

AGREEMENT FOR SALE

This Agreement for Sale (Agreement) executed on this _____ day of _____ (2023).

By and Between

RISHINOX BUILDWELL LLP a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its Registered Office at Unit 306, DLF Galleria, New Town, Rajarhat, Police Station Newtown, Post Office Rajarhat, Kolkata-700156 (PAN AAVFR1692Q); represented by its Authorized Representative **Mr. Biswajit Bhattasali** (Aadhaar No. **286966882978**) son of Late **Birendra Chandra Bhattasali** residing at Zeosh Kuthir,

Kodbetala, Patulia, Khardah Post Office Patulia Police Station Khardah Kolkata-700119 having PAN AKXPB8344H, authorized vide resolution dated 16.05.2018; hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns);

AND

(1) _____ (Aadhaar No. _____)
 _____ of _____ aged about _____, residing at
 _____ P.O- _____ P.S.
 _____ (PAN
 _____), (2)
 (Aadhaar No. _____) _____ of _____ aged about
 _____, residing _____ at
 _____ P.O- _____ P.S.
 _____ (PAN _____), hereinafter called the
 "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assigns).

AND

(1) **MUCHMORE VINIMAY PRIVATE LIMITED**, (having CIN No. U51909WB2013PTC197936 and PAN AAICM9045Q) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO,
 (2) **JANNAT TRADECOM PRIVATE LIMITED**, (having CIN No. U51909WB2011PTC168295 and PAN AACJ6786H) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO,
 (3) **WELLTIME TIE-UP PRIVATE LIMITED**, (having CIN No. U51909WB2011PTC168292 and PAN AABCW1467D) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO,
 (4) **MEANTIME DEVELOPERS PRIVATE LIMITED**, (having CIN No. U70102WB2013PTC197930 and PAN AAICM9040M) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO,
 (5) **DHANAASHA HOMES PRIVATE LIMITED**, (having CIN No. U70102WB2013PTC197901 and PAN AAECD8489M) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO,
 (6) **LABHESHWARI RESIDENCY PRIVATE LIMITED**, (having CIN No. U70102WB2013PTC197925 and PAN AACCL5833B) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO,
 (7) **VISHNUDHAM TRADECON PRIVATE LIMITED**, (having CIN No.

U51909WB2013PTC197948 and PAN AAECV6279P) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001, Police Station Hare Street, Post office GPO, **(8) DELIGHT VINTRADE PRIVATE LIMITED,** (having CIN No. U51909WB2011PTC162951 and PAN AADCD8946Q) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco

House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(9) JAGVANDANA COMMODEAL PRIVATE LIMITED,** (having CIN No. U51909WB2013PTC197855 and PAN AADCJ2089G) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001, Police Station Hare Street, Post office GPO, **(10) MODAKPRIYA PLAZZA PRIVATE LIMITED,** (having CIN No. U70102WB2013PTC197858 and PAN AAICM9140J) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(11) KHUSHBOO TRADECON PRIVATE LIMITED,** (having CIN No. U51909WB2011PTC156743 and PAN AAECK1912C) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(12) KAILASHDHAM DEALCOM PRIVATE LIMITED,** (having CIN No. U51909WB2013PTC197856 and PAN AAFCK3580R) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001, Police Station Hare Street, Post office GPO, **(13) MORIYA ENCLAVE PRIVATE LIMITED,** (having CIN No. U70102WB2013PTC197841 and PAN AAICM9038P) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(14) FUNIDEA TOWERS PRIVATE LIMITED,** (having CIN No. U70102WB2013PTC197849 and PAN AACCF2955Q) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001, Police Station Hare Street, Post office GPO, **(15) SAFAL TRADECOM PRIVATE LIMITED,** (having CIN No. U51909WB2011PTC168288 and PAN AAQCS4075A) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(16) PANCHDHAN VYAPAAR PRIVATE LIMITED,** (having CIN No. U51909WB2013PTC197908 and PAN AAHCP4433A) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(17) PRANIT VINIMAY PRIVATE LIMITED,** (having CIN No. U51909WB2011PTC156733 and PAN AAFCP7874F) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(18) KARAN VINIMAY PRIVATE LIMITED,** (having CIN No. U51909WB2011PTC156741 and PAN AAECK1913D) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(19) MEANTIME DEALCOM**

PRIVATE LIMITED, (having CIN No. U51909WB2013PTC197850 and PAN AAICM9076B) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(20) ASPIRE DEALERS PRIVATE LIMITED**, (having CIN No. U51909WB2011PTC168313 and PAN AAJCA8756B) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(21) MANINAGAR DEALCOM PRIVATE LIMITED**, (having CIN No. U51909WB2013PTC197929 and PAN AAICM9039N) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(22) AAREN VINIMAY PRIVATE LIMITED**, (having CIN No. U51909WB2011PTC156742 and PAN AAJCA0782B) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(23) PRIMARY COMMODEAL PRIVATE LIMITED**, (having CIN No. U51909WB2011PTC162933 and PAN AAGCP0901Q) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(24) OVERGROW PLAZZA PRIVATE LIMITED**, (having CIN No. U70102WB2013PTC197830 and PAN AABCO9200G) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(25) NIRMALKUNJ HIGHRISE PRIVATE LIMITED**, (having CIN No. U70102WB2013PTC197949 and PAN AAECN5007D) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(26) MANGALNAYAK HOMES PRIVATE LIMITED**, (having CIN No. U70102WB2013PTC197851 and PAN AAICM9077A) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001, Police Station Hare Street Post office GPO, **(27) HIGHVIEW VINIMAY PRIVATE LIMITED**, (having CIN No. U51909WB2011PTC164279 and PAN AACCH6949J), a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(28) TEENLOK NIRMAN PRIVATE LIMITED**, (having CIN No. U70102WB2013PTC197843 and PAN AAECT8146R) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(29) AANYA COMMOTRADE PRIVATE LIMITED**, (having CIN No. U51909WB2011PTC156744 and PAN AAJCA0781C) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(30) MAKELIFE PROMOTERS PRIVATE LIMITED**, (having CIN: U70102WB2013PTC197928 and PAN AAICM9015E) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(31) MURLIDHAR DEALCOM PRIVATE LIMITED**, (having CIN: U51909WB2013PTC197937 and PAN AAICM9041L) a Company incorporated under the

Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001, Police Station Hare Street, Post office GPO, **(32) ROSELIFE PLAZZA PRIVATE LIMITED**, (having CIN: U70102WB2013PTC197842 and PAN AAGCR6643B) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(33) RANGARANG DEALCOM PRIVATE LIMITED**, (having CIN: U51909WB2013PTC197906 and PAN AAGCR6733G) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001, Police Station Hare Street, Post office GPO, **(34) LINKSTAR APPARTMENTS PRIVATE LIMITED**, (having CIN: U70102WB2013PTC197831 and PAN AACCL5834G) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(35) LAXMIDHAN VINCOM PRIVATE LIMITED**, (having CIN: U51909WB2013PTC197907 and PAN AACCL5845K) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(36) LABHESHWARI COMMODEAL PRIVATE LIMITED**, (having CIN: U51909WB2013PTC197840 and PAN AACCL5832A) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001, Police Station Hare Street Post office GPO, **(37) KESARINANDAN VYAPAR PRIVATE LIMITED**, (having CIN: U51909WB2013PTC197927 and PAN AAFCK3532P) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001, Police Station Hare Street Post office GPO, **(38) KAILASHDHAM RESIDENCY PRIVATE LIMITED**, (having CIN: U70102WB2013PTC197904 and PAN AAFCK3552M) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(39) FUNIDEA DEALCOMM PRIVATE LIMITED**, (having CIN: U51909WB2013PTC197902 and PAN AACCF2956P) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(40) DHANAASHA COMMODEAL PRIVATE LIMITED**, (having CIN: U51909WB2013PTC197829 and PAN AAECD8448E) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(41) ARROWLINE COMMODEAL PRIVATE LIMITED**, (having CIN: U51909WB2013PTC197881 and PAN AAMCA1369F) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(42) APNAPAN TRADECOM PRIVATE LIMITED**, (having CIN: U51909WB2013PTC197926 and PAN AAMCA1320L) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(43) LINKPLAN RESIDENCY PRIVATE LIMITED**, (having CIN: U70102WB2013PTC197865 and PAN AACCL5842Q) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco

House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(44) MITHIL TRADECOM PRIVATE LIMITED**, (CIN No. U51909WB2013PTC197857 and having PAN AAICM9139R) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(45) BLUESNOW NIKETAN PRIVATE LIMITED**, (CIN No. U70102WB2013PTC197854 and having PAN AAFCB7118N) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(46) SUBHKARI DEALCOM PRIVATE LIMITED**, (CIN No. U51909WB2013PTC197909 and having PAN AATCS8398H) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(47) BRIJDHARA TRADECOM PRIVATE LIMITED**, (CIN No. U51909WB2013PTC197882 and having PAN AAFCB7081C) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(48) JAGVANDANA CONSTRUCTIONS PRIVATE LIMITED**, (CIN No. U70102WB2013PTC197903 and having PAN AADCJ2068D) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(49) DEEPSHIKA VINCOM PRIVATE LIMITED**, (CIN No. U51909WB2013PTC197900 and having PAN AAECD8488L) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001 Police Station Hare Street Post office GPO, **(50) BOSSLIFE ENCLAVE PRIVATE LIMITED**, (CIN No. U70102WB2013PTC197863 and having PAN AAFCB7080D) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001, Police Station Hare Street Post office GPO, **And (51) NIRMALMAYA COMMOMODEAL PRIVATE LIMITED**, (having CIN U51909WB2013PTC197947 and PAN AAECN5008N) a Company incorporated under the Companies Act, 1956 having its correspondence office at 1, Old Court House Corner, Tobacco House, 1st Floor, Room No - 104, Kolkata-700001, Police Station Hare Street, Post office GPO all Owners (1) to (51) represented by their Constituted Attorney **Mr. Biswajit Bhattasali** (Aadhaar No. **286966882978**) son of Late **Birendra Chandra Bhattasali** residing at Zeosh Kuthir, Kodbetala, Patulia, Khardah Post Office Patulia Police Station Khardah Kolkata-700119 having PAN AKXPB8344H; hereinafter referred to as the **“Owners”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective successors or successors-in-interest and/or assigns)

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

WHEREAS:

- A. The Owners are the full and lawful owners of lands admeasuring 4.95 acre or 495 Sataks more or less comprised in R.S. and LR Dag Nos. 1061 (area 48 satak), 1062 (area 46 Satak), 1063 (39 satak), 1064 (07 satak), 1065 (area 07 satak), 1067 (area 6 satak), 1074 (area 05 satak), 1076 (28 satak), 1077 (26 satak), 1078 (area 29 satak), 1079 (area 35 satak), 1080 (area 37 satak), 1083

(area 05 satak), 1084 (area 21 satak), and portions of L.R. Dag Nos. 1075 (area 19 out of 32 satak), 1081 (area 6 satak out of 11 satak), 1082/1274 (area 11 satak), 1085/1275 (area 06 satak), 1086/1277 (area 38satak), 1087/1276(area 57satak) and 1088 (19 satak) recorded in L.R. Khatian Nos.3111, 3112, 3113, 3114, 3115, 3116, 3117, 3118, 3119, 3120, 3121, 3122, 3123, 3124, 3125, 3126, 3127, 3129, 3130, 3131, 3132, 3133, 3134, 3135, 3136, 3137, 3138, 3139, 3140, 2991, 2992, 2993, 2994, 2995, 2996, 2997, 2998, 2999, 3000, 3001, 3002, 3003, 2858, 2859, 2860, 2861, 2862, 2863, 2864, 3149 and 3054 in Mouza Kalikapur, J. L. No. 40 under Police Station Rajarhat, within Patharghata Gram panchayat, Pin Code 700135 in the District of North 24 Parganas described in **Part-1 of Schedule A ("Said Land")** vide sale deed(s) and other chain of title as mentioned in **Part-10 of Schedule A** hereto.

- A1 The Owners and the Promoter have entered into a joint development Agreement dated 25th April, 2017 between the Owners and the Promoter Developer and registered with the Additional District Sub-Registrar, Rajarhat in Book I Volume No. 1523-2017 Pages 97051 to 97172 Being No. 152303313 for the year 2017.
- B. The said Land is earmarked for the purpose of building a residential project comprising multistoried apartment buildings and the said entire project has been named as '**RISHI PRANAYA**' ("**Whole Complex**") comprising of the following:-
- B1. The first phase having 2 (Two) multistoried apartment buildings numbered Tower-1 and Tower-2 as described in **Part-3 of Schedule A** hereto ("**First Phase**"). The construction of the Buildings at the First Phase is in progress;
- B2. The second phase of the Whole Complex is to contain 2 (Two) multistoried apartment buildings numbered as Tower-3 and Tower-4 ("**Buildings**") as described in **Part-4 of Schedule A** hereto ("**Second Phase**"). The construction of the Buildings at the Second Phase is being commenced and the said Second Phase shall be and shall always be the "**Project**" for the purposes of this agreement;
- B3. The third phase for which there is high possibility and in case the said proposed third phase is taken up will comprise of additional building/s construction of which would probably be possible and/or feasible owing, primarily to, the proposed implementation of the proposed scheme of the government and/or the concerned authority for widening of the road abutting the Said Land on which the Whole Complex is to situate as per the prevalent alignment and the Promoter has identified a portion of the Said Land for construction of such proposed additional building/s in the said proposed third phase ("**Third Phase**") for which plans shall be submitted by the Promoter in future for sanction. It is, however, made clear and the Allotee has clearly understood and/or shall always be deemed to have clearly understood that it will not be necessary for the Promoter to develop the Third Phase and the final decision in this regard shall be at the sole discretion of the Promoter.
- B4. Certain areas and amenities are common between the First Phase and the Second Phase and are mentioned in **Section 3 of Part-7 of Schedule A** hereto. In case and as and when the Third Phase is constructed certain areas and amenities will be common between all three phases or parts of them as per particulars mentioned in **Section 4 of Part-7 of Schedule A** hereto.

- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the portion of the said Land on which Project is to be constructed have been completed;
- D. The intimation for commencement of construction of works relating to the Project has been submitted by the Promoter with the Rajarhat Panchayat Samity vide letter dated 04.10.2021 intimating the date of commencement as 05.10.2021.
- E. The Promoter has obtained the final sanctioned building plan approvals for the Buildings at the Project from Rajarhat Panchayat Samity vide Building Permit No. 779/RPS dated 01.10.2021 ("**sanctioned building plans**" which expression shall include all sanctions, vertical/horizontal extensions, modifications, integrations, revalidations and revisions made thereto, if any, from time to time by Rajarhat Panchayat Samity and other concerned authorities). The Promoter agrees and undertakes that it shall not make any changes to these layout plans insofar as the same relates to the Buildings or any of them in the Project except as elsewhere herein contained and/or in strict compliance with section 14 of the Real Estate (Regulation and Development) Act, 2016 ("**Act**") and other laws as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority (WBREERA) at Calcutta Greens Commercial Complex, 1st Floor, 1050/2, Survey Park, Kolkata - 700075 no. _____ on _____ under registration no. _____.
- G. The Allottee had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ ("**Unit**") having carpet area of _____ square feet, type _____, on _____ floor in Tower No. _____ ("**Designated Building**") along with right of parking _____ (____) _____ ad measuring _____ square feet in the _____, as permissible under the applicable law ("**Parking Facility**") and of pro rata share in the common areas as mentioned in **Section 1 and Section 2 of Part-7 of SCHEDULE A** hereto and any other areas defined under clause (n) of Section 2 of the Act comprised in the Project ("**Common Areas**"). (The Unit, the Parking Facility, if any and pro rata share of the Common Areas hereinafter collectively referred to as the "**Designated Apartment**" and the Unit is more particularly described in **PART-5 of Schedule A** and the floor plan of the Unit is annexed hereto and marked as **Schedule B**. Be it clarified that the term Common Areas insofar as the same refers to the share of the Allottee in the land shall mean the land in Second Phase described in **Part-2 of Schedule A ("Project Land")** hereto and pro rata share to be conveyed shall be of the land comprised in the plinth of the Building in which the Designated Apartment be situated;
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. Additional Disclosures/Details by the Promoter to the Allottee:
- a. In addition to the Land at the Project, the Promoter has, amongst other rights, the rights of development, transfer and administration in respect of the remaining portions of the said Land. Out of the same the construction of the Buildings at the Phase 1 is in progress and the same has been registered as a project under the then prevalent Real Estate Laws. Furthermore there is likelihood of grant of additional sanction areas at the said Land in future on account of

implementation of the road alignment of the State Government authorities and the Promoter has already identified portion of the said Land being Phase 3 land, for utilizing the additional sanctioned areas once it becomes available. ;

- b. The sanctioned plans so far approved relate to the Whole Complex without the benefit of road width arising due to road widening as per the prevalent alignment and is being developed in phases by the Promoter. The phases are as per Recital B and its sub-clauses thereof.
- c. The Project as well as projects on the Phase 1 and Phase 3 shall be without affecting the entitlement of the Allottee as regards the Unit and if so required by the Promoter, the Allottee shall be bound to execute and/or register such supplementary agreements to effectuate and implement the integration and related terms and conditions as formulated by the Promoter.
- d. The common areas and amenities for all three phases include the multi facility club for the common use of owners and occupiers of all three phases of the Project (“**Pranayam Club**”). The constructions in respect of a part of the Pranayam Club is already being undertaken in Phase 1 and a further part of it shall be erected as part of the Project. Only in case and as and when the Phase 3 is constructed, the parts of Pranayam Club in such Phase 3 shall be constructed. The Promoter shall provide the first time equipments and infrastructure to be installed in Pranayam Club. The use of the facilities of the Pranayam Club by any person shall be subject to adherence of the applicable rules and payment of applicable charges in respect thereof by such person from time to time.
- e. The land of Phase 3 shall be kept open and not be claimed by the allottees of the Phase 1 and the Project and the Promoter shall be free to segregate the same by fencing or boundary walls. In case the Promoter allows use of the same to the Allottees with or without any landscaping or other works thereat, such use shall be temporary and will not confer any right upon the Allottee in respect thereof nor any right upon the Allottee to object to development of the same in future and transfer of areas therein to prospective buyers/allottees thereof as part of Phase 3
- f. In the Project the common open parking space (mainly for visitors) have been identified in a separate portion. The remaining parking spaces are sanctioned as per the sanctioned building plans and are intended to be allotted to allottees of Units. The parking spaces, as per the current planning are of types open, covered and semi covered and located in the ground floor of the Buildings, Open Spaces at the Project Land and/or Multilevel Mechanized Parking Systems (“**MCP**”). While MCP will always be a dependent parking, the location of other parking space will determine the dependence/independence of use of the same. A parking facility is dependent if the to and fro movement of the vehicle from the allotted parking space to the driveway is dependent upon moving another parked vehicle.
- g. For a regulated and disciplined use of the parking spaces, the Promoter has reserved the right to allot parking facility to the interested allottees applying for the same in an organized manner whereby each allottee shall be allotted, parking facility of the type applied by him in an identified dependent or independent space. Since different kinds of parking spaces have different costing, the Promoter has fixed different costs in respect of the different categories of parking space.
- h. In case the Promoter finds demand of parking facility to be more than the current capacity of the Project or any projects to be constructed in any Future Phase Lands or otherwise considers it

appropriate, the Promoter may (a) plan and construct multilevel mechanized parking system in any part of the Project and for that to modify existing sanctioned building plans, and/or (b) allot parking facility to allottees of units in the Project and/or in the projects in any Third Phase and vice versa.

- i. While the allotment to the Allottee hereunder mentions the type of parking facility allotted to the Allottee, the actual location of the parking space to be granted to the Allottee shall be decided by the Promoter from time to time before allotment of parking spaces.
- j. A portion of the Project shall contain Units for non-residential use (including but not limited to ATM, banking, office, shop, restaurant, café, parlour etc.) and shall include the right of access from the entrance and passage to the Project Land as well as separate entrance together with open spaces surrounding the same and other areas relating thereto that may be identified as commercial block (“**Commercial Block**”) and also include any Parking Spaces, open and covered spaces as the Promoter may identify earmark or demarcate as being exclusive to or for the non-residential Units it being clarified that the Promoter may alter or vary the size or location of such open and covered space and when so altered or varied, the altered or varied area shall form part of the Commercial Block. The Promoter, at its discretion, may sell or otherwise transfer the constructed and open spaces and parking areas and other rights forming part of the Commercial Block or appurtenant thereto to the intending allottees at such price and on such terms and conditions which the Promoter may deem fit and proper and to grant to the allottees of such commercial units/shops any limited right of access and passage of men materials utilities and vehicles through demarcated portion of the Common Areas as the Promoter may, in its sole discretion, decide and grant.
- k. Each of the projects on the First Phase, the Second Phase and the Third Phase shall also have their own respective common areas, amenities and facilities. The mentioning of the future plans pertaining to third phase are not to be taken as any commitment or promise to any Allottee thereabout and the Promoter is free to modify, alter, delay, defer, abandon its plans in respect thereof without being liable for any question or claim by the Allottee. However, in case the plan in respect of any of these lands fructify with or without any modification or alteration, then the Allottee is hereby made aware of the consequential terms and conditions contained in this agreement pertaining thereto and the Allottee shall be bound by the same. If the Promoter decides not to develop any part of the Project or projects in any Third Phase, then the Promoter shall be entitled to demarcate the connected land and exclude the same from the remaining lands and the Owner and Promoter shall own, hold, enjoy and/or deal with or transfer the excluded land in such manner as it may deem fit and proper.
- l. The Promoter may modify the sanctioned building plans in any manner in respect of its planning and implementation including as stated above and also insofar as the constructions on any other phase Lands is concerned in such manner as it may deem fit and proper.
- m. The other disclosures, details and additional terms are mentioned at several places in the Agreement and in the Schedules hereto and are agreed between the parties hereto.
- n. The Allottee accepts and acknowledges all the disclosures, details and additional terms mentioned above and connected thereto and agrees not to raise any objection or dispute with regard thereto. The Allottee accepts upon consideration that none of the aforesaid disclosures, details or terms affect the execution of the Project which is a building complex with its own

common areas and amenities and in any event, the Allottee upon understanding the same and the intent and purport thereof doth hereby provide to the Promoter its express consent as required under Section 14 of the Real Estate (Regulation and Development) Act, 2016 and rules and regulations for the time being applicable in West Bengal in respect of all acts, deeds and things done or that may be done by the Promoter in connection with the aforesaid disclosures, details and additional/connected terms.

- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms conditions, and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Designated Apartment and the parking (if applicable) as specified in clause G.

II NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE as follows:-

1. TERMS:

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

The Unit Price for the Designated Apartment and appurtenances based on the carpet area is Rs.....

.....Only) and the Deposit Amount is Rs.

..... Only) and Goods and Service Taxes are Rs.

..... only) aggregating to Rs.....

..... Only) ("Total Price") as per the break up and description below:-

| | | |
|----|---|--|
| | Tower - | Rate of Apartment per square feet. (Package Price) |
| | UnitNo. | |
| | Type Standard | ----- |
| | Floor - | ----- |
| | Exclusive balcony or verandah | Included in Total Price above |
| | Exclusive Open Terrace | Not Applicable |
| | Proportionate Common Area | No Separate Charges |
| | Preferential Location Charges | No Separate Charges |
| | Parking Rights | No Separate Charges |
| a) | Total Price (in rupees) without Taxes ("Unit Price") | Rs..... |
| b) | Other Charges:- | As per Clause- 11.2 |
| | b1)Club Membership | No Separate Charges |
| | b2)Generator/DG Charges | No Separate Charges |
| | b3)Association Formation Charges | No Separate Charges |
| | b4)Others | As per Clause-11.2 |
| c) | Deposits: | |
| | c1)Maintenance Corpus/Sinking Fund (As per Clause-11.2.2) | Rs..... |
| | c2) Advance Maintenance (As per Clause-11.2.2) | Rs..... |

| | | |
|----|---|---|
| d) | Taxes (The Goods & Service Tax and any other applicable tax on the Price shall be payable by the Allottee as per prevalent rates) | As per prescribed rates, currently being% on Rs. amounting to Rs. |
| e) | Total Price in Rupees (not including Sl. No. b4 above) | Rs..... (Rupees only) |
| f) | Aggregate of amounts mentioned in Sl. No. c1 and c2 referred to as "Deposit Amount" | Rs..... (Rupees only) |

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Designated Apartment;
- (ii) The Total Price and Taxes and Other Costs above includes Taxes payable by the Allottee and also include taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Unit to the Allottee and/or date of sale deed in favour of the Allottee.

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

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 days of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the

acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

- (iv) The Total Price of Designated Apartment includes: 1) pro rata share in the Common Areas; and 2) cost of parking(s), if any, as provided in the Agreement.

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

The Allottee(s) shall make the payment as per the payment plan applicable for Down Payment/Installment Payment** Plan set out in **PART-3** of **SCHEDULE "C"** ("**Payment Plan**").

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments as may be mutually agreed for the period by which the respective installment has been preponed. The provision, if any agreed, for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

Except as disclosed to the Allottee in this Agreement (including in clause I above), it is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein in respect of the Unit without the previous written consent of the Allottee.

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

The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after construction of the Building is complete and the completion/occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area within the defined limit, then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was found to have been paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement or if no rate is specified then on pro rate basis.

Subject to clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Designated Apartment as mentioned below.

- (i) The Allottee shall have exclusive ownership of the Unit.

- (ii) The Allottee shall also have undivided proportionate share in the Common Areas as members of the Association. Since the Share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with Owner, Promoter, other co-owners, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect including the House Rules. Further, the right of the Allottee 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 promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act.
- (iii) That the computation of the price of the Designated Apartment includes recovery of price of appertaining land, construction of [not only the Designated Apartment but also proportionately] the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, cost of providing electric wiring, fire detection and firefighting equipment in the common areas (if applicable) and includes cost for providing initial infrastructure necessary for the facilities, amenities and specifications as provided within the Project;

It is made clear by the Promoter and the Allottee agrees that the Unit along with Parking Facility, if any, shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee and except as disclosed to the Allottee as per clause 'I' above. It is clarified that Project's facilities and amenities as mentioned in **Section 2 of PART-7 of SCHEDULE A** hereto shall be available only for use and enjoyment of the allottees of the Project. The Project is in the second phase of the Whole Complex and the disclosures made above shall apply as regards the sharing of facilities and interdependence on several aspects between the Project, the First Phase and the Third Phase of the Whole Complex. The Common Amenities and Facilities mentioned in **Section 3 of Part-7 of Schedule A** shall be for use and enjoyment of the Allottees of the Project and First Phase. The Common Amenities and Facilities mentioned in **Section 4 of Part-7 of Schedule A** shall arise upon launch of the Third Phase and shall be for use and enjoyment of the Allottees of the Third Phase in common with the Allottees of the Project and the First Phase.

It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the Project, projects at the First Phase and that may be developed in the Third Phase shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972 unless a common association of allottees is formed for multiple phases

The Promoter agrees to pay all outgoings before transferring the physical possession of the Unit and the Parking Facility, if any, to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan (taken by the Promoter) and interest on mortgages, or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Designated Apartment and created by the Promoter. If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan (taken by the Promoter) and interest thereon

before transferring the Unit and the Parking Facility, if any, to the Allottee, the Promoter agrees to be liable, even after the transfer of the Unit and the Parking Facility, if any, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Allottee has paid a sum of Rs. _____/- (Rupees _____) only being part payment towards the Total Price of the Designated Apartment until the time of agreement the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Designated Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by construction milestones (except in cases of rebate in installments as per clause 1.5), the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable)] in favour of "RishinoxBuildwell LLP Pranaya Phase-II Escrow A/C" payable at Kolkata. The Owners and the Promoter shall apportion their respective shares in the amounts amongst themselves as mutually agreed between them. An intimation forwarded by the Promoter to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The issuance of such intimation by email or on any other digital platform at the address, email address or phone of the Allottee shall be sufficient intimation for the purpose of this clause by the Promoter upon the Allottee, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.

In case the Allottee committing any delay or default in any payment to be made to the Promoter hereunder, then without prejudice to the other rights and remedies of the Promoter in respect of such default hereunder or under law, the Promoter may appropriate the subsequent payments made by the Allottee on such head/s of the defaulted amount and interest applicable thereon and in such manner as the Promoter may deem fit and proper and the Allottee shall not raise any objection, dispute or claim in respect thereof.

3.COMPLIANCE OF LAWS RELATING TO REMITTANCES:

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory 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 Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in

the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment/agreement of the Unit and Parking Facility, if any, applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

Time is the essence for the Promoter as well as the Allottee. The Promoter shall, subject to force majeure, abide by the time schedule for completing the Project and handing over the Unit to the Allottee and the common areas in a phase wise manner to the association of the allottees after receiving the occupancy certificate. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT / APARTMENT:

The Allottee has seen the specifications of the Unit and accepted the Payment Plan, plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Allottee has also understood that the building in which the Unit is situated forms part of the second phase of development. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and any modifications to be hereafter approved by the authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by The New Town Kolkata (Building) Rules, 2014 and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under this Agreement and the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE DESIGNATED APARTMENT:

Schedule for possession of the said Designated Apartment-

The Promoter agrees and understands that timely delivery of possession of the Unit is the essence of the Agreement. The Promoter based on the approved plans and specifications, assures to hand over possession of the Unit within **October 2026** with a grace period upto 6 months unless there is delay or failure due to war, flood, drought, fire, cyclone, epidemic, pandemic, earthquake or any other calamity caused by nature or other exigency affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit, Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes, impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment/agreement shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession -The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the Unit, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Unit to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter, on its behalf shall offer possession of the Unit within 90days of receiving the occupancy certificate* of the Project/Building containing the Unit.

Failure of Allottee to take Possession of Designated Apartment-

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

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

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

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

Compensation – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, and which defect was known to the Promoter and the Promoter had willfully not disclosed the same to the Allottee in the manner as provided under the Act and the claim for compensation under this section 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 Promoter fails to complete or is unable to give possession of the Designated Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Designated Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act:

Provided that where if the Allottee does not intend to withdraw from the project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Unit and the Parking Facility, if any.

8. REPRESENTATIONS AND WARRANTIES OF THE OWNERS/PROMOTER:

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

- (i) The Owners have absolute, clear and marketable title with respect to the Project Land; the Promoter has requisite rights to carry out development upon the Project Land and the Owners have absolute, actual, physical and legal possession of the Project Land with license to the Promoter to carry out the Project thereon;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) Save and except the construction finance from M/S Rollon Investments Pvt Ltd for construction of the Project by mortgaging, amongst other properties, the Project Land and the construction, there are no encumbrances upon the Unit and appertaining share in Project Land or in the Project.
- (iv) Save and except the Pending Litigation as stated in clause 27 of **Part-9 of Schedule A** below, there are no litigations pending before any Court of law with respect to the Project Land, Project or the Designated Apartment;

- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Designated Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owners/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Building and Designated Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Owners/Promoter have not entered into any agreement for sale (which is subsisting at present) and/or development agreement (save and except the Development Agreement) or any other agreement/arrangement with any person or party with respect to the Project Land including the Project and the said Designated Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Owners/Promoter confirms that the Owners/Promoter are not restricted in any manner whatsoever from selling the Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit and Parking Facility, if any, to the Allottee and the common areas to the Association of the allottees;
- (x) The Project 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 Project Land;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities;
- (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 Project Land) has been received by or served upon the Promoter in respect of the Project Land and/or the Project.
- (xiii) That the Project Land is not Waqf property.
- (xiv) The Promoter intends to make an application to the Regulatory Authority in terms of the Rules published on 27th July, 2021 upon the office of the authority become operational and ready to receive the same and the provisions and contents of this Agreement may undergo modifications or alterations if so required by the Regulatory Authority.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the Unit to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

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

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

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate specified in the Rules, for every month of delay till the handing over the possession of the Designated Apartment.

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

- (i) In case the Allottee fails to make payments for consecutive two demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate specified in the Rules;
- (ii) In case of Default by Allottee to register the Conveyance Deed or in complying with any other condition mentioned in this Agreement despite receiving a prior 30 days written notice from the Promoter in respect thereof or any Default under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Designated Apartment in favour of the Allottee and refund the money paid to him by the Allottee after deducting the amount paid at or before the execution of this agreement and the interest liabilities of the Allottee with an option to pay the same directly to the bank account of the Allottee given at the time of application form and this Agreement shall thereupon stand terminated:

Such refund to the Allottee by the Promoter shall be made out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person.

Notwithstanding any contrary provisions, it is expressly agreed that no refund to the Allottee shall, under any circumstances whatsoever, be made of any amount paid by the Allottee on account of Taxes and/or stamp duty and registration charges incurred by the Allottee. The

Allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.

Nothing contained in this Agreement shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.

10. CONVEYANCE OF THE SAID APARTMENT:

The Owner and the Promoter, on receipt of the complete amount of the Total Price and Taxes and Other Costs in respect of the Designated Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Unit together with the Parking Facility, if any and together with the proportionate indivisible share in the Common Areas within the Project within 3 (three) months from the date of issuance of the occupancy certificate*.

However, in case the Allottee fails to deposit the stamp duty and/or registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and payment of stamp duty and registration charges to the Promoter is made by the Allottee and on such Default the Allottee shall also be deemed to be under condition of default under clause 7.3 and 9.3 above. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees or any other Maintenance In-charge as per the House Rules. The cost of such maintenance shall be payable by the Allottee separately in addition to the Total Price of the Designated Apartment.

The maintenance of the said Buildings at the Project and/or of the Whole Complex shall be subject to the covenants and/or terms and conditions as more fully mentioned in **Part 11 of Schedule A** hereunder written.

12. DEFECT LIABILITY:

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

defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees or competent authority. The Allottee is/are aware that any change, alteration including breaking of walls or any structural members or the construction of any new wall or structural member will result in immediate cessation of the Promoter's obligation to rectify any defects or compensate for the same as mentioned in this Clause. The decision of the Architect in respect of the matter referred to in this clause shall be final and binding upon both the Promoter and the Allottee.

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

The Allottee hereby agrees to purchase the Designated Apartment 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 In-charge (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 In-charge from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/Maintenance In-charge/maintenance agency/Association shall have right of unrestricted access of all Common Areas, parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association of Allottees and/or maintenance agency to enter into the Designated Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect or for inspection and requiring the Allottee to remedy any want of repair.

15. USAGE:

Use of Basement (if any) and Service Areas: The basements (s) and service areas if any located within the Project (Second phase of Rishi Pranaya) shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Maintenance In-charge (including the Association of allottees formed by the allottees) for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to clause 12 above, the Allottee shall, after taking possession, be solely responsible to comply with the House Rules/Association Bye-laws and maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Buildings, or the Unit, Parking Facility, if any, or the common areas including staircases, lifts, common passages, corridors, circulation areas, atrium (if any) or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Designated Apartment and keep the Designated Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same

in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

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

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

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY THE ALLOTTEE:

The Allottee is entering into this Agreement for the allotment of the Designated Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Unit and Parking Facility, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Designated Apartment at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the occupancy certificate in respect of the Buildings in the Project has been issued by the competent authority(ies) except for as provided elsewhere in this agreement and/or in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

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

The Promoter has assured the Allottee that the Project can be registered in accordance with the provisions of the West Bengal Apartment Ownership Act,1972. The Promoter is in compliance

of various laws/regulations as applicable in the State of West Bengal to the extent applicable and within the knowledge of the Promoter.

21. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar/ Registrar of Assurances/District Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the registering authority for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, allotment 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 (after forfeiture of a sum of

Rs. _____ only of Total Consideration) with an option to pay the same directly to the bank account of the Allottee given at the time of application form 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 Designated Apartment.

23. RIGHT TO AMEND:

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

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE:

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall

not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other allottees.

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

26. SEVERABILITY:

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

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

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

28. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

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

30. NOTICES:

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

Name of Allottee:(.....) and
(.....)

Allottee Address:

.....
....., P.O., P.S.- -
.....

Email id of Allottee:

.....

RISHINOX BUILDWELL LLP -Promoter Name

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

cs.pranaya@rishi.org.in (email id of Promoter with Attention to "Customer Support – Rishi Pranaya")

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

31. JOINT ALLOTTEES:

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

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 applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act or as amended

from time to time and all disputes and differences relating to the Designated Apartment in the Project shall be subject to exclusive jurisdiction of Courts at Kolkata and Howrah only.

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED :

Allottee(including Joint buyers):

1)Signature _____

Name:.....

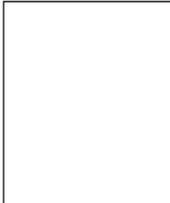
Address:.....
.....P.O., P.S.-,
.....



2) Signature _____

Name:.....

Address:.....
.....P.O., P.S.-,
.....

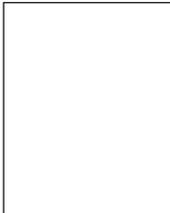


SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

Signature _____

Name: BISWAJIT BHATTASALI



Address: Zeosh Kuthir, Kodbetala, Patulia, Khardah Post Office PatuliaPolice Station Khardah
Kolkata-700119

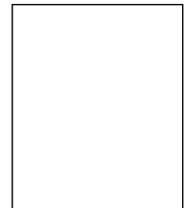
WITNESSES :

1. Signature_____
- Name_____
- Address _____

2. Signature_____
- Name_____
- Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Owner:



(1) Signature _____

Name: BISWAJIT BHATTASALI

Address: Zeosh Kuthir, Kodbetala, Patulia, Khardah Post Office Patulia Police Station Khardah
Kolkata-700119

At KOLKATA on _____ in the presence of:

WITNESSES :

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SCHEDULE 'A' ABOVE REFERRED TO:**PART-1
(SAID LAND)**

ALL THAT pieces or parcels of land containing an area of 4.95 acre or 495 Sataks more or less comprised in R.S. and LR Dag Nos. 1061 (area 48 satak), 1062 (area 46 Satak), 1063 (39 satak), 1064 (07 satak), 1065 (area 07 satak), 1067 (area 6 satak), 1074 (area 05 satak), 1076 (28 satak), 1077 (26 satak), 1078 (area 29 satak), 1079 (area 35 satak), 1080 (area 37 satak), 1083 (area 05 satak), 1084 (area 21 satak), and portions of L.R. Dag Nos. 1075 (area 19 out of 32 satak), 1081 (area 6 satak out of 11 satak), 1082/1274 (area 11 satak), 1085/1275 (area 06 satak), 1086/1277 (area 38), 1087/1276 (area 57 satak) and 1088 (19 satak out of 28 satak) recorded in L.R. Khatian Nos.3111, 3112, 3113, 3114, 3115, 3116, 3117, 3118, 3119, 3120, 3121, 3122, 3123, 3124, 3125, 3126, 3127, 3129, 3130, 3131, 3132, 3133, 3134, 3135, 3136, 3137, 3138, 3139, 3140, 2991, 2992, 2993, 2994, 2995, 2996, 2997, 2998, 2999, 3000, 3001, 3002, 3003, 2858, 2859, 2860, 2861, 2862, 2863, 2864, 3149 and 3054 in Mouza Kalikapur, J. L. No. 40 under Patharghata Gram Panchayat, Police Station Rajarhat Pin Code 700135 in the District of North 24 Parganas and butted and bounded as follows:-

On the **North**: Partly by 36 ft. Gram Panchayat Road and portion of other Dags;
 On the **South** : By various Dags in Mouza Patharghata;
 On the **East** : Partly by Gram Panchayet Road and other Dags; and
 On the **West** : Partly by Dag nos. 1060, 1069, 1073, 1075 and 1088.

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

**PART-2
(PROJECT LAND)**

ALL THAT pieces or parcels of land containing an area of 2 acre or 200Sataks more or less comprised in R.S. and LR Dag Nos. 1061 (area 18satak out of 48 satak), 1062 (area 17satak out of 46 Satak),1063(area 39 satak) 1064 (area 05satak out of 07 satak), 1065 (area 06satak out of 07 satak), 1075 (area 6 satak out of 32 satak)1076 (area 19 satak out of 28 satak), 1077 (area 26), 1087/1276 (area 57satak) and 1088 (area 7satakout of 28satak) recorded in L.R. Khatian Nos.3111, 3112, 3113, 3114, 3115, 3116, 3117, 3118, 3119, 3120, 3121, 3122, 3123, 3124, 3125, 3126, 3127, 3129, 3130, 3131, 3132, 3133, 3134, 3135, 3136, 3137, 3138, 3139, 3140, 2991, 2992, 2993, 2994, 2995, 2996, 2997, 2998, 2999, 3000, 3001, 3002, 3003, 2858, 2859, 2860, 2861, 2862, 2863, 2864, 3149 and 3054 in Mouza Kalikapur, J. L. No. 40 under Patharghata Gram Panchayat, Police Station Rajarhat Pin Code 700135 in the District of North 24 Parganas and butted and bounded as follows:-

On the **North**:Partly by 36 ft. Gram Panchayat Road and other Dags of Land Owners;
 On the **South**:By various Dags in Mouza Patharghata and other Dags of Land Owners;
 On the **East**:Partly by Gram Panchayet Road and other Dags of Land Owners; and
 On the **West** :Partly by Dag nos. 1060, 1069, 1073, 1088 and other Dags of Land Owners.

**PART-3
PHASE 1
(FIRST PHASE)**

1. Tower 1 having lower basement, upper basement, ground floor and 24 upper floors as per sanctioned plan dated 27.05.2019 and as per modification plans having lower basement, upper basement, ground floor and 23 upper floors
2. Tower 2 having lower basement, upper basement, ground floor and 24 upper floors as per sanctioned plan dated 27.05.2019 and as per modification plans having lower basement, upper basement, ground floor and 23 upper floors
3. Common Amenities and Facilities as mentioned in Section 3 of Part-7 of Schedule A hereto.

**PART-4
PHASE 2
(SECOND PHASE)**

(PROJECT)

1. Tower 3 having lower basement, upper basement, ground floor and 18 upper floors as per sanctioned plan dated 01.10.2021 and as per modification plans having lower basement, upper basement, ground floor and 23 upper floors
2. Tower 4 having lower basement, upper basement, ground floor and 17 upper floors as per sanctioned plan dated 01.10.2021 and as per modification plans having lower basement, upper basement, ground floor and 23 upper floors
3. Common Amenities and Facilities as mentioned in Section 2 of Part-7 of Schedule A hereto.

**PART-5
(DESIGNATED APARTMENT)**

1. **ALL THAT** the residential flat (under construction) being Unit No. containing a carpet area of Square feet more or less alongwith balcony with a carpet area of Square feet more or less and a total built-up area of Unit (including Balcony) of Square feet more or less on the floor of the Tower – of the Project at the said Land.
2. **SPECIFICATIONS (WHICH ARE PART OF THE APARTMENT).**

| | | |
|-----------|-----------------------------|---|
| 1 | Wall Finish Interior | Wall Plaster of Paris / equivalent over Fly Ash bricks / AAC Blocks Surface. |
| 2 | Flooring | Bedroom /Living / Dining Room- Vitrified tiles / Anti-Skid Ceramic Tiles with Skirting. |
| 3 | Water Proofing | Floors of kitchen, Bathrooms, Pool and Terraces |
| 4 | Kitchen | Granite Platform. |
| a) | | |

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

**PART-6
(PARKING FACILITY)**

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

**PART-7
COMMON AREAS
SECTION -1
COMMON AREAS IN THE BUILDING**

- (i) Staircases, landings and passage and stair-cover on the ultimate roof.
- (ii) Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the lifts of the Said Building.
- (iii) Three Lift, with machineries accessories and equipments (including the lift machine room) and lift well for installing the same in the Said Building.
- (iv) Electrical installations with main switch and meter and space required therefor.
- (v) Over head water tanks with water distribution pipes from such Overhead water tank connecting to the different Units of the Said Building.

- (vi) Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Said Building.
- (vii) Portion of Roof as may be identified by the Promoter as Common Roof of the Said Building subject to the exceptions and reservations contained herein
- (viii) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Project.

SECTION-2 COMMON AREAS IN THE PROJECT

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

SECTION-3 COMMON AREAS COMMON TO PROJECT AND PHASE 1

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

- (xiii) Residential fire fighting system with sprinklers and smoke detectors in the Common Areas in the Buildings at the Project all as per norms.
- (xiv) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Project.

**SECTION-4
COMMON AREAS COMMON TO SAID LAND**

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

**PART-8
COMMON EXPENSES**

1. **MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting, upkeep etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Said Building, Project Branding, lifts, generators, intercom, CCTV, water pump with motors, the Parking Spaces and all adjoining side spaces and all related, gutters and water pipes for all purposes, equipments and accessories, machinery, tools and tackles, Club related equipment's etc., drains and electric cables and wires in under or upon the Said Building and/or the Project and/or the Club and related facilities and/or enjoyed or used by the Allottee in common with other occupiers or serving more than one Unit/flat and other saleable space in the Building and at the Premises, main entrance, landings and staircase of the Building enjoyed or used by the Allottee in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other part of the Said Building and/or the Project so enjoyed or used by the Allottee in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipments and installations comprised in the Common Areas (including lifts, generators, intercom, water pump with motor, Club related equipment's, electricity, light fittings etc), Project Branding and also the costs of repairing, renovating and replacing the same and also the Parking Spaces.

3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
4. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
6. **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas, Project Branding and also the Parking Spaces or any part thereof against normal degeneration or damages and/or force majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **PARKING SPACES:** All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement, renovation, overhaul, in respect of the Parking Spaces and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Owners, the Promoter, the Association for the common purposes.

PART-9

SPECIFICATIONS(WHICH ARE PART OF THE PROJECT):

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

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

PART 10

(CHAIN OF TITLE)

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

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

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

| Name | Relationship | L.R. Khatian No. | Area in Satak (more or less) |
|------|--------------|------------------|------------------------------|
| | | | |

| | | | |
|-------------------|----------|-----|------|
| Durga Rani Sardar | Wife | 743 | 2.66 |
| Sambhu Sardar | Son | 741 | 2.66 |
| Gourhari Sardar | Son | 739 | 2.66 |
| Shanti Sardar | Son | 740 | 2.66 |
| Kantaram Sardar | Son | 882 | 2.66 |
| Netai Sardar | Son | 738 | 2.66 |
| Namita Mondal | Daughter | 745 | 2.66 |
| Sabita Naskar | Daughter | 742 | 2.66 |
| Anita Sardar | Daughter | 744 | 2.66 |

By a Deed of Gift dated 10th February 2003 and registered with the District Sub Registrar II Barasat, North 24 Parganas in Book I Volume No.214 Pages 256 to 268 Being No.7337 for the year 2003, the said Durga Rani Sardar in consideration of her natural love and affection towards his five sons namely the said Sambhu Sardar, Kantaram Sardar, Netai Sardar, Gourhari Sardar and Shanti Sardar granted conveyed and transferred by way of gift to the said Sambhu Sardar, Kantaram Sardar, Netai Sardar, Gourhari Sardar and Shanti Sardar her 2.66 Satak out of the said Dag 1061 Property, absolutely and forever.

The said Shanti Sardar, a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his wife namely Malati Sardar, one son Sanjit Sardar and two daughters Rita Sardar and Mita Sardar as his only heirs and legal representatives who all upon his death inherited and became entitled to the entire part or share of the said Shanti Sardar in the Dag 1061 Property, absolutely.

By a Sale Deed dated 3rd June 2006 and registered with the District Sub Registrar -II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 20 Being No.6555 for the year 2006, the said Sambhu Sardar, Gourhari Sardar, Malati Sardar, Sanjit Sardar, Rita Sardar and Mita Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited, their 9.57 Satak more or less out of Dag 1061 Property, absolutely and forever.

By a Sale Deed dated 6th February 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 28 Being No.1202 for the year 2006, the said Kantaram Sardar and Namita Mondal, amongst others, for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited their 5.85 Satak more or less out of the Dag 1061 Property, absolutely and forever.

By a Sale Deed dated 22nd May 2006 and registered with the District Sub Registrar-II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 20 Being No.6407 for the year 2006, the said Anita Sardar, Sabita Naskar and Netai Sardar for the consideration therein mentioned sold

conveyed and transferred unto and to Crescent Griha Nirman Private Limited 8.51 Satak more or less out of Dag 1061 Property, absolutely and forever.

6 Satak Part:

The name of Krishnapada Sardar was recorded in the RS ROR in respect of 6 Satak under RS Khatian No. 406. The said Krishnapada Sardar is also one of the four heirs of Kshirode Chandra Sardar whose name is recorded in C.S. Khatian No. 175 in respect 24 Sataks in corresponding C.S. Dag No. 1149.

Bya Sale Deed dated 21st September 2005 and registered with the Additional District Sub Registrar Bidhannagar in Book I Volume No.76 pages 147 to 159 Being No.1221 for the year 2006, the said Krishnapada Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Sk. Siraj Mohammed, amongst other properties, the aforesaid 6 Sataks more or less, absolutely and forever.

By a Sale Deed dated 10th May 2006 and registered with the District Sub Registrar–II, Barasat, North 24 Parganas in Book I Volume No.I Pages 1 to 26 Being No.6291 for the year 2006, the said Sk. Siraj Mohammed for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited, amongst other properties, 6 Sataks more or less out of Dag 1061 Property, absolutely and forever.

18 Satak Part:

By a Sale Deed dated 30th January, 1992 and registered with Additional District Sub Registrar Bidhannagar, Salt Lake City in Book I Volume No.14 Pages 319 to 326 Being No.798 for the year 1992 one Gita Rani Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Nazrul Islam Molla 6 Sataks out of Dag 1061 Property, absolutely and forever.

By a Sale Deed dated 26th August 1994 and registered with Additional District Sub Registrar Bidhannagar, Salt Lake City in Book I Volume No.128 Pages 223 to 230 Being No.5954 for the year 1994 the said Nazrul Islam Molla for the consideration therein mentioned sold conveyed and transferred unto and to Haran Ali Molla the said 6 Sataks out of Dag 1061 Property, absolutely and forever.

The said Haran Ali Molla caused to be mutated his name as Raiyat in the Records of Rights published under the West Bengal Land Reforms Act, 1955 in respect of the said 6 Sataks under L.R. Khatian No. 894.

By a Sale Deed dated 5th May 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No. I Pages 1 to 18 Being No.6209 for the year 2006, the said Haran Ali Molla (also known as Md. Haran Ali Molla) for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited the said 6 Sataks out of Dag 1061 Property, absolutely and forever.

One Khagendra Sardar and his wife Niru Bala Sardar both Hindus governed by the Dayabhaga School of Hindu Law died intestate and issueless whereupon the 6 Sataks belonging to Khagendra Sardar devolved upon the brother of Khagendra Sardar namely Hazaripada Sardar, Nagendra Sardar (since deceased) and Krishnapada Sardar, absolutely.

The said Krishnapada Sardar sold his 2 Sataks inherited as above along with his own 6 Sataks by a Sale Deed dated 21.9.2005 mentioned in clause 1.2.2 above and this 2 Sataks was again sold to Crescent Griha Nirman Private Limited by the said sale deed dated 10.5.2006 mentioned in clause 1.2.3 above.

The said Nagendra Nath Sardar a Hindu governed by the Dayabhaga School of Hindu Law died leaving him surviving his daughter Gita Rani Sardar as his only heir and legal representative who upon his death inherited and became entitled to the entire part or share of the said Nagendra Nath Sardar in the Dag 1061 Property, absolutely

One Biswanath Banerjee's name was recorded as Raiyat in the Records of Rights published under the West Bengal Land Reforms Act, 1955 under L.R. Khatian No. 339 in respect of 12 Sataks.

The said Hazaripada Sardar, Gita Rani Sardar and Biswanath Banerjee all in a common sale deed sold their entire 10 Sataks to Crescent Griha Nirman Private Limited by the said sale deed dated 6th February, 2006 mentioned in clause no. 1.1.5 above.

The said Crescent Griha Nirman Private Limited having purchased the Dag 1061 Property thereafter got its name recorded in respect of entire 48 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore Vinimay Pvt. Ltd., Jannat Trade Com Pvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., Vishnudham Trade Com Pvt. Ltd., Delight Vintrade Pvt. Ltd., Jagvandana Commodeal Pvt. Ltd., Modakpriya Plaza Pvt. Ltd., Khushboo Trade Com Pvt. Ltd., Kailashdham Deal Com Pvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal Trade Com Pvt. Ltd., Panchdhan Vyapaar Pvt. Ltd., Pranit Vinimay Pvt. Ltd., Karan Vinimay Pvt. Ltd., Meantime Deal Com Pvt. Ltd., Aspire Dealers Pvt. Ltd., Maninagar Deal Com Pvt. Ltd., Aaren Vinimay Pvt. Ltd., Primary Commodeal Pvt. Ltd., Overgrow Plaza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview Vinimay Pvt. Ltd., Teenlok Nirman Pvt. Ltd. and Aanya Commotrade Pvt. Ltd. by a sale deed dealt in clause 22 hereto.

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

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

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

| Name | Relationship | L.R. Khatian No. | Area in Satak (more or less) |
|------|--------------|------------------|------------------------------|
| | | | |

| | | | |
|-------------------|----------|-----|------|
| Durga Rani Sardar | Wife | 743 | 2.05 |
| Sambhu Sardar | Son | 741 | 2.05 |
| Gourhari Sardar | Son | 739 | 2.05 |
| Shanti Sardar | Son | 740 | 2.05 |
| Kantaram Sardar | Son | 882 | 2.05 |
| Netai Sardar | Son | 738 | 2.05 |
| Namita Mondal | Daughter | 745 | 2.05 |
| Sabita Naskar | Daughter | 742 | 2.05 |
| Anita Sardar | Daughter | 744 | 2.05 |

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

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

By a Sale Deed dated 3rd June 2006 and registered with the District Sub Registrar -II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 20 Being No.6555 for the year 2006, the said Sambhu Sardar, Gourhari Sardar, Malati Sardar, Sanjit Sardar, Rita Sardar and Mita Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited, their 7.38 Satak more or less out of Dag 1080 Property, absolutely and forever.

By a Sale Deed dated 6th February 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 28 Being No.1202 for the year 2006, the said Kantaram Sardar and Namita Mondal, amongst others, for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited their 4.45 Satak more or less out of the Dag 1080 Property, absolutely and forever.

By a Sale Deed dated 22nd May 2006 and registered with the District Sub Registrar-II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 20 Being No.6407 for the year 2006, the said Anita Sardar, Sabita Naskar and Netai Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 6.56 Satak more or less out of Dag 1080 Property, absolutely and forever.

4.5 Satak Part:

The name of Krishnapada Sardar was recorded in the RS ROR in respect of 4 Satak under RS Khatian No. 406. The said Krishnapada Sardar is also one of the four heirs of Kshirode Chandra Sardar whose name is recorded in C.S. Khatian No. 175 in respect 18 Sataks in corresponding C.S. Dag No. 1175.

By a Sale Deed dated 21st September 2005 and registered with the Additional District Sub Registrar Bidhannagar in Book I Volume No.76 pages 147 to 159 Being No.1221 for the year 2006, the said Krishnapada Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Sk. Siraj Mohammed, amongst other properties, 4.5 Sataks more or less, absolutely and forever.

By a Sale Deed dated 10th May 2006 and registered with the District Sub Registrar-II, Barasat, North 24 Parganas in Book I Volume No.I Pages 1 to 26 Being No.6291 for the year 2006, the said Sk. Siraj Mohammed for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited, amongst other properties, 4.5 Sataks more or less out of Dag 1080 Property, absolutely and forever.

14.5 Satak Part:

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

By a Sale Deed dated 26th August 1994 and registered with Additional District Sub Registrar Bidhannagar, Salt Lake City in Book I Volume No.128 Pages 223 to 230 Being No.5954 for the year 1994, the said Nazrul Islam Molla for the consideration therein mentioned sold conveyed and transferred unto and to Haran Ali Molla the said 4 sataks out of Dag 1080 Property, absolutely and forever.

The said Haran Ali Molla caused to be mutated his name as Raiyat in the Records of Rights published under the West Bengal Land Reforms Act, 1955 in respect of 5 Sataks under L.R. Khatian No. 894.

By a Sale Deed dated 5th May 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 18 Being No.6209 for the year 2006, the said Haran Ali Molla (also known as Md. Haran Ali Molla) for the consideration therein

mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited his entire 4.62 Sataks, absolutely and forever.

One Khagendra Sardar and his wife Niru Bala Sardar both Hindus governed by the Dayabhaga School of Hindu Law died intestate and issueless, whereupon the 4.62 Sataks belonging to Khagendra Sardar devolved upon the brother of Khagendra Sardar namely Hazaripada Sardar, Nagendra Sardar (since deceased) and Krishnapada Sardar, absolutely.

Krishnapada Sardar sold his 1.67 Sataks inherited as above alongwith his own 4.5 Sataks by a Sale Deed dated 21.9.2005 mentioned in clause 2.2.2 above and this 1.67 Sataks was again sold to Crescent Griha Nirman Private Limited by the said sale deed dated 10.5.2006 mentioned in clause 2.2.3 above.

One Biswanath Banerjee's name was recorded as Raiyat in the Records of Rights published under the West Bengal Land Reforms Act, 1955 under L.R. Khatian No. 339 in respect of 9 Sataks.

The said Nagendra Nath Sardar a Hindu governed by the Dayabhaga School of Hindu Law died leaving him surviving his daughter Gita Rani Sardar as his only heir and legal representative who upon his death inherited and became entitled to the entire part or share of the said Nagendra Nath Sardar in the Dag 1080 Property, absolutely

By the said sale deed dated 25th January, 2006 and registered with District Sub Registrar –II Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 37 Being No. 632 for the year 2006, the said Hazaripada Sardar, Gita Rani Sardar and Biswanath Banerjee for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited their entire 10 Sataks more or less out of Dag 1080 Property, absolutely and forever.

The said Crescent Griha Nirman Private Limited having purchased the Dag 1080 Property thereafter got its name recorded in respect of entire 37 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore Vinimay Pvt. Ltd., Jannat Trade Com Pvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., Vishnudham Trade Con Pvt. Ltd., Delight Vin Trade Pvt. Ltd., Jagvandana Commodeal Pvt. Ltd., Modakpriya Plaza Pvt. Ltd., Khushboo Trade Con Pvt. Ltd., Kailashdham Deal Com Pvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal Trade Com Pvt. Ltd., Panchdhan Vyapaar Pvt. Ltd., Pranit Vinimay Pvt. Ltd., Karan Vinimay Pvt. Ltd., Meantime Deal Com Pvt. Ltd., Aspire Dealers Pvt. Ltd., Maninagar Deal Com Pvt. Ltd., Aaren Vinimay Pvt. Ltd., Primary Commodeal Pvt. Ltd., Overgrow Plaza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview Vinimay Pvt. Ltd., Teenlok Nirman Pvt. Ltd. and Aanya Commotrade Pvt. Ltd. by a sale deed dealt in clause 22 hereto.

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

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

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

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

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

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

By a Sale Deed dated 3rd June 2006 and registered with the District Sub Registrar -II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 20 Being No.6555 for the year 2006, the said Sambhu Sardar, Gourhari Sardar, Malati Sardar, Sanjit Sardar, Rita Sardar and Mita Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited, their 9.21 Satak more or less out of Dag 1062 Property, absolutely and forever.

By a Sale Deed dated 6th February 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 28 Being No.1202 for the year 2006, the said Kantaram Sardar and Namita Mondal, amongst others, for the consideration therein

mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited their 5.62 Satak more or less out of the Dag 1062 Property, absolutely and forever.

By a Sale Deed dated 22nd May 2006 and registered with the District Sub Registrar-II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 20 Being No.6407 for the year 2006, the said Anita Sardar, Sabita Naskar and Netai Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 8.19 Satak more or less out of Dag 1062 Property, absolutely and forever.

23 Satak Part:

The name of Krishnapada Sardar, Gita Rani Sardar, Hazaripada Sarda and Khagendra Sardar (since deceased) were recorded in the RS ROR in respect of 23 under RS Khatian No. 160. The said Krishnapada Sardar, Gita Rani Sardar, Hazaripada Sarda and Khagendra Sardar are all successors in line from Kshirode Chandra Sardar whose name is recorded in C.S. Khatian No. 176 in respect 23 Sataks in corresponding C.S. Dag No. 1155.

By Sale Deed dated 28th May, 2004 and registered with Additional District Sub Registrar Bidhannagar, Salt Lake City in Book I Volume No.217 Pages 116 to 127 Being No.3694 for the year 2004, the said Krishnapada Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Anwara Begum 5.75 Sataks more or less out of Dag 1062 Property, absolutely and forever.

By a Sale Deed dated 23rd June, 1999 and registered with the Additional District Sub Registrar Bidhannagar, Salt Lake City, in Book I Volume 396 Pages 133 to 141 Being No.7142 for the year 2002, the said Hazaripada Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Anwara Begum 5.75 Sataks more or less out of Dag 1062 Property, absolutely and forever.

By a Sale Deed dated 30th January, 1992 and registered with Additional District Sub Registrar Bidhannagar, Salt Lake City in Book I Volume No.14 Pages 319 to 326 Being No.798 for the year 1992 the said Gita Rani Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Nazrul Islam Molla 5.75 Sataks more or less out of Dag 1062 Property, absolutely and forever.

By a Sale Deed dated 26th August 1994 and registered with Additional District Sub Registrar Bidhannagar, Salt Lake City, in Book I, Volume No.128 Pages 223 to 230 Being No.5954 for the year 1994, the said Nazrul Islam Molla for the consideration therein mentioned sold conveyed and transferred unto and to Haran Ali Molla 5.75 Sataks more or less out of Dag 1062 Property, absolutely and forever.

The said Haran Ali Molla and Anwara Begum caused to be mutated their names as Raiyats in the Records of Rights published under the West Bengal Land Reforms Act, 1955 in respect of the said 6 Sataks and 11 Sataks under L.R. Khatian No. 894 and 925 respectively.

By a Sale Deed dated 5th May 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 18 Being No.6209 for the year 2006, the said Haran Ali Molla (also known as Md. Haran Ali Molla) and Anwara Begum for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha

Nirman Private Limited their entire 17.25 Sataks out of Dag 1062 Property, absolutely and forever.

One Khagendra Sardar and his wife Niru Bala Sardar both Hindus governed by the Dayabhaga School of Hindu Law died intestate and issueless, whereupon the 5.75 Sataks belonging to Khagendra Sardar devolved upon the brother of Khagendra Sardar namely Hazaripada Sardar, Nagendra Sardar (since deceased) and Krishnapada Sardar, absolutely.

By a Sale Deed dated 21st September 2005 and registered with the Additional District Sub Registrar Bidhannagar in Book I Volume No.76 Pages 147 to 159 Being No.1221 for the year 2006, the Krishnapada Sardar sold to Sk. Siraj Mohammad his 2 Sataks more or less inherited as above, absolutely and forever.

By a sale deed 10th May 2006 and registered with the District Sub Registrar-II, Barasat, North 24 Parganas in Book I Volume No.I Pages 1 to 26 Being No.6291 for the year 2006, the said Sk. Siraj Mohammad for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 2 sataks more or less out of Dag 1062 Property, absolutely and forever.

The said Nagendra Nath Sardar a Hindu governed by the Dayabhaga School of Hindu Law died leaving him surviving his daughter Gita Rani Sardar as his only heir and legal representative who upon his death inherited and became entitled to the entire part or share of the said Nagendra Nath Sardar in the Dag 1062 Property, absolutely

By a sale deed dated 25th January 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 37 Being No.632 for the year 2006, Hazaripada Sardar and Gita Rani Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 3.83 sataks more or less out of Dag 1062 Property, absolutely and forever.

Crescent Griha Nirman Private Limited having purchased the Dag 1062 Property thereafter got its name recorded in respect of entire 46 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore Vinimay Pvt. Ltd., Jannat Tradecom Pvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., Vishnudham Tradecon Pvt. Ltd., Delight Vintrade Pvt. Ltd., Jagvandana Commodeal Pvt. Ltd., Modakpriya Plaza Pvt. Ltd., Khushboo Tradecon Pvt. Ltd., Kailashdham Dealcom Pvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal Tradecom Pvt. Ltd., Panchdhan Vyapaar Pvt. Ltd., Pranit Vinimay Pvt. Ltd., Karan Vinimay Pvt. Ltd., Meantime Dealcom Pvt. Ltd., Aspire Dealers Pvt. Ltd., Maninagar Dealcom Pvt. Ltd., Aaren Vinimay Pvt. Ltd., Primary Commodeal Pvt. Ltd., Overgrow Plaza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview Vinimay Pvt. Ltd., Teenlok Nirman Pvt. Ltd. and Aanya Commotrade Pvt. Ltd. Makelife Promoters Pvt. Ltd., Murlidhar Dealcom Pvt. Ltd., Roselife Plaza Pvt. Ltd., Rangarang Dealcom Pvt. Ltd., Linkstar Apartments Pvt. Ltd., Laxmidhan Vincom Pvt. Ltd., Labheshwari Commodeal Pvt. Ltd., Kesarinandan Vyapar Pvt. Ltd., Kailashdham Residency Pvt. Ltd., Funidea Dealcomm Pvt. Ltd., Dhanaasha Commodeal Pvt. Ltd., Arrowline Commodeal Pvt. Ltd., Apnapan Tradecom Pvt. Ltd. by sale deed dealt in clause 22 hereto.

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

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

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

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

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

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

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

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

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

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

17.5 Satak Part:

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

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

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

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

By a Sale Deed dated 2^{6th} August 1994 and registered with Additional District Sub Registrar Bidhannagar, Salt Lake City in Book I Volume No.128 Pages 223 to 230 Being No.5954 for the year 1994, the said Nazrul Islam Molla for the consideration therein mentioned sold conveyed and transferred unto and to Haran Ali Molla his 5 Satak more or less out of Dag 1079 Property, absolutely and forever.

The said Haran Ali Molla and Anwara Begum caused to be mutated their names as Raiyats in the Records of Rights published under the West Bengal Land Reforms Act, 1955 in respect of the said 4 Sataks and 9 sataks under L.R. Khatian No. 894 and L.R. Khatian No. 925 respectively.

By a Sale Deed dated 5th May 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 18 Being No.6209 for the year 2006, the said Haran Ali Molla (also known as Md. Haran Ali Molla) and Anwara Begum for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited their entire 13.12 Sataks out of Dag 1079 Property more or less absolutely and forever.

One Khagendra Sardar and his wife Niru Bala Sardar both Hindus governed by the Dayabhaga School of Hindu Law died intestate and issueless, whereupon the 4.375 sataks belonging to Khagendra Sardar devolved upon the brother of Khagendra Sardar namely Hazaripada Sardar, Nagendra Sardar (since deceased) and Krishnapada Sardar, absolutely.

By a Sale Deed dated 21st September 2005 and registered with the Additional District Sub Registrar Bidhannagar in Book I Volume No.76 Pages 147 to 159 Being No.1221 for the year 2006 the said Krishnapada Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Sk. Siraj Mohammad his about 1.45 Sataks out of Dag 1079 Property more or less absolutely and forever.

By a Sale Deed dated 10th May 2006 and registered with the District Sub Registrar-II, Barasat, North 24 Parganas in Book I Volume No.I Pages 1 to 26 Being No.6291 for the year 2006 the said Sk. Siraj Mohammad for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited his 1.45 Sataks out of Dag 1079 Property more or less absolutely and forever.

The said Nagendra Nath Sardar a Hindu governed by the Dayabhaga School of Hindu Law died leaving him surviving his daughter Gita Rani Sardar as his only heir and legal representative who upon his death inherited and became entitled to the entire part or share of the said Nagendra Nath Sardar in the Dag 1079 Property, absolutely

By a sale deed dated 25th January 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 37 Being No.632 for the year 2006, the said Hazaripada Sardar and Gita Rani Sardar for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited their entire 2.91 Sataks more or less out of Dag 1079 Property absolutely and forever.

Crescent Griha Nirman Private Limited having purchased the Dag 1079 Property thereafter got its name recorded in respect of entire 35 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore Vinimay Pvt. Ltd., Jannat Trade Com Pvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., Vishnudham Trade Com Pvt. Ltd., Delight Vin Trade Pvt. Ltd., Jagvandana Commodeal Pvt. Ltd., Modakpriya Plaza Pvt. Ltd., Khushboo Trade Com Pvt. Ltd., Kailashdham Deal Com Pvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal Trade Com Pvt. Ltd., Panchdhan Vyapaar Pvt. Ltd., Pranit Vinimay Pvt. Ltd., Karan Vinimay Pvt. Ltd., Meantime Deal Com Pvt. Ltd., Aspire Dealers Pvt. Ltd., Maninagar Deal Com Pvt. Ltd., Aaren Vinimay Pvt. Ltd., Primary Commodeal Pvt. Ltd., Overgrow Plaza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd.,

Mangalnayak Homes Pvt. Ltd., Highview VinimayPvt. Ltd., Teenlok Nirman Pvt. Ltd. and Aanya CommotradePvt. Ltd. Makelife Promoters Pvt. Ltd., Murlidhar DealcomPvt. Ltd., Roselife Plaza Pvt. Ltd., RangarangDealcomPvt. Ltd., LinkstarAppartmentsPvt. Ltd., LaxmidhanVincomPvt. Ltd., LabheshwariCommodealPvt. Ltd., Kesarinandan VyaparPvt. Ltd., Kailashdham Residency Pvt. Ltd., FunideaDealcommPvt. Ltd., DhanaashaCommodealPvt. Ltd., ArrowlineCommodealPvt. Ltd., ApnapanTradecomPvt. Ltd. by a sale deed dealt in clause 22 hereto.

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

20 Satak Part:

By a Deed of Gift dated 17th November 1943 and registered with the Sub Registrar Cossipore Dum Dum in Book I Volume No.34 Pages 139 to 142 Being No.2543 for the year 1943 one Hayabtulla Mondal out of his natural love and affection towards his wife namely Khatunccha Bibi granted conveyed and transferred by way of gift to the said Khatunccha Bibi **ALL THAT** portion measuring 20 Satak more or less out of the Dag 1063 Property, absolutely and forever.

The name of Khatunccha Bibi alongwith one Mehar Ali Mondal and Sahar Ali Mondal (since deceased) were recorded in RS ROR in respect of 20 Sataks under RS Khatian No. 56.

By a Deed of Gift dated 24th November 1959 and registered with the Sub Registrar Cossipore Dum Dum in Book I Volume No.108 Pages 232 to 237 Being No.8006 for the year 1959, the said Khatunccha Bibi in consideration of her natural love and affection towards her daughter namely Jaheda Khatun Bibi granted conveyed and transferred by way of gift to the said Jaheda Khatun Bibi the said 20 Satak out of the Dag 1063 Property, absolutely and forever.

By a Sale Deed dated 27th June 1969 and registered with the Sub Registrar Cossipore Dum Dum in Book I Volume No.69 Pages 252 to 254 Being No.4857 for the year 1969, the said Jaheda Khatun Bibi for the consideration therein mentioned sold conveyed and transferred unto and to one Umed Ali Molla the said 20 Satak out of the Dag 1063 Property, absolutely and forever.

By a Sale Deed dated 10th August 1987 and registered with the Additional District Sub Registrar Bidhannagar in Book I Volume No.90 Pages 167 to 174 Being No.4437 for the year 1987, the said Umed Ali Molla for the considration therein mentioned sold conveyed and transferred unto and to one Mastan Ali Molla, Enat Ali Molla, Yusuf Ali Molla, Mansur Ali Molla and Ashraf Ali Molla (since deceased) the said 20 Satak out of the Dag 1063 Property, absolutely and forever.

The said Ashraf Ali Molla, a Mohammedan, died intestate on 20th December 2007 issueless but married leaving him surviving his wife Lalbanu Bibi (also known as Lal Bibi), four brothers namely one Yusuf Ali Molla, Mansur Ali Molla, Mastan Ali Molla and Enat Ali Molla and two sisters namely the Roufan Bibi and Jelopan Molla as his only heirs and legal representatives who all inherited and became entitled to the said 20 satakout of the Dag 1063 Property, absolutely.

The said Yusuf Ali Molla, Mansur Ali Molla, Mastan Ali Molla and Enat Ali Molla and two sisters namely the said Roufan Bibi and Jelopan Molla sold this 20 Sataks amongst others by Sale Deed as mentioned in clause 5.3 below.

One Sahar Ali Mondal was fully seized and possessed of and well and sufficiently entitled to, ALL THAT portion measuring 2.1918 Satak more or less out of Dag 1063 Property recorded in R.S. Khatian Nos. 56 and 286 (formerly C.S. Dag No. 1156).

The said Sahar Ali Mondal died intestate leaving him surviving his son Yacchin Ali Mondal as his only heir and legal representative who inherited and became entitled to the said 2.1918 Satak out of Dag 1063 Property, absolutely.

By two Deeds of Gift dated 14th November 1975 and 17th November 1975 and both registered with the Sub Registrar Cossipore Dum Dum one in Book I Volume No.169 Pages 14 to 28 Being No.9472 for the year 1975 and the other in Book I Volume No.150 Pages 283 to 296 Being No.9523 for the year 1975, the said Yacchim Ali Mondal in consideration of his natural love and affection towards his two grandsons namely Abul Khayer Mondal and Abul Siddik Mondal granted conveyed and transferred by way of Gift to the said Abul Khayer Mondal and Abul Siddik Mondal portion measuring 2.1918 Satak more or less out of Dag 1063 Property, absolutely and forever.

By a Deed of Gift dated 21st December 2004 and registered with the Additional District Sub Registrar Bidhannagar (Salt Lake City) in Book I Volume No.204 Pages 251 to 267 Being No.3332 for the year 2006, the said Abul Khayer Mondal and Abul Siddik Mondal in consideration of their natural love and affection towards their three brothers namely Abul Kalam Mondal, Abu Taher Mondal and Abu Taleb Mondal granted conveyed and transferred by way of Gift to the said Abul Kalam Mondal, Abu Taher Mondal and Abu Taleb Mondal 3/5th undivided share i.e. 1.20 Satak) more or less out of their 2.1918 Satak in Dag 1063 Property, absolutely and forever.

By a Sale Deed dated 12th December 2014 and registered with the Additional District Sub Registrar Rajarhat in Book I Volume No.23 Pages 445 to 465 Being No.13841 for the year 2014, the said Abul Khayer Mondal, Abul Siddik Mondal, Abul Kalam Mondal, Abu Taher Mondal, Abu Taleb Mondal for the consideration therein mentioned sold conveyed and transferred unto and to Mithil Tradecom Private Limited, Bluesnow Niketan Private Limited, SubhkariDealcom Private Limited, BrijdharaTradecom Private Limited, Jagvandana Constructions Private Limited, DeepshikahVincom Private Limited and Bosslife Enclave Private Limited their 2.1918 Satak out of Dag 1063 Property, absolutely and forever.

One Mehar Ali Molla a Mohamaddan died intestate leaving him surviving his wife Fazila Bibi and four sons Nasiruddin Molla, Noor Islam Molla, Chariuddin Molla and Hafijuddin Molla as his only heirs and legal representatives. The names of the said Fazila Bibi Nasiruddin Molla, Noor Islam Molla, Chariuddin Molla and Hafizuddin Molla were recorded in LR Khatian Nos.316 (1 Satak), 274 (1 Satak), 287(2 Satak), 199 (2 Satak) and 588 (2 Satak) in the Dag 1063 Property.

By a Sale Deed dated 1st June 2005 and registered with the Additional District Sub Registrar Bidhannagar in Book I Volume No.230 Pages 69 to 81 Being No.3777 for the year 2005, one Fazila Bibi for the consideration therein mentioned sold conveyed and transferred unto and to Nazimuddin Molla her 1.22 Satak more or less out of the Dag 1063 Property, absolutely and forever.

By a Sale Deed dated 12th January 2006 and registered with the District Sub Registrar-II, Barasat, North 24 Parganas in Book I Volume I Pages 1 to 20 Being No.248 for the year 2006, the Nasiruddin Molla, Noor Islam Molla and Chariuddin Molla for the consideration therein mentioned sold conveyed and transferred unto and to Virtual Vyapaar Private Limited their 4.74 Satak more or less out of the Dag 1063 property, absolutely and forever.

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

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

19 Satak Part:

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

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

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

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

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

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

The said Rabindra Nath Bhattacharya a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his wife namely Minati Bhattacharya, his son namely Mithun Bhattacharjee and daughter namely Piu (Priya) Bhattacharjees his only heirs and legal representatives who all upon his death inherited and became entitled to his share in Dag 1063 Property, absolutely.

By a Sale Deed dated 24th January, 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 29 Being No.6376 for the year 2006, the said Pratima Bhattacharya, Amar Bhattacharya, Rama Sardar, Sikha Bhattacharjee, Rekha Bhattacharjee, Minati Bhattacharya, Piu (Priya) Bhattacharjee and Mithun Bhattacharjee, Nazimuddin Molla, Nazrul Islam Dahli, Emdadul Islam Dhali and Idrish Rahaman Dhali and Hafijuddin Molla for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 15.62 Satak out of the Dag 1063 Property, absolutely and forever.

By a Sale Deed dated 28th November 2014 and registered with the Additional District Sub Registrar Rajarhat in Book I Volume No.21 Pages 11848 to 11881 Being No.13218 for the year 2014, the said Mastan Ali Molla, Enat Ali Molla, Yusuf Ali Molla, Mansur Ali Molla, Roufan Bibi and Jelopan Bibi and Crescent Griha Nirman Private Limited for the consideration therein mentioned sold conveyed and transferred unto and to Mithil Tradecom Private Limited, Bluesnow Niketan Private Limited, Subhkari Dealcom Private Limited, Brijdhara Tradecom Private Limited, Jagvandana Constructions Private Limited, Deepshikah Vincom Private Limited and Bosslife Enclave Private Limited, the Dag 1063 Property, absolutely and forever.

By a Sale Deed dated 23rd December 2014 and registered with the Additional District Sub Registrar Rajarhat in Book I Volume No.23 Pages 10966 to 10988 Being No.14306 for the year 2014, the said the said Lalbanu Bibi for the consideration therein mentioned sold conveyed and transferred unto and to Mithil Tradecom Private Limited, Bluesnow Niketan Private Limited, Subhkari Dealcom Private Limited, Brijdhara Tradecom Private Limited, Jagvandana Constructions Private Limited, Deepshikah Vincom Private Limited and Bosslife Enclave Private Limited 1.95 Satak more or less out of Dag 1063 Property, absolutely and forever.

Although not required but by way of abundant caution, the a portion measuring 2.79 satak more or less out of Dag 1063 Property was repurchased by an Indenture of Conveyance dated 13th December 2019 and registered with the Additional District Sub Registrar of Rajarhat Book I Volume No.1523-2020 Pages 4937 to 4972 Being No.152315615 for the year 2019 from one Jyotsna Bibi, Serina Bibi and Akibul Islam for the consideration therein mentioned by Bosslife Enclave Private Limited, Deepshika Vincom Private Limited, Bluesnow Niketan Private Limited, Mithil Tradecom Private Limited, Subhkari Dealcom Private Limited, Brijdhara Tradecom Private Limited and, Jagvandana Constructions Private Limited absolutely and forever and one Dipak Bhattacharjee confirmed such Sale.

6. Re : L.R. Dag No. 1064 – Total Area in Dag - 7 Satak, Subject Area – 7 Satak (“Dag 1064 Property”):

The name of Saira Khatun Bibi was recorded as Raiyat in respect of Dag 1064 Property under R.S. Khatian No. 141 and L. R. Khatian No. 542.

The said Saira Khatun Bibi, a Mohamaddan, died intestate leaving her surviving her two sons namely Ashraf Ali Gazi and Yusuf Ali Gazi and four daughters namely Momena Bibi, Rahila Bibi, Rabia Bibi and Fatezan Bibi as her only heirs and legal representatives who all inherited and became entitled to Dag 1064 Property with each of the two sons inheriting one-fourth share and each of the four daughters inheriting one-eighth share in the said Dag 1064 Property.

By a Sale Deed dated 12th September 2003 and registered with the Additional District Sub Registrar Bidhannagar in Book I Volume No.505 Pages 156 to 164 Being No.8503 for the year 2004, the said Fatezan Khatun (Bibi) for the consideration therein mentioned sold conveyed and transferred unto and to one Jahangir Gazi her one-eighth share out of the Dag 1064 Property, absolutely and forever.

By a Deed of Gift dated 19th September 2003 and registered with Additional District Sub Registrar Bidhannagar in Book I Being No. 6550 for the year 2004, the said Ashraf Ali Gazi in consideration of his natural love and affection granted conveyed and transferred by way of gift to Manirul Haque Gazi (also known as Manirul Gazi), Jahangir Gazi, Habibar Gazi, Salauddin Gazi, Alamgir Gazi and Azaruddin Gazi his one-fourth share in Dag 1064 Property.

By a Sale Deed dated 12th January 2006 and registered with the District Sub Registrar-II Barasat, North 24 Parganas in Book I Volume No.I Pages 1 to 20 Being No.248 for the year 2006, the said Yusuf Ali Gazi, Momena Bibi, Rahila Bibi, Rabia Bibi, Manirul Haque Gazi, Jahangir Gazi, Habibar Gazi, Salauddin Gazi, Alamgir Gazi and Azaruddin Gazi for the consideration therein mentioned sold conveyed and transferred unto and to Virtual Vyapaar Private Limited the Dag 1064 Property, absolutely and forever.

By a Sale Deed dated 24th April 2006 and registered with the District Sub Registrar –II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 20 Being No.6025 for the year 2006, the said Virtual Vyapaar Private Limited for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited the Dag 1064 Property, absolutely and forever.

Crescent Griha Nirman Private Limited having purchased the Dag 1064 Property thereafter got its name recorded in respect of entire 7 Sataks under L.R. Khatian No. 1208 and sold the same to Makelife Promoters Pvt. Ltd., Murlidhar DealcomPvt. Ltd., Roselife Piazza Pvt. Ltd., RangarangDealcomPvt. Ltd., LinkstarAppartmentsPvt. Ltd., LaxmidhanVincomPvt. Ltd., LabheshwariCommodealPvt. Ltd., Kesarinandan VyaparPvt. Ltd., Kailashdham Residency Pvt. Ltd., FunideaDealcommPvt. Ltd., DhanaashaCommodealPvt. Ltd., ArrowlineCommodealPvt. Ltd., ApnapanTradecomPvt. Ltd.by a sale deed dealt in clause 22 hereto.

7. Re : L.R. Dag No. 1065 – Total Area in Dag - 7 Satak, Subject Area – 7 Satak (“Dag 1065 Property”):

The name of Mohammad Molla (since deceased) was recorded as Raiyat in the Records of Rights published under the West Bengal Land Reforms Act, 1955 in respect of Dag 1065 Property under L. R. Khatian No. 376.

The said Mohammed Molla a Mohamaddan died intestate leaving him surviving his wife Lal Banu Bibi and son Mansoor Ali Molla who both upon his death inherited and became entitled to the said Dag 1065 Property, absolutely.

By a Sale Deed dated 28th February 2006 and registered with the District Sub Registrar– II, Barasat, North 24 Parganas in Book I Volume No.1 Pages No.1 to 13 Being No.2413 for the year 2006, the said Lal Banu Bibi and Mansoor Ali Molla for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited the Dag 1065 Property, ,absolutely and forever.

Crescent Griha Nirman Private Limited having purchased the Dag 1065 Property thereafter got its name recorded in respect of entire 7 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore VinimayPvt. Ltd., Jannat TradecomPvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., VishnudhamTradeconPvt. Ltd., Delight VintradePvt. Ltd., JagvandanaCommodealPvt. Ltd., Modakpriya Piazza Pvt. Ltd., Khushboo TradeconPvt. Ltd., KailashdhamDealcomPvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal TradecomPvt. Ltd., PanchdhanVyapaarPvt. Ltd., Pranit VinimayPvt. Ltd., Karan VinimayPvt. Ltd., Meantime DealcomPvt. Ltd., Aspire Dealers Pvt. Ltd., ManinagarDealcomPvt. Ltd., Aaren VinimayPvt. Ltd., Primary CommodealPvt. Ltd., Overgrow Piazza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview VinimayPvt. Ltd., Teenlok Nirman Pvt. Ltd. and Aanya CommotradePvt. Ltd. Makelife Promoters Pvt. Ltd., Murlidhar DealcomPvt. Ltd., Roselife Piazza Pvt. Ltd., RangarangDealcomPvt. Ltd., LinkstarAppartmentsPvt. Ltd., LaxmidhanVincomPvt. Ltd., LabheshwariCommodealPvt. Ltd., Kesarinandan VyaparPvt. Ltd., Kailashdham Residency Pvt.Ltd., FunideaDealcommPvt. Ltd., DhanaashaCommodealPvt. Ltd., ArrowlineCommodealPvt. Ltd., ApnapanTradecomPvt. Ltd. by a sale deed dealt in clause 22 hereto.

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

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

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

Crescent Griha Nirman Private Limited having purchased the Dag 1067 Property thereafter got its name recorded in respect of Dag 1067 Property under L.R. Khatian No. 1208 and sold the same to Muchmore VinimayPvt. Ltd., Jannat TradecomPvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., VishnudhamTradeconPvt. Ltd., Delight VintradePvt. Ltd., JagvandanaCommodealPvt. Ltd., Modakpriya Piazza Pvt. Ltd., Khushboo TradeconPvt. Ltd., KailashdhamDealcomPvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal TradecomPvt. Ltd., PanchdhanVyapaarPvt. Ltd., Pranit VinimayPvt. Ltd., Karan VinimayPvt. Ltd., Meantime DealcomPvt. Ltd., Aspire Dealers Pvt. Ltd., ManinagarDealcomPvt. Ltd., Aaren VinimayPvt. Ltd., Primary CommodealPvt. Ltd., Overgrow Piazza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd.,

Mangalnayak Homes Pvt. Ltd., Highview VinimayPvt. Ltd., Teenlok Nirman Pvt. Ltd. and Aanya CommotradePvt. Ltd. by sale deed dealt in clause 22 hereto.

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

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

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

By a Sale Deed dated 27th December 2005 and registered with the District Registrar-II, Barasat, North 24 Parganas in Book I Volume No.I Pages 1 to 21 Being No.14 for the year 2006, the aforesaid heirs of Panchi Moni Debi for the consideration therein mentioned sold conveyed and transferred unto and to Virtual Vyapaar Private Limited amongst other properties Dag 1074 Property, absolutely and forever.

By a Sale Deed dated 24th April 2006 and registered with the District Sub Registrar- II, Barasat in Book I Volume No.I Pages 1 to 18 Being No.6038 for the year 2006, the said Virtual VyapaarPrivate Limited for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited the Dag 1074 Property, absolutely and forever.

Crescent Griha Nirman Private Limited having purchased the Dag 1074 Property thereafter got its name recorded in respect of entire 5 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore VinimayPvt. Ltd., Jannat TradecomPvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., VishnudhamTradeconPvt. Ltd., Delight VintradePvt. Ltd., JagvandanaCommodealPvt. Ltd., Modakpriya Plaza Pvt. Ltd., Khushboo TradeconPvt. Ltd., KailashdhamDealcomPvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal TradecomPvt. Ltd., PanchdhanVyapaarPvt. Ltd., Pranit VinimayPvt. Ltd., Karan VinimayPvt. Ltd., Meantime DealcomPvt. Ltd., Aspire Dealers Pvt. Ltd., ManinagarDealcomPvt. Ltd., Aaren VinimayPvt. Ltd., Primary CommodealPvt. Ltd., Overgrow Plaza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview VinimayPvt. Ltd., Teenlok Nirman Pvt. Ltd. and Aanya CommotradePvt. Ltd. by a sale deed dealt in clause 22 hereto.

10. Re : L.R. Dag No. 1075 – Total Area in Dag - 32 Satak, Subject Area – 19 Satak (“Dag 1075 Property”):

The name of Ziad Ali Mondal and Syed Ali Mondal were recorded in RS Khatian No. 150 in respect of the Dag 1075 Property and the in the LR records the names of the said Ziad Ali Mondal (LR Khatian 222 – 13 Sataks), Syed Ali Mondal (LR Khatian 208 - 13 Sataks) and the name of one Sabujan Bibi (since deceased) (LR Khatian 529 – 6 Sataks) were recorded.

By a Sale Deed dated 12th January 2006 and registered with the District Sub Registrar-II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 20 Being No.248 for the year 2006, the said Ziad Ali Mondal for the consideration therein mentioned sold conveyed and transferred unto and to Virtual Vyapaar Private Limited All That portion measuring 12.8 Satak more or less out of the Dag 1075 Property, absolutely and forever.

By a Sale Deed dated 24th April 2006 and registered with the District Sub Registrar-II, Barasat, North 24 Parganas in Book I Volume No.I Pages 1 to 20 Being No.6025 for the year 2006, the said Virtual Vyapaar Private Limited for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited its 12.8 Satak more or less out of the Dag 1075 Property, absolutely and forever.

The said Sabujan Bibi, a Mohamaddan, died intestate leaving her surviving Mochtali Molla, Aajan Ali Molla, Rupjan Bibi, Hingljan Bibi and Mourjan Bibi as her only heirs and legal representatives who all upon her death inherited and became entitled to her share in the Dag 1075 Property, absolutely.

By a Sale Deed dated 5th May 2004 and registered with the Additional District Sub Registrar Bidhannagar in Book I Volume No.180 Pages 1 to 10 Being No.3074 for the year 2004, the said heirs of Sabujan Bibi for the consideration therein mentioned sold conveyed and transferred unto and to Rina Majumder and Bijan Kumar Majumder their 6 Satak more or less out of the Dag 1075 Property, absolutely and forever.

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

Crescent Griha Nirman Private Limited having purchased the Dag 1075 Property thereafter got its name recorded in respect of entire 19 Sataks under L.R. Khatian No. 1208 and sold the same to Makelife Promoters Pvt. Ltd., Murlidhar DealcomPvt. Ltd., Roselife Piazza Pvt. Ltd., RangarangDealcomPvt. Ltd., LinkstarAppartmentsPvt. Ltd., LaxmidhanVincomPvt. Ltd., LabheshwariCommodealPvt. Ltd., Kesarinandan VyaparPvt. Ltd., Kailashdham Residency Pvt. Ltd., FunideaDealcommPvt. Ltd., DhanaashaCommodealPvt. Ltd., ArrowlineCommodealPvt. Ltd., ApnapanTradecomPvt. Ltd. by a sale deed dealt in clause 22 hereto.

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

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

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

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

Crescent Griha Nirman Private Limited having purchased the Dag 1076 Property thereafter got its name recorded in respect of entire 28 Sataks under L.R. Khatian No. 1208 and sold the same to Makelife Promoters Pvt. Ltd., Murlidhar DealcomPvt. Ltd., Roselife Piazza Pvt. Ltd., RangarangDealcomPvt. Ltd., LinkstarAppartmentsPvt. Ltd., LaxmidhanVincomPvt. Ltd., LabheshwariCommodealPvt. Ltd., Kesarinandan VyaparPvt. Ltd., Kailashdham Residency Pvt. Ltd., FunideaDealcommPvt. Ltd., DhanaashaCommodealPvt. Ltd., ArrowlineCommodealPvt. Ltd., ApnapanTradecomPvt. Ltd. by a sale deed dealt in clause 22 hereto.

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

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

The said Khetrananth Bhattacharjee a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his four sons namely Biswanath Bhattacharjee, Sambhunath Bhattacharjee (since deceased), Rabindra Nath Bhattacharjee (since deceased) and Sankar Nath Bhattacharya as his only heirs and legal representatives who all upon his death inherited and became entitled to the Dag 1077 Property, absolutely. The names of the said Biswanath Bhattacharjee, Sambhunath Bhattacharjee, Rabindra Nath Bhattacharjee and Sankar Nath Bhattacharya were also recorded as Raiyats in the Records of Rights published under the West Bengal Land Reforms Act, 1955 under L. R. Khatian Nos. 342, 472, 424 and 470.

Sankar’s sale:

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

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

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

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

Sambhu's sale:

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

The said Mamud Ali Molla, aMohamaddan, died intestate 25th June 2011 leaving him surviving his six sons namely the said Karim Ali Molla, Munaf Ali Molla, Eman Ali Molla, Aptabuddin Molla, Sahabuddin Molla and Mahiuddin Molla who all upon his death inherited and became entitled to his about 5 Sataks out of the Dag 1077 Property, absolutely.

By a Sale Deed dated 17th August 2016 and registered with the Additional District Sub Registrar Rajarhat in Book I Volume No.1523-2016 Pages 277236 to 277262 Being No.152309013 for the year 2016, the said Karim Ali Molla, Munaf Ali Molla, Eman Ali Molla, Aptabuddin Molla, Sahabuddin Molla and Mahiuddin Molla for the consideration therein mentioned sold conveyed and transferred unto and to one Mithil Tradecom Private Limited, Bluesnow Niketan Private Limited, SubhkariDealcom Private Limited, BrijdharaTradecom Private Limited, Jagvandana Constructions Private Limited, DeepshikahVincom Private Limited and Bosslife Enclave Private Limited their about 5 Sataks out of the Dag 1077 Property, absolutely and forever.

The said Sambhu Nath Bhattacharya a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his wife namely Pratima Bhattacharya, his son namely Amar Bhattacharya and three daughters namely Rama Sardar, Sikha Bhattacharjee and Rekha Bhattacharjee who all upon his death inherited and became entitled to 1.65 Satak out of the Dag 1077 Property, absolutely.

By a Sale Deed dated 10th May 2006 and registered with the District Sub Registrar II, Barasat in Book I Volume No.1 pages 1 to 26 Deed No.6291 for the year 2006, the said Pratima Bhattacharya, Amar Bhattacharya, Rama Sardar, Sikha Bhattacharjee and Rekha Bhattacharjee all of whom for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 1.65 Satak out of the Dag 1077 Property, absolutely and forever.

Biswanath's sale:

By a Sale Deed dated 7th November 1986 and registered with the Additional District Sub Registrar Bidhannagar in Book I Volume No.154 Pages 59 to 66 Deed No.8021 for the year 1986, the said Biswanath Bhattacharya for the consideration therein mentioned sold conveyed and transferred unto and to Nazrul Islam Dahli, Emdadul Islam Dhali and Idrish Rahaman Dhali his 6.5 Satak out of Dag 1077 Property, absolutely and forever.

By a Sale Deed dated 24th January 2006 and registered with the District Sub Registrar II Barasat in Book I Volume No.I Pages 1 to 29 Deed No.6376 for the year 2006, the said Nazrul Islam Dahli, Emdadul Islam Dhali and Idrish Rahaman Dhali for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited the said 6.5 Satak, absolutely and forever.

Rabindra's sale:

The said Rabindra Nath Bhattacharya a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his wife namely Minati Bhattacharya his son namely Mithun Bhattacharjee and daughter namely Piu (Priya) Bhattacharjee who all upon his death inherited and became entitled to 6 Satak out of the Dag 1077 Property, absolutely.

By a Sale Deed dated 20th June 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No.3 Pages 7595 to 7617 Deed No.02431 for the year 2007, the said Minati Bhattacharya, Mithun Bhattacharjee and Piu (Priya) Bhattacharjee for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited their 6 Satak out of the Dag 1077 Property, absolutely and forever.

By a Sale Deed dated 28th November 2014 and registered with the Additional District Sub Registrar Rajarhat in Book I Volume No.21 Pages 11909 to 11941 Being No.13219 for the year 2014, the said Mastan Ali Molla, Enat Ali Molla, Yusuf Ali Molla, Mansur Ali Molla, Roufan Bibi and Jelopan Bibi and Crescent Griha Nirman Private Limited for the consideration therein mentioned sold conveyed and transferred unto and to Mithil Tradecom Private Limited, Bluesnow Niketan Private Limited, SubhkariDealcom Private Limited, BrijdharaTradecom Private Limited, Jagvandana Constructions Private Limited, Deepshikah Vincom Private Limited and Bosslife Enclave Private Limited the Dag 1077 Property, absolutely and forever.

Although not required but by way of abundant caution, about 3.71 satak more or less out of Dag 1077 Property was repurchased by an Indenture of Conveyance dated 12th September 2019 and registered with the Additional District Sub Registrar of Rajarhat Book I Volume No.1523-2019 Pages 442559 to 442601 Being No.152311152 for the year 2019 from one Sahid Ali Molla, Md.Imtiyaz for the consideration therein by Bosslife Enclave Private Limited, Deepshika Vincom Private Limited, Bluesnow Niketan Private Limited, Mithil Tradecom Private Limited, SubhkariDealcom Private Limited, BrijdharaTradecom Private Limited and Jagvandana Constructions Private Limited absolutely and forever.

13. Re: L.R. Dag No. 1078 – Total Area in Dag 29 Satak, Subject Area – 29 Satak (“Dag 1078 Property”):

The name of Jobeda Mondal wife of Moniruddin was recorded in LR Khatian No. 231 in respect of 10 Sataks.

The names of Abbas Ali Mondal (since deceased) and Karim Baksh Mondal (since deceased) both sons of Keramat Ali were recorded in LR Khatian Nos. 49 and 126 in respect of 4 Sataks each and the name of Amina Khatun Bibi (since deceased) was recorded in LR Khatian No. 54 in respect of 2 Sataks.

The name of Khatunehha Bibi (since deceased) is recorded in respect of 9 Sataks in LR Khatian No. 163.

The said Amina Khatun Bibi, aMohamaddan, died intestate leaving her surviving her son Abdur Rashid Molla as her only heirs and legal representatives who all upon her death inherited and became entitled to her share in Dag 1078 Property, absolutely.

The said Khatun Nechha Bibi, aMohamaddan, died intestate leaving her surviving her daughter Jaheda Bibi (since deceased) as her only heir and legal representative who upon her death inherited and became entitled to her share in Dag 1078 Property, absolutely.

The said Jaheda Bibi, aMohamaddan, died intestate leaving her surviving her two sons namely Ansaruddin Ahmed and Aftabuddin Ahmed and five daughters namely Sarifa Khatoon, Jarima Begum, Sabera Khatoon, Sakila Purokait and Rasida Khatoon as her only heirs and legal representatives who all upon her death inherited and became entitled to her share in Dag 1078 Property, absolutely.

The said Abbas Ali, aMohamaddan, died intestate leaving him surviving his three sons namely Subid Ali Molla, Jabed Ali Molla and Ashraf Ali Molla (since deceased) and daughter Hamida Bibi as his only heirs and legal representatives who all upon his death inherited and became entitled to his share in Dag 1078 Property, absolutely.

The said Ashraf Ali Molla, a Mohamaddan, died intestate leaving him surviving his wife of Sobejan Bibi two sons namely Sahabuddin Molla, Jane Alam Molla as his only heirs and legal representatives who all upon his death inherited and became entitled to his share in Dag 1078 Property, absolutely.

That the said Karim Baksh, aMohamaddan, died intestate leaving him surviving his wife namely Baharan Bibi (since deceased), three sons namely Atia Rahaman, Afazuddin Molla, Moksed Ali Molla and two daughters namely Rabia Bibi and Achia Bibi as his only heirs and legal representatives who all upon his death inherited and became entitled to his share in Dag 1078 Property, absolutely. The said Baharan Bibi, aMohamaddan, also died leaving her surviving her three sons namely Atia Rahaman, Afazuddin Molla, Moksed Ali Molla and two daughters namely Rabia Bibi and Achia Bibi as his only heirs and legal representatives who all upon her death inherited and became entitled to her share in Dag 1078 Property, absolutely.

By a Sale Deed dated 10th May 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 26 Being No.6291 for the year 2006, the said Jobed Mondal for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 9.67 Satak more or less out of Dag 1078 Property, absolutely and forever.

By a Sale Deed dated 25th January 2006 and registered with the District Sub Registrar II, Barasat, North 24 Parganas in Book I Volume No.1 Pages 1 to 37 Being No.632 for the year 2006, the said Abdur Rashid Molla, Ansaruddin Ahmed, Aftabuddin Ahmed, Sarifa Khatoon,

Jarima Begum, Sabera Khatoon, Sakila Purokait, Rasida Khatoon, Subid Ali Molla, Javed Ali Molla, Hamida Bibi, Sobajan Bibi, Sahabuddin Molla and Jane Alam Molla for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 15.54 Satak more or less out of Dag 1078 Property, absolutely and forever.

By a Sale Deed dated 6th February 2006 and registered with the District Sub Registrar - II, Barasat North 24 Parganas in Book I Volume No.1 Pages 1 to 28 Being No.1202 for the year 2006, the said Atia Rahaman, Afazuddin Molla, Moksed Ali Molla, Rabia Bibi and Achia Bibi for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 3.86 Satak out of Dag 1078 Property, absolutely and forever.

Crescent Griha Nirman Private Limited having purchased the Dag 1078 Property thereafter got its name recorded in respect of entire 29 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore Vinimay Pvt. Ltd., Jannat Tradecon Pvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., Vishnudham Tradecon Pvt. Ltd., Delight Vintrade Pvt. Ltd., Jagvandana Commodeal Pvt. Ltd., Modakpriya Plaza Pvt. Ltd., Khushboo Tradecon Pvt. Ltd., Kailashdham Dealcom Pvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal Tradecon Pvt. Ltd., Panchdhan Vyapaar Pvt. Ltd., Pranit Vinimay Pvt. Ltd., Karan Vinimay Pvt. Ltd., Meantime Dealcom Pvt. Ltd., Aspire Dealers Pvt. Ltd., Maninagar Dealcom Pvt. Ltd., Aaren Vinimay Pvt. Ltd., Primary Commodeal Pvt. Ltd., Overgrow Plaza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview Vinimay Pvt. Ltd., Teenlok Nirman Pvt. Ltd. and Aanya Commotrade Pvt. Ltd. Makelife Promoters Pvt. Ltd., Murlidhar Dealcom Pvt. Ltd., Roselife Plaza Pvt. Ltd., Rangarang Dealcom Pvt. Ltd., Linkstar Apartments Pvt. Ltd., Laxmidhan Vincom Pvt. Ltd., Labheshwari Commodeal Pvt. Ltd., Kesarinandan Vyapar Pvt. Ltd., Kailashdham Residency Pvt. Ltd., Funidea Dealcomm Pvt. Ltd., Dhanaasha Commodeal Pvt. Ltd., Arrowline Commodeal Pvt. Ltd., Apnapan Tradecon Pvt. Ltd. and Linkplan Residency Pvt. Ltd. by a sale deed dealt in clause 22 hereto.

14. Re: L.R. Dag No. 1081 – Total Area in Dag - 11 Satak, Subject Area – 6 Satak (“Dag 1081 Property”):

The name of the Shefali Biswas was recorded as Raiyat in respect of 11 Satak in the Records of Rights published under the Act of 1955 in respect of Dag 1081 Property under L.R. Khatian No. 910.

By a Sale Deed dated 25th January 2006 and registered with the District Sub Registrar-II, Barasat in Book I Volume No.I Pages 1 to 37 Being No.632 for the year 2006, the said Sefali Biswas for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited the Dag 1081 Property, absolutely and forever.

Crescent Griha Nirman Private Limited having purchased the Dag 1081 Property thereafter got its name recorded in respect of 5 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore Vinimay Pvt. Ltd., Jannat Tradecon Pvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., Vishnudham Tradecon Pvt. Ltd., Delight Vintrade Pvt. Ltd., Jagvandana Commodeal Pvt. Ltd., Modakpriya Plaza Pvt. Ltd., Khushboo Tradecon Pvt. Ltd., Kailashdham Dealcom Pvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal Tradecon Pvt. Ltd.,

PanchdhanVyapaarPvt. Ltd., Pranit VinimayPvt. Ltd., Karan VinimayPvt. Ltd., Meantime DealcomPvt. Ltd., Aspire Dealers Pvt. Ltd., ManinagarDealcomPvt. Ltd., Aaren VinimayPvt. Ltd., Primary CommodealPvt. Ltd., Overgrow Plazza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview VinimayPvt. Ltd., Teenlok Nirman Pvt. Ltd. and Aanya CommotradePvt. Ltd. by a sale deed dealt in clause 22 hereto.

15. Re: L.R. Dag No. 1082 – Total Area in Dag - 14 Satak, Subject Area – 11 Satak (“Dag 1082 Property”) subject area (in terms of order passed on 11/03/2020 by the concerned authorities and so recorded in the record of rights and previously portion of RS Dag no. 1082) – 11 Satak (“Dag 1082/1274 Property”):

One Shefali Biswas, Habibar Rahaman and Muzibar Rahaman Middey were the Owners of Dag 1082 Property and their names were recorded as Raiyat in Records of Rights published under the West Bengal Land Reforms Act, 1955 in respect of the same under L.R. Khatian Nos. 910, 579 and 394.

By an Indenture of Gift dated 15th September 2003 and registered with the Additional District Sub Registrar Bidhannagar in Book I Being No.3882 for the 2004, the said Muzibar Rahaman Middey in consideration of his natural love and affection towards Din Mohammad Middey granted conveyed and transferred by way of gift to the said Din Mohammad Middey a portion measuring 3 Satak more or less out of Dag 1082 Property, absolutely and forever.

By an Indenture of Gift dated 14th October 2004 and registered with the Additional District Sub Registrar Bidhannagar in Book I Volume No.429 Pages 229 to 241 Being No.7221 for the year 2004, the said Din Mahammed Middey in consideration out of his natural love and affection towards AbubakkarMiddey granted conveyed and transferred by way of gift to the said AbubakkarMiddey a portion measuring 3 Satak out of Dag 1082 Property, absolutely and forever.

By a Sale Deed dated 25th January 2006 and registered with the District Sub Registrar II. Barasat in Book I Volume No.1 Pages 1 to 37 Being No.632 for the year 2006, the said Sefali Biswas, Habibar Rahaman and Abubakar Middey for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited the Dag 1082 Property, absolutely and forever.

Crescent Griha Nirman Private Limited having purchased the Dag 1082 Property thereafter got its name recorded in respect of 11 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore VinimayPvt. Ltd., Jannat TradecomPvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., VishnudhamTradeconPvt. Ltd., Delight VintradePvt. Ltd., JagvandanaCommodealPvt. Ltd., Modakpriya Plazza Pvt. Ltd., Khushboo TradeconPvt. Ltd., KailashdhamDealcomPvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal TradecomPvt. Ltd., PanchdhanVyapaarPvt. Ltd., Pranit VinimayPvt. Ltd., Karan VinimayPvt. Ltd., Meantime DealcomPvt. Ltd., Aspire Dealers Pvt. Ltd., ManinagarDealcomPvt. Ltd., Aaren VinimayPvt. Ltd., Primary CommodealPvt. Ltd., Overgrow Plazza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview VinimayPvt. Ltd., Teenlok Nirman Pvt. Ltd. and Aanya CommotradePvt. Ltd. by a sale deed dealt in clause 22 hereto.

The said Muchmore VinimayPvt. Ltd and other companies as mentioned in clause 15.5 above applied for mutation of their name in the LR record of rights and pursuant to the said application by an order dated 11/03/2020 passed by the concerned authorities and so recorded in the record of rights the portion of the property purchased became a “Bata Dag” being Dag No. 1082/1274 (previously portion of RS/LR Dag no. 1082) having an area of 11 Satak, more or less.

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

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

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

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

Crescent Griha Nirman Private Limited having purchased the Dag 1083 Property thereafter got its name recorded in respect of 5 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore VinimayPvt. Ltd., Jannat TradeComPvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., VishnudhamTradeComPvt. Ltd., Delight VintradePvt. Ltd., JagvandanaCommodealPvt. Ltd., Modakpriya Plaza Pvt. Ltd., Khushboo TradeComPvt. Ltd., KailashdhamDealcomPvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal TradeComPvt. Ltd., PanchdhanVyapaarPvt. Ltd., Pranit VinimayPvt. Ltd., Karan VinimayPvt. Ltd., Meantime DealcomPvt. Ltd., Aspire Dealers Pvt. Ltd., ManinagarDealcomPvt. Ltd., Aaren VinimayPvt. Ltd., Primary CommodealPvt. Ltd., Overgrow Plaza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., MangalnayakHomes Pvt. Ltd., Highview VinimayPvt. Ltd., Teenlok Nirman Pvt. Ltd. and Aanya CommotradePvt. Ltd. by a sale deed dealt in clause 22 hereto.

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

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

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

By a Sale Deed Dated 28th February 2006 and registered with the District Sub Registrar– II, Barasat in Book I Volume No.1 Pages No.1 to 13 Being No.2413 for the year 2006, the said Lal Banu Bibi and Mansoor Ali Molla for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited the Dag 1084 Property, absolutely and forever.

Crescent Griha Nirman Private Limited having purchased the Dag 1084 Property thereafter got its name recorded in respect of 21 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore VinimayPvt. Ltd., Jannat TradecomPvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., VishnudhamTradeconPvt. Ltd., Delight VintradePvt. Ltd., JagvandanaCommodealPvt. Ltd., Modakpriya Plaza Pvt. Ltd., Khushboo TradeconPvt. Ltd., KailashdhamDealcomPvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal TradecomPvt. Ltd., PanchdhanVyapaarPvt. Ltd., Pranit VinimayPvt. Ltd., Karan VinimayPvt. Ltd., Meantime DealcomPvt. Ltd., Aspire Dealers Pvt. Ltd., ManinagarDealcomPvt. Ltd., Aaren VinimayPvt. Ltd., Primary CommodealPvt. Ltd., Overgrow Plaza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview VinimayPvt. Ltd., Teenlok Nirman Pvt. Ltd. and Aanya CommotradePvt. Ltd. by a sale deed dealt in clause 22 hereto.

18. Re: L.R. Dag No. 1085 – Total Area in Dag - 19 Satak, Subject Area – 6 Satak (“Dag 1085 Property”) subject area (in terms of order passed on 17/06/2020 by the concerned authorities and so recorded in the record of rights and previously portion of RS Dag no. 1085) – 6 Satak (“Dag 1085/1275 Property”):

One Baharan Bibi (since deceased) was the Owner of Dag 1085 Property and her name was recorded as Raiyat in the Records of Rights published under the West Bengal Land Reforms Act, 1955 in respect of the same under L.R. Khatian No. 824.

The said Baharan Bibi, a Mohammadan, died intestate leaving her surviving her three sons namely Atia Rahaman, AfazuddinMollaandMoksed Ali Molla and two daughters namely Rabia Bibi and Achia Bibi as her only heirs and legal representatives who all upon her death inherited and became entitled to the Dag 1085 Property, absolutely.

By a Sale Deed dated 6th February 2006 and registered with the District Sub Registrar-II, Barasat in Book I Volume No.1 Pages 1 to 28 Being No.1202 for the year 2006, the said Atia Rahaman, Afazuddin Molla, Moksed Ali Molla, Rabia Bibi and Achia Bibi for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited the Dag 1085 Property, absolutely and forever.

Crescent Griha Nirman Private Limited having purchased the Dag 1085 Property thereafter got its name recorded in respect of 6 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore VinimayPvt. Ltd., Jannat TradecomPvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., VishnudhamTradeconPvt. Ltd., Delight VintradePvt. Ltd., JagvandanaCommodealPvt. Ltd., Modakpriya Plaza Pvt. Ltd., Khushboo TradeconPvt. Ltd., KailashdhamDealcomPvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal TradecomPvt. Ltd., PanchdhanVyapaarPvt. Ltd., Pranit VinimayPvt. Ltd., Karan VinimayPvt. Ltd., Meantime DealcomPvt. Ltd., Aspire Dealers Pvt. Ltd., ManinagarDealcomPvt. Ltd., Aaren VinimayPvt.

Ltd., Primary CommodealPvt. Ltd., Overgrow Plazza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview VinimayPvt. Ltd., Teenlok Nirman Pvt. Ltd. and Aanya CommotradePvt. Ltd. by a sale deed dealt in clause 22 hereto.

The said Muchmore VinimayPvt. Ltd and other companies as mentioned in clause 18.4 above applied for mutation of their name in the LR record of rights and pursuant to the said application by an order dated 17/06/2020 passed by the concerned authorities and so recorded in the record of rights the portion of the property purchased became a “Bata Dag” being Dag No. 1085/1275 (previously portion of RS/LR Dag no. 1085) having an area of 6 Satak, more or less.

19. Re: L.R. Dag No. 1086 – Total Area in Dag - 58 Satak, Subject Area – previously 44 Satak (“Dag 1086 Property”) subject area (after the exchange of 6.74 Satak by a deed of exchange executed and registered on 20/08/2018 and in terms of order passed on 02/09/2020 by the concerned authorities and so recorded in the record of rights and previously portion of RS Dag no. 1086) 38 Satak (“Dag 1086/1277 Property”):

The names of Himangshu Bhattacharya, Sudhangshu Bhattacharya and Ushangini Debi (since deceased) were recorded in RS Khatian No. 523 in respect of 38 Sataks.

The name of Khatunechha Bibi (5.6 Satak), Meher Ali (also known as Mehar Ali Molla, since deceased) (4.8 Satak) and Seher Ali (1.5 Satak) were recorded in RS Khatian No. 73/1.

The following names are recorded as per LR records:

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

The said Ushangini Debi a Hindu governed by the Dayabhaga School of Hindu Law died issueless leaving her surviving her husband’s brothers namely Himangshu Bhattacharya and

SudhangshuBhattacharya as her only heirs and legal representatives who both upon her death inherited and became entitled to her share in Dag 1086 Property.

By a sale Deed dated 29th September, 1980 and registered with the Sub Registrar Cossipore Dum Dum in Book I Volume No.152 Pages 78 to 80 Being No.7433 for the year 1980, the said Himangshu Bhattacharya and Sudhangshu Bhattacharya for the consideration therein mentioned sold conveyed and transferred unto and to Mohammad Molla portion measuring 16 Sataks out of the said Dag 1086 Property, absolutely and forever and thereafter the said Mohammad Molla got his name mutated as Raiyat in the Records of Rights published under the West Bengal Land Reforms Act, 1955 under LR Khatian No. 376.

By a Sale Deed dated 1st December 2003 and registered with the Additional District Sub Registrar Bidhannagar in Book I Volume No.577 Pages 247 to 266 Being No.10152 for the year 2003, the said Mohammad Molla for the consideration therein mentioned sold conveyed and transferred unto and to Pradeep Banerjee 16 Sataks out of the said Dag 1086 Property, absolutely and forever.

By a Sale Deed dated 6th January 2006 and registered with the District Sub Registrar -II, Barasat in Book I Volume No.1 Pages 1 to 18 Being No.179 for the 2006, the said Pradeep Banerjee for the consideration therein mentioned sold conveyed and transferred unto and to Virtual Vyapaar Private Limited 16 Sataks out of the said Dag 1086 Property, absolutely and forever. Virtual Vyapaar sold 16 Sataks to Crescent Griha Nirman Private Limited by a sale deed referred in clause 19.15 hereto.

By a Sale Deed dated 1st October 1982 and registered with the Additional District Sub Registrar Cossipore Dum Dum in Book I Volume No.365 Pages 195 to 200 Being No.9252 for the year 1982 the said Himangshu Bhattacharya and Sudhangshu Bhattacharya for the consideration therein mentioned sold conveyed and transferred unto and to one Joydeb Mondal and Baburam Mondal 8 Sataks more or less out of the said Dag 1086 Property, absolutely and forever.

By a Sale Deed dated 14th March 1984 and registered with the Additional District Sub Registrar Cossipore Dum Dum in Book I Volume No.26 Pages 142 to 146 Deed No.920 for the year 1984, the said Himangshu Bhattacharya for the consideration therein mentioned sold conveyed and transferred unto and to the said Joydeb Mondal and Baburam Mondal another 1 Satak more or less out of the said Dag 1086 Property, absolutely and forever.

By the said sale deed dated 6th January 2006 and registered with the District Sub Registrar -II, Barasat in Book I Volume No.1 Pages 1 to 18 Being No.179 for the 2006, the said Joydeb Mondal and Baburam Mondal for the consideration therein mentioned sold conveyed and transferred unto and to Virtual Vyapaar Private Limited 9 Sataks out of the said Dag 1086 Property, absolutely and forever. Virtual Vyapaar sold 9 Sataks to Crescent Griha Nirman Private Limited by a sale deed referred in clause 19.15 hereto.

By a Sale Deed dated 31st July 1984 and registered with the Additional District Sub Registrar Bidhannagar in Book I Volume No.57 Pages 263 to 268 Being No.4287 for the year 1984, the said Himangshu Bhattacharya for the consideration therein mentioned sold conveyed and transferred unto and to Joinal Abedin Molla (since deceased) 11 Satak out of the said Dag 1086 Property, absolutely and forever.

The said Joynal Abedin Molla, a Mohamaddan, died intestate leaving him surviving his wife namely Marjina Bibi and two sons namely Bapi Molla and Mamtajul Molla and daughter namely Rina Khatun as his only heirs and legal representatives who all upon his death inherited and became entitled to 11 sataks out of the said Dag 1086 Property, absolutely.

By the said sale deed dated 6th January 2006 and registered with the District Sub Registrar -II, Barasat in Book I Volume No.1 Pages 1 to 18 Being No.179 for the 2006, the said Marjina Bibi, Bapi Molla, Mamtajul Molla and Rina Khatun for the consideration therein mentioned sold conveyed and transferred unto and to Virtual Vyapaar Private Limited 11 sataks out of the said Dag 1086 Property, absolutely and forever. The said Virtual Vyapaar sold 11 Sataks to Crescent Griha Nirman Private Limited by a sale deed referred in clause 19.15 hereto.

The said Mehar Ali Molla, a Mohamaddan, died intestate leaving him surviving his wife namely Fazila Bibi and five sons Nasiruddin Molla, Noor Islam Molla, Chariuddin Molla, Hafizuddin Molla and Mohiuddin Molla as his only heirs and legal representatives who all upon his death inherited and became entitled to his share in the said Dag 1086 Property, absolutely. The names of the said Fajila Bibi, Nasiruddin Molla, Noor Islam Molla, Chariuddin Molla and Hafizuddin Molla and Mohiuddin Molla have been recorded as Raiyats in the Records of Rights published under the West Bengal Land Reforms Act, 1955 under LR Khatian Nos.316 (0 Satak), 274 (2 Satak), 287(2 Satak), 199 (2 Satak) and 588 (2 Satak) and 359 (0 Satak). Some of the heirs sold to Crescent Griha Nirman Private Limited as follows:-

By a Sale Deed dated 24th January 2006 and registered with the District Sub Registrar-II, Barasat in Book I Volume No.1 Pages 1 to 29 Deed No.6376 for the 2006, the said Hafizuddin Molla for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited All That portion 0.97 Satak more or less out of the said Dag 1086 Property, absolutely and forever.

By a Sale Deed dated 1st June 2005 and registered with the Additional District Sub Registrar Bidhannagar in Book I Being No.3777 for the year 2005, the said Fajila Bibi for the consideration therein mentioned sold conveyed and transferred unto and to Nazimuddin Molla portion measuring 0.55 Satak more or less out of the said Dag 1086 Property, absolutely and forever.

The said Mohiuddin Molla, a Mohamaddan, died intestate leaving him surviving his wife namely Rahila Bibi and five sons namely Kutubuddin Molla, Saifuddin Molla, Azizuddin Molla, Nazimuddin Molla, Anichaddin Molla and four daughters namely Sabera Bibi, Manira Bibi, Minara Khatoon and Mansura Khatoon as his only heirs and legal representatives who all upon her death inherited and became entitled to her share in the said Dag 1086 Property, absolutely.

By a Sale Deed dated 25th January 2006 and registered with the District Sub Registrar - II in Book I Volume No.1 Pages 1 to 37 Being No.632 for the year 2006, the said Nazimuddin Molla, Rahila Bibi, Kutubuddin Molla, Saifuddin Molla, Azizuddin Molla, Nazimuddin Molla, Anichaddin Molla, Sabera Bibi, Manira Bibi, Minara Khatoon and Mansura Khatoon for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited All That portion measuring 1.14 Satak more or less out of the said Dag 1086 Property, absolutely and forever.

By the said Sale Deed dated 6th January 2006 and registered with the District Sub Registrar -II, Barasat in Book I Volume No.1 Pages 1 to 18 Being No.179 for the 2006, the said Nasiruddin Molla and Noor Islam Molla for the consideration therein mentioned sold conveyed and transferred unto and to Virtual Vyapaar Private Limited 3.1 Sataks out of the said Dag 1086Property, absolutely and forever.

By a Sale Deed dated 24th April 2006 and registered with the District Sub Registrar -II Barasat in Book I Volume No.1 Pages 1 to 19 Being No.6026 for the 2006, the said Virtual Vyapaar Private Limited for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited All That portion measuring 39.1 Satak more or less out of the said Dag 1086Property, absolutely and forever.

By a Sale Deed dated 20th June 2006 and registered with the District Sub Registrar -II, Barasat in Book I Volume No.3 Pages 7595 to 7617 Being No.02431 for the year 2007, the said Atab Ali Molla for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 1.55 Satak more or less out of the said Dag 1086Property, absolutely and forever.

Crescent Griha Nirman Private Limited having purchased the said Dag 1086 Property thereafter got its name recorded in respect of 44 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore VinimayPvt. Ltd., Jannat TradecomPvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., VishnudhamTradeconPvt. Ltd., Delight VintradePvt. Ltd., JagvandanaCommodealPvt. Ltd., Modakpriya Piazza Pvt. Ltd., Khushboo TradeconPvt. Ltd., KailashdhamDealcomPvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal TradecomPvt. Ltd., PanchdhanVyapaarPvt. Ltd., Pranit VinimayPvt. Ltd., Karan VinimayPvt. Ltd., Meantime DealcomPvt. Ltd., Aspire Dealers Pvt. Ltd., ManinagarDealcomPvt. Ltd., Aaren VinimayPvt. Ltd., Primary CommodealPvt. Ltd., Overgrow Piazza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview VinimayPvt. Ltd., Teenlok Nirman Pvt. Ltd., Aanya CommotradePvt. Ltd., Makelife Promoters Pvt. Ltd., Murlidhar DealcomPvt. Ltd., Roselife Piazza Pvt. Ltd., RangarangDealcomPvt. Ltd., LinkstarAppartmentsPvt. Ltd., LaxmidhanVincomPvt. Ltd., LabheshwariCommodealPvt. Ltd., Kesarinandan VyaparPvt. Ltd., Kailashdham Residency Pvt. Ltd., FunideaDealcommPvt. Ltd., DhanaashaCommodealPvt. Ltd., ArrowlineCommodealPvt. Ltd. and ApnapanTradecomPvt. Ltd. by a sale deed dealt in clause 22 hereto.

By a deed of exchange dated the 20th day of August 2018 executed by and between Muchmore VinimayPvt. Ltd., Jannat TradecomPvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., VishnudhamTradeconPvt. Ltd., Delight VintradePvt. Ltd., JagvandanaCommodealPvt. Ltd., Modakpriya Piazza Pvt. Ltd., Khushboo TradeconPvt. Ltd., KailashdhamDealcomPvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal TradecomPvt. Ltd., PanchdhanVyapaarPvt. Ltd., Pranit VinimayPvt. Ltd., Karan VinimayPvt. Ltd., Meantime DealcomPvt. Ltd., Aspire Dealers Pvt. Ltd., ManinagarDealcomPvt. Ltd., Aaren VinimayPvt. Ltd., Primary CommodealPvt. Ltd., Overgrow Piazza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview VinimayPvt. Ltd., Teenlok Nirman Pvt. Ltd., Aanya CommotradePvt. Ltd., Makelife Promoters Pvt. Ltd., Murlidhar DealcomPvt. Ltd., Roselife

Plazza Pvt. Ltd., RangarangDealcomPvt. Ltd., LinkstarAppartmentsPvt. Ltd., LaxmidhanVincomPvt. Ltd., LabheshwariCommodealPvt. Ltd., Kesarinandan VyaparPvt. Ltd., Kailashdham Residency Pvt. Ltd., FunideaDealcommPvt. Ltd., DhanaashaCommodealPvt. Ltd., ArrowlineCommodealPvt. Ltd. and ApnapanTradecomPvt. Ltd. of the one part being the first party therein and (1) Abdul Khayer Mondal, (2) Abul Siddik Mondal, (3) Abul Kalam Mondal, (4) Abu Taher Mondal And (5) Abu Taleb Mondal of the other part being the second party therein, registered in the office of Additional District Sub Registrar, Rajarhat, in Book No. 1, Volume No. 1523-2018, pages from 317778 to 317896 being no. 152309576 for the year 2018 the first parties sold and/or transferred to the second party all that a divided demarcated portion measuring 6.74 satak more or less, out of 44 sataks owned by the first party in the said RS and LR Dag no 1086 of the first parties and thus the First Party was left with the ownership of only 38 satak of land in the said RS/LR Dag No. 1086.

The first parties thereafter duly made an application for mutation of their respective names in the LR ROR and in terms of the orders passed by the concerned authorities on 02.09.2020 the said RS/LR Dag No. 1086 became a “Bata Dag” being no. 1086/1277 in respect of the land owned by the Owners.

- 20. Re: L.R. Dag No. 1087 – Total Area in Dag – 88 Satak, Subject Area – previously 50 Satak (“Dag 1087 Property”) subject area (after the exchange of 6.74 Satak by a deed of exchange executed and registered on 20/08/2018 and in terms of order passed on 09/07/2020 by the concerned authorities and so recorded in the record of rights and previously portion of RS Dag no. 1087) 57 satak (“Dag 1087/1276 Property”):**

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

30 Satak Part:

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

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

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

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

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

By a Sale Deed dated 24th April 2006 registered with the District Sub Registrar- II, Barasat in Book I Volume No.1 Pages 1 to 18 Being No.6038 for the year 2006, the said Virtual Vyapaar Private Limited for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited the said 15 Satak more or less out of Dag 1087 Property, absolutely and forever.

The said Biswanath Bhattacharya sold 13 Satak by Sale Deed dated 7th June 1985 and registered with the Additional District Sub Registrar Bidhannagar, in Book I Volume No.81F Pages 167 to 172 Being No.4266 for the year 1985 to Abdur Rahaman Dhali and 20 Satak by Sale Deed dated 7th June 1985 and registered with the Additional District Sub Registrar Bidhannagar, in Book I Volume No.81F Pages 173 to 178 Being No.4267 for the year 1985 to Abdul Rajjak Dhali, Abdul Rafique Dhali and Abdul Safique Dhali.

By a Sale Deed dated 6th September 2016 and registered with the Additional District Sub Registrar in Book I Volume No.1523-2016 Pages 290357 to 290384 Being No.152309513 for the year 2016, the said Abdul Rajjak Dhali, Abdul Rafique Dhali and Abdul Safique Dhali and Abdur Rahaman Dhali for the consideration therein mentioned sold conveyed and transferred unto and to Nirmalmaya Commodore Private Limited, Mithil Tradecom Private Limited, Bluesnow Niketan Private Limited, Jagvandana Constructions Private Limited, Deepshika Vincom Private Limited, Bosslife Enclave Private Limited their 8 Satak more or less out of Dag 1087 Property, absolutely and forever. In this Deed the sellers accepted their ownership of only 8 Sataks and disclaimed the right in respect of the remaining part of the Dag 1087 Property.

Although not required but by way of abundant caution, a portion measuring 4.71 satak more or less out of Dag 1087 Property was repurchased by an Indenture of Conveyance dated 13th December 2019 and registered with the Additional District Sub Registrar of Rajarhat Book I Volume No.1523-2020 Pages 4880 to 4936 Being No.152315616 for the year 2019 from one Jyotsna Bibi, Serina Bibi and Akibul Islam for the consideration therein mentioned by Muchmore Vinimay Private Limited, Jannat Tradecom Private Limited, Welltime Tie-up Private

Limited, Meantime Developers Private Limited, Dhanaasha Homes Private Limited, Labheshwari Residency Private Limited., VishnudhamTradecon Private Limited. Delight Vintrade Private Limited, JagvandanaCommodeal Private Limited, Modakpriya Plaza Private Limited, Khushboo Tradecon Private Limited, KailashdhamDealcom Private Limited, Moriya Enclave Private Limited, Funidea Towers Private Limited, Safal Tradecon Private Limited, PanchdhanVyapaar Private Limited, Pranit Vinimay Private Limited, Karan Vinimay Private Limited, Meantime Dealcom Private Limited. Aspire Dealers Private Limited, ManinagarDealcom Private Limited, Aaren Vinimay Private Limited, Primary Commodeal Private Limited, Overgrow Plaza Private Limited, Nirmalkunj Highrise Private Limited, Mangalnayak Homes Private Limited. Highview Vinimay Private Limited., Teenlok Nirman Private Limited, Aanya Commotrade Private Limited., Makelife Promoters Private Limited, Murlidhar Dealcom Private Limited., Roselife Plaza Private Limited, RangarangDealcom Private Limited, LinkstarApartments Private Limited, LaxmidhanVincom Private Limited, LabheshwariCommodeal Private Limited, Kesarinandan Vyapar Private Limited, Kailashdham Residency Private Limited, FunideaDealcomm Private Limited. DhanaashaCommodeal Private Limited, ArrowlineCommodeal Private Limited, ApnapanTradecon Private Limited. Linkplan Residency Private Limited. Mithil Tradecon Private Limited, Bluesnow Niketan Private Limited, Jagvandana Constructions Private Limited, Deepshika Vincom Private Limited, Bosslife Enclave Private Limited and NirmalmayaCommodeal Private Limited and Dipak Bhattacharjee confirmed such sale.

20 Satak Part:

The said Mehar Ali Molla, aMohamaddan, died intestate leaving him surviving his wife namely Fazila Bibi and five sons namely Nasiruddin Molla, Noor Islam Molla, ChariuddinMolla,Hafizuddin Molla and Machiuddin Molla as his only heirs and legal representatives who all upon his death inherited and became entitled to his share in Dag 1087 Property, absolutely.The names of the said Fazila Bibi, Nasiruddin Molla, Noor Islam Molla, Chariuddin Molla and Hafizuddin Molla and Machiuddin Molla have been recorded as Raiyats in the Records of Rights published under the West Bengal Land Reforms Act, 1955 under LR Khatian Nos.316 (4 Satak), 274 (5 Satak), 287(5 Satak), 199 (5 Satak) and 588 (6 Satak) and 359 (5 Satak). Some of the heirs sold to Crescent Griha Nirman Private Limited as follows:-

By a Sale Deed dated 24th January 2006 and registered with the District Sub Registrar-II, Barasat in Book I Volume No.1 Pages 1 to 29 Deed No.6376 for the 2006, the said Hafizuddin Molla for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 5.90 Satak more or less out of Dag 1087 Property, absolutely and forever.

By a Deed of Gift dated 24th August 2004 and registered with the Additional District Sub Registrar Bidhannagar in Book I Volume No.92 Pages 195 to 207 Deed No.1531 for the year 2005, the said Chariuddin Molla in consideration of his natural love and affection towards Noor Islam Molla granted conveyed and transferred to Noor Islam Molla by way of gift All That portion measuring 2.90 Satak more or less out of Dag 1087 Property, absolutely and forever.

By a Sale Deed dated 24th April 2006 registered with the District Sub Registrar II Barasat in Book I Volume No.362 Pages 125 to 148 Being No.6040 for the year 2006, the said Nasiruddin Molla and Noor Islam Molla for the consideration therein mentioned sold conveyed and

transferred unto and to Crescent Griha Nirman Private Limited their 12.70 Satak more or less out of Dag 1087 Property, absolutely and forever.

The said Mohiuddin Molla, a Mohamaddan, died intestate leaving him surviving his wife namely Rahila Bibi and his five sons namely Kutubuddin Molla, Saifuddin Molla, Azizuddin Molla, Nazimuddin Molla, Anichaddin Molla and four daughters namely Sabera Bibi, Manira Bibi, Minara Khatoon and Mansura Khatoon as his only heirs and legal representatives who all upon her death inherited and became entitled to her share in Dag 1087 Property, absolutely.

By a Sale Deed dated 25th January 2006 and registered with the District Sub Registrar - II in Book I Volume No.1 Pages 1 to 37 Being No.632 for the year 2006, Rahila Bibi, Kutubuddin Molla, Saifuddin Molla, Azizuddin Molla, Nazimuddin Molla, Anichaddin Molla, Sabera Bibi, Manira Bibi, Minara Khatoon and Mansura Khatoon for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 4.91 Satak more or less out of Dag 1087 Property, absolutely and forever.

The name of Atab Ali Molla is recorded as Raiyat in the Records of Rights published under the West Bengal Land Reforms Act, 1955 in respect of 2 Satak out of Dag 1087 Property under LR Khatian No. 1018.

By a Sale Deed dated 20th June 2006 registered with the District Sub Registrar-II, Barasat in Book I Volume No.3 Pages 7595 to 7617 Deed No.02431 for the year 2007, the said Atab Ali Molla for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited 1.99 Satak more or less out of Dag 1087 Property, absolutely and forever.

Crescent Griha Nirman Private Limited having purchased about 47.1 Satak out of Dag 1087 Property thereafter got its name recorded in respect of 44 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore Vinimay Pvt. Ltd., Jannat Trade Com Pvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., Vishnudham Trade Con Pvt. Ltd., Delight Vin Trade Pvt. Ltd., Jagvandana Commodeal Pvt. Ltd., Modakpriya Plaza Pvt. Ltd., Khushboo Trade Con Pvt. Ltd., Kailashdham Deal Com Pvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal Trade Com Pvt. Ltd., Panchdhan Vyapaar Pvt. Ltd., Pranit Vinimay Pvt. Ltd., Karan Vinimay Pvt. Ltd., Meantime Deal Com Pvt. Ltd., Aspire Dealers Pvt. Ltd., Maninagar Deal Com Pvt. Ltd., Aaren Vinimay Pvt. Ltd., Primary Commodeal Pvt. Ltd., Overgrow Plaza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview Vinimay Pvt. Ltd., Teenlok Nirman Pvt. Ltd. and Aanya Commotrade Pvt. Ltd. Makelife Promoters Pvt. Ltd., Murlidhar Deal Com Pvt. Ltd., Roselife Plaza Pvt. Ltd., Rangarang Deal Com Pvt. Ltd., Linkstar Apartments Pvt. Ltd., Laxmidhan Vincom Pvt. Ltd., Labheshwari Commodeal Pvt. Ltd., Kesarinandan Vyapar Pvt. Ltd., Kailashdham Residency Pvt. Ltd., Funidea Deal Comm Pvt. Ltd., Dhanaasha Commodeal Pvt. Ltd., Arrowline Commodeal Pvt. Ltd., Apnapan Trade Com Pvt. Ltd. and Linkplan Residency Pvt. Ltd. by sale deed dealt in clause 22 hereto.

Pursuant to the purchase of the land the said Muchmore Vinimay Private Limited and 48 other companies became the owner of the land respectively purchased by them from the said Crescent Griha Nirman Pvt Ltd aggregating to a total of 50 satak of land in the said R.S./L.R. Dag No. 1087.

By a deed of exchange dated the 20th day of August 2018 executed by and between Muchmore VinimayPvt. Ltd., Jannat TradecomPvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., VishnudhamTradeconPvt. Ltd., Delight VintradePvt. Ltd., JagvandanaCommodealPvt. Ltd., Modakpriya Plaza Pvt. Ltd., Khushboo TradeconPvt. Ltd., KailashdhamDealcomPvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal TradecomPvt. Ltd., PanchdhanVyapaarPvt. Ltd., Pranit VinimayPvt. Ltd., Karan VinimayPvt. Ltd., Meantime DealcomPvt. Ltd., Aspire Dealers Pvt. Ltd., ManinagarDealcomPvt. Ltd., Aaren VinimayPvt. Ltd., Primary CommodealPvt. Ltd., Overgrow Plaza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview VinimayPvt. Ltd., Teenlok Nirman Pvt. Ltd., Aanya CommotradePvt. Ltd., Makelife Promoters Pvt. Ltd., Murlidhar DealcomPvt. Ltd., Roselife Plaza Pvt. Ltd., RangarangDealcomPvt. Ltd., LinkstarAppartmentsPvt. Ltd., LaxmidhanVincomPvt. Ltd., LabheshwariCommodealPvt. Ltd., Kesarinandan VyaparPvt. Ltd., Kailashdham Residency Pvt. Ltd., FunideaDealcommPvt. Ltd., DhanaashaCommodealPvt. Ltd., ArrowlineCommodealPvt. Ltd. and ApnapanTradecomPvt. Ltd. of the **one part** being the first party therein and (1) Abdul Khayer Mondal, (2) Abul Siddik Mondal, (3) Abul Kalam Mondal, (4) Abu Taher Mondal And (5) Abu Taleb Mondal of the **other part** being the second party therein, registered in the office of Additional District Sub Registrar, Rajarhat, in Book No. 1, Volume No. 1523-2018, pages from 317778 to 317896 being no. 152309576 for the year 2018 the second party therein sold and/or transferred to the first party therein all that a divided demarcated portion measuring 6.74 satak more or less, out of 6.74 sataks (from out of total 88 sataks) owned by the second party therein in the said RS and LR Dag no 1087 recorded in 10 LR Khatians of the second party therein and thus the first party therein became the owner of the said 6.74 satak of land.

The said Muchmore VinimayPvt. Ltd and 48 other companies as mentioned above, thus, became the owner of 57 satak of land in the said RS/LR Dag No. 1087.

The said Muchmore VinimayPvt. Ltd and 48 other companies thereafter duly made an application for mutation of their respective names in the LR ROR and in terms of the orders passed by the concerned authorities on 09.07.2020 the said RS/LR Dag No. 1087 became a "Bata Dag" being no. 1087/1276.

21. Re : R.S. and L.R. DAG No. 1088: Total Area in Dag -28 Satak, Subject Area –19 Satak ("Dag 1088 Property"):

The names of Subal Chandra Mondal (since deceased), Sanyasi Charan Mondal and Arjun Charan Mondal were recorded in respect of Dag 1088 Property under RS Khatian No. 355 and as Raiyats in the Records of Rights published under the West Bengal Land Reforms Act, 1955 under LR Khatian Nos. 17 (10 Satak – ArjunCharan Mondal), 558 (9 Satak SubalChandra Mondal) and 493 (9 Satak – SanyasiCharan Mondal).

The said Subal Chandra Mondal a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his wife namely (Smt.) Subhadra Mondal and three sons namely Jaydeb Mondal, Baburam Mondal and Sanjay Mondal and five daughters namely Smt. Baruni Naskar, Smt. Mina Das, Smt. Jhunu Mondal, Smt. Ranu Naskar and Smt. Sumita Mondal as his only heirs and legal representatives who all upon his death inherited and became entitled to the Dag 1088 Property, absolutely.

By an Indenture of Gift dated 11th March 2005 and registered with the Additional District Sub Registrar Bidhannagar in Book I Volume No.228 Pages 290 to 302 Being No.3759 for the year 2005, the said Subhadra Mondal, Baruni Naskar, Mina Das and Jhunu Mondal, Runu Naskar and Sumita Mondal in consideration of their natural love and affection towards the said Jaydeb Mondal, Baburam Mondal and Sanjay Mondal granted conveyed and transferred by way of gift to the said Jaydeb Mondal, Baburam Mondal and Sanjay Mondal their 6 Satak out of the Dag 1088 Property, absolutely and forever.

By a Sale Deed dated 14th September 2005 and registered with the District Registrar Barasat in Book I Being No.5471 for the year 2005, the said Arjun Charan Mondal, Jaydeb Mondal, Baburam Mondal and Sanjay Mondal for the consideration therein mentioned sold conveyed and transferred unto and to Navketan Enterprise the Dag 1088 Property, absolutely and forever.

By a Sale Deed dated 24th April 2006 registered with the District Sub Registrar II Barasat in Book I Volume No.I Pages 1 to 14 Being 6039 for the year 2006, the said Navketan Enterprise for the consideration therein mentioned sold conveyed and transferred unto and to Crescent Griha Nirman Private Limited the Dag 1088 Property, absolutely and forever.

Crescent Griha Nirman Private Limited having purchased about 19 Satak out of Dag 1088 Property thereafter got its name recorded in respect of 19 Sataks under L.R. Khatian No. 1208 and sold the same to Muchmore Vinimay Pvt. Ltd., Jannat Tradecom Pvt. Ltd., Welltime Tie-up Pvt. Ltd., Meantime Developers Pvt. Ltd., Dhanaasha Homes Pvt. Ltd., Labheshwari Residency Pvt. Ltd., Vishnudham Tradecon Pvt. Ltd., Delight Vintrade Pvt. Ltd., Jagvandana Commodeal Pvt. Ltd., Modakpriya Plaza Pvt. Ltd., Khushboo Tradecon Pvt. Ltd., Kailashdham Dealcom Pvt. Ltd., Moriya Enclave Pvt. Ltd., Funidea Towers Pvt. Ltd., Safal Tradecom Pvt. Ltd., Panchdhan Vyapaar Pvt. Ltd., Pranit Vinimay Pvt. Ltd., Karan Vinimay Pvt. Ltd., Meantime Dealcom Pvt. Ltd., Aspire Dealers Pvt. Ltd., Maninagar Dealcom Pvt. Ltd., Aaren Vinimay Pvt. Ltd., Primary Commodeal Pvt. Ltd., Overgrow Plaza Pvt. Ltd., Nirmalkunj Highrise Pvt. Ltd., Mangalnayak Homes Pvt. Ltd., Highview Vinimay Pvt. Ltd., Teenlok Nirman Pvt. Ltd. and Aanya Commotrade Pvt. Ltd. Makelife Promoters Pvt. Ltd., Murlidhar Dealcom Pvt. Ltd., Roselife Plaza Pvt. Ltd., Rangarang Dealcom Pvt. Ltd., Linkstar Apartments Pvt. Ltd., Laxmidhan Vincom Pvt. Ltd., Labheshwari Commodeal Pvt. Ltd., Kesarinandan Vyapar Pvt. Ltd., Kailashdham Residency Pvt. Ltd., Funidea Dealcomm Pvt. Ltd., Dhanaasha Commodeal Pvt. Ltd., Arrowline Commodeal Pvt. Ltd., Apnapan Tradecom Pvt. Ltd. and Linkplan Residency Pvt. Ltd. by a sale deed dealt in clause 22 hereto.

22. Sale by Crescent Griha Nirman Private Limited and Current Owners:

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

| SL NO. | Dag | Area | Owners | Particulars of Deed |
|--------|------|----------|---|---|
| 1 | 1061 | 48 satak | 1. Muchmore Vinimay Pvt. Ltd. 2. Jannat Tradecom | A1. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume |

| SL NO. | Dag | Area | Owners | Particulars of Deed |
|--------|------|---------------------------|---|---|
| 2 | 1062 | 9 Satak out of 46 Satak | Pvt. Ltd. 3. Welltime Tie-up Pvt. Ltd. 4. Meantime Developers Pvt. Ltd. | 1523-2016, Pages 311394 to 311432, Being No. 152310262 for the year 2016. |
| 3. | 1065 | 4 Satak out of 7 Satak | 5. Dhanaasha Homes Pvt. Ltd. 6. Labheshwari Residency Pvt. Ltd. | A2. Sale Sector-III Post Office Purbachal Police Station Bidhan Nagar(South) Kolkata- 700009.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310400 to 31438, Being No. 152310253 for the year 2016 |
| 4 | 1067 | 6 Satak | 7. Vishnudham Trade con Pvt. Ltd. 8. Delight Vintrade Pvt. Ltd. | A3. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310439 to 31476, Being No. 152310254 for the year 2016 |
| 5 | 1074 | 5 Satak | 9. Jagvandana Comm odeal Pvt. Ltd. 10. Modakpriya Plazza Pvt. Ltd. | A4. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 311238 to 311276, Being No. 152310255 for the year 2016 |
| 6 | 1078 | 1 Satak out of 29 Satak | 11. Khushboo Tradecon Pvt. Ltd. 12. Kailashdham Dealcom Pvt. Ltd. | A5. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 311277 to 311315, Being No. 152310256 for the year 2016 |
| 7 | 1079 | 33 Satak out of 35 Satak | 13. Moriya Enclave Pvt. Ltd. 14. Funidea Towers Pvt. Ltd. | A6. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 311277 to 311315, Being No. 152310256 for the year 2016 |
| 8 | 1080 | 37 Satak | 15. Safal Tradecom Pvt. Ltd. 16. Panchdhan Vyapaa r Pvt. Ltd. | |
| 9 | 1081 | 5.5 Satak out of 11 Satak | 17. Pranit Vinimay Pvt. Ltd. 18. Karan Vinimay Pvt. Ltd. | |
| 10 | 1082 | 11 Satak out of 14 Satak | 19. Meantime Dealcom Pvt. Ltd. 20. Aspire Dealers | |
| 11 | 1083 | 5 Satak | | |

| SL NO. | Dag | Area | Owners | Particulars of Deed |
|--------|------|----------------------------|---|--|
| 12 | 1084 | 21 Satak | Pvt. Ltd. 21. Maninagar Dealcom Pvt. Ltd. | 1523-2016, Pages 311316 to 311354, Being No. 152310257 for the year 2016. |
| 13 | 1085 | 6.33 Satak out of 19 | 22. Aaren Vinimay Pvt. Ltd. 23. Primary Commodeal Pvt. Ltd. | A7. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume , Pages 311433 to 311471 Being No. 152310259 for the year 2016. |
| 14 | 1086 | 42 Satak out of 58 Satak | 24. Overgrow Plazza Pvt. Ltd. 25. Nirmalkunj Highrise Pvt. Ltd. | A8. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 311199 to 311237, Being No. 152310265 for the year 2016. |
| 15 | 1087 | 18.1 Satak out of 88 Satak | 26. Mangalnayak Homes Pvt. Ltd. 27. Highview Vinimay Pvt. Ltd. | A9. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 311355 to 311393, Being No. 152310264 for the year 2016. |
| 16 | 1088 | 14 Satak out of 28 Satak | 28. Teenlok Nirman Pvt. Ltd. 29. Aanya Commotrade Pvt. Ltd. Note : Each of the aforesaid 29 New Buyers have purchased 1/29 th share in the property mentioned in SI No. 1 to 16. | A10. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 311082 to 311120, Being No. 152310266 for the year 2016. A11. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 311121 to 311159, Being No. 152310267 for the year 2016. A12. Sale Deed dated 28.09.2016 registered with ADSR |

| SL NO. | Dag | Area | Owners | Particulars of Deed |
|--------|-----|------|--------|--|
| | | | | <p>Rajarhat, in Book I, Volume 1523-2016, Pages 311023 to 311061, Being No. 152310269 for the year 2016.</p> <p>A13. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 311160 to 311198, Being No. 152310270 for the year 2016.</p> <p>A14. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310516 to 310554, Being No. 152310244 for the year 2016.</p> <p>A15. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310477 to 310515, Being No. 152310245 for the year 2016.</p> <p>A16. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310555 to 310593, Being No. 152310246 for the year 2016.</p> <p>A17. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310633 to 310671, Being No. 152310249 for the year 2016.</p> |

| SL NO. | Dag | Area | Owners | Particulars of Deed |
|--------|-----|------|--------|---|
| | | | | <p>A18. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310361 to 310399, Being No. 152310250 for the year 2016.</p> <p>A19. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310322 to 310360, Being No. 152310252 for the year 2016.</p> <p>A20. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310594 to 310632, Being No. 152310248 for the year 2016.</p> <p>A21. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310672 to 310710, Being No. 152310241 for the year 2016.</p> <p>A22. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310945 to 310983, Being No. 152310235 for the year 2016.</p> <p>A23. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310984 to 311022, Being No. 152310236 for the year</p> |

| SL NO. | Dag | Area | Owners | Particulars of Deed |
|--------|-----|------|--------|---|
| | | | | <p>2016.</p> <p>A24. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310711 to 310749, Being No. 152310237 for the year 2016.</p> <p>A25. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310789 to 310827, Being No. 152310238 for the year 2016.</p> <p>A26. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310867 to 310905, Being No. 152310240 for the year 2016.</p> <p>A27. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310750 to 310788, Being No. 152310242 for the year 2016.</p> <p>A28. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310828 to 310866, Being No. 152310243 for the year 2016.</p> <p>A29. Sale Deed dated 28.09.2016 registered with ADSR Rajarhat, in Book I, Volume 1523-2016, Pages 310906 to</p> |

| SL NO. | Dag | Area | Owners | Particulars of Deed |
|--------|------|--------------------------|-----------------------------------|---|
| | | | | 310944, Being No. 152310234 for the year 2016. |
| 17 | 1062 | 17 satak out of 46 satak | 1.Makelife Promoters Pvt. Ltd. | <p>B1. Sale deed dated 13.01.2016 at ADSR Rajarhat, in Book No. I, Volume 1523-2016, pages 18460 to 18492, Being No. 152300332 for the year 2016.</p> <p>B2. Sale deed dated 13.01.2016 at ADSR Rajarhat, in Book No. I, Volume 1523-2016, pages 18493 to 18525, Being No. 152300333 for the year 2016.</p> <p>B3. Sale deed dated 13.01.2016 at ADSR Rajarhat, in Book No. I, Volume 1523-2016, pages 18233 to 18265, Being No. 152300326 for the year 2016.</p> <p>B4. Sale deed dated 13.01.2016 at ADSR Rajarhat, in Book No. I, Volume 1523-2016, pages 18167 to 18199, Being No. 152300322 for the year 2016.</p> <p>B5. Sale deed dated 13.01.2016 at ADSR Rajarhat, in Book No. I, Volume 1523-2016, pages 18394 to 18426, Being No. 152300323 for the year 2016.</p> <p>B6. Sale deed dated 13.01.2016 at ADSR Rajarhat, in Book No. I, Volume 1523-2016, pages 18361 to 18393, Being No. 152300330 for the year 2016.</p> <p>B7. Sale deed dated 13.01.2016</p> |
| 18 | 1064 | 7 satak | 2.Murlidhar Dealcom Pvt. Ltd. | |
| 19 | 1065 | 3 satak out of 7 satak | 3.Roselife Plazza Pvt. Ltd. | |
| 20 | 1075 | 19 satak out of 32 satak | 4.Rangarang Dealcom Pvt. Ltd. | |
| 21 | 1076 | 28 satak | 5.Linkstar Appartments Pvt. Ltd. | |
| 22 | 1078 | 24 satak out of 29 satak | 6.Laxmidhan Vincom Pvt. Ltd. | |
| 23 | 1079 | 2 satak out of 35 | 7.Labheshwari Commodeal Pvt. Ltd. | |
| 24 | 1086 | 2 satak out of 58 satak | 8.Kesarinandan Vyapar Pvt. Ltd. | |
| 25 | 1087 | 25 satak out of 88 satak | 9.Kailashdham Residency Pvt. Ltd. | |
| 26 | 1088 | 3 satak out of 28 satak | 10.Funidea Dealcomm Pvt. Ltd. | |
| | | | 11.Dhanaasha Commodeal Pvt. Ltd. | |
| | | | 12.Arrowline Commodeal Pvt. Ltd. | |
| | | | 13.Apnapan Tradecom Pvt. | |

| SL NO. | Dag | Area | Owners | Particulars of Deed |
|--------|-----|------|--|---|
| | | | <p>Ltd.</p> <p>Note : Each of the aforesaid 13 New Buyers have purchased 1/13th share in the property mentioned in Sl No. 17 to 26.</p> | <p>at ADSR Rajarhat, in Book No. I, Volume 1523-2016, pages 18266 to 18298, Being No. 152300328 for the year 2016.</p> <p>B8. Sale deed dated 13.01.2016 at ADSR Rajarhat, in Book No. I, Volume 1523-2016, pages 18328 to 18360, Being No. 152300327 for the year 2016.</p> <p>B9. Sale deed dated 13.01.2016 at ADSR Rajarhat, in Book No. I, Volume 1523-2016, pages 18200 to 18232, Being No. 152300325 for the year 2016.</p> <p>B10. Sale deed dated 13.01.2016 at ADSR Rajarhat, in Book No. I, Volume 1523-2016, pages 18100 to 18133, Being No. 152300321 for the year 2016.</p> <p>B11. Sale deed dated 13.01.2016 at ADSR Rajarhat, in Book No. I, Volume 1523-2016, pages 18134 to 18166, Being No. 152300316 for the year 2016.</p> <p>B12. Sale deed dated 13.01.2016 at ADSR Rajarhat, in Book No. I, Volume 1523-2016, pages 18427 to 18459, Being No. 152300331 for the year 2016.</p> <p>B13. Sale deed dated 13.01.2016 at ADSR Rajarhat, in Book No. I, Volume 1523-2016, pages 18067 to 18099, Being No. 152300317 for</p> |

| SL NO. | Dag | Area | Owners | Particulars of Deed |
|--------|------|-------------------------------|------------------------------------|---|
| | | | | the year 2016. |
| 27 | 1078 | 4 satak out of 28 satak | Linkplan Residency Pvt. Ltd. | C1. Sale deed dated 13.05.2016 at ADSR Rajarhat, in Book No. I, Volume 1523-2016, pages 164792 to 164813, Being No. 152305257 for the year 2016. |
| 28 | 1087 | 4 satak out of 88 satak | | |
| 29 | 1088 | 2 satak out of 28 satak | | |

- 23.** The owners caused their names to be mutated in the LR records under LR Khatian Nos. 3111, 3112, 3113, 3114, 3115, 3116, 3117, 3118, 3119, 3120, 3121, 3122, 3123, 3124, 3125, 3126, 3127, 3129, 3130, 3131, 3132, 3133, 3134, 3135, 3136, 3137, 3138, 3139, 3140, 2991, 2992, 2993, 2994, 2995, 2996, 2997, 2998, 2999, 3000, 3001, 3002, 3003, 2858, 2859, 2860, 2861, 2862, 2863, 2864, 3149 and 3054.
- 24.** By a Deed of Exchange dated 20th August 2018 made between (1) Muchmore Vinimay Private Limited, (2) Jannat Tradecom Private Limited, (3) Welltime Tie-Up Private Limited, (4) Meantime Developers Private Limited, (5) Dhanaasha Homes Private Limited, (6) Labheshwari Residency Private Limited, (7) VishnudhamTradecon Private Limited, (8) Delight Vintrade Private Limited, (9) JagvandanaCommodeal Private Limited, (10) Modakpriya Plaza Private Limited, (11) Khushboo Tradecon Private Limited, (12) KailashdhamDealcom Private Limited, (13) Moriya Enclave Private Limited, (14) Funidea Towers Private Limited, (15) Safal Tradecom Private Limited, (16) PanchdhanVyapaar Private Limited, (17) Pranit Vinimay Private Limited, (18) Karan Vinimay Private Limited, (19) Meantime Dealcom Private Limited, (20) Aspire Dealers Private Limited, (21) ManinagarDealcom Private Limited, (22) Aaren Vinimay Private Limited, (23) Primary Commodeal Private Limited, (24) Overgrow Plaza Private Limited, (25) Nirmalkunj Highrise Private Limited, (26) Mangalnayak Homes Private Limited, (27) Highview Vinimay Private Limited, (28) Teenlok Nirman Private Limited, (29) Aanya Commotrade Private Limited, (30) Makelife Promoters Private Limited, (31) Murlidhar Dealcom Private Limited, (32) Roselife Plaza Private Limited, (33) RangarangDealcom Private Limited, (34) LinkstarAppartments Private Limited, (35) LaxmidhanVincom Private Limited, (36) LabheshwariCommodeal Private Limited, (37) Kesarinandan Vyapar Private Limited, (38) Kailashdham Residency Private Limited, (39) FunideaDealcomm Private Limited, (40) DhanaashaCommodeal Private Limited, (41) ArrowlineCommodeal Private Limited and (42) ApnapanTradecom Private Limited as the First Parties and (1) Abdul Khayer Mondal, (2) Abul

Siddik Mondal, (3) Abul Kalam Mondal, (4) Abu Taher Mondal And (5) Abu Taleb Mondal as the Second Parties and registered with Additional District Sub-Registrar, Rajarhat, New Town, North 24 Parganas in Book I Volume No. 1523-2018 Pages 317778 to 317896 Being No. 152309576 for the year 2018, the said Muchmore Vinimay Private Limited & 41 others conveyed and transferred their divided and demarcated portion measuring 6.74 Sataks more or less out of the 44 Sataks in R.S. and L.R. Dag No. 1086 in favour of the said Abdul Khayer Mondal & 4 others and in exchange the said Abdul Khayer Mondal & 4 others conveyed and transferred their divided and demarcated portion measuring 6.74 Sataks in the said Dag No. 1087 in favour of the said Muchmore Vinimay Private Limited & 41 others, absolutely and forever.

- 25.** By the Development Agreement the Owners, inter alia, did thereby grant to the Promoter the exclusive right to develop the said Land by constructing the Buildings at the Project for mutual benefits and for the consideration and on the terms and conditions therein contained. Under and in terms, of the Development Agreement, it was, inter alia, agreed between the Owners and the Promoter as follows:-
- i. The said Land shall be developed in multiple phases at the discretion of the Promoter
 - ii. The consideration receivable from sale of the Units (including the Designated Apartment) and other transferable areas shall belong to the Owners and the Promoter in the ratio of 5%:95% respectively and the entire Other Charges and Deposits shall exclusively belong to the Promoter;
 - iii. All consideration and Other Charges and Deposits and other amounts shall be payable by the intending buyers to the Promoter, whose acknowledgement and receipt of the same shall bind the Promoter as well as the Owners and the Promoter shall separately pay to the Owners the share of the Owners in the same.
 - iv. The Owners would join in as party to the agreements for sale that may be entered into by the Promoter for sale of any Unit or other saleable area and also upon construction and completion of the Buildings at the Project to complete the sale and transfer of the said share in the land and all and whatever their share, right, title and interest in the such Units including Designated Apartment.
- 26.** The plans for construction of the Buildings at the Project has been sanctioned by the Rajarhat Panchayat Samity vide No. 779/RPSdated 01/10/2021.
- 27.** There is a Title Suit No. 38 of 2018 (Kamal Hossain Molla –v- RishinoxBuildwell LLP) filed before the before the Ld. Civil Judge (Jr. Div.) at Barasat. The proceedings is in respect of portion of RS/LR Dag No. 1087 wherein the said Kamal Hossain Molla has claimed himself to be the owner of 4 decimal. The Promoter has taken the stand in the said Suit that the said 4 decimal does not form part of the Whole Project. No order has been passed till date in the case. In the meantime by an order dated 9thJuly 2020, (after giving due notice in writing to all concerned (including the said Kamal Hossain Molla) and after having fully satisfied about the actual possession and after verifying all the documents of right title and interest) the concerned authorities have since demarcated the portion of the said RS/LR Dag no. 1087 and have since

carved out a “Bata Dag” being no. 1087/1276 which is part of the property on which the Whole Complex is being developed.

That the above mentioned case vide Title Suit No. 38 of 2018 (Kamal Hossain Molla –v- Rishinox Buildwell LLP) in respect of portion of RS/LR Dag No. 1087 which has been filed before the before the Ld. Civil Judge (Jr. Div.) at Barasat. On 14th September, 2022 the Learned 1st Civil Judge (Jr. Div) at Barasat was pleased to pass an Order of “**Dismissed for Default**” against the said Defendant of the respective case i.e. Hence the Order is “***It is transpired from the case record that the plaintiff side did not take any steps since a long time. Accordingly, 14.09.2022 was fixed for show cause by the plaintiff side. But on this date also neither the plaintiff side has taken any steps nor appeared before this Court on repeated calls. It appears from the case record that sufficient opportunities have been given to the plaintiff side for taking proper steps but the plaintiff side has failed to avail such opportunity. From such conduct of the plaintiff side it appears that plaintiff side is no more interested to proceed with the suit. In such circumstances, this Court finds no reason to drag the suit unnecessarily any further***”.

28. By an order dated 17.06.2020 passed by the concerned authority carved out a “Bata Dag” in respect of the portion of the property in RS/LR Dag No 1085 and the said property is now renumbered as Dag No. 1085/1275
29. By an order dated 02.09.2020 passed by the concerned authority carved out a “Bata Dag” in respect of the portion of the property in RS/LR Dag No 1086 and the said property is now renumbered as Dag No. 1086/1277.
30. By an order dated 11.03.2020 passed by the concerned authority carved out a “Bata Dag” in respect of the portion of the property in RS/LR Dag No 1087 and the said property is now renumbered as Dag No. 1082/1274.

PART 11

(COVENANTS CONCERNING MAINTENANCE OF PROJECT, INFRASTRUCTURE AND EQUIPMENT)

The maintenance of the Project and/or the Whole Complex to the extent applicable to the Project shall be subject to the following;

a. Clauses concerning maintenance of project, infrastructure and equipment:

Other Costs and Deposits on the following heads to be payable by the Allottee in addition to the price for the same:-

Additional Costs: The following amounts (“**Additional Costs**”) which are all to be appropriated by the Promoter to its own account absolutely:-

- a. Fees and expenses, if any, payable to the any Authority towards Sale/Transfer Permission fees.
- b. Proportionate share of costs, charges and expenses for procuring electricity connection by way of Transformer, Electric Sub-station, LT Panel, Meter Rooms for the Project to be notified separately by the Promoter upon its procurement.
- c. Proportionate share of costs, charges and expenses in respect of additional fire safety measures if required to be undertaken due to any subsequent legislation / government order or directives or guidelines or if deemed necessary by the Promoter beyond the present provision of providing electric wiring in each apartment and firefighting equipment in the common areas only as prescribed in the existing fire-fighting code/ regulations.

Deposit: The Allottee shall also pay and deposit and keep deposited the amounts on the following heads:-

- a. The Allottee shall pay to the Promoter a nonrefundable sum of Rs. towards provisional Maintenance Corpus/Sinking Fund.
- b. The Allottee shall deposit and/or keep deposited with the Promoter as and by way of advance maintenance deposit, a sum of Rs., equivalent to 12 months' maintenance charges at the rate mentioned herein to remain in deposit with the Promoter. As against the bills for monthly maintenance charges to be raised by the Promoter upon the Allottee in respect of the Designated Apartment for twelve months from the expiry of notice period of the intimation given to the Allottee to take possession, the Promoter shall adjust one-twelfth of such advance maintenance deposit.

In connection with the Additional Costs and Deposit payable by the Allottee as aforesaid, it is agreed by and between the parties hereto as follows:-

- a. The amounts of Additional Costs and Deposit do not include the Goods & Service Tax and any other tax, levy, cess by any name called (including S.T.C., Works Contract Tax, duties, levies and all other tax and imposition levied by the State Government, Central Government or any other authority or body from time to time) that may be applicable and/or imposed in future thereon and such taxes shall be additionally payable at the applicable rates by the Allottee and shall be paid proportionately, if levied as a whole on the Building or the Project and wholly, if levied specifically on the Designated Apartment. The Allottee further agrees that in case of any decrease/reduction in the applicable taxes the Promoter shall not be liable to refund or compensate the same to the Allottee in any manner whatsoever.

- b. Stamp Duty and Registration Charges: The Allottee shall have to mandatorily pay the applicable amount for Stamp Duty and Registration Charges and all other applicable charges in respect of this agreement and any future contracts in pursuance hereof and also the Conveyance Deed to be executed in pursuance hereof.
- c. Miscellaneous Registration Costs: In addition to the above, a fixed miscellaneous charge for each instance of registration of this Agreement, any other contract and Conveyance Deeds amounting to Rs. _____ /-(_____) plus GST as applicable (For ___ BHKOnly) shall be paid to the Promoter by the Allottee.
- d. None of the amounts of Additional Costs and Deposit bear any interest payable to Allottee nor are refundable except in the manner and to the extent applicable on termination of this agreement in terms .hereof.
- e. The Deposit paid to the Promoter shall be held by the Promoter as interest free security deposit and unless any amount out of the same is adjusted due to non payment of the taxes and outgoings payable by the Allottee, the same or the unadjusted portion thereof shall be transferred to the Association by the Promoter.
- f. The payment of Additional Costs and Deposits and all other amounts payable under clause 11.2.3 above shall be made by the Allottee to the Promoter before taking possession of the Designated Apartment and within 30 days of receiving Intimation for possession from the Promoter.If however, the liability in respect of any amount arises after the intimation for possession as aforesaid, then the same shall be paid by the Allottee to the Promoter within 15 (fifteen) days of being demanded by the Promoter from the Allottee.
- g. The refund and/or payment of any amount by the Promoter to the Allottee in terms of this agreement may be made by the Promoter by depositing the amount in the bank account of the Allottee as per the details already provided by the Allottee in the Application for allotment of the Designated Apartment and the same shall be and be deemed to be sufficient discharge of the Promoter in respect of payment of such amount.

Maintenance In-charge:

Association: The Promoter shall enable the formation of Association that may be formed under the West Bengal Apartment Ownership Act, 1972 (“**Association**”) by the allottees of the apartments in the Project and the Allottee hereby agrees to become a member of the Association and to sign, execute and register all documents required for formation of the Association and for its running and administration. The Promoter shall appoint consultants having knowledge in formation of Association and the Allottee agrees to do all acts, deeds and things as may require by such consultant within the stipulated times and to pay the proportionate costs of formation and operationalization of the Association.

There shall be one Association in respect of the Whole Complex. However, the Promoter may, if it so consider proper, enable the formation or and/or merger of the multiple associations in respect of the Project and any other projects in the other phases or any part thereof or a syndicate or organization of all the associations for dealing with the matters of common interest.

Maintenance Agency: The Promoter shall appoint one or more agencies or persons (“**Maintenance Agency**”) to look after the acts relating to the purposes of managing maintaining

up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners and, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common (“**Common Purposes**”) on such terms and conditions as it deems fit and proper. The Maintenance Agency may appoint professional facility management agencies or persons for conducting the day to day affairs as it may deem fit and proper. The fees and costs for such Maintenance Agency shall be proportionately borne and paid by the Allottee.

Maintenance In-charge: Upon formation of the Association and its taking charge of the acts relating to the Common Purposes, the Association and until then the Promoter or any Maintenance Agency looking after the acts relating to the Common Purposes shall be the maintenance in-charge (“**Maintenance In-charge**”).

Common Areas Related:

The Designated Building containing the Unit shall contain certain Common Areas as specified in **SECTION 1** of **PART-7** of the **SCHEDULE A** hereto and which the Allottee shall have the right to use in common with the Owner, the Promoter and other Co-owners of the Designated Building and other persons permitted by the Promoter.

The Project shall also contain certain Common Areas as specified in **SECTION 2** of **PART-7** of the **SCHEDULE A** hereto which the Allottee shall have the right to use in common with the Owner, the Promoter and other Co-owners of the Project and other persons permitted by the Promoter.

The Phase 1 and Phase 2 shall contain certain Common Areas as specified in **SECTION-3** of **PART-7** of **Schedule A** hereinabove written which the Allottee shall have the right to use in common with the Owners, the Promoter and other Co-owners of the Whole Complex including First Phase and Third Phase (if developed by the Promoter), and other persons permitted by the Promoter.

The Whole Complex shall contain certain Common Areas as specified in **SECTION-4** of **PART-7** of **Schedule A** hereinabove written which the Allottee shall have the right to use in common with the Owners, the Promoter and other Co-owners of the Whole Complex including First Phase and Third Phase (if developed by the Promoter), and other persons permitted by the Promoter.

Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas by the Allottee either independently or in common with any other Co-owner.

Upon construction of the Buildings at the Project Land, the Promoter shall finally identify and demarcate portions to comprise in the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for common parking and for any other use and the areas so identified shall form part of the Common Areas.

The Owner/Promoter would convey proportionate undivided indivisible share in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise requires such sale to be carried out in favour of the Association, then such sale shall be carried out in favour of the Association, to which the Allottee hereby agrees. If the formation of the Association does not take place prior to the agreed and/or prescribed date for execution or Conveyance Deed in respect of the Unit in favour of the Allottee, then the transfer of the share in the Common Areas may be completed in favour of the Allottee in trust and for the ultimate ownership of the Association and any related documentation and acts deeds and things shall be done by the Allottee and all stamp duty and other taxes, charges or costs to implement such transactions shall be borne and paid by the Allottee.

Unit Related:

Fittings & Fixtures: Except those provided by the Promoter, all fitouts to be put-up, erected and installed at or inside the Designated Apartment including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fitout works, the Allottee shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire rules and others and with minimum noise and without causing any disturbance or annoyance to the other Co-owners. The Allottee shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fitout works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in anyway damage or destroy the beams and columns on the floor, ceiling and walls of the Designated Apartment. The Allottee shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Allottee while carrying out any fitout or other activity.

Transfers by Allottee: The Allottee may only after a period of 12 months from the date of execution of this agreement and that too upon taking prior written consent of the Promoter and against payment of the sum equivalent to @2% (twopercent) of the Total Price (excluding Other Charges and Taxes) hereunder or at which the Designated Apartment is purchased by the nominee, whichever be higher, in advance to the Promoter, get the name of his nominee substituted in his place and stead in the records of the Promoter as the Buyer of the Designated Apartment subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the risk and costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to @2% (two percent) mentioned in this clause in respect of the Designated Apartment paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its transferee but the Owners or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Owners or the Promoter or to which the Owners or the Promoter are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to the Owners and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee shall not, however, be entitled to assign or transfer this agreement for a period of twelve

months from the date of execution hereof nor to let out, sell, transfer or part with possession of the Designated Apartment at any time until all the amounts, charges, outgoings and dues payable by the Allottee to the Promoter in respect of the Designated Apartment are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoter.

Area Calculations:

- a. **Carpet Area of Unit:** The carpet area for the Designated Apartment or any other Unit shall mean the net usable floor area of such Unit, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Unit.
- b. **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Unit.
- c. **Open Terrace Area:** The net usable area of the exclusive open space attached to the Designated Apartment if granted to the Allottee.
- d. **Built-up Area:** The built-up area for the Designated Apartment or any other Unit shall mean the Carpet Area of such Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony and the area covered by all other external walls of the such Unit/Balcony.
- e. **Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Designated Apartment is undividedSquare feet more or less.
- f. **Unit Area for CAM:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee, the area shall be the sum total of the Built-up Area and Proportionate Common Area which is Square feet more or less.
- g. **It is clarified that** the Proportionate Common Area shall have scope for minor approximation and such area as stipulated by the Promoter shall be final and binding on the parties hereto.

Housing Loan by Allottee : In case the Allottee, with the prior written consent of the Promoter, obtains any housing loan or finance to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of this agreement and the entire obligation or liability in respect of the same shall be that of the Allottee alone. The bank/financial institution providing housing loan or finance to the Allottee shall be required to disburse/pay all amounts due and payable to the Promoter under this Agreement and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ financial institution.

Parking Facility Related:

In addition to those contained in clause I above, it is clarified that the Project could also contain open spaces which are not forming part of the amenities and facilities mentioned in **PART-7 of Schedule A** hereto and which could be used for parking. The Promoter hereby reserves right to allot parking rights in these open parking areas exclusively to the allottees of Units in the Project who need the same and apply for the same within period as may be stipulated by the Promoter

and the Promoter may give preference to those allottees who do not otherwise have parking space in the Project on such terms and conditions as may be so decided by the Promoter.

The Allottee shall not have any Parking Facility until full and final payment of all sums due by the Allottee in terms of this agreement and the Allottee further not being in default in complying his obligations as provided in this agreement.

All unsold or unallotted parking spaces shall be identified/demarcated and retained by the Promoter for disposal of the same at the consideration and in the manner deemed fit and proper by the Promoter.

Any scheme of numbering of parking spaces will be subject to further revision as per the discretion of the Promoter and the revised parking number shall be intimated to the Allottee upon such revision;

The Allottee agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the Open Parking Areas to any other Allottee nor to disturb the use of the allotted parking space by the concerned Allottee.

Pranayam Club Related:

Users: The Allottee shall have the right to use Pranayam Club in common with the Owners, the Promoter and other Co-owners of the Project and the projects developed on Phase 1 and that may be developed in Phase 3 or any part thereof, as the Promoter may in its sole discretion decide from time to time, and other persons permitted by the Promoter. The Allottee hereby unconditionally accepts the same and to the other stipulations, terms and conditions as also contained in clause I above with regard to the Pranayam Club, and shall not, under any circumstances, raise any objection or hindrance to such common use.

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

a. Part of Club Facility in First Phase:

Swimming Pool and Kids Pool with changing room

Faux Green upper podium level with Sitting Area/Adda Zone

Senior citizen's area- on upper podium level

Gym / Cafeteria with first time installation of equipments, airconditioner and piped music system.

Community hall with first time installation of airconditioners and music system

Children Play Area

Chess Court

Cabana

Morning walkers/joggers pathway at 5.5 meter level

b. Part of Club Facility in the Project:

Open Air Amphitheatre

Home Theatre

Community Hall with Faux Green Lawn

Open area meditation zone

Outdoor Gym

Yoga Room

Library

Morning walkers/joggers pathway at 5.5 mtr. level

PranayamClub Costs: The Allottee agrees to pay the fixed costs and charges in respect of the Club Facility as part of Other Charges. On the Club Facility becoming functional, the Allottee shall comply with all rules and regulations as framed by the Maintenance In-charge for proper management and use thereof. In particular and without prejudice to the generality of the foregoing provisions, the Allottee shall also be liable to pay the charges as prescribed by the Promoter or the Maintenance In-charge from time to time for use of the Community Hall for his private functions or ceremonies, if permitted by the Promoter or the Maintenance In-charge. The Club Facility may be used by the Allottee alongwith family members residing at the Designated Apartment in common with other persons who may be permitted by the Maintenance In-charge. In case any visitor or guest of the Allottee desires to avail the such facilities, the Allottee shall obtain a written consent from the Maintenance In-charge who shall be at liberty to refuse the same or to levy such charges and/or conditions in respect of the same as the Maintenance In-charge may deem fit and proper.

Commencement of Operation of the PranayamClub: The Promoter shall endeavor to get the Pranayam Club operational after the entirety of the Project is complete and made ready. The Allottee accepts and confirms that the date of completion of construction of the Unit shall have no connection and correlation with the Pranayam Club becoming operational and that the Allottee shall not raise any claim or objection in this regard.

Administration of the PranayamClub: The Allottee agrees and confirms that the Pranayam Club (at the sole discretion of the Promoter) shall be initially managed and operated by the Promoter either by itself or through its nominee for such period as the Promoter shall think proper. The Promoter herein shall appoint on such terms and conditions as the Promoter may deem fit and proper one or more person or agency (“**Club Manager**”) for the management and administration of the Pranayam Club and rendition of the facilities therein to the users thereof, appointment/engagement of professionals and other persons therefor and setting out the rules and charges of use. The Club Manager may or may not be the Maintenance Agency and the cost of such Club Manager shall be part of the costs and expenses of running, management and administration of the Pranayam Club. The Association and the associations of allottees on other

phases shall jointly be given the responsibilities in respect of the Pranayam Club at such time and on such terms and conditions as the Promoter may deem fit and proper.

Further and Fuller Terms: Only the basic preliminary terms and conditions pertaining to the membership and rules governing the Pranayam Club are recorded in this Agreement. The Allottee understands and accepts that detailed terms and conditions of membership as also the various charges and rules and regulations governing use of the Pranayam Club and its facilities will be formulated by the Promoter in due course and circulated to members before the Pranayam Club is made operational. The Allottee agrees and accepts to abide by the same.

Overall Project Related :

Proper Receipts: All payments shall be made by the Allottee against proper receipts by the Promoter and the Allottee shall not be entitled to claim nor to set up any other evidence regarding the payment.

TDS: The Tax Deductible at Source under the Income Tax Laws shall, if applicable be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law. The Promoter or the Owners shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS.

Authority of Promoter: The Promoter has been empowered and authorized under the Development Agreement to receive all amounts from the Allottee. The Promoter and the Owner shall apportion their respective entitlements in terms of the Development Agreement or as they may mutually agree and the Allottee shall have no concern therewith. Further the Promoter has also been empowered and authorized under the Development Agreement to receive the entire Other Charges and Deposits from the Allottee and the Allottee has satisfied himself about such rights of the Promoter.

Specifications: The Promoter may use alternative similar substitutes in respect of any item of the Specifications mentioned in **PART-9 of SCHEDULE A** hereto.

Non Obstruction in Project: The Allottee shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the Project or any other phases of the Whole Complex or any part thereof by the Promoter due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Designated Apartment and/or the Common Areas).

Commencement of power supply from Generator: The power backup from the Common Generator in the Project shall be commenced only upon 50% percent of the Co-owners (other than the Owners or the Promoter) taking possession of their respective Units in the Project and not before and the Allottee, in case it takes possession of the Designated Apartment before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter shall have the discretion to reduce or waive the said requirement of minimum percentage of occupancy at any time.

Construction Finance: The Promoter has taken construction finance for construction of the Project by mortgaging the said Land and the construction **Provided However That** any such

mortgage if it relates to the Designated Apartment shall be redeemed/discharged by the Promoter by way of repayment of the loan prior to the execution of Deed of Conveyance by the Promoter in favour of the Allottee in terms hereof.

Architect: Unless changed by the Promoter, Messrs. Design Cell of Kolkata shall be the Architect for the Project.

Project Name : The Project shall bear the name “**Rishi Pranaya- Phase II**” or such other name as be decided by the Promoter from time to time. The Tower 1 and 2 shall also bear such name or such other name as be decided by the Promoter from time to time. The name of the Project cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.

Future Expansion Related:

The Allottee accepts, acknowledges and confirms that the Promoter shall have the sole and exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project and/or the Whole Project or any of them Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by Rajarhat Panchayat Samity or any other appropriate authority

The Promoter may make further additions and alterations to the Building Plans without affecting the Unit or reducing the amenities and facilities mentioned in **Part-4 of Schedule A**. The Promoter shall take any further consent, if required, from the Allottee at the appropriate time if and to the extent required under the Act and which such consent shall not be unreasonably withheld.

The Allottee accepts and confirms that in case of integration of any part of any Future Phase Lands, the calculation of proportionate share shall vary but the Total Price or Taxes or Other Costs or Deposits payable by the Allottee hereunder shall not vary thereby.

Modifications: In connection with the further additions and alterations to the sanctioned plans and without affecting the other provisions, terms and conditions hereof, the Promoter shall take consent of the Allottee at the appropriate time if and to the extent required under the Act and which such consent shall not be unreasonably withheld.

HOUSE RULES: The ownership and enjoyment of the Unit, Parking Facility, if any and the Common Areas by the Allottee shall be subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules below (“**House Rules**”) which the Allottee shall be obliged and responsible to comply with strictly:-

to use the Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Unit or any activity which may cause nuisance or annoyance to the Co-owners.

unless the right of parking is expressly granted and mentioned in Part 6 of Schedule A hereinabove written (“**Parking Facility**”), the Allottee shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever.

In case the Allottee has applied for and granted parking space, the facility of such parking shall be subject to the following conditions:-

- a. The Allottee shall pay the Parking Facility Maintenance Charges punctually and without any delay or default;
- b. the Allottee shall not park any motor car, two wheeler or any other vehicle at any other place in the said Project (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever;
- c. the Allottee shall use the Parking Facility, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space and/or two wheeler, as the case may be.
- d. No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
- e. The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
- f. The Allottee shall not grant transfer let out or part with the Parking Facility independent of the Designated Apartment nor vice versa, with the only exception being that the Allottee may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.
- g. This right to use car parking space does not confer any right of ownership of the space on which such parking facility is provided.
- h. In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Parking Facility at the space earmarked for the Allottee is not permissible, then the Allottee shall neither hold the Promoter and/or the Owner liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owner.
- i. The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Parking Facility.
- j. In case the Allottee is provided facility of parking which is inter-dependent with any other parking facility in the whole complex or any part thereof then the allottee shall not disturb/block the ingress and egress of cars of other unit owners from the project, as such all the car park owners shall co-operate among themselves as to the allotted parking areas for smooth ingress and egress of all the cars.

In case the Allottee is granted the exclusive right to use any Open Terrace as a right appurtenant to Designated Apartment, the right of the Allottee to use of such Open Terrace shall be subject to the following conditions:-:

- a. to use the Open Terrace for the purpose for which it has been sanctioned and in a decent and respectable manner and keep the same at all times in a fully repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times.
- b. not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to display any light or signage from the same so as to be visible from outside nor to put any grills or glass or poles or any item going beyond the height of the parapet.
- c. not to allow or permit any leakage or seepage of water from the floor to any other portion of the Buildings at the Project;
- d. not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
- e. not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Open Terrace nor allow the accumulation of water thereat nor store or allow anyone to store any goods articles or things in the said Open Terrace or anywhere at the said Land.
- f. not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Open Terrace and/or the Buildings at the Project and/or the said Land and/or outside walls of the Buildings at the Project save in the manner indicated by the Promoter or the Maintenance In-Charge.
- g. not to transfer or assign or part with their right of use of the Open Terrace or part with the possession of the said Open Terrace, independent of the Designated Apartment and vice versa.
- h. not to sub-divide the Open Terrace in any manner.

The use of the Common Areas including but not limited to the Club Facility shall be done by the Allottee using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas (including the Club Facility) and appoint agencies for maintenance of the same. The Allottee shall not hold the Owners or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any Club Facility by the Allottee or his family members or any other person.

Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.

Not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.

Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Apartment PROVIDED HOWEVER THAT nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Apartment save that the Allottee shall have the right install window/ split air-conditioners at the place/s provided therefor in the Designated Apartment.

To apply for and obtain at his own costs separate assessment and mutation of the Designated Apartment in the records of appropriate authority within 06 (six) months from the date of possession.

Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the Buildings at the Project passing through the Designated Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Buildings at the Project or any part thereof.

not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.

not to install or keep or operate any generator in the Designated Apartment or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the Buildings at the Project or the said Land save the battery operated inverter inside the Designated Apartment.

not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders

not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.

no bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.

to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Apartment at all reasonable times for construction and completion of the Buildings at the Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Designated Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;

to use the Common Areas only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Owners and the Promoter and all other persons entitled thereto.

to install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Designated Apartment free from all hazards relating to fire.

to keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Buildings at the Project and not to do or cause to be done anything in or around the Designated Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Apartment.

not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Buildings at the Project or may cause any increase in the premia payable in respect thereof.

not to commit or permit to be committed any alteration or changes in, or draw from outside the Buildings at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.

to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Premises and other Common Purposes.

keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the said Land.

to maintain at his own costs, the Designated Apartment and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Panchayat Samiti, WBSEDC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.

not to alter the outer elevation or façade or colour scheme of the Buildings at the Project (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Buildings at the Project otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.

Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.

not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.

not to use the Designated Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.

Taxes and Outgoings: The Allottee binds himself and covenants to bear and pay and discharge the following amounts, taxes, expenses and outgoings (“**Taxes and Outgoings**”):-

- a. Property tax and/or Municipal rates and taxes and water tax, (if any,) assessed on or in respect of the Designated Apartment directly to the BLLRO and any other appropriate authority Provided That so long as the Designated Apartment is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.
- b. All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Apartment or the Building or the said Land and whether demanded from or payable by the Allottee or the Maintenance In-charge and the same shall be paid by the Allottee wholly in case the same relates to the Designated Apartment and proportionately in case the same relates to the Building or the said Land or any part thereof.
- c. Electricity charges for electricity consumed in or relating to the Designated Apartment (including any applicable minimum charges and proportionate share of transmission loss).
- d. Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Designated Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
- e. Proportionate share of all Common Expenses (including those mentioned in Part 8 of Schedule A hereunder written) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, maintenance charges calculated @ Rs. 3/- (Rupees Three only) only per Square foot per month of the Unit Area for CAM mentioned in clause 23.6 of Schedule A-2 above. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the

Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.

- f. Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottee.
- g. All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

All payments to be made by the Allottee shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box earmarked for the Designated Apartment Provided That any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof and the Allottee shall bear and pay the same accordingly and without any delay, demur or default.

The maintenance charges does not include any payment or contribution towards the major repair, replacement, reinstatement etc., of the Common Areas and the Allottee shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee.

The liability of the Allottee to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Allottee to take possession.

In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Allottee and his employees customers agents tenants or licensees and/or the Designated Apartment.

The Allottee shall be and remain responsible for and to indemnify the Owners, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Buildings at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and/or the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

Waiver: The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of 5 years from the date of the Completion Certificate.

Common Expenses (“**Common Expenses**”) shall be all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the Buildings (except the Units therein), and the Common Areas, the Shared Facilities and the parking spaces and for all other Common Purposes and include those mentioned in **PART-7** of **SCHEDULE A** hereto.

Acknowledgments, Exceptions and Reservations: The Allottee doth hereby unconditionally and irrevocably agree to the rights, entitlements and authorities of the Promoter under clause I above and under the other provisions of this Agreement fully and in all manner and shall not be entitled to raise any objection, dispute, hindrance or claim on any account whatsoever in respect thereof. Without affecting the generality of the foregoing, the Allottee doth hereby authorize, allow and permit the Promoter to avail and/or exercise all or any of rights and authorities envisaged under clause I above and/or the following rights and authorities at any time and from time to time hereafter:-

- a. The Promoter shall at all times also be entitled to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., (hereinafter referred to “as Project Branding”) and the Allottee or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.
- b. The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the Owners, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services therefrom by the Owners/supplier/service provider) against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such Owners/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.
- c. The allottees of the Commercial Block may, at the discretion of the Promoter, be granted rights to use certain limited Common Areas in common with other allottees of the Complex and certain Common Areas and/or Common Facilities in common with the allottees of the Commercial Block. Furthermore, the Commercial Block may at the discretion of the Promoter have separate entry/exit and/or open and covered adjoining spaces and may be allowed to be exclusively used by the owners and/or occupiers of the Commercial Block and may be segregated with temporary or permanent walls/fencing/doors in such manner as the Promoter may deem fit and proper.
- d. The Promoter shall have exclusive right to put or permit kiosks, signages, promotions, advertisements, festoons, lollipops, vending machines, ATMs, stalls, decorations, eateries, tables/chairs/sofas and any other structure, equipment, installation or gadgets for commercial

gain and/or for promotion at the open or covered passages, common lobbies, staircases, corridors, railings, lifts and other common areas and installations at the commercial block.

SCHEDULE 'B' ABOVE REFERRED TO
PLAN ONE (SITE AND ADJOINING LOCATION) – APPENDIX 1

PLAN TWO (DESIGNATED APARTMENT) – APPENDIX 2

SCHEDULE 'C' ABOVE REFERRED TO:

PART-1

TOTAL PRICE mentioned as per clause no.1.2

PART-2

OTHER AMOUNTS mentioned as per clause no. 11.2

PART-3
PAYMENT PLAN

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

| |
|-------------------------|
| PAYMENT SCHEDULE |
|-------------------------|

| Particulars | Heads | Amount in Rs.P.** | Goods and Service Tax | Total |
|---|------------|----------------------|--------------------------|---------|
| 10% as Booking Amount as earnest money before execution hereof (including part payments | Unit Price | _____/- | _____/- | _____/- |

| | | | | |
|---|----------------|---------|----------------|---------|
| made heretofore) | Deposit Amount | _____/- | Not applicable | _____/- |
| 10% as further earnest money on the Execution of this Agreement | Unit Price | _____/- | _____/- | _____/- |
| | Deposit Amount | _____/- | Not applicable | _____/- |
| 10% as further earnest money within 15 days of completion of Piling of Building | Unit Price | _____/- | _____/- | _____/- |
| | Deposit Amount | _____/- | Not applicable | _____/- |
| 5% as further earnest money within 15 days of completion of Lower Basement Roof casting of Tower - | Unit Price | _____/- | _____/- | _____/- |
| | Deposit Amount | _____/- | Not applicable | _____/- |
| 5% as further earnest money within 15 days of completion of Upper basement roof slab casting of Tower - | Unit Price | _____/- | _____/- | _____/- |
| | Deposit Amount | _____/- | Not applicable | _____/- |
| 5% as further earnest money within 15 days of completion of third floor slab casting of Tower - | Unit Price | _____/- | _____/- | _____/- |
| | Deposit Amount | _____/- | Not applicable | _____/- |
| 5% as further earnest money within 15 days of completion of seventh floor slab casting of Tower - | Unit Price | _____/- | _____/- | _____/- |
| | Deposit Amount | _____/- | Not applicable | _____/- |
| 5% as further earnest money within 15 days of completion of eleventh floor slab casting of Tower - | Unit Price | _____/- | _____/- | _____/- |
| | Deposit Amount | _____/- | Not applicable | _____/- |
| 5% as further earnest money within 15 days of completion of fifteenth floor slab casting of Tower - | Unit Price | _____/- | _____/- | _____/- |
| | Deposit Amount | _____/- | Not applicable | _____/- |
| 5% as further earnest money within 15 days of completion of nineteenth floor slab casting of Tower - | Unit Price | _____/- | _____/- | _____/- |
| | Deposit Amount | _____/- | Not applicable | _____/- |
| 5% as further earnest money within 15 days of completion of twenty-third floor slab casting of Tower - | Unit Price | _____/- | _____/- | _____/- |
| | Deposit Amount | _____/- | Not applicable | _____/- |
| 5% as further earnest money within 15 days of completion of Brickwork of Tower - | Unit Price | _____/- | _____/- | _____/- |
| | Deposit Amount | _____/- | Not applicable | _____/- |

| | | | | |
|---|----------------|---------|----------------|---------|
| 5% as further earnest money within 15 days of completion of External Plaster of Designated Apartment | Unit Price | _____/- | _____/- | _____/- |
| | Deposit Amount | _____/- | Not applicable | _____/- |
| 5% as further earnest money within 15 days of completion of Flooring of Designated Apartment | Unit Price | _____/- | _____/- | _____/- |
| | Deposit Amount | _____/- | Not applicable | _____/- |
| 5% as further earnest money within 15 days of installation of lifts of Respective Tower | Unit Price | _____/- | _____/- | _____/- |
| | Deposit Amount | _____/- | Not applicable | _____/- |
| 10% being the balance consideration within 30 days of receiving intimation from the Promoter to take possession of the Designated Apartment | Unit Price | _____/- | _____/- | _____/- |
| | Deposit Amount | _____/- | Not applicable | _____/- |

**Note :-

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