areas, open or covered parking spaces and other constructions whatsoever to be constructed, erected and completed in accordance with the Plan.

BUILT-UP AREA - shall according to its context mean the plinth area of the apartment and covered car parking described in the **Fourth Schedule** herein above and shall include, inter alia the area of covered balcony attached thereto and also thickness of the outer walls, internal walls columns pillars therein Provided That if any wall column or pillar being common between two apartment and covered car parkings then half of the area under such wall, column or pillar shall be included in each such apartment and covered car parking.

CARPET AREA - shall according to its context mean the usable floor area of the apartment and covered car parking described in the **Fourth Schedule** herein above excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the apartment and covered car parking.

COMMON AREAS – shall mean and include as mentioned in the **third Schedule** herein above written to be used in common by all the Allottees of the Project, however excluding the Allottees of the commercial units of they said Project.

COMMON FACILITIES AND AMENITIES: shall mean and include the facilities and amenities as mentioned in Third **Schedule** herein above to be used and enjoyed in common by all the Allottees of the Project.

COMMON EXPENSES – shall mean and include as mentioned in the payment **Schedule** herein above written all expenses for maintenance, management, upkeep and administration of the Common Areas, Common Facilities and Amenities and for rendition of common services in common to the Allottees and to be contributed, borne, paid and shared by all the Allottees of the Project.

COMMON PURPOSES – shall mean and include the purpose of managing, maintaining and up keeping the said Project as a whole in particular the Common Areas, Common Facilities and Amenities, rendition of common services in common to the Allottes, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Allottes and relating to their mutual rights

and obligations for the beneficial use and enjoyment of their respective Apartment and covered car parkings exclusively and the Common Areas, Common Facilities and Amenities of the Building and the Project in common.

EFFECTIVE DATE – shall mean the date of execution of this Agreement when the Agreement comes into force.

FORCE MAJURE- shall have the meaning ascribed to it under the applicable statute.

BUILDING(S)/BLOCK(S)/TOWER(S) - shall mean 6 Towers whatsoever to be constructed erected and completed in accordance with the said Plan.

PLAN/S – shall mean the Building Plan No. 18/RPS dated 05/01/2023 being sanctioned by the Rajarhat Panchayat Samity pursuant to the NOC issued by the New Town Kolkata Development Authority vide Memo No. 7312/NKDA/BPS-04(63)/2014 for construction of the Project consisting of several residential apartment and covered car parkings and commercial spaces and wherever the context so permits or intends shall include any modifications and/or alterations and/or revision thereto and includes site plan, service plan, parking and circulation plan, landscape plan, layout plan, structural designs and such other plan(s) as permitted and approved by the competent authority.

SAID PROJECT – shall mean the development of the said land by construction of New Buildings/Blocks/Towers consisting of residential apartment and covered car parkings with open areas and the car parking spaces whether open or covered within the project and commercial spaces and the Common Areas, Common Facilities and Amenities and all development works to be constructed, erected and completed by the Promoter on the said Entire Land or on the part thereof in terms of this Agreement and the Plan together with all easement rights and appurtenances belonging thereto.

SAID ENTIRE LAND – shall mean All That the piece and parcel of land containing total area of 96.279 Cottahs (158.8611 Dcml.) more or less situated accumulatively at **Mouza Chapna**, J.L. No. 35, comprised in R.S./L.R. Dag No. 151 under L.R. Khatian nos. 1016, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1027, 1029, 1026, 1028, 1030, 1031, 1059 and at **Mouza Patharghata**, J.L. No. 36, comprised in R.S./ L.R. Dag Nos. 3187, 3191, 3191/3815, 3192, 3194, 3195, 3196 under L.R. Khatian Nos. 5779, 6114, 6524, 6526, 6149, 6141, 5801, 5784, 5904, 5899, 6150, 6146, 5805, 6129, 6128, 6127, 6125, 6126, 6144, 6131, 6143, 6145, 6130, 6574, 6360, 5902, 6575, 5780, 6359, 6148, 5901, 5803, 6362, 6355, 6361, 6357, 6356, 5903, 6358, 2745, 2747, 6826, 6827, 6828, 6829, 6164, 6165, 6816, 6818, 6821, 6820, 5802, 6819, 6817, 6823, 6824, 6151, 6132, 6140, 6525, 5900, 5804, 6163, 6133, 6142, 6124, 5898, 2740, 6970, 6969 all under the Patharghata Gram Panchayat, Police Station - New Town, (previously Rajarhat), District North- 24 Parganasmore fully and particularly mentioned and described in the **Schedule** Herein above written.

SAID SHARE – shall mean proportionate undivided indivisible impartible variable share in the land comprised underneath the new building in the said land attributable to the apartment and covered car parking agreed to be purchased hereunder by the Allottees.

SAID APARTMENT AND COVERED CAR PARKING- shall mean **ALL THAT** the 2/3/4 BHK Residential **Apartment No.** ____ containing a carpet area of ____ sq. ft. (Super Built up Area of ____ Sq.ft)be the same a little more or less, on the ____ **Floor** of the block/tower no. ____ **and covered car parking No.** ____ containing a carpet area of ____ sq. ft. (Super Built up Area of ____ Sq.ft)be the same a little more or less, on the ____ **Floor** of the block/tower no. ____ of the Project known as **SUNSHINE ENCLAVE** presently under construction more fully and particularly described in the **Fourth Schedule** herein above written and undivided pro rata share of Common Areas of the Project more fully and particularly mentioned and described in the **Third Schedule** herein above written together with right to enjoy the Common Areas, Common Facilities and Amenities more fully and particularly mentioned and described in the **Third Schedule** herein above written to be used in common with the other Allottees.

SPECIFICATION – shall mean the specification for the said Project as mentioned in the **3rd Schedule** herein above written subject to the alterations or modifications as may be suggested or approved by the Architect.

All other words used herein shall have the same meaning, if defined in the Act or the Rules.

IN WITNESS WHERE OF Parties hereinabove named have set the irrespective hands and signed this Agreement for Sale at Kolkata in the presence of attesting witness, signing as such on the day first above written.

[VENDORS]

For _____

Director, _____ -
[DEVELOPER]

[ALLOTTEE]

Witnesses:

1.

2.

MEMO OF CONSIDERATION

Received **Rs.** _____/- (**Rupees** _____ **only**) towards part payment of the Total Price of the Apartment and covered car parking as per the terms of this Agreement.

<u>Flat & Block No.</u>	<u>CASH/Cheque/ TRANSACTION No.</u>	<u>Dated</u>	<u>Drawn On</u>	<u>Amount (Rs.)</u>
_____ & _____				
			<u>PAID VALUE:</u> _____/-	Rs. _____/-

Note : This Agreement is valid subject to realization of cheque(s).

For _____

Director, _____
[DEVELOPER]

