

**AGREEMENT FOR SALE**

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

**SHR CONSTRUCTION LLP**

*Ashwani Kumar Singh*

**Designated Partner** 13/01/2026

## By and Between

### 1 PROMOTER:

- 1.1 SHR CONSTRUCTION LLP** (having PAN: ADMFS3714Q and LLPIN: AAK-6730) a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 and having its Registered Office at P-829/A, Lake Town, Block – A, Police Station and Post Office Lake Town, Kolkata 700089 and represented by its Authorized Representative namely represented by -----(having Aadhaar No. \_\_\_\_\_, PAN Number \_\_\_\_\_, son of \_\_\_\_\_ of \_\_\_\_\_ 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

### 2 ALLOTTEE

- 2.1** \_\_\_\_\_ (having Aadhaar No. \_\_\_\_\_, PAN Number \_\_\_\_\_) \_\_\_\_\_, by Nationality \_\_\_\_\_, aged about \_\_\_\_\_ years residing at \_\_\_\_\_ (having Aadhaar No., PAN Number \_\_\_\_\_), by Nationality \_\_\_\_\_, aged about \_\_\_\_\_ years residing at \_\_\_\_\_ hereinafter called the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include heirs, executors, administrators, successors-in-interest and permitted assigns).

### AND

### 3 OWNERS:

- 3.1.1 RAMESH VERMA** (having PAN: ABQPV0593A, Aadhaar: 4988 1165 9242), son of Late Babulal Verma, by Faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at Talcher Kothi Lane, Biju Patnaik Square, Madhusudan Nagar, Post Office - Tulsipur, Police Station – Bidanasi, Cuttack Sadar, Cuttack, Tulasipur, Odisha, Pin Code - 753008;
- 3.1.2 (SMT.) DEEPMALA VERMA** (having PAN: ABQPV0596F, Aadhaar: 3563 6618 2468), daughter of Kanhey Lal Soni, by Faith- Hindu, by Occupation- Household, by Nationality- Indian, residing at Talcher Kothi Lane, Biju Patnaik Square, Madhusudan Nagar, Post Office Tulsipur, Police Station – Bidanasi, Cuttack Sadar, Cuttack, Tulasipur, Odisha, Pin Code - 753008;
- 3.1.3 VERMA REAL ESTATE PRIVATE LIMITED**, (having PAN – AAECV0348M and CIN U74999WB2012PTC181465) a Company within the meaning of Companies Act 2013 having its Registered Office at RGM/3/284, Jagardanga, Rajarhat, Gopalpur, North 24 Paraganas, Kolkata – 700 136, West Bengal represented by its Director Ramesh Verma (having PAN ABQPV0593A, Adhaar 4988 1165 9242, DIN - 03180253) son of Late Babulal Verma residing at Talcher Kothi Lane, Biju Patnaik Square, Madhusudan Nagar, Post Office - Tulsipur, Police Station – Bidanasi, Cuttack Sadar, Cuttack, Tulasipur, Odisha, Pin Code – 753008;
- 3.1.4 ANAND VERMA** (having PAN: ADZPV2045C, Aadhaar: 4656 4976 5691), son of Ramesh Verma, by Faith- Hindu, by Occupation- Business, by Nationality- Indian,

residing at Talcher Kothi Lane, Biju Patnaik Square, Madhusudan Nagar, Post Office – Tulsipur, Police Station – Bidanasi, Cuttack Sadar, Tulsipur, Cuttack, Odisha, Pin Code - 753008;

- 3.1.5 SURESH VERMA** (having PAN: ABQPV0594H, Aadhaar: 2974 4782 9934), son of Late Babulal Verma, by Faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at Talcher Kothi Lane, Biju Patnaik Square, Madhusudan Nagar, Post Office - Tulsipur, Police Station – Bidanasi, Cuttack Sadar, Cuttack, Tulasipur, Odisha, Pin Code - 753008;
- 3.1.6 PRATIK VERMA** (having PAN: APRPV9645J, Aadhaar: 6614 8127 2838), son of Suresh Verma, by Faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at Talcher Kothi Lane, Biju Patnaik Square, Madhusudan Nagar, Post Office - Tulsipur, Police Station – Bidanasi, Cuttack Sadar, Cuttack, Tulasipur, Odisha, Pin Code - 753008;
- 3.1.7 (SMT.) SNEHA VERMA** (having PAN: AJGPV1677H, Aadhaar: 6845 4958 1370), wife of Pratik Verma, by Faith- Hindu, by Occupation- Household, by Nationality- Indian, residing at Talcher Kothi Lane, Biju Patnaik Square, Madhusudan Nagar, Post Office – Tulsipur, Police Station - Bidanasi, Cuttack Sadar, Cuttack, Tulsipur, Odisha, Pin Code - 753008;
- 3.1.8 SAKILA BIBI alias SAKHILA MONDAL** (having PAN: AJOPM1896K, Aadhaar: 6461 1917 9175), wife of Mr. Islam Mondal, by Faith- Mohemadan, by Occupation - Housewife, by Nationality- Indian, residing at 211 Road, Gopalpur Jagardanga, Post Office – Gopalpur, Police Station – Narayanpur, District – North 24 Parganas, West Bengal - 700136.
- 3.1.9 ISLAM MONDAL** (having PAN: APOM1166Q, Aadhaar: 3973 4148 4754), son of Mr. Bellal Mondal, by Faith- Mohemadan, by Occupation - Business, by Nationality- Indian, residing at 211 Road, Gopalpur Jagardanga, Post Office – Gopalpur, Police Station – Narayanpur, District – North 24 Parganas, West Bengal - 700136.
- 3.1.10 SUJAN MONDAL** (having PAN: GGBPM1392E, Aadhaar: 2684 6688 1306), son of Mr. Islam Mondal, by Faith- Mohemadan, by Occupation-Business, by Nationality- Indian, residing at 211 Road, Gopalpur Jagardanga, Post Office – Gopalpur, Police Station – Narayanpur, District – North 24 Parganas, West Bengal - 700136.
- 3.1.11 RADHA RANI JENA** (having PAN: ALVPJ9713H, Aadhaar: 3491 5625 8548), daughter of Sudam Chandra Jena, by Faith- Hindu, by Occupation- Household, by Nationality- Indian, residing at Plot – 5F/682, Sector – 9, CDA, Near Ganesh Palace, Post Office – Abhinab Bidanasi, Police Station – Market Nagar, Cuttack, Odisha, Pin Code – 753014,
- 3.1.12 RAUNAK PROPERTIES PRIVATE LIMITED (PAN: AABCR8161K and CIN U70200WB1999PTC089838)**, a Company duly registered and incorporated under the provisions of the Companies Act, 1956 and having its registered office at P-829/A, Lake Town, Block –A, P.O. Lake Town, P.S. Lake Town, District North 24 Parganas, Kolkata - 700089

all represented by ----- (having Aadhaar No. \_\_\_\_\_, PAN Number \_\_\_\_\_, son of \_\_\_\_\_ of \_\_\_\_\_ being the authorized representative of the Constituted Attorney of the Owners namely **SHR CONSTRUCTION LLP** appointed by Development Agreement-cum-Power of Attorney

dated \_\_\_\_\_ and registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2025, Pages from 679525 to 679659 Being No.190416117 for the year 2025 all collectively hereinafter referred to as "the **Owners**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include insofar as individuals amongst them are concerned their respective heirs executors administrators legal representatives and/or assigns and insofar as the entities amongst them are concerned their respective successors or successors-in-office and/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 "Party".

**WHEREAS:**

- A. The Owners alongwith one Manisha Verma are the full and absolute owners of, amongst other properties, **All That** piece and parcel of land containing an area of 3.2240 acre or 322.40 Sataks more or less situate lying at and comprising of entire (i) L.R. Dag No. 4317 (measuring 8 satak) , (ii) L.R. Dag No. 4318 (measuring 10 satak), (iii) L.R. Dag No. 4319 (measuring 51 satak) and (iv) L.R. Dag No. 4332 (measuring 116 satak) and divided and demarcated portions of (i) L.R. Dag No. 3459 (measuring 5.68 satak out of 42 satak), (ii) L.R. Dag No.4320 (measuring 13.22 satak out of 24 satak), (iii) L.R. Dag No.4322 (measuring 22.54 satak out of 41 satak), (iv) L.R. Dag No.4325 (measuring 3 satak out of 26 satak), (v) L.R. Dag No.4326 (measuring 3 satak out of 26 satak), (vi) L.R. Dag No. 4327(measuring 3.08 satak out of 29 satak), (vii) L.R. Dag No. 4328 (measuring 4 satak out of 26 satak), (viii) L.R. Dag No. 4331 (measuring 8 satak out of 18 satak), (ix) L.R. Dag No. 4334(measuring 19 satak out of 58 satak), (x) L.R. Dag No. 4314 (measuring 10.135 satak out of 19 satak) and (xi) L.R. Dag No. 4316 (measuring 45.75 satak out of 61 satak) all in Mouza Gopalpur, J.L. No. 2 and being Holding No. AS/526/05/04, Street/Lane : Gopalpur under Bidhannagar Municipal Corporation under Police Station Narayanpur (formerly Airport and theretofore Rajarhat) in the District of North 24 Parganas (hereinafter referred to as "the **Larger Property** "). The particulars of the documents whereby the Owners and the said Manisha Verma became the owners of the Larger Property and other facts of devolution of title in respect of the Larger Property is mentioned in **Part-VII** of **Schedule A** hereto. The share of the Owners and the said Manisha Verma in the Larger Property is mentioned in the Part-II of the First Schedule of the Development Agreement (as defined below).
- A1. The Promoter is the developer appointed by the Owners and the said Manisha Verma in respect of development of the Larger Property under Development Agreement dated 08.11.2025 particulars whereof is mentioned in **Part-VII** of the **Schedule A ("Development Agreement")**. Several powers and authorities were also provided to the Promoter under the same Development Agreement.
- A2. Out of the Larger Property, a demarcated portion containing an area of 2.6538 acre or 265.38 Sataks more or less is morefully described in **PART-I** of **Schedule A** and hereinafter referred to as "the **Project Land**".
- B. The Project Land is earmarked for the purpose of building a residential project comprising, for the time being, of buildings having, inter alia, three Towers namely Tower Nos. 1, 2 and 3 out of which Tower No. 1 is currently sanctioned to have a

Basement, Ground plus 18 upper floors and Tower Nos. 2 and 3 are currently sanctioned to have a Ground plus 18 upper floors all containing primarily residential units from 1<sup>st</sup> floor level (hereinafter referred to as "the **Buildings**"). All the Buildings are interconnected at the podium level. The plans for construction of the Buildings have been sanctioned by the Bidhannagar Municipal Corporation vide Building Permit No. SWS-OBPAS/2109/2025/0297 dated 30-04-2025) (hereinafter referred to as "the **sanctioned building plans**" which expression shall include all sanctions, vertical/horizontal extensions, modifications, integrations, revalidations and revisions made thereto). The Project Land with the Buildings to be constructed thereon is hereinafter referred to as "the **Project**". The overall Project shall be known as '**BHAWANI PRARISSO (PHASE 1)**' with each of Towers have been named separately as "Tower-1", "Tower-2", and "Tower-3" and also shown in the sanctioned building plans as such.

- 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 Owners regarding the Project Land on which Project is to be constructed have been completed by them and of the Developer has been completed by the Developer in terms of the Development Agreement.
- D. The intimation for the commencement of construction of works relating to the Project has been submitted by the Promoter with the Bidhannagar Municipal Corporation.
- E. The Promoter has obtained the said sanctioned plans and finalized the specifications for construction and obtained other necessary approvals, if any, for the Project. The Promoter has, under the said Development Agreement, exclusive rights to sell or otherwise Transfer the entire Units and other transferable spaces and rights in the Project and to receive the price and other amounts in respect thereof. Out of the total amounts payable by the Transferees, the amount receivable by the Owners towards consideration for sale of proportionate share in land are to be paid to them in terms of the Development Agreement. The Promoter agrees and undertakes that except as contained in clause I and elsewhere in this agreement, it shall not make any changes to the layout plans, insofar as the same relates to the Building containing the Unit being the subject matter hereof, except in strict compliance with section 14 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**Act**") and/or other laws as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata on \_\_\_\_\_ under registration no. WBRERA/P/NOR/\_\_\_\_\_/\_\_\_\_\_.
- G. The Allottee applied for an apartment in the Project vide application No. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted in the Tower-\_\_\_\_\_ (\_\_\_\_\_) (hereinafter referred to as "the **Designated Tower**") one apartment being Unit No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, on a portion on the \_\_\_\_\_ floor thereof (hereinafter referred to as "the **Unit**") along with Parking Space No. \_\_\_\_\_ having area of \_\_\_\_\_ square feet for \_\_\_\_\_ motor car /two wheeler to be used by the Allottee as permissible under the applicable laws (hereinafter referred to as "**Parking Space**"), Together With pro rata share in the common areas as mentioned in **PART-IV** of **SCHEDULE A** hereto and any other areas defined under clause (n) of Section 2 of the Act and to the extent applicable in the Project (hereinafter referred to as "**Common Areas**"). (The Unit, the Parking Space, if any and the pro rata share of the Common Areas are hereinafter collectively referred to as the "**Designated Apartment**" and the Unit and the Parking Space are more particularly described in

**PART-II** and **PART-III** respectively of **SCHEDULE A** hereto and the floor plan of the Unit is annexed hereto and marked as **Schedule B**).

- 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 made/details provided by the Promoter to the Allottee:
  - a. In addition to the Project Land, the Promoter intends to acquire the right of development of further lands. Such added areas (hereinafter referred to as "**future phase lands**") may be developed as the further future phases of a complex of which the Project shall be the first phase. The Promoter shall, from time to time, be entitled to utilize any additional FAR or constructed area as may be sanctionable in respect of the Project Land in future phase lands and shall also be entitled to utilize any additional FAR or constructed areas as may be sanctionable in respect of the future phase land in the Project Land. Such utilization insofar as within the Project Land is concerned may be by construction of additional floors or storeys on the buildings or any towers thereof at the Project Land at any time before or after completion of construction of the buildings at the Project Land and such right is being hereby excluded and reserved unto the Promoter. The Allottee accepts any consequential variation in the shares in land and Common Areas attributable to the Unit and agrees not to claim any amount or reduction of Price on account thereof. The Allottee has been made aware to his acceptance about the possibility of the Promoter developing one or more building complex in in future phases on future phase lands ("**Future Phase**") and sharing of certain common areas, installations, amenities and facilities by the allottees/unit holders of the Project in common with unit holders of any Future Phase/s; the access to any Future Phase/s from the entry/exit gate opening and passages/driveway of the Project. Furthermore, in case due to any changes in law or building rules or otherwise upon calculation, any additional FAR (Floor Area Ratio) area or constructible area in respect of the Project Land is or can be utilized, the Promoter shall be entitled thereto exclusively and the Promoter may utilize the same by constructing upon the Project and/or any Future Phase and/or parts in each. The Allottee agrees and hereby provides informed consent to the aforesaid terms and conditions. However the Promoter shall not thereby reduce the constructed area at the Project nor the Common Areas meant therefor.
  - b. The Project and any other Future Phase (if any) or any part thereof, as the Promoter may from time to time decide, shall be connected by certain electrical, telecom, data, digital, water, drainage and sewerage lines and junctions which may be common between the Project and Future Phase (if any) or any of them as decided by the Promoter. Any Future Phase lands shall be registered separate projects under such law.
  - c. There may be separate associations formed for the Project and/or Future Phase and there may be Federation of such associations for matters relating to common interest.
  - d. 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 in respect of the Project and any future phase.

- e. For a regulated and disciplined use of the parking spaces, the Promoter has reserved the right to allot Parking Space to the interested allottees applying for the same in an organized manner whereby each applicant allottee shall be allotted, Parking Space of the type applied by him in an identified dependent or independent space against parking Space maintenance charges payable by such person.
- f. The Promoter may at its sole discretion allot the parking space, if allotted to the Allottee, at any place in the Project and/or any other Future Phase/s or any part thereof, as the Promoter may from time to time decide. The Promoter may also at its sole discretion allot any parking space to any allottee/co-owner of the Future Phase/s at any place in the Project and the Allottee either independently or through the Association/Maintenance In-charge or any person claiming under them shall not object and/or obstruct the Promoter or the concerned allottee/co-owner in any manner whatsoever in using such parking space.
- g. In this agreement, words importing masculine gender shall according to the context mean and construe any other gender and vice versa and words importing singular number shall according to the context mean and construe the plural number and vice versa.
- h. The other disclosures, details and additional terms are mentioned at several places in the Agreement including but not limited to clause 11 and its sub-clauses hereto and in the Schedules hereto and are agreed between the Parties hereto.
- i. The Allottee accepts and acknowledges all the disclosures, details and additional terms mentioned above and at other places in the Agreement and in Schedules hereto and connected thereto and agrees not to raise any objection or dispute with regard thereto. The Allottee accepts that none of the disclosures, details or terms affect the execution of the Project which is a building complex with its own Common Areas 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 Act 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 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 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:**

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

**1.2** The price (excluding Goods & Service Tax) for the Designated Apartment based on the carpet area of the Unit is Rs. /- ( ) hereinafter referred to as "the **Unit Price**". In addition thereto the Allottee has agreed to pay the Other Costs and Deposits and the Taxes (which all along-with the Unit Price all hereinafter collectively referred to as "**Total Price**"). The break-up and description of the Total Price is as follows:

Sl. No.	Tower No. _____ (_____)	Rate of Apartment per square feet (to be derived from amounts as per carpet area).
	Unit No. _____ Type _____ Floor _____	Rs. /-
	Exclusive balcony or verandah	Included in Total Price above
	Exclusive Open Terrace	Not Applicable
	Parking -1(_____)	No Costs Charged/ Not Applicable
	Parking – 2	No Costs Charged/Not Applicable
a)	Total of Unit Price (in rupees) without Taxes	Rs. /-
b)	Other Costs	
	b1) Extras (as per clause 11.3.1 without Taxes)	Rs. _____/-

	b2) Other Extras	(As per clause 11.3.2)
c)	Deposits (as per clause 11.2)	Rs. _____/-
d)	Taxes (The Goods and Service Tax and any other applicable tax on the Total Price shall be payable by the Allottee as per prevalent rates currently being 5% on Unit Price and 18% on Extras)	Rs. _____/- on Unit Price; Rs. _____/- on Extras as per clause 11.3.1 (i) to (vii)
e)	Total of Unit Price and Other Costs and Deposits as mentioned in Sl. Nos. a, b1 and c but not including the amounts under Sl. No. b2 and Sl. No. d above	Rs. _____/-
f)	Total Price as per Sl. No. e and Taxes as per Sl. No. d.	Rs. _____/-

*Explanation:*

- (i) The Total Price above includes the Booking Amount paid by the Allottee to the Promoter in respect of the Designated Apartment and the Promoter shall receive such Total Price and shall be entitled to utilize the same in terms of the Development Agreement.
- (ii) The 'Taxes' component of the Total Price includes taxes payable by the Allottee (comprising of both tax paid as well as payable by the Promoter by way of Value Added Tax, Service Tax, CGST, SGST, Cess or any other similar tax which may be levied in connection with the construction of the Project by the Promoter) up to the date of handing over of possession of the Unit to the Allottee or the date of execution of the Sale Deed in favour of the Allottee, whichever is earlier.

Provided that in case there is any change or 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 or modification.

- (iii) The Promoter shall periodically intimate to the Allottee the amount payable as stated in (i) above and the Allottee shall make payment of such amount within 30 days of the said 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 the dates from which such taxes have been imposed upon the Allottee or have come into effect.
- (iv) The Total Price of the Designated Apartment includes the pro rata share in the Common Areas.

- (v) The Total Price does not include those Other Costs whose figures have not been finalized yet including those mentioned in Clause 11.3.2 hereto and the same together with Taxes thereon shall be additionally payable by the Allottee. Although forming a component of the expression 'Total Price', the Other Costs are additional costs agreed to be paid by the Allottee and the Deposits are transferable to the Maintenance In-charge to the credit of the Allottee after adjustment of dues as stated in clause 11.2.1 hereto.
- (vi) The super built-up area of the Apartment, nomenclature of parking space as garage, the area and value of the garage, if any, mentioned in the e-assessment slip issued by the online process in the official website of the Government of West Bengal, Directorate of Registration and Stamp Revenue are all only to enable the online generation of the e-assessment slip and the Allottee shall not be entitled to claim any such detail or rely upon the same in any manner either adverse to the Promoter or otherwise.

**1.3** The Total Price is escalation-free, save and except those increases which the Allottee hereby agrees to pay or which are due to an increase on account of development charges payable to the competent authority and/or any new Taxes or other increase in charges which may be levied or imposed by the competent authority/ies from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for an increase in the development charges, and/or other taxes, costs and charges imposed by the competent authorities, the Promoter shall enclose the relevant notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee and such increase/imposition shall be applicable as per the laws imposing the same.

**1.4** The Allottee(s) shall make the payments as per the plan set out in **PART-II of Schedule C** (hereinafter referred to as the "**Payment Plan**").

**1.5** The Promoter may allow, in its sole discretion, a rebate for the early payments of installments made by the Allottee by discounting such early payments at such rate as be mutually agreed between the parties in respect of the respective installments have been preponed. The provision, if any agreed to for allowing rebate and the rate of such rebate shall not be subject to any revision/withdrawal once granted by the Promoter to the Allottee.

**1.6** Except as disclosed to the Allottee in this Agreement (including in clause I recited above), it is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans and specifications and the nature of fixtures, fittings and amenities described herein whereby the Unit may be affected without the prior consent in writing 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 the Allottee may require or make such minor changes or alterations in accordance with the provisions of the Act.

**1.7** The Promoter shall confirm the final carpet area that has been allotted to the Allottee after construction of the Designated Tower is complete and completion certificate has been 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 may be recalculated if the carpet area mentioned herein varies as per 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.

**1.8** Subject to Clause 9.3 and subject to their being no delay or default in payments and compliances by the Allottee hereunder, the Promoter agrees to and acknowledges that the right of the Allottee to the Designated Apartment shall be in the following manner:

- (i) The Allottee shall have exclusive ownership of the Unit.
- (ii) The Allottee shall also have undivided proportionate share in the Project Land and the other Common Areas as a member of the Association. Since the share interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with the Promoter, the Owners, the other co-owners, occupants, maintenance staff etc. without causing them any inconvenience or hindrance 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 or facilitate through the Allottees to convey title in the Common Areas to the Association of allottees as provided under the Act wholly or proportionately from time to time.
- (iii) The computation of the price of the Designated Apartment includes recovery of the price of the appertaining land, the construction of not only the Designated Apartment but also proportionately the Common Areas, the internal development charges as per agreed specifications, the external development charges as per agreed specifications, the costs of providing electric wiring, fire detection and firefighting equipment in the Common Areas (if applicable) and includes the cost for providing initial infrastructure necessary for the facilities, amenities and specifications in the Project.

**1.9** It is made clear by the Promoter and the Allottee agrees that the Unit along with Parking Space, 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 Project Land and is not a part of any other project or zone except certain common areas that may be shared between the Project Land and with any Future Phase/s and save as above, shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities as mentioned in **PART-IV** of **SCHEDULE A** hereto shall be available only for the use and enjoyment of the allottees of the Project and if any use is granted to any allottees of the Future Phase/s, then with those allottees too.

**1.10** It is understood by the Allottee that all areas and facilities falling outside the Project shall not form a part of the declaration to be filed with the Competent Authority under the West Bengal Apartment Ownership Act, 1972.

- 1.11** The Promoter agrees to pay all outgoings which it has collected from the Allottee before transferring the physical possession of the Unit and the Parking Space, if any, to the Allottee for the payment of such outgoings (including land revenue, municipal or other local taxes, charges for water or electricity, maintenance charges) and shall also refund the mortgage loan (to be processed by any financial institutions/banks/NBFC for approval and to be taken by the Promoter) and interest on mortgages or other encumbrances and any other liabilities if 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 and interest as may be taken by the Promoter thereon before transferring the Unit and the Parking Space, if any, to the Allottee, the Promoter agrees to be liable, even after the transfer of the Unit and the Parking Space, 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.
- 1.12** The Allottee has paid a sum of Rs. \_\_\_\_\_/- (\_\_\_\_\_) as booking amount plus further earnest money and/or in part payment towards the total price of the Designated Apartment until the time of Agreement, the receipt of which the Promoter hereby acknowledges. The Allottee hereby agrees to pay the remaining price of the Designated Apartment as detailed 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 the payment of any amount payable by him, he shall be liable to pay interest at the rate specified in the Rules.

## **2 MODE OF PAYMENT:**

- 2.1** Subject to the terms of the Agreement and the Promoter abiding by any relevant applicable construction milestones (except in cases of rebate in installments as per clause 1.5), the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable)] in favour of \_\_\_\_\_ payable at \_\_\_\_\_. In case any payment is made by the Allottee to the Promoter through RTGS/NEFT or any other online mode, the Allottee shall forthwith intimate to the Promoter in writing about the payment so made with proof of such payment. 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.
- 2.2** All payments shall be made by the Allottee against proper receipts by the Promoter and the Allottee shall not be entitled to claim or to set up any other evidence regarding the payment.
- 2.3** The Tax Deductible at Source ("TDS") under the Income Tax Laws shall, if applicable, be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law. The Promoter or the Owners shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS.

- 2.4** The Promoter has been empowered and authorized under its Development Agreement with the Owners to receive all amounts from the Allottee. The Promoter and the Owners shall apportion their respective entitlements in accordance with the terms of the Development Agreement or as they may mutually agree and the Allottee shall have no concern therewith and shall not be liable therefor. Further, the Promoter has also been empowered and authorized under the Development Agreement to receive the entire Other Costs and Deposits from the Allottee and the Allottee has satisfied himself about such rights of the Promoter.

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

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

- 3.2** The Promoter and/or the Owners accepts no responsibility in regard to clause 3.1 above. The Allottee shall keep the Promoter and the Owners 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 and/or the Owners 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 Space, 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 OF ESSENCE:**

Time is of essence to 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 to the association of the allottees after receiving the completion 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 **Part-II of Schedule C ("Payment Plan")**.

## **6 CONSTRUCTION OF THE PROJECT / DESIGNATED APARTMENT:**

The Allottee has seen the specifications of the Unit and accepted the sanctioned plans, payment plan, unit plans [annexed along with this Agreement] which has been or is based out of the plans approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said sanctioned 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 shall also strictly abide by the bye-laws and provisions prescribed by the applicable Building Rules and shall not have an option to make any variation/alteration/modification in such plans other than those as elsewhere 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:**

### **7.1 Schedule for possession of the 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 on \_\_\_\_\_ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or other exigency affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the 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 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, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and/or the Owners and that the Promoter and the Owners shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession** - The Promoter, upon obtaining the 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 Apartment 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 the possession to the Allottee in writing within \_\_\_days of receiving the occupancy certificate\* of the Project.

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

Upon receiving a written intimation from the Promoter as per clause 7.2 ("Notice of Possession"), the Allottee shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and as the circumstances may require, and the Promoter shall give possession of the Unit to the allottee. In case the Allottee fails to take possession within 15 days of Notice of Possession, such Allottee shall continue to be liable to pay maintenance charges as applicable.

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

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

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment or a minimum 10% of the Total Price. The balance amount of money (other than Taxes paid by the allottee to the Promoter shall be returned by the Promoter to the allottee within 45 days of such cancellation.

**7.6 Compensation** – The Owner shall compensate the Allottee in case of any loss caused to him due to previously known defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

7.6.1 Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment (with the Owners refunding their part as per the terms Development Agreement), 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 and/or the Owners shall, in accordance with the terms and conditions of the Development Agreement, 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 .

## **8 REPRESENTATIONS AND WARRANTIES MADE BY THE PROMOTER:**

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

(i) That the Owners have clear, absolute and marketable title with respect to the Project Land and that the Promoter has the requisite rights to carry out

development upon the Project Land and that the Owners have absolute, actual, physical and legal possession of the Project Land with the Promoter having license to carry out the Project thereon;

- (ii) That the Promoter has lawful rights and requisite approvals from the competent authorities to carry out the development of the Project;
- (iii) That there are no encumbrances upon the Designated Apartment and appertaining share in Project Land or in the Project except that the Promoter is in the process of applying for a facility for sanction from any financial institutions/Banks/NBFC for providing loan to the Promoter for construction of the Project (hereinafter referred to as the "**Financial Arrangement**" which expression shall include any addition variation or modification of the loan so sanctioned and/or paid to the Promoter by the said Bank/Company or any other bank or financial institution) by mortgaging the Project Land and the constructions thereat;
- (iv) That there are no litigations pending before any Court of law with respect to the Project Land, the Project or the Designated Apartment;
- (v) That 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 the due process of law. Further, the Owners and/or Promoter have been and shall, at all times, be in compliance with all applicable laws in relation to the Project, the Project Land, the Designated Tower, the Designated Apartment and the Common Areas;
- (vi) That the Promoter has the right to enter into this Agreement and has not performed 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 or the Promoter have not entered into any agreement for sale (which is subsisting at present) and/or development agreement (save and except the Development Agreement and earlier Development Agreements as stated in clause 14 of PART-VII hereto) and/or any other agreement/arrangement with any person or party with respect to the Project Land including the Project and the Designated Apartment which can, in any manner, affect the rights of the Allottee under this Agreement;
- (viii) That the Owners and the Promoter both confirm that they are not restricted in any manner whatsoever from selling the Unit to the Allottee in the manner contemplated under this Agreement;
- (ix) That at the time of execution of the Sale Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit and the Parking Space, if any, to the Allottee and of the Common Areas to the Association of allottees;
- (x) That the Project Land is not the subject matter of any Hindu Undivided Family (HUF) and that no part thereof is owned by any minor and that no minor has any right, title and claim over the Project Land;

- (xi) That 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 all other outgoings whatsoever payable with respect to the said Project to the competent authorities till the issuance of the Completion Certificate.
- (xii) That no notice from the Government or any other local body or authority or any 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.

## **9 EVENTS CONSTITUTING A 'DEFAULT' AND CONSEQUENCES THEREOF:**

**9.1** Subject to the *Force Majeure* clause, the Promoter shall be considered to be under Default in the following events:

- (i) Where the 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, the expression 'ready to move in possession' means that the Unit is in a habitable condition and is complete in all respects as per the specifications prescribed herein And Completion certificate issued in this respect shall be conclusive proof of the same;
- (ii) Where the Promoter's business as a developer is discontinued on account of suspension or revocation of its registration under the provisions of the Act or under the rules or regulations made thereunder.

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

- (i) Stop making further payments linked to the construction milestones to the 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 after that will 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;
- (ii) Terminate 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 Designated Apartment along with interest at the rate specified in the Rules within 45 (forty-five) days of receiving the notice for termination(with the Owners refunding their part in the same).

Provided that where the 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 of possession of the Designated Apartment.

**9.3** The Allottee shall be considered to be under Default on the occurrence of the following events:

- (i) In case the Allottee fails to make payment for two consecutive demands for same or multiple instalment made by the Promoter as per the Payment Plan annexed hereto despite having been issued notice in that regard. In such a scenario, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate specified in the Act and rules framed in accordance therewith from the date on which the amount falls due or 15% per annum if not so specified in the Act or held inapplicable.
- (ii) In case the Allottee fails to register the Sale Deed or comply with any other condition mentioned in this Agreement despite having received a 30 (thirty) days prior notice in writing from the Promoter in respect thereof, or in case any Default under the condition listed above in clause (i) continues for a period beyond two consecutive months after receiving 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 or 10% of the Total Price, whichever be higher, and the interest liabilities; with an option to pay the same directly to the bank account of the Allottee provided at the time of application form and this Agreement shall thereupon stand terminated from the date of its cancellation.

**9.4** Such refund to the Allottee by the Promoter shall be made within 45 days of such cancellation or out of the amounts received by the Promoter against the sale of the Designated Apartment to any other interested person. Notwithstanding any provisions to the contrary, 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 respect of cancellation and otherwise in this regard.

**9.5** 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 for claiming damages for any default committed by the other Party.

## **10 CONVEYANCE OF THE DESIGNATED APARTMENT:**

**10.1** The Owners and the Promoter, on receipt of the entire amount of the Total Price and other charges in respect of the Designated Apartment under the Agreement from the Allottee, shall execute a Sale Deed to convey the title of the Unit together with the Parking Space, if any, and the Owners shall join in the Deed to concur confirm and assure such sale and convey the proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the completion certificate and the full payment by the Allottee as aforesaid.

**10.2** However, in case the Allottee fails to deposit the stamp duty and/or registration charges or all other incidental and legal expenses etc. demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the Sale Deed in his/her favour till full and final settlement of all dues and till payment of stamp duty and registration charges is made by the Allottee to the Promoter and on such default, the Allottee shall also be deemed to be under Default under Clause 7.3

and Clause 9.3 hereto. 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 authorities.

## **11 MAINTENANCE OF THE SAID BUILDINGS / DESIGNATED APARTMENT / PROJECT:**

**11.1** The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association of allottees or any other Maintenance In-charge as per the House Rules. The cost of such maintenance other than the Deposit under clause 11.2.2 hereto shall be payable by the Allottee separately in addition to the Total Price of the Designated Apartment.

**11.2 Deposits:** The Allottee shall also pay and deposit and keep deposited the amounts on the following heads ("**Deposits**"):

<b>SI NO.</b>	<b>CATEGORIES</b>	<b>Amount</b>
<b>11.2.1</b>	Interest Non refundable free Sinking Fund	
<b>11.2.2</b>	Interest free advance maintenance deposit	

**11.2.1** 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 outgoing payable by the Allottee, the same or the unadjusted portion thereof shall be transferred to the Maintenance In-charge by the Promoter.

**11.2.2** The payment of all Deposits shall be made by the Allottee to the Promoter within **15 (fifteen)** days from the date of receiving the intimation from the Promoter to take possession of the said Unit in terms of Clause 7.2 hereto.

**11.3 Other Costs:** As part of the Total Price but in addition to the Unit Price, Taxes and Deposits, the Allottee shall also pay to the Promoter the following amounts ("**Other Costs**"):

### **11.3.1 Extras:**

<b>SI NO.</b>	<b>CATEGORIES</b>	<b>DESCRIPTION</b>	<b>Amount</b>
(i)	CLUB CHARGES	Allottee's share of costs, charges, expenses for the Activity Centre/Club Facilities	<b>Rs._____</b>
(ii)	GENERATOR CHARGES	Costs, charges, expenses for common generator and its accessories and providing for supply of power of about __KVA for 2Bhk, __KVA for 3Bhk and __KVA for 4Bhk	

		therefrom to the Unit during WBSEDCL power failure being a lumpsum of Rs._____/-. If any additional KVA is required by the Allottee and the Promoter agrees to provide the same, the Allottee shall be liable to pay additional charges for the same.	
(iii)	TRANSFORMER CHARGES	Allottee's share of the costs charges and expenses for procuring electricity connection by way of Transformer, Electric Sub-station for the Project being a lump sum of	Rs._____
(iv)	ELECTRICAL METER CHARGES	Allottee's cost for electric meter@Rs.5,000 per Unit	
(v)	ASSOCIATION FORMATION CHARGES	@Rs.10,000/- per Unit	Rs.
(vi)	LEGAL : Drafting of Agreement For Sale	Documentation charges 50% of which shall be paid simultaneously with the execution hereof and the balance 50% within <b>15 (fifteen)</b> days from the date of receiving the intimation from the Promoter to take possession of the said Unit in terms of Clause 7.2 hereto.	Rs.
(vii)	LEGAL : Drafting of Deed Of Conveyance		

### 11.3.2 Other Extras:

- (i) Goods and Service Tax and any other tax, levy, cess by any name called (including 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 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 Designated Tower or the Project and wholly, if levied specifically on the Designated Apartment (including those that may be applied with retrospective effect and/or those for which any recovery proceedings are initiated in consequence thereof). 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.
- (ii) Fees and expenses, if any, payable to any authority towards Sale or Transfer Permission fees.

- (iii) 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/directives/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 firefighting code/ regulations.
- (iv) Security Deposit and other expenses as may be required by the WBSEDCL or any other electricity provider for individual meter in respect of the Designated Apartment directly with the WBSEDCL or such other provider and proportionate share of the Security Deposit in respect of the common meter/s in respect of the Common Areas. In case the WBSEDCL fails and/or delay in providing individual/common electricity meter to the allottees of the Apartments of the said Project and/or provide HT Connection to the said Project, in that event the Promoter/Maintenance Agency may temporarily provide electricity to Allottees from the existing power connection obtained by the Promoter for construction. The Allottee shall be liable to make payment of Electricity Consumption charges as per the bills to be raised by the Promoter or the Maintenance Agency, as the case may be, on the basis of electricity consumption recorded in the Electricity Sub-Meter. The rate of electricity consumption payable by the Allottee will be in accordance with the rate charged by the electricity service provided in respect of such electricity, together with cost of transmission loss and applicable charges for distribution of the electricity to individual Allottee and the Allottee shall not raise any objection about rate charges as not being residential but commercial for providing such services and shall pay the same within the time stipulated in such bills.
- (v) Stamp Duty and Registration Charges and all other applicable charges in respect of this Agreement and/or any future contracts in pursuance hereof and the Sale Deed to be executed in pursuance hereof.
- (vi) Fixed miscellaneous charges for each instance of registration of this Agreement and/or any other contract and/or Sale Deeds, which shall be paid by the Allottee to the Promoter.
- (vii) Mutation Charges (post registration of Sale Deed) as may be prescribed by the Promoter.
- (viii) Proportionate costs of formation of Association and handover to Association.

**11.3.3** It is clarified that the amounts mentioned in clause 11.3.1 (i) to (v) shall be payable by the Allottee within 15 days of casting of the ultimate Roof Casting of the Designated Tower. The amounts mentioned in clause 11.3.2 shall be payable by the Allottee additionally as per demands made by the Promoter upon the Allottee and within 15 days of receiving such demand.

**11.4** None of the amounts of Other Costs and Deposit bear any interest payable to Allottee nor shall they be refundable except in the manner and to the extent applicable on the termination of this Agreement in terms hereof.

**11.5** In case due to any reason, the rate of interest as specified in the Rules cannot be applied then the interest shall be payable @15% per annum.

## **11.6 Maintenance In-charge:**

**11.6.1 Association:** The Promoter shall enable the formation of an Association under the West Bengal Apartment Ownership Act, 1972 (hereinafter referred to as the "**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 the formation of the Association and for its running and administration. The Promoter shall appoint consultant(s) having knowledge in formation of the Association and the Allottee agrees to do all acts, deeds and things as may be required by such consultant(s) within the stipulated time and to pay the proportionate costs for the formation and operationalization of the Association as mentioned in clause 11.3.1 (v) above.

**11.6.2 Maintenance Agency:** The Promoter shall appoint one or more agencies or persons (hereinafter referred to as the "**Maintenance Agency**") to look after the acts relating to the purposes of managing, maintaining, upkeep and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common with the Co-Owners and the collection and disbursement of the Common Expenses and dealing with matters of common interest to 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 (hereinafter referred to as the "**Common Purposes**") on such terms and conditions as it deems fit and proper. The Maintenance Agency may appoint professional space 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. The Association may continue with the same Maintenance Agency upon its taking over by entering upon necessary agreements with them.

**11.6.3 Maintenance In-charge:** Upon the 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 (hereinafter referred to as the "**Maintenance In-charge**").

## **11.7 Common Areas Related:**

**11.7.1** The Designated Tower shall contain certain Common Areas as specified in **SECTION I** of **PART-IV** of **SCHEDULE A** hereto and the Allottee shall have the right to use the said Common Areas in common with the Owners, the Promoter, the other Co-Owners of the said Designated Tower and other persons as may be permitted by the Promoter it being expressly agreed that certain common areas (at the sole discretion of the Promoter) may if so permitted by the Promoter, be in common use with the owners and occupiers of Future Phase/s.

**11.7.2** The Project shall also contain certain Common Areas as specified in **SECTION II** of **PART-IV** of **SCHEDULE A** hereto and the Allottee shall have the right to use the said Common Areas in common with the Owners, the Promoter, the other Co-Owners of the Project and other persons as may be permitted by the Promoter for the activities related to Common Purposes it being expressly agreed that certain common areas (at the sole discretion of the Promoter) may if so permitted by the Promoter, be in common use with the owners and occupiers of Future Phase/s.

- 11.7.3** Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Designated Tower or the Project shall be claimed to be a part of the Common Areas by the Allottee either independently or in common with any other Co-owner(s). In particular and without prejudice to the generality of the foregoing provisions of this clause, the parking spaces including the Mechanical Parking System shall neither be nor be claimed to be a part of the Common Areas.
- 11.7.4** Upon construction of the Buildings the Promoter shall 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.
- 11.7.5** The Owners/Promoter shall 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 require 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 of the Sale Deed in respect of the said Unit in favour of the Allottee, then the transfer of 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 required in order to implement such transactions shall be borne and paid by the Allottee.

## **11.8 Unit Related:**

- 11.8.1 Fittings & Fixtures:** Except those provided by the Promoter, all fit outs to be put-up, erected and installed at or inside the said Unit including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. The Allottee shall be obliged to do and carry out the said fit out works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal authority, the National Building Code, Fire Safety laws and rules 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 part or portion of the Common Areas and that there shall be regular clearing of all debris arising out of the Fit out works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns on the floor, the ceiling and the walls of the said Unit or do any manual chase cutting or the like in the said Unit. The Allottee shall be responsible for all consequences, including the 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 the fit out(s) or other activity.
- 11.8.2 Transfers by Allottee:** The Allottee may, only after a period of 12(Twelve) months from the date of execution of this Agreement and that too upon taking prior consent in writing of the Promoter and against payment of a sum equivalent to @ 5% (Five percent) of the Total Price (excluding Other Costs and Deposits Amount) 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 risks and costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees (amounting to Rs. \_\_\_\_\_/-) 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 @5% (Five 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 12 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.

### 11.8.3 Area Calculations:

- (i) **Carpet Area:** The carpet area for the said Unit or any other Unit shall mean the net usable floor area of such Unit excluding the area covered by the external walls, the areas under services shafts and the area under the exclusive balcony, but includes the area covered by internal partition walls of the said Unit.
- (ii) **Open Terrace Area:** The net usable area of the exclusive open space attached to the Unit if granted to the Allottee.
- (iii) **Balcony Area:** The net usable area of the exclusive covered balcony/balconies, if any, attached to the said Unit.
- (iv) **Built-up Area:** The built-up area for the said Unit 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. The built-up area of the Open Terrace includes the Open Terrace Area including the thickness of the parapet walls thereof and one-half of party walls.
- (v) **Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Designated Apartment is undivided Square feet more or less decided by the Promoter/ Architect.
- (vi) **Unit Area for CAM (Common Area Maintenance):** 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.

- (vii) 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.

**11.9 Housing Loan by Allottee:** In case the Allottee, with the prior consent in writing 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 shall the Promoter 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. Any consent given by the Promoter in respect of any such housing loan or finance shall not affect the obligations and liabilities of the Allottee hereunder nor the rights and authorities of the Promoter including to cancel or terminate this agreement owing to any delay or default of the Allottee and upon forfeiture of stipulated amounts and adjustment of its dues to pay the balance to the financier of the Allottee in due discharge of the Designated Apartment.

**11.10 Activity Centre/Club Related:**

**11.10.1 Users:** The Allottee shall have the right to use Activity Centre facilities in the Project in common with the Owners, the Promoter and other Co-Owners of the Project and other persons permitted by the Promoter and the project/s that may be constructed on any Future Phase (if any), as the Promoter may in its absolute discretion decide and to the other stipulations, terms and conditions as also contained in clause I above with regard, and shall not, under any circumstances, raise any objection or hindrance to such common use.

**11.10.2 Facilities:** The Promoter proposes to erect, install and/or make available certain facilities with initial infrastructure and equipments and installation as provided by the Promoter as hereinafter mentioned. The conveniences, amenities and facilities of the Activity Centre shall be decided by the Promoter and the same shall be final and binding on the Allottee. A list of the proposed facilities, as per current planning, of the Activity Centre has been provided **PART-V** of **Schedule A** hereto. However, notwithstanding anything contained in **PART-V** of the **Schedule A** hereto, the Allottee accepts and confirms that the Promoter shall have the sole right and discretion in planning the details and facilities of the Activity Centre and the same may also from time to time be varied at the sole discretion of the Promoter.

**11.10.3 Activity Centre Costs:** All costs and expenses for and relating to the Activity Centre Facilities (including the cost of the Manager, the management, maintenance, administration, repair, replacement, upkeep of all areas, equipments and utilities thereat and the cost of the professionals, employees and other persons appointed or engaged, the costs of rendition of security, services, amenities and facilities, taxes and overheads and all other fees, costs, charges and expenses connected therewith) shall be borne and paid by the allottees of the Project. On the Activity Centre 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 Activity Centre Facility may be used by the Allottee alongwith family members residing at the Unit 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 such facilities or any of them, 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 terms and conditions in respect of the same as the Maintenance In-charge may deem fit and proper.

**11.10.4 Commencement of Operation of the Activity Centre:** The Promoter shall endeavor to get the Activity Centre 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 Designated Apartment shall have no connection and correlation with the Activity Centre becoming operational and that the Allottee shall not raise any claim or objection in this regard.

**11.10.5 Administration of the Activity Centre:** The Allottee agrees and confirms that the Activity Centre (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 ("**Manager**") for the management and administration of the Activity Centre 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 Manager may or may not be the Maintenance Agency and the cost of such Manager shall be part of the costs and expenses of running, management and administration of the Activity Centre. The Association shall be given the responsibilities in respect of the Activity Centre at such time and on such terms and conditions as the Promoter may deem fit and proper. All costs, charges and expenses pertaining to the Activity Centre and its running, administration, repair, maintenance, replacement, insurance etc., shall be and form part of the Common Expenses.

#### **11.11 Overall Project-related:**

**11.11.1** The date of handing over possession of the Designated Apartment as stated in clause 7.1 has been accepted by the Allottee. However, if the Designated Apartment is made ready prior to the said date stated in clause 7.1, the Allottee agrees to accept the same and to make the corresponding payments earlier and not to make or raise any objection thereto.

**11.11.2 Car Parking Areas:** The Project contains basement, open, covered, and mechanical parking spaces as per sanctioned plans. In addition, the Project also contain open spaces which do not form a part of the Common Areas but which can be used for parking (hereinafter referred to as "**Open Parking Areas**"). For a regulated and disciplined use of these spaces, who are allotted Parking Space of the type applied by him in an identified dependent or independent space, the same shall be against parking space maintenance charges payable by such person. The Allottee agrees and undertakes neither to raise any dispute or objection in respect of the allotment of parking made by the Promoter in respect of the Open Parking Areas to

any other allottees nor to disturb the use of the allotted parking space by the concerned allottee. The Allottee shall not have any Parking Space until he makes full and final payment of all sums due from him in terms of this Agreement and until the Allottee remains in default in complying with his obligations under this Agreement.

**11.11.3** The Mechanical Parking System shall be managed, maintained and up-kept by the Maintenance In-charge until such time as such Co-owners or two-third majority of them decide to manage, maintain and up-keep the same themselves. All costs and expenses relating to the Mechanical Parking System (including its running, maintenance, operation, repair, replacement, renovation, insurance etc.,) shall be payable by the Co-owners who take parking space in the Mechanical Parking System proportionately and the same shall so long the same is maintained by the Maintenance In-charge be paid by them to the Maintenance In-charge separately against bills raised by the Maintenance In-charge for the same. Any use of the Mechanical Parking System by the Co-owners shall be subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and the Promoter and the Maintenance In-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System to which the Allottee hereby consents and agrees to keep the Promoter fully indemnified in respect thereof.

**11.11.4** In case the Allottee taking parking space in the Mechanical Parking System, the Allottee's proportionate share in the expenses and outgoings relating to the Mechanical Parking System shall be the proportion in which the number of parking spaces in the Mechanical Parking System taken by the Allottee may bear to the total number of parking spaces in the Mechanical Parking System. The Allottee's proportionate share in several matters referred to herein shall be the proportion in which the built-up area of the Unit may bear to the built-up area of all the Units in the Project. It is clarified that while determining the proportionate share of the Allottee in the various matters referred herein, the decision of the Promoter on any variations shall be binding on the Allottee.

**11.11.5** The Promoter has made provisions for installation of EV charging system with related sub/prepaid meters for charging electric motor cars/two wheelers for use by the Allottees upon pre-payment of charges for the same to the Maintenance In-charge. All costs and expenses for the upkeep and maintenance of such EV charging system shall form part of the Common Expenses. In case any Allottee does not have EV Charging system to his/her parking space and is desirous of adding the same, then subject to the same being feasible at the sole discretion of the Promoter/Maintenance In-charge, the same may be installed for such Allottee at such place as the Promoter may decide and that too against prepayment of the applicable costs and charges therefor. Furthermore the electric power supply to such EV charging system shall be from electric meter for the Designated Unit.

**11.11.6 Possession Related, Defect Liability and Specifications:**

11.11.6.1 Notwithstanding anything to the contrary contained in clause 7 and 12 and its sub-clauses, the following shall apply for all intents and purposes

- (i) There shall be an additional grace period of 6 (six) months over and above the period as mentioned in clause 7.1 above. Furthermore any epidemic or pandemic or other exigency affecting the regular development of the real estate project shall also be

- included in the definition of the term Force Majeure as defined in the said clause 7.1 above shall also include epidemic, pandemic.
- (ii) The 3 month period for the Allottee taking possession, shall in case the Promoter mentioning a shorter period in the intimation given by the Promoter to take possession ("**Notice of Possession**") , be complied with by the Allottee. On any failure of the Allottee to take possession within the time provided in the Notice of Possession, such Allottee shall in addition to the maintenance charges be also liable to pay all interest, taxes and outgoings relating to the Designated Apartment. Furthermore in case the Association of allottees is not formed and is operational before the stipulated date of handing over the necessary documents and plans, including those relating to the common areas then the handover may be done to the Maintenance In-charge.
- (iii) In case of any cancellation/withdrawal by the Promoter due to default of the Allottee, the amount refundable to the Allottee shall be out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. The Promoter shall have no liability on account of stamp duty and registration charges incurred by the Allottee on the agreement for sale. Further, the Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.
- (iv) The liability to compensate the Allottee as stated in clause 7.6 above shall only arise if the defect in title was known to the Promoter and the Promoter had willfully not disclosed the same to the Allottee
- (v) The Promoter shall not be liable for any obligation or liability under clause 12 of the Agreement 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 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 Clause 12. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that hairline or thin cracks on the external and internal walls which happens due to variation in temperature of more than 20 centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor appointed by the Architect of the Project and such surveyor shall

survey and assess the same and then submit a report on the causes of such defects including as to whether the same was caused by the material used in the structure of the Apartment and in the workmanship executed by the Promoter. 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.

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

11.11.6.3 The Allottee agrees and understands that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the show/model residential Apartment exhibited at the project site only provides a representative idea and the actual Apartment agreed to be constructed will be as per specifications mentioned in this agreement in Part-VIII of Schedule-A and the same may not include the fittings and fixtures of the model residential Apartment and even if any fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model residential Apartment and the Allottee shall not be entitled to raise any claim for such variation.

11.11.6.4 The Promoter will not entertain any request for modification in the internal layouts of the Designated Apartment. In case the Allottee desires (with prior written permission of the Promoter) to install some different fittings /floorings on his/her/their own within the Designated Apartment, he will not be entitled to any reimbursement or deduction in the Total Price of the Designated Apartment.

**11.11.7 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 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).

**11.11.8 Commencement of power supply from Generator:** The power backup from the Common Generator in the Project shall be commenced only upon 50% (fifty 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 Unit 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, at any time, the said requirement of minimum percentage of occupancy.

**11.11.9 Construction Finance:** The Promoter has is in the process of applying for construction finance for construction of the Project from any bank nor any other financial institutions /Banks /NBFC by mortgaging the Project Land and the constructions thereat **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 the Sale Deed by the Promoter in favour of the Allottee in terms hereof.

**11.11.10 Architect:** Unless changed by the Promoter, Mr. J.P.Agarwal of Agarwal & Agarwal Associates shall be the Architect for the Project.

**11.11.11 Advocates:** Unless changed by the Promoter, Messrs. DSP Law Associates, Advocates of 4D Nicco House, 2 Hare Street, Kolkata-700001 shall be the Advocates for the documentations concerning the transfer of different areas and portions of the Project.

**11.11.12 Name:** The Project shall bear the name "**BHAWANI PARAISO (PHASE 1)**" or such other name as be decided by the Promoter from time to time. The Towers shall also bear the names "**Tower 1**", "**Tower 2**" and "**Tower 3**" 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.

**11.11.13 Future Expansion Related:**

- (i) 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 including additional floors/storeyes on the buildings and other vertical and horizontal expansion and commercial exploitation.
- (ii) 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-IV** 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.

**11.12 HOUSE RULES:** The ownership and enjoyment of the Unit, Parking Space, 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 well as the House Rules below ("House Rules") which the Allottee shall be obliged and responsible to comply with strictly: -

**11.12.1** 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 Designated Apartment or any activity which may cause nuisance or annoyance to the Co-Owners.

**11.12.2** that unless the right of parking is expressly granted and mentioned in **Part-III** of the **Schedule A** hereinabove written ("**Parking Space**"), the Allottee shall not park any motor car, two-wheeler or any other vehicle at any place in the Project Land (including at the open spaces at the Project Land) nor claim any right to park in any manner whatsoever or howsoever. The Maintenance In-charge may also impose penalty for any wrongful parking by the Allottee in deviation or violation of this clause and/or the applicable conditions for Parking Space.

**11.12.3** In case the Allottee has applied for and has been allotted Parking Space, the same shall be subject to the following conditions: -

- (i) The Allottee shall pay the Parking Space Maintenance Charges (as defined in **Clause 11.13.vi** below) punctually and without any delay or default;
- (ii) the Allottee shall not park any motor car, two-wheeler or any other vehicle at any other place in the Project Land (including at the open spaces at the Project Land) nor claim any right to park in any manner whatsoever or howsoever;
- (iii) the Allottee shall use the Parking Space so agreed to be granted, only for the purpose of parking of his own medium sized motor car that could comfortably fit in the allotted Parking Space and/or two-wheeler, as the case may be and shall not allow any person to park his motor car and/or two wheeler, as the case may be, at his Parking Space in any manner whatsoever.
- (iv) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
- (v) The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
- (vi) The Allottee shall not grant transfer let out or part with the Parking Space independent of the Unit nor vice versa, with the only exception being that the Allottee may transfer the Parking Space independent of the other to any other Co-owners of the Project and none else.
- (vii) This right to use car parking space does not confer any right of Ownership of the space on which such Parking Space is provided.
- (viii) In case due to any legislation, rule, bye-law or order, the individual exclusive Parking Space is not permissible, then the space of parking agreed to be granted to the Allottee hereunder shall be super ceded by such legislation, rule, bye-law or order and for which the Allottee shall neither hold the Promoter and/or the Owners liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owners.
- (ix) The terms and conditions on the user of the Parking Space as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Parking Space.
- (x) In case the Allottee is provided space of parking which is inter-dependent with any other Parking Space in the Project or any part thereof then the Allottee shall not disturb/block the ingress and egress of car/two wheeler of the other Unit owners of such space and shall use the dependent space in mutual co-operation with the other space holder.
- (xi) In case the Allottee is provided space of parking in the Mechanical Parking System, the Allottee shall abide by observe fulfill and perform all rules and regulations applicable to the user thereof. The Allottee accepts and acknowledges that any use of the Parking Space if taken by the Allottee in the Mechanical Parking System shall be subject to Force Majeure and interruptions, inconveniences and mechanical faults associated with its use and further that the Promoter and the Maintenance-in-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System.

- 11.12.4** In case the Allottee has not been agreed to be granted any Parking Space, the Allottee shall not park any motor car, two-wheeler or any other vehicle at any place in the Project Land (including at the open spaces at the Project Land) nor claim any right to park in any manner whatsoever or howsoever.
- 11.12.5** In case the Allottee is agreed to be granted the exclusive right to use any Open Terrace as a right appurtenant to Designated Apartment, the right of the Allottee to use of such Open Terrace shall be subject to the following conditions:
- (i) to use the Open Terrace only as an open terrace and as per the conditions of sanction applicable to the same and in a decent and respectable manner and keep the same at all times in a fully repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times;
  - (ii) not to cover or enclose the same or damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to display any light or signage from the same so as to be visible from outside nor to put any grills or glass or poles or any item going beyond the height of the parapet;
  - (iii) not to allow or permit any leakage or seepage of water from the floor to any other portion of the Designated Tower;
  - (iv) not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
  - (v) not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Open Terrace nor allow the accumulation of water thereat nor store or allow anyone to store any goods articles or things in the said Open Terrace or anywhere at the Project Land
  - (vi) not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Open Terrace and/or the Designated Tower and/or the Project Land and/or outside walls of the Designated Tower save in the manner indicated by the Promoter or the Maintenance In-Charge
  - (vii) not to transfer or assign or part with their right of use of the Open Terrace or part with the possession of the said Open Terrace, independent of the Designated Apartment and vice versa.
  - (viii) not to sub-divide the Open Terrace in any manner.
- 11.12.6** The use of the Common Areas including but not limited to the Activity Centre 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 Activity Centre) 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 facility at Activity Centre by the Allottee or his family members or any other person. It is

clarified that the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas and Activity Centre.

- 11.12.7** Not to make any construction or addition or alteration or enclose any Common Areas, the Activity Centre 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.
- 11.12.8** In case of power failure and power being supplied by the generator, the Allottee shall not use power exceeding \_\_\_ KVA from generator supply and that too only for lights and fans. No plug points to power any equipment including the air conditioner of his Unit shall be used from the power from Generator.
- 11.12.9** Not to claim any access or user of any other portion of the Project except the Designated Tower and the Common Areas, the Activity Centre mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
- 11.12.10** 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 Unit save that the Allottee shall have the right install window/ split air-conditioners at the place/s provided therefor in the Unit.
- 11.12.11** 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.
- 11.12.12** 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 Designated Tower 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 Designated Tower or any part thereof.
- 11.12.13** Not to misuse or permit to be misused the water supply at the Designated Apartment.
- 11.12.14** Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- 11.12.15** Not to install or keep or operate any generator in the Designated Apartment or in the balcony/verandah if attached thereto or in the corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of

the Designated Tower or the Project Land save the battery-operated inverter inside the Designated Apartment.

- 11.12.16** 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
- 11.12.17** Not to place or take into the lift/s of the Building/s any baggage, furniture, heavy articles or other goods of any manner whatsoever.
- 11.12.18** 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.
- 11.12.19** No bird or animal shall be kept or harbored 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.
- 11.12.20** To allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Unit and the Parking Space, if any at all reasonable times for construction and completion of the Designated Tower 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 Unit and the Parking Space, if any within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;
- 11.12.21** 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 Project Land by the Owners and the Promoter and all other persons entitled thereto.
- 11.12.22** To maintain at its own costs and expenses the firefighting system and equipments installed inside the Unit and to keep the Unit free from all hazards relating to fire
- 11.12.23** 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 Designated Tower 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.
- 11.12.24** 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 Designated Tower or may cause any increase in the premia payable in respect thereof.
- 11.12.25** Not to draw the electric lines/wires, television/DTH cables, broadband data cables and telephone cables to the Designated Apartment except only through the ducts and pipes provided therefor and further ensuring that no inconvenience is caused to the Owners, the Promoter or to the other co-owners of the Designated Tower. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Designated Tower

and/or the Project Land and/or outside walls of the Designated Tower save in the manner indicated by the Promoter or the Maintenance In-charge.

- 11.12.26** To allow the Maintenance In-charge, for the purpose of security, to restrict and regulate the entry of visitors into the Project. It being expressly understood that the internal security of the Designated Apartment shall always be the sole responsibility of the Allottee.
- 11.12.27** Not to commit or permit to be committed any alteration or changes in, or draw from outside the Designated Tower, the pipes, conduits, cables, air- conditioner wiring, pipes and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.
- 11.12.28** To co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Project Land and other Common Purposes.
- 11.12.29** Keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the Project 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 Project Land.
- 11.12.30** to use only the Common Areas and Installations according to the rules framed from time to time by the Promoter and/or the Association in this behalf.
- 11.12.31** To maintain at his own costs, the Unit (including but not limited to the grills installed thereat) 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, Bidhannagar Municipal Corporation, WBSSEDCL, 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 facilities and amenities at the Project.
- 11.12.32** Not to alter the outer elevation or façade or colour scheme of the Designated Tower (including grills, verandahs, balcony, 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 may be specified by the Promoter nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Designated Tower 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.
- 11.12.33** Not to install any box grill at the Unit or any of its windows nor to install any grill the design of which have not been suggested or approved by the Promoter or the Architects.
- 11.12.34** Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.

- 11.12.35** Not to use the Unit and the Parking Space, if any or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, religious congregation, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.
- 11.12.36** Not to slaughter or permit to be slaughtered any live animal and/or bird in the Common Areas nor do any act deed or thing which may hurt or injure the sentiments of any of the other Apartment Owner and/or occupiers of the said project.
- 11.12.37** not to change/alter/modify the name of the Project and/or the Building therein from those mentioned in this Agreement.
- 11.12.38** Not to do or permit any animal sacrifice or any festival or occasion which contains any bodily or physical harm to any person or animal at any part or portion of the Common Areas.
- 11.12.39** The Allottee agrees, declares and confirms that the right, title and interest of the Allottee is and shall be confined only to the Unit, the Parking Space and the other components of the Designated Apartment and that the Promoter shall at all times be entitled to deal with and dispose of all other apartments, units, parking spaces/facilities, constructed spaces and portions of the Project in favour of third parties at such consideration and its sole discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection.
- 11.13 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**"):
- (i) Property tax and/or Municipal rates and taxes and water tax, (if any) assessed on or in respect of the Designated Apartment directly to the Bidhannagar Municipal Corporation, BLLRO and/or any other appropriate authority Provided That so long as the same 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 Project Land.
  - (ii) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute, rules or regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Apartment or any component thereof or the Tower or the Project 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 Project Land or any part thereof.
  - (iii) Electricity charges for electricity consumed in or relating to the Unit(including any applicable minimum charges and proportionate share of transmission loss).

- (iv) Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Designated Apartment or any part thereof against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment, wholly and if in common with the other Co-Owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
- (v) Proportionate share of all Common Expenses (including those mentioned in **PART-VI of SCHEDULE A** hereto) 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, recurring monthly maintenance charges calculated @ Rs. \_\_\_/- (Rupees \_\_\_) only per Square foot per month of the Unit Area for CAM. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge/ Promoter at its sole and absolute discretion after taking into consideration the common services provided.
- (vi) Parking Space Maintenance Charges amounting to Rs. \_\_\_/- per month per Parking Space, if any.
- (vii) Proportionate share of the operation, fuel, club and maintenance cost of the generator proportionate to the load taken by the Allottee.
- (viii) Goods and Service Tax and all other overheads in respect of the aforesaid outgoing and taxes payable by the Allottee as per the prevalent rates.
- (ix) 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 outgoing proportionately or wholly as the case may be.

**11.13.1** All payments to be made by the Allottee shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box earmarked for the Unit 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 and without raising any objection of any nature whatsoever. Part payment will not be accepted after the due dates.

**11.13.2** The maintenance charges do not include any payment or contribution towards the Activity Centre payable by the Allottee as per stipulations made elsewhere in this agreement therefor. The maintenance charges does not also include the costs and expenses for 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, the maintenance charges and all such payments 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 the non-payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee.

- 11.13.3** The liability of the Allottee to pay the aforesaid Taxes and Outgoings shall accrue with effect from the Liability Commencement Date.
- 11.13.4** In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears. Without prejudice to the liability of the Allottee to pay interest as aforesaid, in case the failure and/or default in any payment by the Allottee for two months then until such payment with applicable interest, the Allottee and persons deriving rights through him shall be debarred from the benefits of use of the common facilities and the membership and use of the Activity Centre shall be suspended and the Maintenance-in-charge and Manager shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Allottee and his employees guests agents tenants or licensees and/or the Designated Apartment. It is clarified that any debarring, suspension, withholding or stoppage as aforesaid shall not affect the continuing liabilities of the Allottee in respect of payment of the Taxes and Outgoings and applicable interest during the period of such debar, suspension, withholding or stoppage.
- 11.13.5** It is further agreed that the Promoter shall not be liable if there be any disconnection or interruption in the use of electricity, generator, water, and other utilities etc., owing to any nonpayment of bills and charges by the Allottee.
- 11.13.6** 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 Project Land or any other part of the Building 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.
- 11.14** **Liability Commencement Date:** In case the Promoter issues notice to the Allottee to take possession of the Unit and the Allottee fails to pay the entire dues of the Allottee within the time stipulated in the notice or is in default in compliance of any of his other obligations hereunder, then notwithstanding the fact that the Promoter shall withhold possession of the Unit on account of such failure or default of the Allottee, the Allottee's liability to pay the Taxes and Outgoings in respect of the Designated Apartment shall commence on the expiry or 15 days of issuance of such Notice of Possession or date of expiry of the time stipulated in such Notice, whichever be earlier, as aforesaid ("**Liability Commencement Date**"). Furthermore, with effect from the Liability Commencement Date and until the Allottee pays all its dues towards the Promoter and the Designated Apartment and remedies the concerned default and takes physical possession of the Unit, the

Allottee shall be liable for all consequences of failure of compliance of House Rules and shall also be liable to pay to the Promoter a predetermined sum calculated @Rs. \_\_\_/- (Rupees \_\_\_) only per Square foot per month of the Built-up area in respect of the Designated Apartment towards withholding charges. This shall be without prejudice to the other rights remedies and claims of the Promoter and the other obligations and liabilities of the Allottee hereunder.

- 11.15 Waiver:** The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of 18 months from the date of the Completion Certificate.
- 11.16** Common Expenses (hereinafter referred to as "**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 and the parking spaces and for all other Common Purposes and include those mentioned in **PART-VI** of **SCHEDULE A** hereto.
- 11.17 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: -
- 11.17.1** 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, common areas 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 obstruct, remove or block the same in any manner whatsoever or howsoever. The Allottee has no objection nor will at any time be entitled to raise any objection to any hoardings, neon sign, billboards, advertisements, signage (of any size and constructed of any material and the same, with or without illumination) of the brand name "**Bhawani Group**", "**Bhawani Paraiso**" etc., ("Said Signage") of the Promoter being erected on the roof and/or the parapet walls and/or the façade of the Project and also the boundary walls of the Project. The space for the Said Signage shall be deemed to have been excluded out of the subject matter of sale and shall always belong to the Promoter. The Promoter shall maintain the Said Signage at its own cost if the Said Signage is illuminated, the Promoter shall bear the charges for actual electricity consumed for illumination on the basis of a separate meter specifically installed for this purpose. Neither the Allottee nor the Allottee's successor-in-interest shall at any time do any act, deed or thing which affects or hinders the absolute and unfettered right of the Promoter to put up the Said Signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining, managing, repairing, replacing, adding or altering the Said Signage, the Promoter and/or the men and agents of the Promoter shall at all times have the right of access to the areas in which the Said Signage are constructed and/or

installed without any obstruction or hindrance either from the Allottee or the Maintenance In-charge. The Allottee further agrees not to use the name/mark "**Bhawani Group**", "**Bhawani Paraiso**" in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever save and except for the purpose of address of the Unit and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark.

**11.17.2** 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 vendors, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, v-sat, television, internet, transformer, compactor, earth pits, generators, invertors, wires and installations and any other facility anywhere at the Designated Tower or spaces surrounding the same including but not limited to their respective roofs, against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, pitch turfs, 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 of them or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such vendors/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 belong to the Promoter.

**11.17.3** The Allottee has agreed that for the benefit of the Project, the Promoter shall be allowed to make any additions and alterations in the sanctioned plans, layout plans and specifications of the Project including the Common Areas without changing the layout, specification and carpet area of the Unit as may be necessary due to architectural and structural reason on recommendation of the Architect. The Allottee unconditionally accepts and consents to the same and shall not raise any objection whatsoever in this regard.

## **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 within a period of 5 (five) years by the Allottee from the date of completion of construction, 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 Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Allottee hereby agrees to purchase the Designated Apartment on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of the 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 of allottees shall have rights of unrestricted access to all Common Areas and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the Designated Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect or for inspection and requiring the Allottee to remedy any want of repair.

**15. USAGE:**

**Use of Service Areas:** The service areas if any located within the Project Land may be ear-marked for purposes such as parking spaces and services including but not limited to STP, transformer, DG set, underground water tanks, Pump rooms, Water treatment plant, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the service areas shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

**16. GENERAL COMPLIANCE WITH RESPECT TO THE DESIGNATED APARTMENT:**

16.1 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 or the Parking Space, if any, or the common areas including staircases, lifts, common passages, corridors, circulation areas 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.

16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any signboard / nameplate, neon light, publicity material or advertisement material etc. on the face/façade of the Building or anywhere on the exterior of the Project, Buildings 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.

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

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

The Allottee is entering into this Agreement for the allotment of the Designated Apartment with full knowledge of all the laws, rules, regulations, notifications applicable to the Project in general and this Project in particular. 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 Designated Apartment, 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 except as otherwise mentioned elsewhere herein it has no right to make additions or to put up additional structure(s) anywhere in the Project after the completion certificate in respect of the Buildings in the Project has been issued by the competent authority(ies) except as provided for elsewhere in this Agreement and/or in the Act.

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

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

19.2 However, the Promoter shall be entitled to securitize the Total Price and/or other amounts payable by the Allottee under this Agreement (or any part thereof) in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to sell and assign to any person or institution the right to directly receive the Total Price and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

**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 with the various laws/regulations as applicable in the State of West Bengal to the extent applicable.

**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 registering authority 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 15(fifteen) days from the date of its receipt by the Allottee, the 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 equivalent to 10% of the Total Price) 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. The taxes and stamp duty, registration charges and documentation charges incurred or payable by the Allottee shall not be refundable to the Allottee and the same shall be the costs of the Allottee for which no claim shall be made against the Promoter by the Allottee.

**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, 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 be amended only through the written consent of the Parties.

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

It is clearly understood and so agreed to by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Designated Apartment and the Project shall be equally 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:**

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

25.2 Failure on 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 is 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 being agreed upon 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 the Act or the Rules and Regulations made thereunder or the

applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

**28. FURTHER ASSURANCES:**

The Parties agree that they shall execute, acknowledge and deliver to each other such instruments and take such other actions, in addition 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/Additional 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 by replying thereto or otherwise, at their respective addresses specified below:

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

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

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

Promoter Name: **SHR CONSTRUCTION LLP**

Promoter Address: P-829/A, Lake Town, Block – A, Police Station and Post Office Lake Town, Kolkata 700089

Email id of Promoter: \_\_\_\_\_

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 be considered as having properly been served on all the Allottees.

**32. GOVERNING LAW:**

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

**33. DISPUTE RESOLUTION:**

All or any disputes arising out of 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 and/or its subsequent amendments and all disputes and differences relating to the Designated Apartment in the Project shall be subject to the exclusive jurisdiction of Courts at Kolkata only.

- 34.** The other terms and conditions as per the contractual understanding between the Parties have been incorporated in the Schedules hereto and 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 thereunder.

**III. SCHEDULES:**

**SCHEDULE 'A' ABOVE REFERRED TO:  
PART-I  
PROJECT LAND**

**All That** piece and parcel of land containing an area of 2.6538 acre or 265.38 Sataks more or less situate lying at and comprising of entire (i) L.R. Dag No. 4317 (measuring 8 satak) recorded in L.R. Khatian Nos. 6514, 7585, (ii) L.R. Dag No. 4318 (measuring 10 satak) recorded in L.R. Khatian Nos. 6514, 7585, (iii) L.R. Dag No. 4319 (measuring 51 satak) recorded in L.R. Khatian Nos. 6502, 6514, 7585, 25311 and (iv) L.R. Dag No. 4332 (measuring 116 satak) recorded in L.R. Khatian Nos. 5629, 6514, 7585, 7598, 21753 and divided and demarcated portions of (i) L.R. Dag No. 3459 (measuring 5.58 satak out of 42 satak) recorded in L.R. Khatian Nos. 6514, 7585, 21881, (ii) L.R. Dag No.4320 (measuring 13.22 satak out of 24 satak) recorded in L.R. Khatian Nos. 6514, 7585, 24718, (iii) L.R. Dag No.4322 (measuring 21.50 satak out of 41 satak) recorded in L.R. Khatian Nos. 6514, 7585, 21753, (iv) L.R. Dag No.4325 (measuring 3 satak out of 26 satak) recorded in L.R. Khatian No. 7586, (v) L.R. Dag No.4326 (measuring 3 satak out of 26 satak) recorded in L.R. Khatian No. 21292, (vi) L.R. Dag No. 4327(measuring 3.08 satak out of 29 satak) recorded in L.R. Khatian No. 8488, (vii) L.R. Dag No. 4328 (measuring 4 satak out of 26 satak) recorded in L.R. Khatian No. 8488, (vii) L.R. Dag No. 4331 (measuring 8 satak

out of 18 satak) recorded in L.R. Khatian No. 22758, (viii) L.R. Dag No. 4334(measuring 19 satak out of 58 satak) recorded in L.R. Khatian No. 22758, all in Mouza Gopalpur, J.L. No. 2 and being Holding No. AS/526/05/04, Street/Lane : Gopalpur under Bidhannagar Municipal Corporation under Police Station Narayanpur (formerly Airport and theretofore Rajarhat) in the District of North 24 Parganas

## **PART-II**

### **UNIT**

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

## **PART-III**

### **PARKING SPACE**

**ALL THAT** the Parking Space No. \_\_\_\_\_ containing a area of \_\_\_\_\_ Square feet more or less of the Tower- \_\_\_\_\_ (\_\_\_\_\_) of the Project at the Project Land..

## **PART-IV**

### **COMMON AREAS**

#### **SECTION –I**

### **COMMON AREAS IN THE BUILDING**

- 1. Common Areas & Installations at Building:**
  - 1.1 Concealed electrical wiring and fittings and fixtures for lighting the staircase, the common areas, the lobby and the landings and for operating the installation of two lifts at the Designated Towers.
  - 1.2 Electrical installations with main switch and meter and space required therefore in the Building.
  - 1.3 Bore well/ Tube well (as the case may be) water pump overhead tanks and underground water reservoirs and spaces required thereto with water distribution pipes from such Overhead water tank connecting to the different Units of the Building and Space for Water pump and motor room therefor.
  - 1.4 Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.
  - 1.5 Common corridors, lobbies, stairs, stairways landings entrances exits and pathways within each New Building.
  - 1.6 Windows, doors, grills and other fittings in the common area.
  - 1.7 Lifts, Lift wells spaces required therefor.
  - 1.8 Portion of Roof as may be identified by the Promoter as Common Roof of the Designated Tower subject to the exceptions and reservations contained herein

- 1.9 Gate Goomty.
- 1.10 Such other common parts areas and any covered and open space in or about each New Building as may be provided by the Promoter.

## **SECTION-II COMMON AREAS IN THE PROJECT**

- 2. Common Areas & Installations at the Project:**
- 2.1 Driveways, pathway pavements and landscape green at the Project Land.
- 2.2 Space for transformer and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
- 2.3 Water Treatment Plant
- 2.4 Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Buildings.
- 2.5 Main Gates of the Project for entrances and exits, Boundary Walls,.
- 2.6 Water waste and sewerage evacuation pipes and drains from the several buildings to the municipal drains (if any).
- 2.7 Activity Centre Facilities
- 2.8 Space for Generator installations and its allied accessories room.
- 2.9 Boundary walls of the Project (excluding outer side of the walls of the Project Land) and main gates.
- 2.10 Common Podium except the private terrace agreed to be sold by the Promoter.
- 2.11 Such other common parts areas and any covered and open space in or about Project Land and for the Project as a whole as may be provided by the Promoter.

## **PART-V ACTIVITY CENTRE FACILITIES**

- 1. Community Hall With Pantry
- 2. Multipurpose Hall
- 3. Gym With Changing Room (Male And Female)
- 4. Indoor Games Room
- 5. Landscape Podium With Planters & Seats
- 6. Kid's Play Area
- 7. Multipurpose Lawn
- 8. Swimming Pool
- 9. Kids Pool
- 10. Jacuzzi
- 11. Party Lawn

**PART-VI  
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 Designated Tower , lifts, generators, intercom, CCTV, water pump with motors, the Parking Spaces (excluding parking spaces in the Mechanical Parking System) and all adjoining side spaces and all related, gutters and water pipes for all purposes, equipments and accessories, machinery, tools and tackles, Activity Centre Facilities related equipment's etc., drains and electric cables and wires in under or upon the Designated Tower and/or the Project and/or the Activity Centre Facilities 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 Land, main entrance, landings and staircase of the Building enjoyed or used by the Allottee in common as aforesaid and the boundary walls of the Land, compounds etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other parts of the Designated Tower 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, Activity Centre Facilities related equipment's, electricity, light fittings etc and also the costs of repairing, renovating and replacing the same and also the Parking Spaces (excluding parking spaces in the Mechanical Parking System).
3. **STAFF:** The salaries, remuneration, fees and all other expenses of the staff, contractors, agencies etc.,) to be appointed or employed for the Common Purposes (e.g. security, electricians, maintenance persons, caretakers, accountants, clerks, other administrative staff, lift operators, plumbers, gardeners, sweepers, guards etc.).
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 Land and Common Areas (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 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 excluding parking spaces in the Mechanical Parking

System 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-VII**  
**(CHAIN OF TITLE)**

1. **Re : Dag No. 3459 – Total Area in Dag 42 Satak, Subject Area– 5.68 Satak (“Dag 3459 Property”)**
  - 1.1. By Sale Deed dated 14<sup>th</sup> March, 1959 and registered with the Sub-Registrar Cossipore Dum Dum, District North 24 Parganas in Book No. I, Volume No. 52, Pages 25 to 28 Being No. 2712 for the year 1959 one Adbul Latif Mondal, Raimonnesa Bibi and Karimonnesa Bibi, for the consideration therein mentioned, sold to Rajab Ali Baidya All That piece and parcel of land comprised in the entire said Dag No. 3459, absolutely and forever.
  - 1.2. The said Rajab Ali Baidya, a Mahomedan, died intestate leaving him surviving his three sons Noor Ali Baidya, Shaukat Ali Baidya and Gholam Ali Baidya as his only heirs and legal representatives who upon his death inherited and became the owners of the said Dag No. 3459.
  - 1.3. By Sale Deed dated 12<sup>th</sup> September, 1990 and registered with the Additional District Sub-Registrar Bidhannagar in Book No. I, Volume No. 147, Pages 377 to 384 Being No. 6283 for the year 1990 Noor Ali Baidya and Shaukat Ali Baidya, for the consideration therein mentioned, sold to Asrar Ahmed All That portion containing an area of 1.65 Satak more or less out of and in in the said Dag No. 3459 absolutely and forever.
  - 1.4. By Sale Deed dated 11<sup>th</sup> February, 1991 and registered with the Additional District Sub-Registrar Bidhannagar in Book No. I, Volume No. 15, Pages 181 to 186 Being No. 769 for the year 1991 the said Asrar Ahmed, for the consideration therein mentioned, sold to Fakir Mohammad All That his entire portion out of and in the said Dag No. 3459 absolutely and forever.
  - 1.5. By Sale Deed dated 26<sup>th</sup> August, 1992 and registered with the Additional District Sub-Registrar Bidhannagar in Book No. I, Volume No. 180, Pages 33 to 40 Being No. 8276 for the year 1992 the said Fakir Mohammad, for the consideration therein mentioned, sold unto and in favour Ashok Kumar Jaiswal All That his entire portion out of and in the said Dag No. 3459 absolutely and forever.
  - 1.6. By Sale Deed dated 04<sup>th</sup> May, 2012 and registered with the District Sub-Registrar- II Barasat in Book No. I, Volume No. 20, Pages 1341 to 1366 Being No. 06379 for the year 2012 the said Ashok Kumar Jaiswal, for the consideration therein mentioned, sold to Babulal Verma All That his entire portion out of and in the said Dag No. 3459 absolutely and forever.
  - 1.7. The said Shaukat Ali Baidya, a Mahomedan, died intestate on 30<sup>th</sup> April, 2005 leaving him surviving his wife Anowara Begum, 3 sons Sajjad Ali Baidya, Ansar Ali Baidya, Mohammad Ali Baidya and 4 daughters Asma Begum, Ajmira Begum, Tajmira Bibi,

Khasmira Bibi as his only heirs and legal representatives who upon his death inherited and became the owners of the his entire part or share of and in the said Dag No. 3459.

- 1.8. By Sale Deed dated 05<sup>th</sup> October, 2015 and registered with the District Sub-Registrar-II Barasat, in Book No. I, Volume No. 1502-2015, Pages 36321 to 36355 Being No. 150203004 for the year 2015 the said Asma Begum, Ajmira Begum, Tajmira Bibi and Khasmira Bibi, for the consideration therein mentioned, sold to Kamal Verma All That portion containing an area of 2.48 Satak more or less out of and in the said Dag No. 3459, absolutely and forever.
- 1.9. The said Gholam Ali Baidya, a Mahomedan, died intestate leaving him surviving his only son Mosta Ali Baidya and two daughters Anjuman Khatun and Monoyara Khatun as his only heirs and legal representatives who upon his death inherited and became entitled to his entire part or share out of and in the said Dag No. 3459.
- 1.10. By Sale Deed dated 07<sup>th</sup> April, 2017 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 1502-2017, Pages 25854 to 25880 Being No. 150201053 for the year 2017 the said Mosta Ali Baidya, Anjuman Khatun and Monoyara Khatun, for the consideration therein mentioned, sold to Babulal Verma All That portion containing an area of 0.50 Satak more or less out of and in the said Dag No. 3459 absolutely and forever.
- 1.11. By Sale Deed dated 25<sup>th</sup> November, 2016 and registered with the District Sub-Registrar-II Barasat, in Book No. I, Volume No. 1502-2016, Pages 93967 to 93989 Being No. 150203778 for the year 2016 the said Shahid Ali Baidya, for the consideration therein mentioned, sold to Babulal Verma All That portion containing an area of 1.14 Satak more or less out of and in the said Dag No. 3459 absolutely and forever.
- 1.12. The said Babulal Verma, a Hindu died intestate on 14<sup>th</sup> February, 2021 leaving him surviving his two sons Ramesh Verma and Suresh Verma as his only heirs and legal representatives (wife of Babulal Verma Smt. Sumitra Devi Verma predeceased) who upon his death inherited and became entitled to his entire portion out of and in the said Dag No. 3459 absolutely.
- 1.13. The names of Suresh Verma, Ramesh Verma and Kamal Verma were recorded in the L.R. Records of Rights under L.R. Khatian Nos. 6514, 7585 and 21881.
- 1.14. By Sale Deed dated 15<sup>th</sup> March, 2023 and registered with the Additional District Sub-Registrar Bidhannagar, District North 24 Parganas, in Book No. I, Volume No. 1504-2023, Pages 23934 to 23960 Being No. 150400579 for the year 2023 the said Kamal Verma, for the consideration therein mentioned, sold to Radha Rani Jena All That his entire portion containing an area of 2.48 Satak more or less out of and in the said Dag No. 3459 absolutely and forever.
- 1.15. The said Suresh Verma, Ramesh Verma and Radha Rani Jena became the owners of the Dag 3459 Property with the said Suresh Verma (the Owner No. 3.1.5), owning 1.56 Satak, Ramesh Verma (the Owner No. 3.1.1) owning 1.56 Satak and Radha Rani Jena (the Owner No. 3.1.11) owning 2.56 Satak more or less.
2. **Re : Dag No. 4317 – Total Area in Dag 8 Satak, Subject Area– 8 Satak (“Dag 4317 Property”)**

- 2.1. One Subhasini Debi who was the sole and absolute owner of the Dag 4317 Property, died intestate as a Hindu leaving her surviving two sons Khagapati Ghosh and Nabapati Ghosh as her sole heirs and legal representatives who both upon her death inherited and became entitled to the Dag 4317 Property absolutely.
- 2.2. The said Khagapati Ghosh a Hindu died intestate leaving him surviving his wife Santi Sudha Ghosh and two sons Samir Ghosh and Chandan Ghosh as his only heirs and legal representatives who all upon his death inherited and became entitled to his entire part or share of and in the said Dag 4317 Property absolutely.
- 2.3. The said Nabapati Ghosh a Hindu died intestate leaving him surviving his wife Menoka Ghosh three sons Subrata Ghosh, Dilip Ghosh, Debabrata Ghosh and one daughter Swapna Ghosh as his only heirs and legal representatives who all upon his death inherited and became entitled to his entire part or share of and in the said Dag 4317 Property absolutely.
- 2.4. By Sale Deed dated 17<sup>th</sup> February, 1990 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 24, Pages 293 to 300 Being No. 1106 for the year 1990 the said Samir Ghosh, Chandan Ghosh, Shanti Sudha Ghosh, Menoka Ghosh, Subrata Ghosh, Dilip Ghosh, Debabrata Ghosh and Swapna Ghosh, for the consideration therein mentioned, sold to one Prasanna Kumar Gan and Samir Kumar Mullick All That portion containing an area of 5.76 Satak more or less out of and in the said Dag 4317 Property absolutely and forever.
- 2.5. By Sale Deed dated 17<sup>th</sup> February, 1990 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 24, Pages 301 to 308 Being No. 1107 for the year 1990 the said Samir Ghosh, Chandan Ghosh, Shanti Sudha Ghosh, Menoka Ghosh, Subrata Ghosh, Dilip Ghosh, Debabrata Ghosh and Swapna Ghosh, for the consideration therein mentioned, sold to one Namita Dey All That portion containing an area of 0.9 Satak more or less out of and in the said Dag 4317 Property absolutely and forever.
- 2.6. By Sale Deed dated 17<sup>th</sup> February, 1990 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 24, Pages 309 to 316 Being No. 1108 for the year 1990 the said Samir Ghosh, Chandan Ghosh, Shanti Sudha Ghosh, Menoka Ghosh, Subrata Ghosh, Dilip Ghosh, Debabrata Ghosh and Swapna Ghosh, for the consideration therein mentioned, sold to one Manimala Barman All That portion containing an area of 13 Chittacks or 1.34 Satak more or less out of and in the said Dag 4317 Property absolutely and forever.
- 2.7. By Sale Deed dated 05<sup>th</sup> July, 1991 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 105, Pages 345 to 348 Being No. 5834 for the year 1991 the said Samir Kumar Mullick, for the consideration therein mentioned, sold to one Prasanna Kumar Gan All That portion containing an area of 11 Chittacks more or less out of and in the said Dag 4317 Property absolutely and forever.
- 2.8. By Sale Deed dated 03<sup>rd</sup> August, 1994 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 115, Pages 157 to 164 Being No. 5337 for the year 1994 the said Prasanna Kumar Gan, for the consideration therein mentioned, sold to one Chandana Bose All That his entire portion containing an area of 11 Chittacks more or less out of and in the said Dag 4317 Property absolutely and forever.

- 2.9. By Sale Deed dated 05<sup>th</sup> September, 2006 and registered with the District Sub-Registrar-II Barasat in Book No. I, Volume No. 3, Pages 7912 to 7930 Being No. 2449 for the year 2007 the said Namita Dey, for the consideration therein mentioned, sold to the said Babulal Verma All That her entire portion containing an area of 09 Chittacks more or less out of and in the said Dag 4317 Property absolutely and forever.
- 2.10. By Sale Deed dated 08<sup>th</sup> September, 2006 and registered with the District Sub-Registrar-II Barasat in Book No. I, Volume No. 3, Pages 7931 to 7949 Being No. 2450 for the year 2007 the said Manimala Barman, for the consideration therein mentioned, sold to the said Babulal Verma All That her entire portion containing an area of 13 Chittacks more or less out of and in the said Dag 4317 Property absolutely and forever.
- 2.11. By Sale Deed dated 05<sup>th</sup> September, 2006 and registered with the District Sub-Registrar-II Barasat, in Book No. I, Volume No. 3, Pages 7950 to 7966 Being No. 2451 for the year 2007 the said Chandana Bose, for the consideration therein mentioned, sold to the said Babulal Verma All That her entire portion containing an area of 11 Chittacks more or less out of and in the said Dag 4317 Property absolutely and forever.
- 2.12. By Sale Deed dated 12<sup>th</sup> September, 2007 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 3, Pages 8003 to 8017 Being No. 2729 for the year 2008 the said Samir Mullick, for the consideration therein mentioned, sold to the said Babulal Verma All That his entire remaining portion containing an area of 02 Cottahs 13 Chittacks or 4.64 Satak more or less out of and in the said Dag 4317 Property absolutely and forever.
- 2.13. On the intestate death of the said Babulal Verma as aforesaid, his two sons the said Ramesh Verma and Suresh Verma inherited and became entitled to his entire portion out of and in the said Dag No. 4317 Property absolutely.
- 2.14. The names of Suresh Verma and Ramesh Verma were recorded in the L.R. Records of Rights under L.R. Khatian Nos. 6514 and 7585.
- 2.15. The said Suresh Verma and Ramesh Verma became the owners of the Dag 4317 Property with the said Suresh Verma (the Owner No. 3.1.5), owning 1.7 Satak and Ramesh Verma (the Owner No. 3.1.1) owning 6.3 Satak.
3. **Re : Dag No. 4318 – Total Area in Dag 10 Satak, Subject Area– 10 Satak (“Dag 4318 Property”)**
  - 3.1. By Sale Deed dated 04<sup>th</sup> June, 1991 and registered with the Additional District Sub-Registrar Bidhannagar in Book No. I, Volume No. 81, Pages 437 to 442 Being No. 4479 for the year 1991 one Kalicharan Ghosh, Shailendra Nath Ghosh and Balai Chandra Ghosh, for the consideration therein mentioned, sold to the said Namita Dey All That portion containing an area of 02 Cottahs or 3.3 Satak more or less out of and in the said Dag4318 Property absolutely and forever.
  - 3.2. By Sale Deed dated 04<sup>th</sup> June, 1991 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 81, Pages 407 to 412 Being No. 4475 for the year 1991 the said Kalicharan Ghosh, Shailendra Nath Ghosh and Balai Chandra Ghosh, for the consideration therein mentioned, sold to the said Manimala Barman All That portion containing an area of 02 Cottahs or 3.3 Satak more or less out of and in the said Dag 4318 Property absolutely and forever.

- 3.3. By Sale Deed dated 04<sup>th</sup> June, 1991 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 81, Pages 401 to 406 Being No. 4474 for the year 1991 the said Kalicharan Ghosh, Shailendra Nath Ghosh and Balai Chandra Ghosh, for the consideration therein mentioned, sold to the said Prasanna Kumar Gan All That portion containing an area of 02 Cottahs 01 Chittack or 3.4 Satak more or less out of and in the said Dag 4318 Property absolutely and forever.
- 3.4. By the said Sale Deed dated 03<sup>rd</sup> August, 1994 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 115, Pages 157 to 164 Being No. 5337 for the year 1994 the said Prasanna Kumar Gan, for the consideration therein mentioned, sold his respective share to the said Chandana Bose All That his entire portion containing an area of 02 Cottahs 01 Chittack more or less out of and in the said Dag 4318 Property absolutely and forever.
- 3.5. By the said Sale Deed dated 05<sup>th</sup> September, 2006 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 3, Pages 7912 to 7930 Being No. 2449 for the year 2007 the said Namita Dey, for the consideration therein mentioned, sold to the said Babulal Verma All That her entire portion containing an area of 02 Cottahs more or less out of and in the said Dag 4318 Property absolutely and forever.
- 3.6. By the said Sale Deed dated 08<sup>th</sup> September, 2006 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 3, Pages 7931 to 7949 Being No. 2450 for the year 2007 the said Manimala Barman, for the consideration therein mentioned, sold her share to the said Babulal Verma All That her entire portion containing 02 Cottahs more or less out of and in the said Dag 4318 Property, absolutely and forever.
- 3.7. By the said Sale Deed dated 05<sup>th</sup> September, 2006 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 3, Pages 7950 to 7966 Being No. 2451 for the year 2007 the said Chandana Bose, for the consideration therein mentioned, sold her share to Babulal Verma All That her entire portion containing 02 Cottahs 01 Chittack Satak more or less out of and in the said Dag 4318 Property, absolutely and forever.
- 3.8. On the intestate death of the said Babulal Verma as aforesaid, his two sons the said Ramesh Verma and Suresh Verma inherited and became entitled to his entire portion out of and in the said Dag 4318 Property absolutely.
- 3.9. The names of Suresh Verma and Ramesh Verma were recorded in the L.R. Records of Rights under L.R. Khatian Nos. 6514 and 7585.
- 3.10. The said Suresh Verma and Ramesh Verma became the owners of the Dag 4318 Property with the said Suresh Verma (the Owner No. 3.1.5), owning 5 Satak and Ramesh Verma (the Owner No. 3.1.1) owning 5 Satak.
4. **Re : Dag No. 4319 – Total Area in Dag 51 Satak, Subject Area –51 Satak ("Dag 4319 Property")**
  - 4.1. One Babur Ali Mondal, a Mohamedan died intestate leaving him surviving his only son Abdul Latif Mondal as his only heir and legal representative who upon his death inherited and became entitled to his entire part or share of and in the said Dag No. 4319.
  - 4.2. One Echahak Mondal, a Mohamedan died intestate leaving him surviving his wife Noorjahan Bibi and 2 sons Mostakim Mondal and Mostabir Mondal as his only heirs and

legal representatives who upon his death inherited and became entitled to his entire part or share of and in the said Dag No. 4319.

- 4.3. By Sale Deed dated 20<sup>th</sup> June, 2007 and registered with the District Sub-Registrar- II Barasat in Book No. I, Volume No. 13, Pages 5881 to 5897 Being No. 07056 for the year 2007 the said Abdul Latif Mondal, Noorjahan Bibi, Mostakim Mondal and Mostabir Mondal for the consideration therein mentioned, sold to one Shakila Bibi All That portion containing an area of 16 Satak more or less out of and in the said Dag No. 4319 absolutely and forever.
- 4.4. By a Deed of Gift dated 30<sup>th</sup> November, 2016 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 1502-2016, Pages 94668 to 94687 Being No. 150203808 for the year 2016 the said Sakila Bibi conveyed and transferred, by way of gift, to her son Sujan Mondal All That portion containing an area of 8.25 satak more or less out of and in the said Dag No. 4319 absolutely and forever.
- 4.5. By Sale Deed dated 05<sup>th</sup> February, 1968 and registered with the Sub-Registrar Cossipore Dum Dum, in Book No. I, Volume No. 22, Pages 71 to 73 Being No. 862 for the year 1968 one Muchhak Mondal and Yachhin Mondal, for the consideration therein mentioned, sold to one Tarak Nath Pal All That portion containing an area of 14 Satak more or less out of and in the said Dag No. 4319 absolutely and forever.
- 4.6. By Sale Deed dated 18<sup>th</sup> June, 1976 and registered with the Sub-Registrar Cossipore Dum Dum, in Book No. I, Volume No. 69, Pages 257 to 269 Being No. 4093 for the year 1976 the said Tarak Nath Pal, for the consideration therein mentioned, sold to Kishore Kumar Ghosh All That his entire portion containing an area of 14 Satak more or less out of and in the said Dag No. 4319 absolutely and forever.
- 4.7. By three Deeds of Sale the said Kishore Kumar Ghosh, for the consideration therein respectively mentioned sold his entire portion containing an area of 0.14 Satak more or less out of and in the said Dag No. 4319 absolutely and forever as follows:-
  - 4.7.1. By Deed dated 06<sup>th</sup> April, 1994 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 39, Pages 397 to 404, Being No. 1733 for the year 1994, Sanowar Mal Sharma was sold All That portion containing an area of 7.97 Satak more or less.
  - 4.7.2. By Deed dated 06<sup>th</sup> April, 1994 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 40, Pages 1 to 11, Being No. 1734 for the year 1994, Bablu Roy Choudhury, Ashim Kumar Dey, Madan Lal Saraf and Md. Noimuddin were sold All That portion containing an area of 4.49 Satak more or less.
  - 4.7.3. By Deed dated 09<sup>th</sup> April, 2013 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 19, Pages 1552 to 1569 Being No. 05055 for the year 2013 Suresh Verma was sold All That the remaining portion.
- 4.8. By Sale Deed dated 28<sup>th</sup> December, 2007 and registered with the Additional District Sub-Registrar Bidhannagar in Book No. I, Volume No. 6, Pages 6600 to 6614 Being No. 07300 for the year 2007 the said Sanowar Mal Sharma, for the consideration therein mentioned, sold to Sumitra Devi Verma All That his entire portion containing an area of 7.97 Satak more or less out of and in the said Dag No. 4319 absolutely and forever.

- 4.9. By Sale Deed dated 24<sup>th</sup> March, 2008 and registered with the Additional District Sub-Registrar Bidhannagar in Book No. I, Volume No. 4, Pages 7612 to 7626 Being No. 03856 for the year 2008 the said Bablu Roy Choudhury, Ashim Kumar Dey, Madan Lal Saraf and Md. Noimuddin, for the consideration therein mentioned, sold to the said Babulal Verma All That their entire portion containing an area of 4.49 Satak more or less out of and in the said Dag No. 4319 absolutely and forever.
- 4.10. One Bakku Mondal, a Mohamedan died intestate leaving him surviving his only son Rahim Box Mondal and 2 wives Mosammat Hurannecha Bibi and Mosammat Jobeda Bibi as his only heirs and legal representatives who upon his death inherited and became the owner of his entire part or share of and in the said Dag No. 4319.
- 4.11. By Sale Deed dated 01<sup>st</sup> November, 1961 registered with the Sub-Registrar Cossipore Dum Dum, in Book No. I, Volume No. 113, Pages 284 to 288 Being No. 8288 for the year 1961 the said Rahim Box Mondal, Mosammat Hurannecha Bibi and Mosammat Jobeda Bibi, for the consideration therein mentioned, sold to Hazi Jahur Ali Mondal All That portion containing an area of 36 Satak more or less out of and in the said Dag No. 4319 absolutely and forever.
- 4.12. By Sale Deed dated 11<sup>th</sup> March, 1963 registered with the Sub-Registrar Cossipore Dum Dum, in Book No. I, Volume No. 32, Pages 175 to 176 Being No. 1911 for the year 1963 the said Hazi Jahur Ali Mondal, for the consideration therein mentioned, sold to one Abdul Rahim Biswas All That portion containing an area of 16.5 Satak more or less out of and in the said Dag No. 4319 absolutely and forever.
- 4.13. By Sale Deed dated 12<sup>th</sup> November, 1968 registered with the Sub-Registrar Cossipore Dum Dum, in Book No. I, Volume No. 118, Pages 34 to 37 Being No. 8120 for the year 1968 the said Abdul Rahim Biswas, for the consideration therein mentioned, sold to one Anil Kumar Ghosh and Sachindra Nath Ghosh All That portion containing an area of 16.5 Satak more or less out of and in the said Dag No. 4319 absolutely and forever.
- 4.14. By Sale Deed dated 12<sup>th</sup> November, 1968 registered with the Sub-Registrar Cossipore Dum Dum, in Book No. I, Volume No. 119, Pages 49 to 51 Being No. 8125 for the year 1968 the said Hazi Jahur Ali Mondal, for the consideration therein mentioned, sold to Anil Kumar Ghosh and Sachindra Nath Ghosh All That his entire remaining portion containing an area of 19.5 Satak more or less out of and in the said Dag No. 4319 absolutely and forever.
- 4.15. The said Anil Kumar Ghosh, a Hindu died intestate leaving him surviving his wife Smt. Manjuri Ghosh, 2 sons Ashoke Kumar Ghosh, Kishore Kumar Ghosh and 2 daughters Sikha Ghosh and Dipali Ghosh as his only heirs and legal representatives who all upon his death inherited and became the owners of his entire part or share of and in the said Dag No. 4319.
- 4.16. By Sale Deed dated 15<sup>th</sup> June, 2007 and registered with the District Sub-Registrar- II Barasat in Book No. I, Volume No. 7, Pages 10262 to 10280 Being No. 05901 for the year 2008 the said Sachindra Nath Ghosh, Manjuri Ghosh, Ashoke Kumar Ghosh, Kishore Kumar Ghosh, Sikha Ghosh and Dipali Ghosh, for the consideration therein mentioned, sold to Suresh Verma (the Owner No. 3.1.5 hereto) All That portion containing an area of 20 Satak more or less out of and in the said Dag No. 4319 absolutely and forever.

- 4.17. One Jahidan Bibi alias Jahida Bibi, a Mohamedan died intestate on 13<sup>th</sup> April, 1994 leaving her surviving her two sons Adbul Kalam, Abdul Chalam and 5 daughters AMBIYA Bibi, Aflia Bibi, Rabiya Bibi, Hamida Bibi and Sahida Bibi as her only heirs and legal representatives who upon her death inherited and became the owners of her entire part or share of and in the said Dag No. 4319.
- 4.18. The said Sahida Bibi, a Mohamedan died intestate 13<sup>th</sup> August, 2012 leaving her surviving her husband Abdur Rahaman and her only son Md. Shamin Alam as her only heir and legal representatives who upon her death inherited and became the owners of her entire part or share of and in the said Dag No. 4319.
- 4.19. By Sale Deed dated 02<sup>nd</sup> August, 2013 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 38, Pages 4436 to 4452 Being No. 10673 for the year 2013 Adbul Kalam, Abdul Chalam, AMBIYA Bibi, Aflia Bibi, Rabiya Bibi, Hamida Bibi and Md. Shamin Alam, for the consideration therein mentioned, sold jointly their respective shares to Suresh Verma All That portion containing an area of 1 Satak more or less out of and in the said Dag No. 4319 absolutely and forever.
- 4.20. One Amena Bibi, a Mohamedan died intestate leaving her surviving her 1 son Mostakin Mondal and 1 daughter Nurnehar Bibi as her only heirs and legal representatives who upon her death inherited and became entitled to her entire part or share of and in the said Dag No. 4319.
- 4.21. By Sale Deed dated 16<sup>th</sup> July, 2014 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 9, Pages 4205 to 4220 Being No. 04148 for the year 2014 the said Mostakin Mondal and Nurnehar Bibi, for the consideration therein mentioned, sold jointly their respective shares to Babulal Verma All their entire portion containing an area of 0.77 Satak more or less out of and in in the said Dag No. 4319 absolutely and forever.
- 4.22. The said Sumitra Devi Verma, a Hindu died intestate leaving her surviving her husband Babulal Verma and two sons Ramesh Verma and Suresh Verma as her only heirs and legal representatives who upon her death inherited and became entitled to her entire part or share out of and in the said Dag No. 4319 absolutely.
- 4.23. On the intestate death of the said Babulal Verma as aforesaid his two sons Ramesh Verma and Suresh Verma inherited and became entitled to his entire portion out of and in the said Dag No. 4319 absolutely.
- 4.24. The names of Sakila Bibi, Sujan Mondal, Suresh Verma and Ramesh Verma were recorded in the L.R. Records of Rights under L.R. Khatian Nos. 6502, 25311, 6514 and 7585.
- 4.25. The said Sakila Bibi, Sujan Mondal Suresh Verma and Ramesh Verma became the owners of the Dag 4319 Property with the said Sakila Bibi (the Owner No. 3.1.8), owning 7.75 Satak, Sujan Mondal (the Owner No. 3.1.10) owning 8.25 Satak, Suresh Verma (the Owner No. 3.1.5), owning 29.4 Satak and Ramesh Verma (the Owner No. 3.1.1) owning 5.6 Satak.
- 4.26. A demarcated portion measuring 06 Chittacks 35 square feet more or less of the said Dag No. 4319 was gifted to the Bidhannagar Municipal Corporation by Deed of Gift dated 13<sup>th</sup> September, 2024 and registered with Additional Registrar of Assurances- II, Kolkata

in Book I Volume No. 1902-2024, Pages 641213 to 641230, Being No. 190210965 for the year 2024.

5. **Re : Dag No. 4320 – Total Area in Dag 24 Satak, Subject Area– 13.22 Satak (“Dag 4320 Property”)**
  - 5.1. One Mujit Ali Mondal was the sole and absolute owner of the said Dag No. 4320.
  - 5.2. By Sale Deed dated 11<sup>th</sup> January, 2008 and registered with the Additional District Sub-Registrar Bidhannagar in Book No. I, Volume No. 1, Pages 6812 to 6823 Being No. 00356 for the year 2008 the said Mujit Ali Mondal, for the consideration therein mentioned, sold to Mukul Sheikh and Jolekha Bibi All That portion containing an area of 2.47 Satak more or less out of and in the said Dag No. 4320 absolutely and forever.
  - 5.3. By Sale Deed dated 17<sup>th</sup> July, 2014 and registered with the District Sub-Registrar- II Barasat in Book No. I, Volume No. 9, Pages 4783 to 4797 Being No. 04181 for the year 2014 the said Mujit Ali Mondal, for the consideration therein mentioned, sold to Babulal Verma All That portion containing an area of 1.65 Satak more or less out of and in the said Dag No. 4320 absolutely and forever.
  - 5.4. By Sale Deed dated 28<sup>th</sup> November, 2014 and registered with the District Sub-Registrar- II Barasat in Book No. I, Volume No. 12, Pages 2855 to 2871 Being No. 05609 for the year 2014 the said Mukul Sheikh and Jolekha Bibi, for the consideration therein mentioned, sold jointly their respective shares to Babulal Verma All That their entire portion containing an area of 2.47 Satak more or less out of and in the said Dag No. 4320 absolutely and forever.
  - 5.5. The said Mujit Ali Mondal, a Mohamedan died intestate on 18<sup>th</sup> April, 2017 leaving him surviving his wife Moharram Bibi, 2 sons Kutub Ali Mondal, Ketab Ali Mondal and 3 daughters Asma Bibi, Chaima Bibi and Najima Bibi as his only heirs and legal representatives who upon his death inherited and became entitled to his entire remaining part or share out of and in the said Dag No. 4320.
  - 5.6. By Sale Deed dated 13<sup>th</sup> December, 2017 and registered with the District Sub-Registrar- II Barasat in Book No. I, Volume No. 1502-2018, Pages 9424 to 9448 Being No. 362 for the year 2018 the said Kutub Ali Mondal, Ketab Ali Mondal, for the consideration therein mentioned, sold jointly their respective shares to Sneha Verma All That portion containing an area of 3.3 Satak more or less out of and in the said Dag No. 4320 absolutely and forever.
  - 5.7. By Sale Deed dated 17<sup>th</sup> July, 2020 and registered with the Additional Registrar of Assurances- II, Kolkata in Book No. I, Volume No. 1902-2020, Pages 78107 to 78146 Being No. 190201932 for the year 2020 the said Asma Bibi, Chaima Bibi and Najima Bibi, for the consideration therein mentioned, sold to Babulal Verma All That portion containing an area of 5.78 Satak more or less out of and in the said Dag No. 4320 absolutely and forever.
  - 5.8. On the intestate death of the said Babulal Verma as aforesaid, the said Ramesh Verma and Suresh Verma inherited and became entitled to his entire portion out of and in the said Dag No. 4320 absolutely.

- 5.9. The names of Suresh Verma, Ramesh Verma and Sneha Verma are recorded in the L.R. Records of Rights under L.R. Khatian Nos. 6514, 7585 and 24718.
- 5.10. The said Suresh Verma, Ramesh Verma and Sneha Verma became the owners of the Dag 4320 Property with the said Suresh Verma (the Owner No. 3.1.5), owning 4.96 Satak, Ramesh Verma (the Owner No. 3.1.1) owning 4.96 Satak and Sneha Verma (the Owner No. 3.1.7) owning 3.3 Satak more or less.
6. **Re : Dag No. 4322– Total Area in Dag 41 Satak, Subject Area 22.54 Satak ("Dag 4322 Property")**
- 6.1. Jitendra Nath Ghosh, Jagat Chandra Ghosh, Sanat Kumar Ghosh, Krishnapada Ghosh and Smt. Karuna Ghosh were the absolute owners of the entire Dag No. 4322.
- 6.2. The said Jitendra Nath Ghosh, a Hindu died intestate leaving him surviving his 2 sons Phani Bhushan Ghosh, Moni Mohan Ghosh and 2 daughters Smt. Tapa Rani Paul and Smt. Kheyani Ghosh as his only heirs and legal representatives who upon his death inherited and became entitled to his entire portion out of and in the said Dag No. 4322 absolutely.
- 6.3. The said Krishnapada Ghosh, a Hindu died intestate leaving him surviving his 3 sons Banamali Ghosh, Sanat Ghosh, Sukumar Ghosh and 3 daughters Menoka Belundi, Dipali Ghosh and Panchirani Ghosh as his only heirs and legal representatives who upon his death inherited and became entitled to his entire portion out of and in the said Dag No. 4322 absolutely.
- 6.4. By Deed of Partition dated 30<sup>th</sup> August, 1988 and registered with the Sub-Registry office Bidhannagar, in Book I, Volume No. 156, Pages 1 to 30 Being No. 7687 for the year 1988 the said Jagat Chandra Ghosh was allotted 20.5 Satak, the said legal heirs of Jitendra Nath Ghosh were allotted 10.5 Satak and the said legal heirs of Krishnapada Ghosh were allotted 10.5 Satak comprising the entirety of the said Dag No. 4322.
- 6.5. By Sale Deed dated 11<sup>th</sup> March, 1992 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 49, Pages 199 to 206 Being No. 2530 for the year 1992 the said Tapa Rani Paul, for the consideration therein mentioned, sold to Biswanath Ghosh and Shankar Ghosh All That her entire portion out of and in the said Dag No. 4322 absolutely and forever.
- 6.6. By Sale Deed dated 01<sup>st</sup> February, 1994 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 19, Pages 135 to 140 Being No. 784 for the year 1994 the said Khayani Ghosh, for the consideration therein mentioned, sold to Biswanath Ghosh and Shankar Ghosh All That her entire portion out of and in the said Dag No. 4322 absolutely and forever.
- 6.7. The said Phani Bhusan Ghosh, a Hindu died intestate on 31<sup>st</sup> January, 2008 leaving him surviving his 1 son Shankar Ghosh and 1 daughter Chaya Rani Neogi (Ghosh) as his as his only heirs and legal representatives who upon his death inherited and became entitled to his entire portion out of and in the said Dag No. 4322 absolutely.
- 6.8. By Sale Deed dated 20<sup>th</sup> August, 2009 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 5, Pages 5815 to 5826 Being No. 05247 for the year 2009 the said Menoka Belundi and Dipali Ghosh, for the consideration therein

mentioned, sold to the said Suresh Verma All That their entire portion out of and in the said Dag No. 4322 absolutely and forever.

- 6.9. By Sale Deed dated 13<sup>th</sup> February, 2010 and registered with the District Sub-Registrar-II Barasat, in Book No. I, Volume No. 46, Pages 614 to 629 Being No. 13263 for the year 2010 the said Panchirani Ghosh alias Renuka Ghosh, for the consideration therein mentioned, sold to the said Babulal Verma All That her entire portion out of and in the said Dag No. 4322 absolutely and forever.
- 6.10. By Sale Deed dated 03<sup>rd</sup> August, 2011 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 35, Pages 254 to 269 Being No. 10631 for the year 2011 the said Banamali Ghosh and Sukumar Ghosh, for the consideration therein mentioned, sold to the said Babulal Verma All That portion of land containing an area of 4 Satak more or less out of and in the said Dag No. 4322 absolutely and forever.
- 6.11. By Sale Deed dated 17<sup>th</sup> August, 2011 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 37, Pages 1179 to 1194 Being No. 11256 for the year 2011 the said Chaya Rani Neogi (Ghosh), for the consideration therein mentioned, sold to the said Babulal Verma All That her entire portion out of and in the said Dag No. 4322 absolutely and forever.
- 6.12. By Sale Deed dated 18<sup>th</sup> January, 2012 and registered with the District Sub-Registrar-II Barasat, in Book No. I, Volume No. 3, Pages 1004 to 1024 Being No. 00709 for the year 2012 the said Sanat Ghosh, for the consideration therein mentioned, sold to the said Babulal Verma All That his entire portion out of and in the said Dag No. 4322 absolutely and forever.
- 6.13. By Sale Deed dated 22<sup>nd</sup> January, 2013 and registered with the District Sub-Registrar-II Barasat, in Book No. I, Volume No. 4, Pages 1960 to 1981 Being No. 00907 for the year 2013 the said Shankar Ghosh, for the consideration therein mentioned, sold to the said Suresh Verma All That portion of land containing an area of 1.92 Satak more or less out of and in the said Dag No. 4322 absolutely and forever.
- 6.14. By Sale Deed dated 22<sup>nd</sup> January, 2013 and registered with the District Sub-Registrar-II Barasat, in Book No. I, Volume No. 4, Pages 1982 to 2003 Being No. 00908 for the year 2013 the said Shankar Ghosh, for the consideration therein mentioned, sold to the said Ramesh Verma All That his entire remaining portion out of and in the said Dag No. 4322 absolutely and forever.
- 6.15. By Sale Deed dated 15<sup>th</sup> November, 2007 and registered with the Additonal District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 11, Pages 11897 to 11916 Being No. 10812 for the year 2009 the said Biswanath Ghosh, for the consideration therein mentioned, sold to Md. Ismail Mondal All That portion of land containing an area of 01 Cottahs 08 Chittacks or 2.48 Satak more or less out of and in the said Dag No. 4322 absolutely and forever.
- 6.16. By Sale Deed dated 07<sup>th</sup> December, 2009 and registered with the District Sub-Registrar-II Barasat, in Book No. I, Volume No. 7, Pages 2903 to 2915 Being No. 02226 for the year 2011 the said Md. Ismail Mondal, for the consideration therein mentioned, sold to Babulal Verma All That his entire portion out of and in the said Dag No. 4322 absolutely and forever.

- 6.17. By a By Deed of Gift dated 23<sup>rd</sup> February, 2011 and registered with Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 4, Pages 9594 to 9606 Being No. 02256 for the year 2011, the said Monimohan Ghosh granted conveyed and transferred, by way of gift, to Ajoy Ghosh All That his entire portion out of and in the said Dag No. 4322 absolutely and forever.
- 6.18. By Sale Deed dated 21<sup>st</sup> April, 2016 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 1502-2016, Pages 36687 to 36715 Being No. 150201510 for the year 2016 the said Ajoy Ghosh, for the consideration therein mentioned, sold to Deepmala Verma All That his entire portion out of and in the said Dag No. 4322 absolutely and forever.
- 6.19. By Sale Deed dated 01<sup>st</sup> August, 2019 and registered with the Additional Registrar of Assurances- III, Kolkata in Book No. I, Volume No. 1903-2019, Pages 162254 to 162275 Being No. 190303901 for the year 2019 the said Sukumar Ghosh, for the consideration therein mentioned, sold to the said Babulal Verma All That portion of land containing an area of 1 Satak more or less in the said Dag No. 4322 absolutely and forever.
- 6.20. On the intestate death of the said Babulal Verma as aforesaid, the said Ramesh Verma and Suresh Verma inherited and became entitled to his entire portion out of and in the said Dag No. 4322 absolutely.
- 6.21. The names of Suresh Verma, Ramesh Verma and Deepmala Verma were recorded in the L.R. Records of Rights under L.R. Khatian Nos. 6514, 7585, 25721, 25720 and 21753.
- 6.22. The said Suresh Verma, Ramesh Verma and Sneha Verma became the owners of the Dag 4322 Property with the said Suresh Verma (the Owner No. 3.1.5), owning 11.675 Satak, Ramesh Verma (the Owner No. 3.1.1) owning 8.265 Satak and Deepmala Verma (the Owner No. 3.1.2) owning 2.60 Satak more or less.
7. **Re : Dag No. 4325 – Total Area in Dag 26 Satak, Subject Area – 3 Satak (“Dag 4325 Property”)**
- 7.1. By Sale Deed dated 23<sup>rd</sup> October, 1992 and registered with the Additional District Sub-Registrar Bidhannagar in Book No. I, Volume No. 205, Pages 79 to 92 Being No. 9391 for the year 1992 one Noornehar Bibi, Kohinoor Bibi, Mayanoor Nehar Khatoon, Noorjahan Khatoon, for the consideration therein mentioned, sold to Kanij Fatema All That portion containing an area of 8 Satak more or less out of and in the said Dag No. 4325 absolutely and forever.
- 7.2. By Sale Deed dated 23<sup>rd</sup> October, 1992 and registered with the Additional District Sub-Registrar Bidhannagar in Book No. I, Volume No. 205, Pages 93 to 102 Being No. 9392 for the year 1992 one Amirjaan Bibi, for the consideration therein mentioned, sold to Shahidul Islam All That portion containing an area of 5 Satak more or less out of and in the said Dag No. 4325 absolutely and forever.
- 7.3. By Sale Deed dated 22<sup>nd</sup> May, 2012 and registered with the District Sub-Registrar- II Barasat in Book No. I, Volume No. 24, Pages 89 to 105 Being No. 07532 for the year 2012 the said Shahidul Islam and Kanij Fatema, for the consideration therein mentioned, sold to Pratik Verma All That their entire portions containing an area of 13 Satak more or less out of and in the said Dag No. 4325 absolutely and forever.

- 7.4. One Sk. Gholam Kasem , a Mohamedan died intestate leaving him surviving his son Sk. Nurul Amin as his only heir and legal representative who upon his death inherited and became entitled to his portion out of and in the said Dag No. 4325.
- 7.5. By Sale Deed dated 29<sup>th</sup> June, 2011 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 14, Pages 7066 to 7076 Being No. 07318 for the year 2011 the said Sk. Nurul Amin, for the consideration therein mentioned, sold to Shyamashree Debnath All That portion containing an area of 2.43 Satak more or less out of and in the said Dag No. 4325 absolutely and forever.
- 7.6. By Sale Deed dated 02<sup>nd</sup> August, 2013 and registered with the District Sub-Registrar- II Barasat in Book No. I, Volume No. 39, Pages 1410 to 1426 Being No. 10779 for the year 2013 the said Shyamashree Debnath, for the consideration therein mentioned, sold to the said Babulal Verma All That her entire portion containing an area of 2.43 Satak more or less out of and in the said Dag No. 4325 absolutely and forever.
- 7.7. On the intestate death of the said Babulal Verma as aforesaid, the said Ramesh Verma and Suresh Verma inherited and became entitled to his entire portion out of and in the said Dag No. 4325 absolutely.
- 7.8. The name of Pratik Verma was recorded in the L.R. Records of Rights under L.R. Khatian No. 7586.
- 7.9. The said Pratik Verma (the Owner No. 3.1.6) owns 13 Satak more or less and the said Ramesh Verma (the Owner No. 3.1.1) and Suresh Verma (the Owner No. 3.1.5) own 2.43 Satak more or less out of and in the said Dag No. 4325 out of which the said Pratik Verma intends to include 3 Satak portion on the northern side of the said Dag No. 4325 in the Subject Property.

**8. Re : Dag No. 4326 – Total Area in Dag 26 Satak, Subject Area – 3 Satak ("Dag 4326 Property")**

- 8.1. One Mokshed Ali Midda was the sole and absolute owner of the said Dag No. 4326.
- 8.2. The said Mokshed Ali Midda, a Mohamedan died intestate leaving him surviving his 1 son Jabed Ali Midda and 6 daughters Jamila Molla alias Jamila Bibi, Noorjahan Bibi, Arajan Bibi, Saharjan Bibi, Mariyan Bibi and Baharjan as his only heirs and legal representatives who upon his death inherited and became entitled to the said Dag No. 4326.
- 8.3. By Sale Deed dated 07<sup>th</sup> August, 2012 and registered with the District Sub-Registrar- II Barasat in Book No. I, Volume No. 40, Pages 2103 to 2121 Being No. 12098 for the year 2012 the said Jabed Ali Midda, Jamila Molla alias Jamila Bibi, Noorjahan Bibi, Arajan Bibi, for the consideration therein mentioned, sold to the said Ramesh Verma All That portion containing an area of 6.5 Satak more or less out of and in the said Dag No. 4326 absolutely and forever.
- 8.4. By Sale Deed dated 07<sup>th</sup> August, 2012 and registered with the District Sub-Registrar- II Barasat in Book No. I, Volume No. 40, Pages 2122 to 2140 Being No. 12099 for the year 2012 Jabed Ali Midda, Jamila Molla alias Jamila Bibi, Noorjahan Bibi, Arajan Bibi, for the consideration therein mentioned, sold to the said Ramesh Verma All That portion

containing an area of 6.5 Satak more or less out of and in the said Dag No. 4326 absolutely and forever.

- 8.5. By Sale Deed dated 31<sup>st</sup> March, 2015 and registered with the District Sub-Registrar- II Barasat in Book No. I, Volume No. 3, Pages 1 to 18 Being No. 01090 for the year 2015 the said Mariyan Bibi, for the consideration therein mentioned, sold to Sneha Verma All That portion containing an area of 3.25 Satak more or less out of and in the said Dag No. 4326 absolutely and forever.
- 8.6. The names of Ramesh Verma and Sneha Verma were recorded in the L.R. Records of Rights under L.R. Khatian Nos. 7585 and 21292.
- 8.7. The said Ramesh Verma and Sneha Verma became the owners of the Dag 4326 Property with the said Ramesh Verma (the Owner No. 3.1.1) owning 13 Satak and Sneha Verma (the Owner No. 3.1.7) owning 3.25 Satak more or less out of which they intend to include 3 Sataks portion on the northern side of the said Dag No. 4325 in the Subject Property.
9. **Re : Dag No. 4327 – Total Area in Dag 29 Satak, Subject Area – 3.08 Satak ("Dag 4327 Property")**
  - 9.1. One Abdul Chattar Midda, a Mohamedan died intestate on or about 1964 leaving him surviving his wife Amena Bibi, 6 sons Abdul Gaffar Midda, Abdul Bari Midda, Abdul Hamid Midda, Abdul Mujit Midda, Abdul Aziz Midda, Abdul Wazed Midda and 3 daughters Rabiya Bibi, Jamila Bibi and Rahima Bibi as his only heirs and legal representatives who upon his death inherited and became entitled to the said Dag No. 4327.
  - 9.2. By Sale Deed dated 23<sup>rd</sup> February, 1981 and registered with the Sub-Registrar Cossipore Dum Dum, District North 24 Parganas in Book No. I, Volume No. 30, Pages 224 to 226 Being No. 1557 for the year 1981 Abdul Gaffar Midda, Abdul Bari Midda, Abdul Hamid Midda, Abdul Mujit Midda, Abdul Aziz Midda and Abdul Wazed Midda, for the consideration therein mentioned, sold to Abdul Rahim Midda, Abdul Rahaman Midda and Abdul Rafique Midda All That portion containing an area of 17 Sataks more or less out of and in the said Dag No. 4327 absolutely and forever.
  - 9.3. By Sale Deed dated 14<sup>th</sup> August, 1985 and registered with the Additional District Sub-Registrar Bidhannagar in Book No. I, Volume No. 117, Pages 103 to 108 Being No. 6230 for the year 1985 the said Abdul Rahim Midda, Abdul Rahaman Midda and Abdul Rafique Midda, for the consideration therein mentioned, sold to Sheikh Rashid and Apu Paul All That portion containing an area of 9.91 Satak more or less out of and in the said Dag No. 4327 absolutely and forever.
  - 9.4. By Sale Deed dated 24<sup>th</sup> June, 1988 and registered with the Additional District Sub-Registrar Bidhannagar in Book No. I, Volume No. 108, Pages 57 to 62 Being No. 5327 for the year 1988 the said Apu Paul, for the consideration therein mentioned, sold to Sheikh Rashid All That his entire portion out of and in the said Dag No. 4327 absolutely and forever.
  - 9.5. By Sale Deed dated 01<sup>st</sup> August, 1990 and registered with the Additional District Sub-Registrar Bidhannagar in Book No. I, Volume No. 127, Pages 439 to 446 Being No. 5373 for the year 1990 the said Sheikh Rashid, for the consideration therein mentioned, sold

to Parijan Bibi and Motaleb Mondal All That his entire portion out of and in the said Dag No. 4327 absolutely and forever.

- 9.6. The said Motaleb Mondal, a Mohamedan died intestate on 18<sup>th</sup> September, 1998 leaving him surviving his wife Parijan Bibi, 5 sons Nasiruddin Mondal, Hasanuddin Mondal, Moniruddin Mondal, Tajuddin Mondal, Rajuddin Mondal and 2 daughters Farida Bibi and Fajila Bibi as his only heirs and legal representatives who upon his death inherited and became entitled to his entire portion of the said Dag No. 4327.
- 9.7. The said Abdul Bari Midda, a Mohamedan died intestate on 22<sup>nd</sup> October, 1993 leaving him surviving his wife Khodaja Bibi Midda, three sons Arif Midda, Sarifuddin Midda alias Sarifuddin Midda, Amir Ali Midda and 2 daughters Tajmira Bibi and Ajmira Bibi as his only heirs and legal representatives who upon his death inherited and became entitled to his entire part or share of the said Dag No. 4327.
- 9.8. The said Abdul Hamid Midda, a Mohamedan died intestate on 27<sup>th</sup> May, 2001 leaving him surviving his wife Rabia Bibi, 4 sons Abdul Razzak Itirdda, Md. Ishak Midda alias Asha Haque Midda alias Ashahaque Midda, Ansar Midda, Ajgar Midda and 4 daughters Rajiya Molla alias Raziya Bibi, Sufiya Bibi alias Sufra Bibi, Firoja Begum alias Riroja Begum and Tanujan Bibi as his only heirs and legal representatives who upon his death inherited and became entitled to his entire part or share of the said Dag No. 4327.
- 9.9. The said Amena Bibi, a Mohamedan died intestate on 03<sup>rd</sup> April, 2003 leaving him surviving her 6 sons Abdul Gafar Mida alias Abdul Gaffer Midda, Abdul Hamid Midda, Abdul Bari Midda, Abdul Mujit Midda, Abdul Ajiz Midda alias Abdul Azit Midda, Abdul Wazed Midda alias Abdul Oajed Midda and 3 daughters Rabia Bibi alias Rabiya Bibi alias Rakia Bibi, Jamila Khatun alias Jamila Molla alias Jamila Bibi and Rahima Bibi Mondal alias Rahima Bibi alias Rahima Khatun as her only heirs and legal representatives who upon her death inherited and became entitled to her entire part or share of and in the said Dag No. 4327.
- 9.10. The said Abdul Mujit Midda, a Mohamedan died intestate on 10<sup>th</sup> December, 2012 leaving him surviving his wife Lobeda Bibi and son Anowar Ali Midda as his only heirs and legal representatives who upon his death inherited and became entitled to his entire part or share of and in the said Dag No. 4327.
- 9.11. The said Anowar Ali Midda, a Mohamedan died intestate leaving him surviving his mother Lobeda Bibi and son Ashik Midda as his only heirs and legal representatives who upon his death inherited and became entitled to his entire part or share of and in the said Dag No. 4327.
- 9.12. By Sale Deed dated 10<sup>th</sup> July, 2012 and registered with the District Sub-Registrar- II Barasat in Book No. I, Volume No. 34, Pages 2124 to 2142 Being No. 10521 for the year 2012 Abdul Rahim Midda, Abdul Rahaman Midda and Abdul Rafique Midda, for the consideration therein mentioned, sold jointly their undivided respective shares to Verma Real Estate Private Limited All That portion containing an area of 5 Satak more or less in the said Dag No. 4327 absolutely and forever.
- 9.13. By Deed of Partition dated 21<sup>st</sup> June, 2013 and registered with the Additional District Sub-Registrar Bidhannagar in Book No. I, Volume No. 6, Pages 2324 to 2350 Being No. 01998 for the year 2013 the said Jobeda Bibi and Ashik Midda were allotted All That portion admeasuring 16 Sataks more or less out of and in R.S, Dag No. 4327.

- 9.14. By Sale Deed dated 15<sup>th</sup> July, 2016 and registered with the Additional District Sub-Registrar Bidhannagar in Book No. I, Volume No. 1504-2016, Pages 44434 to 44465 Being No. 150401229 for the year 2016 the said Parijan Bibi, Nasiruddin Mondal, Hasanuddin Mondal, Moniruddin Mondal, Tajuddin Mondal, Rajuddin Mondal, Farida Bibi and Fajila Bibi, for the consideration therein mentioned, sold to Sakila Bibi All That portion containing an area of 4.95 Satak more or less in the said Dag No. 4327 absolutely and forever.
- 9.15. By Sale Deed dated 18<sup>th</sup> July, 2016 and registered with the Additional District Sub-Registrar Bidhannagar in Book No. I, Volume No. 1504-2016, Pages 44827 to 44858 Being No. 150401240 for the year 2016 the said Parijan Bibi, Nasiruddin Mondal, Hasanuddin Mondal, Moniruddin Mondal, Tajuddin Mondal, Rajuddin Mondal, Farida Bibi and Fajila Bibi, for the consideration therein mentioned, sold to Sakila Bibi All That portion containing an area of 4.95 Satak more or less in the said Dag No. 4327 absolutely and forever.
- 9.16. By Sale Deed dated 13<sup>th</sup> February, 2017 and registered with the District Sub-Registrar-II Barasat in Book No. I, Volume No. 1502-2017, Pages 11036 to 11099 Being No. 150200416 for the year 2017 the said Jobeda Bibi and Ashik Midda, for the consideration therein mentioned, sold to Raunak Properties Private Limited and Keshav Rathi All That their entire portion of land containing an area of 16 Satak more or less in the said Dag No. 4327 absolutely and forever.
- 9.17. The names of Verma Real Estate Private Limited, Sakila Bibi, Raunak Properties Private Limited and Keshav Rathi were recorded in the L.R. Records of Rights under L.R. Khatian Nos. 8488, 22370, 22509 and 22508.
- 9.18. The said Verma Real Estate Private Limited, Sakila Bibi, Raunak Properties Private Limited and Keshav Rathi became the owners of the Dag 4327 Property and out of them the said Verma Real Estate Private Limited (the Owner No. 3.1.3) intends to include 3.08 Satak portion on the northern side of the said Dag No. 4327 in the Subject Property.
10. **Re : Dag No. 4328– Total Area in Dag 26 Satak, Subject Area– 4 Satak (“Dag 4328 Property”)**
- 10.1. On the intestate death of the said Abdul Chattar Midda as aforesaid, the said Amena Bibi, Abdul Gaffar Midda, Abdul Bari Midda, Abdul Hamid Midda, Abdul Mujit Midda, Abdul Aziz Midda, Abdul Wazed Midda, Rabiya Bibi, Jamila Bibi and Rahima Bibi inherited and became entitled to the said Dag No. 4328.
- 10.2. By Sale Deed dated 23<sup>rd</sup> February, 1981 and registered with the Sub-Registrar Cossipore Dum Dum, in Book No. I, Volume No. 33, Pages 207 to 210 Being No. 1558 for the year 1981 Abdul Gaffar Midda, Abdul Bari Midda, Abdul Hamid Midda, Abdul Mujit Midda, Abdul Aziz Midda and Abdul Wazed Midda for the consideration therein mentioned, sold to Abdul Wahad Midda All That portion containing an area of 16 Sataks out of and in the said Dag No. 4328 absolutely and forever.
- 10.3. The said Abdul Wahad Midda, a Mohamedan died intestate leaving him surviving his wife Ojida Bibi, 5 sons Abdul Ohab Midda, Abdul Mannan Midda, Abdul Hannan Midda, Abdul Samad Midda, Abdul Jabar Midda and 2 daughters Achiya Bibi and Ayesha Bibi as his only heirs and legal representatives who upon his death inherited and became entitled to his entire part or share of and in the said Dag No. 4328.

- 10.4. By Sale Deed dated 30<sup>th</sup> July, 2012 and registered with the District Sub-Registrar- II Barasat in Book No. I, Volume No. 39, Pages 3354 to 3378 Being No. 11902 for the year 2012 the said Ojida Bibi, Abdul Ohab Midda, Abdul Mannan Midda, Abdul Hannan Midda, Abdul Samad Midda, Abdul Jabar Midda, Achiya Bibi and Ayesha Bibi, for the consideration therein mentioned, sold to Verma Real Estate Private Limited All That portion containing an area of 6 Satak more or less in the said Dag No. 4328 absolutely and forever.
- 10.5. By Sale Deed dated 30<sup>th</sup> July, 2012 and registered with the District Sub-Registrar- II Barasat in Book No. I, Volume No. 39, Pages 3379 to 3398 Being No. 11903 for the year 2012 Ojida Bibi, Abdul Ohab Midda, Abdul Mannan Midda, Abdul Hannan Midda, Abdul Samad Midda, Abdul Jabar Midda, Achiya Bibi and Ayesha Bibi, for the consideration therein mentioned, sold to Verma Real Estate Private Limited All That portion containing an area of 5 Satak more or less out of and in the Dag 4328 Property, absolutely and forever.
- 10.6. By Sale Deed dated 30<sup>th</sup> July, 2012 and registered with the District Sub-Registrar- II Barasat in Book No. I, Volume No. 39, Pages 3399 to 3418 Being No. 11904 for the year 2012 Ojida Bibi, Abdul Ohab Midda, Abdul Mannan Midda, Abdul Hannan Midda, Abdul Samad Midda, Abdul Jabar Midda, Achiya Bibi and Ayesha Bibi, for the consideration therein mentioned, sold to Verma Real Estate Private Limited All That their remaining portion out of and in the Dag 4328 Property, absolutely and forever.
- 10.7. The facts about the death of the said Abdul Bari Midda, Abdul Hamid Midda, Amena Bibi, Abdul Mujit Midda and Anowar Ali Midda are stated above and their respective heirs inherited and became entitled to their respective part or shares of and in the Dag 4328 Property.
- 10.8. By the said Deed of Partition dated 21<sup>st</sup> June, 2013 and registered with the Additional District Sub-Registrar Bidhannagar in Book No. I, Volume No. 6, Pages 2324 to 2350 Being No. 01998 for the year 2013 the said Abdul Gafar Midda alias Abdul Gaffer Midda, Abdul Ajiz Midda alias Abdul Azit Midda, Abdul Wazed Midda alias Abdul Oajed Midda, Rabia Bibi alias Rabiya Bibi alias Rakia Bibi, Jamila Khatun alias Jamila Molla alias Jamila Bibi, Rahima Bibi Mondal alias Rahima Bibi alias Rahima Khatun, Rabia Bibi alias Mosa Rabia Begum (since deceased) Abdul Razzak Midda, Md. Ishak Midda alias Asha Haque Midda alias Ashahaque Midda, Ansar Midda, Ajgar Midda, Rajiya Molla alias Raziya Bibi, Sufiya Bibi alias Sufia Bibi, Firoja Begum alias Riroja Begum, Tanujan Bibi, Khodaja Bibi Midda, Arif Midda, Sarifuddin Midda alias Sarifuddin Midda, Amir Ali Midda, Tajmira Bibi, Ajmira Bibi were allotted all that portion admeasuring 6.14 Satak more or less out of and in the said Dag No. 4328 and the said Jobeda Bibi and Ashik Midda were allotted portion measuring 3.86 Sataks more or less out of and in the said Dag No. 4328.
- 10.9. By Sale Deed dated 26<sup>th</sup> June, 2014 and registered with the Additional District Sub-Registrar Bidhannagar in Book No. I, Volume No. 06, Pages 7743 to 7786 Being No. 01782 for the year 2014 the said Abdul Gafar Midda alias Abdul Gaffer Midda, Abdul Ajiz Midda alias Abdul Azit Midda, Abdul Wazed Midda alias Abdul Oajed Midda, Rabia Bibi alias Rabiya Bibi alias Rakia Bibi, Jamila Khatun alias Jamila Molla alias Jamila Bibi, Rahima Bibi Mondal alias Rahima Bibi alias Rahima Khatun, Rabia Bibi alias Mosa Rabia Begum (since deceased) Abdul Razzak Midda, Md. Ishak Midda alias Asha Haque Midda alias Ashahaque Midda, Ansar Midda, Ajgar Midda, Rajiya Molla alias Raziya Bibi, Sufiya Bibi alias Sufia Bibi, Firoja Begum alias Riroja Begum, Tanujan Bibi, Khodaja Bibi Midda, Arif Midda, Sarifuddin Midda alias Sarifuddin Midda, Amir Ali Midda, Tajmira Bibi, Ajmira

Bibi, for the consideration therein mentioned, sold to Greentouch Projects Ltd, Greentouch Tours and Travels Pvt Ltd, Greentouch Trading Private Limited, Esteem Financial Consultants Private Limited, Greentouch Financial Consultants Private Limited, Greentouch Educational Services Private Limited, Greentouch Computech Private Limited, Greentouch Entertainment Private Limited, Star Abasan Private Limited, Punit Abasan Private Limited, Yash Akriti Nirman Private Limited, Sumit Grih Nirman Private Limited, Mukul Shelter Private Limited, Rohit Infracon Private Limited, Param Realcon Private Limited, Kalpataru Infracon Private Limited All That their entire portion of land containing an area of 6.14 Satak more or less in the said Dag No. 4328 absolutely and forever.

- 10.10. By Sale Deed dated 13<sup>th</sup> February, 2017 and registered with the District Sub-Registrar-II Barasat in Book No. I, Volume No. 1502-2017, Pages 11036 to 11099 Being No. 150200416 for the year 2017 the said Jobeda Bibi and Ashik Midda, for the consideration therein mentioned, sold jointly their undivided respective shares to Raunak Properties Private Limited and Keshav Rathi All That their entire portion containing an area of 3.86 Satak more or less of and in the said Dag No. 4328 absolutely and forever.
- 10.11. By Sale Deed dated 08<sup>th</sup> June, 2017 and registered with the Additional Registrar of Assurances- IV, Kolkata, in Book No. I, Volume No. 1904-2017, Pages 200340 to 200415 Being No. 190405614 for the year 2017 the said Greentouch Projects Limited, Greentouch Tours and Travels Private Limited, Greentouch Trading Private Limited, Esteem Financial Consultants Private Limited, Greentouch Financial Consultants Private Limited, Greentouch Educational Services Private Limited, Greentouch Computech Private Limited, Greentouch Entertainment Private Limited, for the consideration therein mentioned, sold to Sushil Kumar Jhunjhunwala, Smt. Kiran Jhunjhunwala, Raunak Jhunjhunwala, Saurabh Jhunjhunwala, Sushil Kumar Jhunjhunwala (H.U.F.), Archita Jhunjhunwala and Raunak Properties Private Limited All That portion containing an area of 3.04 Satak more or less out of and in the said Dag No. 4328 absolutely and forever.
- 10.12. By Sale Deed dated 25<sup>th</sup> October, 2017 and registered with the Additional Registrar of Assurances- IV, Kolkata, in Book No. I, Volume No. 1904-2017, Pages 405980 to 406028 Being No. 190410687 for the year 2017 the said Star Abasan Private Limited, Punit Abasan Private Limited, Yash Akriti Nirman Private Limited, Sumit Grih Nirman Private Limited, Mukul Shelter Private Limited, Rohit Infracon Private Limited, Param Realcon Private Limited, Kalpataru Infracon Private Limited, for the consideration therein mentioned, sold jointly their undivided respective shares to Raunak Properties Private Limited All That portion containing an area of 3.10 Satak more or less in the said Dag No. 4328 absolutely and forever.
- 10.13. The name of Verma Real Estate Private Limited and Raunak Properties Private Limited was recorded in the L.R. Records of Rights under L.R. Khatian Nos. 8488, 22509 and 22758.
- 10.14. The said Verma Real Estate Private Limited (being the Owner No. 3.1.4) intends to include 4 Satak portion on the northern side of the said Dag No. 4328 in the Subject Property.
11. **Re : Dag No. 4332 – Total Area in Dag 116 Satak, Subject Area– 116 Satak ("Dag 4332 Property")**

- 11.1. Jitendra Nath Ghosh Jagat Chandra Ghosh, Sanat Kumar Ghosh, Krishnapada Ghosh and Smt. Karuna Ghosh were the absolute owners containing an area of 116 Satak more or less in R.S. Dag 4332 recorded in R.S. Khatian No. 1674 in Mouza Gopalpur, J. L. No. 02 under Police Station Airport (presently Narayanpur) in the district of North 24-Parganas hereinafter referred to as "the **Dag 4332 Property**".
- 11.2. The said Jitendra Nath Ghosh, a Hindu died intestate leaving him surviving his 2 sons Phani Bhushan Ghosh, Moni Mohan Ghosh and 2 daughters Smt. Tapa Rani Paul and Smt. Kheyani Ghosh as his only heirs and legal representatives who upon his death inherited and became entitled to his entire portion out of and in the said Dag No. 4332 absolutely
- 11.3. The said Krishnapada Ghosh, a Hindu died intestate leaving him surviving his 3 sons Banamali Ghosh, Sanat Ghosh, Sukumar Ghosh and 3 daughters Menoka Belundi, Dipali Ghosh and Panchirani Ghosh as his only heirs and legal representatives who upon his death inherited and became entitled to his entire portion out of and in the said Dag No. 4332 absolutely
- 11.4. By Deed of Partition dated 30<sup>th</sup> August, 1988 and registered with the Sub-Registry office Bidhannagar, in Book I, Volume No. 156, Pages 1 to 30 Being No. 7687 for the year 1988 the said Jagat Chandra Ghosh was allotted All That portion containing an area of 58 Satak more or less marked as 'Plot B' and the legal heirs of Late Jitendra Nath Ghosh and the legal heirs of Late Krishnapada Ghosh were individually allotted All That portions of land containing an area of 29 Satak each more or less out of and in the said Dag No. 4332.
- 11.5. By Sale Deed dated 01<sup>st</sup> October, 1991 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 155, Pages 313 to 320 Being No. 8604 for the year 1991 the said Jagat Chandra Ghosh, for the consideration therein mentioned, sold to Samir Kumar Mallick All That portion of land containing an area of 5.41 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.
- 11.6. By Sale Deed dated 01<sup>st</sup> October, 1991 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 155, Pages 329 to 336 Being No. 8606 for the year 1991 the said Jagat Chandra Ghosh, for the consideration therein mentioned, sold to Ashim Kumar Dey All That portion of land containing an area of 19.52 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.
- 11.7. By Sale Deed dated 01<sup>st</sup> October, 1991 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 155, Pages 337 to 344 Being No. 8607 for the year 1991 the said Jagat Chandra Ghosh, for the consideration therein mentioned, sold to Bablu Roy Choudhury All That portion of land containing an area of 16.52 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.
- 11.8. By Sale Deed dated 01<sup>st</sup> October, 1991 and registered with the Additional District Sub-Registrar Bidhannagar in Book No. I, Volume No. 155, Pages 345 to 350 Being No. 8608 for the year 1991 the said Jagat Chandra Ghosh, for the consideration therein mentioned, sold to Bablu Roy Choudhury All That portion of land containing an area of 16.52 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.
- 11.9. By Sale Deed dated 11<sup>th</sup> March, 1992 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 49, Pages 199 to 206 Being No. 2530

for the year 1992 the said Tapa Rani Paul, for the consideration therein mentioned, sold to Biswanath Ghosh and Shankar Ghosh All That her entire part or share containing an area of 7.25 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.

- 11.10. By Sale Deed dated 28<sup>th</sup> August, 1992 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 181, Pages 11 to 16 Being No. 8319 for the year 1992 the said Bablu Roy Choudhury, for the consideration therein mentioned, sold his undivided share to Ashim Kumar Dey All That portion containing an area of 5.69 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.
- 11.11. By Sale Deed dated 01<sup>st</sup> February, 1994 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 19, Pages 135 to 140 Being No. 784 for the year 1994 the said Khayani Ghosh, for the consideration therein mentioned, sold to Biswanath Ghosh and Shankar Ghosh All That her entire part or share containing an area of 7.25 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.
- 11.12. By Deed of Gift dated 09<sup>th</sup> September, 1996 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 85, Pages 43 to 48 Being No. 3711 for the year 1996 the said Bablu Roy Choudhury granted conveyed and transferred, by way of gift, to Gunjan Roy Choudhury All That portion containing an area of 4.85 Satak more or less out of and in the Dag 4332 Property, absolutely and forever.
- 11.13. By Deed of Gift dated 09<sup>th</sup> September, 1996 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 85, Pages 49 to 54 Being No. 3712 for the year 1996 the said Bablu Roy Choudhury granted conveyed and transferred, by way of gift, to Smt. Sukla Roy Choudhury All That portion of land containing an area of 8.26 Satak more or less out of and in the said Dag No. 4332 property, absolutely and forever.
- 11.14. By Sale Deed dated 04<sup>th</sup> June, 2007 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 11, Pages 3146 to 3169 Being No. 6223 for the year 2007 the said Bablu Roy Choudhury, Gunjan Roy Choudhury and Smt. Sukla Roy Choudhury, for the consideration therein mentioned, sold to Babulal Verma All That piece and parcel of land containing an area of 27.36 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.
- 11.15. By Sale Deed dated 04<sup>th</sup> June, 2007 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 11, Pages 3189 to 3206 Being No. 6226 for the year 2007 Ashim Kumar Dey, for the consideration therein mentioned, sold to Babulal Verma All That his entire portion of land containing an area of 25.21 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.
- 11.16. By Sale Deed dated 12<sup>th</sup> September, 2007 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 3, Pages 8003 to 8017 Being No. 02729 for the year 2008 the said Samir Kumar Mallick, for the consideration therein mentioned, sold to Ramesh Verma All That his entire portion containing an area of 5.41 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.

- 11.17. By Sale Deed dated 01<sup>st</sup> October, 2007 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 7, Pages 10828 to 10836 Being No. 05947 for the year 2008 the said Biswanath Ghosh, for the consideration therein mentioned, sold to Islam Mondal All That his entire portion containing an area of 7.25 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.
- 11.18. The said Phani Bhusan Ghosh, a Hindu died intestate on 31<sup>st</sup> January, 2008 leaving him surviving his 1 son Shankar Ghosh and 1 daughter Chaya Rani Neogi (Ghosh) as his legal heirs as his only heirs and legal representatives who upon his death inherited and became entitled to his entire part or share out of and in the said Dag No. 4332 absolutely
- 11.19. By Sale Deed dated 20<sup>th</sup> August, 2009 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 5, Pages 5815 to 5826 Being No. 05247 for the year 2009 the said Menoka Belundi and Dipali Ghosh, for the consideration therein mentioned, sold to Suresh Verma All That their entire portion of land containing an area of 9.59 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.
- 11.20. By Sale Deed dated 13<sup>th</sup> February, 2010 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 46, Pages 614 to 629 Being No. 13263 for the year 2010 the said Panchirani Ghosh alias Renuka Ghosh, for the consideration therein mentioned, sold to Babulal Verma All That her entire portion containing an area of 5 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.
- 11.21. By a Deed of Gift dated 23<sup>rd</sup> February, 2011 and registered with Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 4, Pages 9594 to 9606 Being No. 02256 for the year 2011, the said Monimohan Ghosh granted conveyed and transferred, by way of gift, to Ajoy Ghosh All That portion containing an area of 7.25 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.
- 11.22. By Sale Deed dated 03<sup>rd</sup> August, 2011 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 35, Pages 254 to 269 Being No. 10631 for the year 2011 the said Banamali Ghosh and Sukumar Ghosh, for the consideration therein mentioned, sold jointly their respective shares to the said Babulal Verma All That their entire portion containing an area of 10 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.
- 11.23. By Sale Deed dated 17<sup>th</sup> August, 2011 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 37, Pages 1179 to 1194 Being No. 11256 for the year 2011 the said Chaya Rani Neogi (Ghosh), for the consideration therein mentioned, sold to the said Babulal Verma All That her entire portion containing an area of 3.50 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.
- 11.24. By Sale Deed dated 18<sup>th</sup> January, 2012 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 3, Pages 1004 to 1024 Being No. 00709 for the year 2012 the said Sanat Ghosh, for the consideration therein mentioned, sold to the said Babulal Verma All That portion containing an area of 4.84 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.
- 11.25. By Sale Deed dated 22<sup>nd</sup> January, 2013 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 4, Pages 1960 to 1981 Being No. 00907 for the year 2013 the said Shankar Ghosh, for the consideration therein mentioned, sold to

Suresh Verma All That portion containing an area of 5.44 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.

- 11.26. By Sale Deed dated 22<sup>nd</sup> January, 2013 and registered with the District Sub-Registrar-II Barasat, in Book No. I, Volume No. 4, Pages 1982 to 2003 Being No. 00908 for the year 2013 the said Shankar Ghosh, for the consideration therein mentioned, sold to the said Ramesh Verma All That portion containing an area of 5.44 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.
- 11.27. By Sale Deed dated 13<sup>th</sup> September, 2013 and registered with the District Sub-Registrar-II Barasat, in Book No. I, Volume No. 44, Pages 1744 to 1760 Being No. 12167 for the year 2013 the said Shankar Ghosh, for the consideration therein mentioned, sold to Anand Verma All That portion containing an area of 2 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.
- 11.28. By Sale Deed dated 21<sup>st</sup> April, 2016 and registered with the District Sub-Registrar- II Barasat in Book No. I, Volume No. 1502-2016, Pages 36687 to 36715 Being No. 150201510 for the year 2016 the said Ajoy Ghosh, for the consideration therein mentioned, sold to Deepmala Verma All That his entire portion containing an area of 7.25 Satak more or less out of and in the said Dag No. 4332 absolutely and forever.
- 11.29. By a Deed of Gift dated 18<sup>th</sup> March, 2023 and registered with Additional Registrar of Assurances- III Kolkata, in Book No. I, Volume No. 1903-2023, Pages 66782 to 66801 Being No. 01684 for the year 2023, the said Ramesh Verma granted conveyed and transferred, by way of gift, to Anand Verma All That portion of land containing an area of 2 Satak more or less in the said Dag No. 4322 absolutely and forever.
- 11.30. On the intestate death of the said Babulal Verma as aforesaid, Ramesh Verma and Suresh Verma as his only heirs and legal representatives inherited and became entitled to his entire portion out of and in the said Dag No. 4332 absolutely.
- 11.31. The names of Suresh Verma, Ramesh Verma, Anand Verma, Deepmala Verma and Islam Mondal were recorded in the L.R. Records of Rights under L.R. Khatian Nos. 6514, 7585, 7598, 21753 and 5629.
- 11.32. The said Suresh Verma, Ramesh Verma, Anand Verma, Deepmala Verma and Islam Mondal became the owners of the Dag 4332 Property with the said Suresh Verma (the Owner No. 3.1.5), owning 52.88 Satak more or less, Ramesh Verma (the Owner No. 3.1.1) owning 46.62 Satak more or less, Deepmala Verma (the Owner No. 3.1.2) owning 7.25 Satak more or less, Anand Verma (the Owner No. 3.1.4) owning 2 Satak more or less and Islam Mondal (the Owner No. 3.1.9) owning 7.25 Satak more or less.
12. **Re : Dag No. 4331 – Total Area in Dag 18 Satak, Subject Area– 8 Satak ("Dag 4331 Property") and Dag No. 4334 - Total Area in Dag 58 Satak, Subject Area– 19 Satak ("Dag 4334 Property")**
  - 12.1. One Abdul Chattar Midda was the sole and absolute owner containing an area of ALL THOSE FIRSTLY piece and parcel of land containing an area of 18 Satak more or less comprised in R.S. Dag 4331 (hereinafter referred to as "**Dag 4331 Larger Property**") and SECONDLY piece and parcel of land containing an area of 58 Satak more or less comprised in R.S. Dag 4334 (hereinafter referred to as "**Dag 4334 Larger Property**")

- 12.2. On the intestate death of the said Abdul Chattar Midda as aforesaid, the said Amena Bibi, Abdul Gaffar Midda, Abdul Bari Midda, Abdul Hamid Midda, Abdul Mujit Midda, Abdul Aziz Midda, Abdul Wazed Midda, Rabiya Bibi, Jamila Bibi and Rahima Bibi inherited and became the entitled to the said Dag 4331 Larger Property and the said Dag 4334 Larger Property.
- 12.3. The facts about the death of the said Abdul Bari Midda, Abdul Hamid Midda, Amena Bibi, Abdul Mujit Midda and Anowar Ali Midda are stated above and their respective heirs inherited and became entitled to their respective part or shares of and in the Dag 4331 Larger Property and Dag 4334 Larger Property.
- 12.4. By the said Deed of Partition dated 21<sup>st</sup> June, 2013 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 6, Pages 2324 to 2350 Being No. 01998 for the year 2013 the said Abdul Gafar Midda alias Abdul Gaffer Midda, Abdul Ajiz Midda alias Abdul Azit Midda, Abdul Wazed Midda alias Abdul Oajed Midda, Rabia Bibi alias Rabiya Bibi alias Rakia Bibi, Jamila Khatun alias Jamila Molla alias Jamila Bibi, Rahima Bibi Mondal alias Rahima Bibi alias Rahima Khatun, Rabia Bibi alias Mosa Rabia Begum (since deceased) Abdul Razzak Midda, Md. Ishak Midda alias Asha Haque Midda alias Ashahaque Midda, Ansar Midda, Ajgar Midda, Rajiya Molla alias Raziya Bibi, Sufiya Bibi alias Sufia Bibi, Firoja Begum alias Riroja Begum, Tanujan Bibi, Khodaja Bibi Midda, Arif Midda, Sarifuddin Midda alias Sarifuddin Midda, Amir Ali Midda, Tajmira Bibi, Ajmira Bibi were allotted of ALL THAT the said Dag 4331 Larger Property and the said Dag 4334 Larger Property.
- 12.5. By Sale Deed dated 11<sup>th</sup> September, 2013 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 08, Pages 4812 to 4848 Being No. 02765 for the year 2013 Abdul Gafar Midda alias Abdul Gaffer Midda, Abdul Ajiz Midda alias Abdul Azit Midda, Abdul Wazed Midda alias Abdul Oajed Midda, Rabia Bibi alias Rabiya Bibi alias Rakia Bibi, Jamila Khatun alias Jamila Molla alias Jamila Bibi, Rahima Bibi Mondal alias Rahima Bibi alias Rahima Khatun, Rabia Bibi alias Mosa Rabia Begum, Abdul Razzak Midda, Md. Ishak Midda alias Asha Haque Midda alias Ashahaque Midda, Ansar Midda, Ajgar Midda, Rajiya Molla alias Raziya Bibi, Sufiya Bibi alias Sufia Bibi, Firoja Begum alias Riroja Begum, Tanujan Bibi, Khodaja Bibi Midda, Arif Midda, Sarifuddin Midda alias Sarifuddin Midda, Amir Ali Midda, Tajmira Bibi, Ajmira Bibi, for the consideration therein mentioned, sold to Greentouch Projects Ltd, Greentouch Tours and Travels Pvt Ltd, Greentouch Trading Private Limited, Esteem Financial Consultants Private Limited, Greentouch Financial Consultants Private Limited, Greentouch Educational Services Private Limited, Greentouch Computech Private Limited, Greentouch Entertainment Private Limited, Star Abasan Private Limited, Punit Abasan Private Limited, Yash Akriti Nirman Private Limited, Sumit Grih Nirman Private Limited, Mukul Shelter Private Limited, Rohit Infracon Private Limited, Param Realcon Private Limited, Kalpataru Infracon Private Limited All That entire 58 Satak more or less in the said Dag No. 4334 Larger Property, absolutely and forever.
- 12.6. By Sale Deed dated 26<sup>th</sup> June, 2014 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I, Volume No. 06, Pages 7743 to 7786 Being No. 01782 for the year 2014 Abdul Gafar Midda alias Abdul Gaffer Midda, Abdul Ajiz Midda alias Abdul Azit Midda, Abdul Wazed Midda alias Abdul Oajed Midda, Rabia Bibi alias Rabiya Bibi alias Rakia Bibi, Jamila Khatun alias Jamila Molla alias Jamila Bibi, Rahima Bibi Mondal alias Rahima Bibi alias Rahima Khatun, Rabia Bibi alias Mosa Rabia Begum (since deceased) Abdul Razzak Midda, Md. Ishak Midda alias Asha Haque Midda alias

Ashahaque Midda, Ansar Midda, Ajar Midda, Rajiya Molla alias Raziya Bibi, Sufiya Bibi alias Sufia Bibi, Firoja Begum alias Riroja Begum, Tanujan Bibi, Khodaja Bibi Midda, Arif Midda, Sarifuddin Midda alias Sarifuddin Midda, Amir Ali Midda, Tajmira Bibi, Ajmira Bibi, for the consideration therein mentioned, sold to Greentouch Projects Ltd, Greentouch Tours and Travels Pvt Ltd, Greentouch Trading Private Limited, Esteem Financial Consultants Private Limited, Greentouch Financial Consultants Private Limited, Greentouch Educational Services Private Limited, Greentouch Computech Private Limited, Greentouch Entertainment Private Limited, Star Abasan Private Limited, Punit Abasan Private Limited, Yash Akriti Nirman Private Limited, Sumit Griha Nirman Private Limited, Mukul Shelter Private Limited, Rohit Infracon Private Limited, Param Realcon Private Limited, Kalpataru Infracon Private Limited All That entire 18 Satak more or less in the said Dag No. 4331 Larger Property, absolutely and forever.

- 12.7. By the said Sale Deed dated 08<sup>th</sup> June, 2017 and registered with the Additional Registrar of Assurances- IV, Kolkata, in Book No. I, Volume No. 1904-2017, Pages 200340 to 200415 Being No. 190405614 for the year 2017 the said Greentouch Projects Limited, Greentouch Tours and Travels Private Limited, Greentouch Trading Private Limited, Esteem Financial Consultants Private Limited, Greentouch Financial Consultants Private Limited, Greentouch Educational Services Private Limited, Greentouch Computech Private Limited, Greentouch Entertainment Private Limited, for the consideration therein mentioned, sold to Sushil Kumar Jhunjhunwala, Smt. Kiran Jhunjhunwala, Raunak Jhunjhunwala, Saurabh Jhunjhunwala, Sushil Kumar Jhunjhunwala (H.U.F.), Archita Jhunjhunwala and Raunak Properties Private Limited All Those FIRSTLY their entire portion containing an area of 9 Satak more or less out of and in the said Dag No. 4331 and SECONDLY their entire portion containing an area of 29 Satak more or less out of and in the said Dag No. 4334 absolutely and forever.
- 12.8. By the said Sale Deed dated 25<sup>th</sup> October, 2017 and registered with the Additional Registrar of Assurances- IV, Kolkata, in Book No. I, Volume No. 1904-2017, Pages 405980 to 406028 Being No. 190410687 for the year 2017 the said Star Abasan Private Limited, Punit Abasan Private Limited, Yash Akriti Nirman Private Limited, Sumit Grih Nirman Private Limited, Mukul Shelter Private Limited, Rohit Infracon Private Limited, Param Realcon Private Limited, Kalpataru Infracon Private Limited, for the consideration therein mentioned, sold jointly their undivided respective shares to Raunak Properties Private Limited All Those FIRSTLY their entire portion containing an area of 9 Satak more or less out of and in the said Dag No. 4331 and SECONDLY their entire portion containing an area of 29 Satak more or less out of and in the said Dag No. 4334 absolutely and forever.
- 12.9. The name of Raunak Properties Private Limited was recorded in the L.R. Records of Rights under L.R. Khatian Nos. 22758.
- 12.10. The said Raunak Properties Private Limited (the Owner No. 3.1.12) owning as aforesaid intends to include 8 Satak portion on the northern side of the said Dag No. 4331 in the Subject Property and 3 Satak portion on the north-eastern side of the said Dag No. 4334 in the Subject Property.
13. **Re : Dag No. 4314– Total Area in Dag 19 Sataks, Subject Area –10.135 Sataks (“Dag 4314 Property”) and Dag No. 4316 - Total Area in Dag 61 Sataks, Subject Area – 45.75 Sataks (“Dag 4316 Property”)**

- 13.1. One Haran Mondal alias Haran Ali Mondal was the sole and absolute owner of one-half of the pieces and parcels of land out of and in the said R.S. Dag Nos. 4314 and 4316.
- 13.2. The said Haran Mondal alias Haran Ali Mondal died intestate him surviving his three sons Fakir Mondal, Harmat Ali Mondal, Chattar Ali Mondal and four daughters Sabiron Bibi alias Chhamiran Bibi, Aharjan Bibi, Momena Bibi and Rabijan Bibi as his only heirs and legal representatives who upon his death inherited and became the owners of his entire part or share of and in the said Dag Nos. 4314 and 4316.
- 13.3. The said Harmat Ali Mondal died intestate leaving him surviving his wife Amina Bibi, two sons Ayef Ali Mondal, Sukur Ali Mondal and two daughters Sobratan Bibi and Rabia Bibi as his only heirs and legal representatives who upon his death inherited and became the owners of his entire part or share of and in the said Dag Nos. 4314 and 4316.
- 13.4. The said Chattar Ali Mondal died intestate leaving him surviving his wife Golenur Bibi, two sons Asmath Mondal, Kismath Mondal and two daughters Hasina Bibi and Chayeria Bibi as his only heirs and legal representatives who upon his death inherited and became the owners of his entire part or share of and in the said Dag Nos. 4314 and 4316.
- 13.5. By a Sale Deed dated 07<sup>th</sup> May, 2008 and registered with the Additional District Sub-Registrar Bidhannagar, District North 24 Parganas, in Book No. I, Volume No. 6, Pages 4740 to 4753 Being No. 05972 for the year 2008 the said Golenur Bibi, Kismath Mondal and Hasina Bibi for the consideration therein mentioned sold to the said Babulal Verma All Those their entire portions out of and in the said Dag Nos. 4314 and 4316 absolutely and forever.
- 13.6. By a Sale Deed dated 24<sup>th</sup> March, 2009 and registered with the District Sub-Registrar- II Barasat, North 24 Parganas, in Book No. I, Volume No. 2, Pages 7778 to 7788 Being No. 01900 for the year 2009 the said Asmath Mondal and Chayeria Bibi alias Sahebaranu Bibi for the consideration therein mentioned sold to the said Babulal Verma All Those their entire portions out of and in the said Dag Nos. 4314 and 4316 absolutely and forever.
- 13.7. By Sale Deed dated 13<sup>th</sup> June, 2013 and registered with the District Sub-Registrar- II Barasat, North 24 Parganas, in Book No. I, Volume No. 31, Pages 1862 to 1883 Being No. 08564 for the year 2013 the said Chhamiran Bibi and Aharjan Bibi for the consideration therein mentioned sold to the said Ramesh Verma All That portion measuring 5 Sataks more or less out of and in the said Dag No. 4316 absolutely and forever.
- 13.8. By Sale Deed dated 13<sup>th</sup> June, 2013 and registered with the District Sub-Registrar- II Barasat, North 24 Parganas, in Book No. I, Volume No. 31, Pages 1884 to 1905 Being No. 08565 for the year 2013 the said Chhamiran Bibi and Aharjan Bibi for the consideration therein mentioned sold to the said Babulal Verma All Those their entire portion out of and in the said Dag No. 4314 and their remaining entire portion out of and in the said Dag No. 4316 absolutely and forever.
- 13.9. By Sale Deed dated 24<sup>th</sup> August, 2015 and registered with the District Sub-Registrar- II Barasat, North 24 Parganas, in Book No. I, Volume No. 1502-2015, Pages 22798 to 22839 Being No. 150202476 for the year 2015 Fakir Mondal, Ayef Ali Mondal, Sukur Ali Mondal, Sobratan Bibi, Rabia Bibi and Amina Bibi for the consideration therein mentioned

sold to Raj Kumar Verma All That one-third out of their parts or shares out of and in the said Dag Nos. 4314 and 4316 absolutely and forever.

- 13.10. By Sale Deed dated 24<sup>th</sup> August, 2015 and registered with the District Sub-Registrar- II Barasat, North 24 Parganas, in Book No. I, Volume No. 1502-2015, Pages 22840 to 22875 Being No. 150202477 for the year 2015 Fakir Ali Mondal, Ayef Ali Mondal, Sukur Ali Mondal, Sobratan Bibi, Rabia Bibi and Amina Bibi for the consideration therein mentioned sold to Kiran Verma All That one-third out of their parts or shares out of and in the said Dag Nos. 4314 and 4316, absolutely and forever.
- 13.11. By Sale Deed dated 24<sup>th</sup> August, 2015 and registered with the District Sub-Registrar- II Barasat, North 24 Parganas, in Book No. I, Volume No. 1502-2015, Pages 22876 to 22912 Being No. 150202478 for the year 2015 Fakir Ali Mondal, Ayef Ali Mondal, Sukur Ali Mondal, Sobratan Bibi, Rabia Bibi and Amina Bibi for the consideration therein mentioned sold to Karan Verma All That one-third out of their parts or shares out of and in the said Dag Nos. 4314 and 4316, absolutely and forever.
- 13.12. By Sale Deed dated 16<sup>th</sup> September, 2016 and registered with the District Sub-Registrar- II Barasat, North 24 Parganas, in Book No. I, Volume No. 1502-2016, Pages 79683 to 79710 Being No. 150203191 for the year 2016 the said Rabijan Bibi and Momena Bibi for the consideration therein mentioned sold to the said Babulal Verma All Those their entire parts or shares out of and in the the said Dag Nos. 4314 and 4316, absolutely and forever.
- 13.13. By Sale Deed dated 19<sup>th</sup> September, 2008 and registered with the District Sub-Registrar- II Barasat, in Book No. I, Volume No. 8, Pages 7519 to 7534 Being No. 06865 for the year 2008 one Sankar Chakraborty, Pradip Chakraborty and Sudip Chakraborty for the consideration therein mentioned sold to the said Babulal Verma All Those FIRSTLY portion measuring 2.375 Sataks more or less out of and in the said Dag No. 4314 and SECONDLY portion measuring 7.625 Sataks more or less out of and in the said Dag No. 4316 absolutely and forever.
- 13.14. By Sale Deed dated 09<sup>th</sup> June, 1975 registered with the Sub-Registrar Cossipore Dum Dum, District North 24 Parganas in Book No. I, Volume No. 102, Pages 87 to 91 Being No. 5657 for the year 1975 one Gobinda Kumar Chakraborty for the consideration therein mentioned sold to one Sunil Chakraborty ALL THOSE FIRSTLY portion measuring 02 Sataks more or less out of and in the said Dag No. 4314 property and SECONDLY portion measuring 08 Sataks more or less out of and in the said Dag No. 4316 property absolutely and forever.
- 13.15. By Sale Deed dated 13<sup>th</sup> January, 1992 registered with the Additional District Sub-Registrar Bidhannagar, District North 24 Parganas in Book No. I, Volume No. 5, Pages 143 to 148 Being No. 241 for the year 1992 the said Sunil Chakraborty for the consideration therein mentioned sold to one Md. Ashraf Ali Mondal ALL THOSE his entire portion or share out of and in the said Dag Nos. 4314 and 4316 absolutely and forever.
- 13.16. By Sale Deed dated 18<sup>th</sup> February, 2009 and registered with the District Sub-Registrar- II Barasat, North 24 Parganas in Book No. I, Volume No. 2, Pages 5768 to 5778 Being No. 01751 for the year 2009 the said Md. Ashraf Ali Mondal for the consideration therein mentioned sold to the said Babulal Verma All THOSE his entire portion or share out of and in the said Dag Nos. 4314 and 4316 absolutely and forever.

- 13.17. By Sale Deed dated 19<sup>th</sup> November, 2010 and registered with the District Sub-Registrar-II Barasat, North 24 Parganas in Book No. I, Volume No. 45, Pages 4558 to 4575 Being No. 13209 for the year 2010 the said Md. Ashraf Ali Mondal for the consideration therein mentioned sold to Manisha Verma ALL THOSE FIRSTLY portion measuring 04 Sataks more or less out of and in the said Dag No. 4314 and SECONDLY portion measuring 03 Sataks more or less out of and in the said Dag No. 4316 absolutely and forever.
- 13.18. By Sale Deed dated 03<sup>rd</sup> November, 2015 and registered with the District Sub-Registrar-II Barasat, North 24 Parganas in Book No. I, Volume No. 1502-2015, Pages 39850 to 39872 Being No. 150203153 for the year 2015 one Sushil Kumar Chakraborty for the consideration therein mentioned sold to Kamal Verma All THOSE FIRSTLY portion measuring 01 Satak more or less out of and in the said Dag No. 4314 property and SECONDLY portion measuring 02 Sataks more or less out of and in the said Dag No. 4316 property absolutely and forever.
- 13.19. By Sale Deed dated 10<sup>th</sup> July, 2019 and registered with the Additional Registrar of Assurances- IV, Kolkata, in Book No. I, Volume No. 1904-2019, Pages 326413 to 326438 Being No. 190406831 for the year 2019 one Mitali Bhattacharjee for the consideration therein mentioned sold to Megha Verma All Those FIRSTLY portion measuring 1 Satak more or less out of and in the said Dag No. 4314 property and SECONDLY portion measuring 2.30 Satak in the said Dag No. 4316 property absolutely and forever.
- 13.20. By a Deed of Gift dated 10<sup>th</sup> November, 2022 and registered with Additional District Sub-Registrar Bidhannagar, (Salt Lake City), District North 24 Parganas in Book No. I, Volume No. 1504-2022, Pages 192812 to 192832 Being No. 04694 for the year 2022, the said Rajkumar Verma granted conveyed and transferred, by way of gift, to Megha Verma All Those FIRSTLY portion measuring 0.65 Sataks more or less out of and in the said Dag No. 4314 property and SECONDLY portion measuring 1 Satak more or less out of and in the Dag 4316 property absolutely and forever.
- 13.21. By Sale Deed dated 06<sup>th</sup> April, 2023 and registered with the Additional District Sub-Registrar Bidhannagar, District North 24 Parganas, in Book No. I, Volume No. 1504-2023, Pages 33671 to 33694 Being No. 150400819 for the year 2023 the said Kiran Verma for the consideration therein mentioned sold to Ms. Radha Rani Jena All Those FIRSTLY her entire portion measuring 3.17 Sataks more or less out of and in the said Dag No. 4314 property and SECONDLY portion measuring 1.16 Sataks in the said Dag No. 4316 property absolutely and forever.
- 13.22. By Sale Deed dated 06<sup>th</sup> April, 2023 and registered with the Additional District Sub-Registrar Bidhannagar, District North 24 Parganas, in Book No. I, Volume No. 1504-2023, Pages 33695 to 33718 Being No. 150400820 for the year 2023 the said Karan Verma for the consideration therein mentioned sold to the said Radha Rani Jena All Those FIRSTLY her entire portion measuring 3.17 Sataks more or less out of and in the said Dag No. 4314 property and SECONDLY portion measuring 1.16 Sataks in the said Dag No. 4316 property absolutely and forever.
- 13.23. By Sale Deed dated 06<sup>th</sup> April, 2023 and registered with the Additional District Sub-Registrar Bidhannagar, District North 24 Parganas, in Book No. I, Volume No. 1504-2023, Pages 33743 to 33766 Being No. 150400821 for the year 2023 the said Megha Verma for the consideration therein mentioned sold to the said Radha Rani Jena All Those her entire portion or share out of and in the said Dag Nos. 4314 and 4316 absolutely and forever.

- 13.24. By Sale Deed dated 06<sup>th</sup> April, 2023 and registered with the Additional District Sub-Registrar Bidhannagar, District North 24 Parganas, in Book No. I, Volume No. 1504-2023, Pages 33767 to 33790 Being No. 150400822 for the year 2023 the said Kamal Verma for the consideration therein mentioned sold to the said Radha Rani Jena All Those his entire portion or share out of and in the said Dag Nos. 4314 and 4316 absolutely and forever.
- 13.25. By Sale Deed dated 06<sup>th</sup> April, 2023 and registered with the Additional District Sub-Registrar Bidhannagar, District North 24 Parganas, in Book No. I, Volume No. 1504-2023, Pages 33791 to 33814 Being No. 150400823 for the year 2023 the said Rajkumar Verma for the consideration therein mentioned sold to the said Radha Rani Jena All That his entire remaining portion out of and in the said Dag No. 4314, absolutely and forever.
- 13.26. By Sale Deed dated 10<sup>th</sup> April, 2023 and registered with the Additional District Sub-Registrar Bidhannagar, District North 24 Parganas, in Book No. I, Volume No. 1504-2023, Pages 34337 to 34360 Being No. 150400841 for the year 2023 the said Rajkumar Verma for the consideration therein mentioned sold to the said Radha Rani Jena All That his entire remaining portion out of and in the said Dag No. 4316, absolutely and forever.
- 13.27. By Sale Deed dated 10<sup>th</sup> April, 2023 and registered with the Additional District Sub-Registrar Bidhannagar, District North 24 Parganas, in Book No. I, Volume No. 1504-2023, Pages 34361 to 34384 Being No. 150400842 for the year 2023 the said Karan Verma for the consideration therein mentioned sold to the said Radha Rani Jena All That his entire remaining portion out of and in the said Dag No. 4316, absolutely and forever.
- 13.28. By Sale Deed dated 10<sup>th</sup> April, 2023 and registered with the Additional District Sub-Registrar Bidhannagar, District North 24 Parganas, in Book No. I, Volume No. 1504-2023, Pages 34385 to 34408 Being No. 150400843 for the year 2023 the said Kiran Verma for the consideration therein mentioned sold to the said Radha Rani Jena All That her entire remaining portion out of and in the said Dag No. 4316 property, absolutely and forever.
- 13.29. On the intestate death of the said Babulal Verma as aforesaid, Ramesh Verma and Suresh Verma became entitled to his entire portion in the said Dag Nos. 4314 and 4316 absolutely. The names of the said Ramesh Verma (the Owner No. 3.1.1 hereto), Manisha Verma, Suresh Verma (the Owner No. 3.1.5 hereto) and Raj Kumar Verma, Karan Verma, Kiran Verma and Kamal Verma were recorded in the L.R. Records of Rights under L.R. Khatian Nos. 7585, 24264, 6514, 21299, 21300, 21301 and 21881.
- 13.30. The said Ramesh Verma, Manisha Verma, Suresh Verma and Radha Rani Jena intend to include 10.135 Satak portion on the eastern side of the said Dag No. 4314 in the Subject Property and 45.75 Satak portion on the eastern side of the said Dag No. 4316 in the Subject Property.
14. **Previous development agreements and related contracts and sanction of plans:**
- 14.1. The following development agreements have already been entered into with the Promoter:
- 14.1.1. Development Agreement dated 11<sup>th</sup> December, 2017 between M/s Verma Real Estate Private Limited as Owner and Promoter hereto as Developer and

registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2017 Pages 460428 to 460477 Being No. 190412320 for the year 2017;

- 14.1.2. Development Agreement dated 11<sup>th</sup> December, 2017 between Islam Mondal and Sakila Bibi as Owners and Promoter hereto as Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2017 Pages 460190 to 460242 Being No. 190412323 for the year 2017;
- 14.1.3. Development Agreement dated 11<sup>th</sup> December, 2017 between Karan Verma, Kiran Verma, Rajkumar Verma, Ramesh Verma, Suresh Verma, Pratik Verma, Manisha Verma, Sabita Verma, Anand Verma, Sneha Verma and Deepmala Verma as Owners and Promoter hereto as Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2017 Pages 460243 to 460316 Being No. 190412324 for the year 2017;
- 14.1.4. Development Agreement dated 11<sup>th</sup> December, 2017 between Karan Verma, Rajkumar Verma, Kiran Verma and Manisha Verma as Owners and Promoter hereto as Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2017 Pages 460370 to 460427 Being No. 190412328 for the year 2017;
- 14.1.5. Development Agreement dated 11<sup>th</sup> December, 2017 between Babulal Verma as Owner and Promoter hereto as Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2017 Pages 460317 to 460369 Being No. 190412329 for the year 2017;
- 14.1.6. Development Agreement dated 11<sup>th</sup> December, 2017 between Sakila Bibi as Owner and Promoter hereto as Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2017 Pages 460141 to 460189 Being No. 190412330 for the year 2017;
- 14.1.7. Development Agreement dated 11<sup>th</sup> December, 2017 between Babulal Verma as Owner and Developer hereto as Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2017 Pages 460056 to 460105 Being No. 190412332 for the year 2017;
- 14.1.8. Development Agreement dated 05<sup>th</sup> March, 2018 between Kamal Verma as Owner and Developer hereto as Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2018 Pages 113060 to 113108 Being No. 190402251 for the year 2018;
- 14.1.9. Supplementary Development Agreement dated 27<sup>th</sup> January, 2021 between Islam Mondal and Sakila Bibi as Owners and Promoter hereto as Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2021 Pages 24459 to 24488 Being No. 190400315 for the year 2021;
- 14.1.10. Supplementary Development Agreement dated 27<sup>th</sup> January, 2021 between M/s Verma Real Estate Private Limited as Owner and Promoter hereto as Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2021 Pages 24401 to 24428 Being No. 190400316 for the year 2021;

- 14.1.11. Supplementary Development Agreement dated 27<sup>th</sup> January, 2021 between Babulal Verma as Owner and Promoter hereto as Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2021 Pages 24429 to 24458 Being No. 190400317 for the year 2021;
- 14.1.12. Supplementary Development Agreement dated 27<sup>th</sup> January, 2021 between Karan Verma, Kiran Verma, Rajkumar Verma, Ramesh Verma, Suresh Verma, Pratik Verma, Manisha Verma, Sabita Verma, Anand Verma, Sneha Verma and Deepmala Verma as Owners and Promoter hereto as Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2021 Pages 29582 to 29640 Being No. 190400320 for the year 2021;
- 14.1.13. Power of attorney dated 11<sup>th</sup> December, 2017 granted by Karan Verma, Kiran Verma, Rajkumar Verma, Ramesh Verma, Suresh Verma, Pratik Verma, Manisha Verma, Sabita Verma, Anand Verma, Sneha Verma and Deepmala Verma in favour of the Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2017 Pages 481341 to 481392 Being No. 190412497 for the year 2017;
- 14.1.14. Power of attorney dated 11<sup>th</sup> December, 2017 granted by Islam Mondal and Sakila Bibi in favour of the Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2017 Pages 480878 to 480907 Being No. 190412498 for the year 2017;
- 14.1.15. Power of attorney dated 11<sup>th</sup> December, 2017 granted by Babulal Verma in favour of the Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2017 Pages 480908 to 480935 Being No. 190412499 for the year 2017;
- 14.1.16. Power of attorney dated 11<sup>th</sup> December, 2017 granted by Babulal Verma in favour of the Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2017 Pages 480209 to 480237 Being No. 190412500 for the year 2017;
- 14.1.17. Power of attorney dated 11<sup>th</sup> December, 2017 granted by M/s Verma Real Estate Private Limited in favour of the Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2017 Pages 480238 to 480265 Being No. 190412505 for the year 2017;
- 14.1.18. Power of attorney dated 11<sup>th</sup> December, 2017 granted by Karan Verma, Rajkumar Verma, Kiran Verma and Manisha Verma in favour of the Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2017 Pages 478735 to 478767 Being No. 190412506 for the year 2017
- 14.1.19. Power of attorney dated 11<sup>th</sup> December, 2017 granted by Sakila Bibi in favour of the Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2017 Pages 479277 to 479303 Being No. 190412508 for the year 2017;
- 14.1.20. Power of attorney dated 05<sup>th</sup> March, 2018 granted by Kamal Verma in favour of the Developer and registered with Additional Registrar of Assurances-

IV, Kolkata in Book I Volume No. 1904-2018 Pages 106390 to 106418 Being No. 190402268 for the year 2018;

- 14.1.21. Power of attorney dated 27<sup>th</sup> January, 2021 granted by Islam Mondal and Sakila Bibi in favour of the Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2021 Pages 24887 to 24917 Being No. 190400325 for the year 2021;
- 14.1.22. Power of attorney dated 27<sup>th</sup> January, 2021 granted by Babulal Verma in favour of the Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2021 Pages 24918 to 24946 Being No. 190400326 for the year 2021;
- 14.1.23. Power of attorney dated 27<sup>th</sup> January, 2021 granted by M/s. Verma Real Estate Private Limited in favour of the Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2021 Pages 24222 to 24250 Being No. 190400327 for the year 2021;
- 14.1.24. Power of attorney dated 27<sup>th</sup> January, 2021 granted by Karan Verma, Kiran Verma, Rajkumar Verma, Ramesh Verma, Suresh Verma, Pratik Verma, Manisha Verma, Sabita Verma, Anand Verma, Sneha Verma and Deepmala Verma in favour of the Developer and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2021 Pages 24779 to 24838 Being No. 190400328 for the year 2021;
- 14.2. By a Deed of Amalgamation dated 16<sup>th</sup> September, 2021 and registered with Additional Registrar of Assurances- IV, Kolkata in Book I Volume No. 1904-2021 Pages 647894 to 648136 Being No. 190413614 for the year 2021, the Owners hereto (other than Radha Rani Jena) alongwith Raj Kumar Verma, Kiran Verma, Kamal Verma, Karan Verma, Manisha Verma and Megha Verma, inter alia, agreed to the amalgamation of the Larger Property as morefully contained therein.
- 14.3. The Larger Property has been assessed by the Bidhannagar Municipal Corporation in BLOCK-A, Holding No AS/526/05/04, Street/Lane : GOPALPUR, Borough No 1, Ward-4.
- 14.4. The Promoter has already caused the building plans to be sanctioned in respect of the first phase of the Building Complex from the Bidhannagar Municipal Corporation vide Building Permit No. SWS-OBPAS/2109/2025/0297 dated 30-04-2025
15. By a Development Agreement dated 08.11.2025 and registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2025, Pages from 679525 to 679659 Being No.190416117 for the year 2025 the Owners herein and therein, inter alia, did thereby grant to SHR Construction LLP, the Promoter herein, the exclusive right to develop the Subject Property on the terms and conditions therein contained.
16. The Owners agreed to 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 Building at the Project to complete the sale and transfer of the said share in the Project land and all and whatever their share, right, title and interest in such Units including the Unit.

**PART-VIII**  
**SPECIFICATIONS**

**FOR THE UNIT:**

<b>BED ROOMS</b>	:	Floor : Vitrified Tiles In all Bedrooms. Walls :Wall Putty.
<b>KITCHEN</b>	:	
Walls	:	Rectified Joint-Free Tiles Up To 2'.0" On Counter Walls and Wash Area.
Flooring	:	Vitrified Tiles.
Counter	:	Granite Counter.
Fittings	:	Stainless Steel Sink with reputed make fittings.
<b>BATHROOM</b>	:	
Walls	:	Rectified Joint-Free Tiles.
Flooring	:	Anti-Skid Ceramic Tiles.
Fittings	:	Reputed Sanitary Ware / CP Fittings.
<b>LIVING / DINNING</b>	:	
Flooring	:	Vitrified Tiles.
Wall & Ceiling	:	Wall putty.
<b>ELECTRICAL</b>	:	Modular Switches and Copper wiring in concealed conduit with TV, Telephone points one geyser point all bathroom.

**AC Point:**

For 2 BHK flats – in all bedrooms

For 3 BHK flats – in all bedrooms

For 4 BHK flats – in all bedrooms

Washing Machine Point at one Balcony.

**(SPECIFICATIONS AMENITIES AND FACILITIES FOR THE PROJECT)**

- A. FOUNDATION** : Earth Quake Resistant RCC Framed Structure.
- B. BACKUP POWER:** : Reasonable Power Back- for common areas.
- C. LOBBY** : Entrance Lobby – Exquisitely designed at ground floor.
- : Flooring - Vitrified Tiles.
- : Wall & Ceiling - Wall putty.
- D. OTHERS** : Automatic Lift of Reputed Make Each Block.
- : Provision with first time CCTV Surveillance equipments in common Areas
- : Intercom.

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

**SCHEDULE 'C'****PART-I****TOTAL PRICE**

- A. The Total Price payable by the Allottee to the Promoter as per the particulars mentioned in Clause 1.2 above shall be a sum of Rs. \_\_\_\_\_/- ( ). The same shall be subject to variations as per the Explanation to Clause 1.2 above.

**PART-II****PAYMENT PLAN**

- A. The Total Price excluding the Other Costs and Deposits and Taxes amounting to Rs. /- shall be paid by the Allottee to the Promoter in installments as follows:

<b>SI</b>	<b>Particulars</b>	<b>%</b>	<b>Amount in Rs. P.**</b>
1	On Allotment / Booking	10%	/-
2	On Execution and Registration of Agreement within 30 days from Booking Date	10%	/-
3	On Completion of Pilling work	10%	/-
4	On Completion of Foundation work	10%	/-
5	On Completion of 1st Floor Roof Casting of the Designated Tower	7.5%	/-
6	On Completion of 4th Floor Roof Casting of the Designated Tower	7.5%	/-
7	On Completion of 7th Floor Roof Casting of the Designated Tower	7.5%	/-
8	On Completion of 10th Floor Roof Casting of the Designated Tower	7.5%	/-
9	On Completion of 14th Floor Roof Casting of the Designated Tower	7.5%	/-
10	On Completion of 17th Floor Roof Casting of the Designated Tower	7.5%	/-
11	On Completion of Ultimate roof Casting of the Designated Tower	5%	/-
12	On Completion of Flooring Work for Respective Flat	5%	/-
13	On Notice Possession of the Unit	5%	/-

- B. The Taxes on the amounts payable as per para A above shall be payable at applicable rates alongwith the relevant amounts.
- C. The Other Costs with applicable Taxes shall be paid by the Allottee to the Promoter in terms of Clause 11.3.3 hereinabove.

D. The Deposits shall be paid by the Allottee to the Promoter in terms of Clause 11.2.2 hereinabove.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED :

**Allottee: (including joint buyers)**

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

Name: \_\_\_\_\_

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

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

Name:

Address:

(3) Signature \_\_\_\_\_

Name:

Address:

SIGNED AND DELIVERED BY THE WITHIN NAMED:

**Promoter:**

Signature \_\_\_\_\_

Name: Tuhin Banerjee

Address: 14, Netaji Subhas Road, 4<sup>th</sup> Floor, Police Station – Hare Street, Post Office – GPO, Kolkata 700001,

SIGNED AND DELIVERED BY THE WITHIN NAMED:

**Owners:**

Signature \_\_\_\_\_

Name: Tuhin Banerjee

Address: 14, Netaji Subhas Road, 4<sup>th</sup> Floor, Police Station – Hare Street, Post Office – GPO,  
Kolkata 700001,

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

**WITNESSES :**

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

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Name \_\_\_\_\_

Address \_\_\_\_\_

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20

BETWEEN

SHR CONSTRUCTION LLP

....PROMOTER

AND

\_\_\_\_\_

....ALLOTTEE

AND

RAMESH VERMA & ORS.

....OWNERS

AGREEMENT

(Unit No. \_\_\_\_\_ Tower- \_\_\_\_\_  
( \_\_\_\_\_ ))

DSP LAW ASSOCIATES  
Advocates  
4D, NICCO HOUSE  
1B, HARE STREET,  
KOLKATA-700001

SHR CONSTRUCTION LLP  
*Arbakhari Jhuk Jhuk Wali*  
13/01/2026  
Designated Partner