

ANNEXURE 'A'

[See rule 9]

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this _____ day of _____, 20

By and Between

- 3.1. SEIKH ZULFIKAR HOSSAIN, (having PAN - ABEPH6723J), (Aadhar No. 879395923912)** son Sk. Aktar Hossain, by faith Islam, by Occupation Service, residing at Paik Para, P.O. - Antila, P.S.- Bagnan. Dist- Howrah, Pin-711312.
- 3.2. Mr. ENAMUL HAQUE, (having PAN AAUPH3350E), (Aadhar No. - 637633484328)** son of Daulot Ali Mallick, by faith-Islam, by Occupation -

Service, residing at Hospital Para, Chuchuria Road, P.O-Bethuadahari, P.S.-Nakshipara, Dist- Nadia, West Bengal, Pin- 741126

- 3.3. SK. ABDUL TAMIM alias Shaikh Abdul Tamim, (having PAN - AXIPT7334D), (Aadhar No. - 791051397628)** son of Sk. Abdul Azim, by faith - Islam, by Occupation Service, residing at Palpakuriya, P.O. - Kazipara, P.S.- Barasat, Dist- North 24 Parganas, Pin- 700124.
- 3.4. Mrs. ZEENAT ARA, (having PAN BKAPA2056H), (Aadhar No. 958384852125))** wife of HajekulAlam, by faith- Islam, by Occupation Service, residing at Junaid Enclave, Jagannathpur, Sonarpur Station Road, Simultala Play Ground, P.O. R.K. Pally, P.S. - Sonarpur, Dist- South 24 Parganas, Pin- 700150.
- 3.5. SK. MIZANUL ISLAM, (having PAN - AAQPI6231B), (Aadhar No. - 349445421942)** son of Sekh Ashraf Ali, by faith- Islam, by Occupation Service, residing at Teghoria, P.O. - Golabari Bazar, Dadpur, P.S.Sashan, Dist- North 24 Parganas, Pin - 743423.
- 3.6. Mr. MANIRUZZAMAN SEKH, (having PAN - CJCPS8138Q), (Aadhar No.- 881297930444)** son of Ali Hossain Sekh, by faith -Islam, by Occupation - Service, residing at Vill - Durgapur, Surangapur, PO-Amtala, P.S.- Nowda, Dist-Murshidabad, Pin- 742121.
- 3.7. Mrs. FARHEEN KHANAM, (having PAN BKQPK4663N), (Aadhar No. - 523042691409)** daughter of Abdul Hasib, by faith - Islam, by Occupation Home maker, residing at Vill& P.O. Ramshimul, P.S.-Harishchandrapur, Dist- Malda, State - West Bengal, Pin-732140.
- 3.8. MOHAMMAD MUSA, (having PAN - ASBPM1283C), (Aadhar No. - 980947196538)** son of Md. Mojibur Rahaman, faith Islam, by Occupation Service, residing at Vill - Babupur, P.O. - Tinpakuria, P.S. - Samsorganj, Dist- Murshidabad, Pin- 742202
- 3.9. MD. RAIHAN, (having PAN - AJLPR9429G), (Aadhar No. 834457288900)** son of Abu Md Siddik, by faith Islam, by Occupation Service, residing at Village-Ekgharia, P.O - Ekghoriakhanqua, P.S. - Burwan, Dist - Murshidabad, State - West Bengal, Pin 742173.

- 3.10. MD. SABIR IQBAL PAHALOWAN, (having PAN - ABAPI9108C), (Aadhar No. 411801973528)** son of Mohammad Sahajahan Pahalowan, by faith-Islam, by Occupation - Service, residing at Sekhpara, P.O. & P.S. - Bishnupur, Dist - Bankura, Pin-722122.
- 3.11. MOLLA MD. NASIM, (having PAN - ADCPN3970H), (Aadhar No. - 211110965104)** son of Molla Lutfar Rahamaan by faith- Islam, by Occupation - Businessman, residing at Villa Post - Kaithan, P.S.- Katwa, Dist- Purba Bardhaman, Pin-713143.
- 3.12. Mrs. SABNAM RAHAMAN, (having PAN - BAMPR9636J), Aadhar No. - 338763780045)** wife of Mannaf Ali, by faith Islam, by Occupation - Home maker, residing at 5/2, Jessore Road (East), Banamalipur, Nandagarh, P.O. - Kazipara, P.S. - Barasat, Pin - 700125.
- 3.13. MD. RAFIQUL ISLAM, (having PAN - ABZP19570K), (Aadhar No. - 782677960745)** son of Md. Abdul Jabbar, by faith-Islam, by Occupation Service, residing at Uttarsudarsangang, P.O.& PS.-Lalgola, Dist- Murshidabad, Pin-742148.
- 3.14. MD. SARIF REZA, (having PAN - APIPR5354P) (Aadhar No. - 655474614518)** son of Md. Hannan, by faith- Islam, by Occupation Service, residing at Vill - Ambhua, P.O.- Ambhua, P.S.-Murarai, Dist- Birbhum, Pin-731222.
- 3.15. Mr. HIBJUL ALI KHAN, (having PAN CXZPK1733N), (Aadhar No.- 543427274227)** son of Abdul Hamid Ali Khan, by faith Islam, by Occupation Service, residing at Sarberia, P.O. - Narayandari, P.S. Bhagwanpur, Dist- East Midnapore, State - West Bengal, Pin-721655.
- 3.16. Mr. HILAL M ABDUS SABUR NAWAZ, (having PAN-APBPN5309K), (Aadhar No. 255857664006)** - son of AbdusSattar, by faith - Islam, by Occupation - Service, residing at Khowar Road, Ward No. 7, P.O. & P.S.- Dinjata, Dist- Cooch Behar, Pin - 736135.
- 3.17. Mrs. NASRIN RAHAMAN, (having PAN BCGPR8550R), (Aadhar No. - 482745668262)** daughter of SaidurRahaman, by faith Islam, by

Occupation Service, residing at Dakshin Sudarshanganj. Lalgola Murshidabad, P.O. & P.S. Lalgola, Dist- Murshidabad, Pin 742148.

- 3.18. Mr. SHAHID ASLAM, (having PAN AMRPA9342C), (Aadhar No. - 889665112881)** son of Syed Mohammed Aslam, by faith - Islam, by Occupation - Service, residing at Vill - Charyari, P.O. - Pathraita, P.S. & Dist-Sheikhpura, State - Bihar, Pin-811105.
- 3.19. Mr. RABIUL AWAL UL RAHAMAN, (having PAN AKUPR1866M), (Andhar No. 780780151454)** son of Azizur Rahaman Sarkar, by faith Islam, by Occupation Service, residing at Dholdighi Uttar Para, P.O. & P.S.- Gangarampur, Dist- South Dinajpur. Pin-733124.
- 3.20. Mr. ATHAR IQBAL, (having PAN AARPI6478H), (Aadhar No. - 430573037391)** son of Mazhar Iqbal, by faith- Islam, by Occupation Service, residing at C/O Arshad Jamal, E 108, AbulFazal Enclave 1, Near Hari Kothi, Jamia Nagar, P.O. & P.S. - Jamia Nagar, South Delhi, Pin - 110025.
- 3.21. Mrs. MOFIZA KIBRIA, (having PAN- CPMPK0816D), (Aadhar No.- 289448856017)** wife of GolamKibria, by faith- Islam, by Occupation - House wife, residing at AL Obaid Residency, Block- B. Flat F3, 7, Ekbalpore Lane, P.O.-Khidderpore, P.S.- Ekbalpore, Pin- 700023.
- 3.22. Mr. NAZRUL HOSSAIN, (having PAN AANPH0668J), (Aadhar No. - 635487193435)** son of SazitHosaaain, by faith- Islam, by Occupation Service, residing at Khidirpur, Uttarpara, P.O. - Bethuadhari, P.S. Nakashipara, Dist- Nadia, Pin-741126.
- 3.23. MAHAMMAD NAZIR HOSSAIN, (having PAN - ACZPH6462L), (Aadhar No. 625023196556)** son of Mahamad Manuar Hossain, by faith Islam, by Occupation Service, residing at Vill& P.O. Malik Baria, P.S.- Ashoknagar, Dist- North 24. Parganas, Pin-743702.
- 3.24. Mrs. SELIMA KHATUN, (having PAN - DNSPK3596K) (Aadhar No. 355909453773)** wife of Mahammad Nazir Hossain, by faith Islam, by Occupation Service, residing at Vill& P.O. - Malik Baria, P.S.- Ashoknagar, Dist- North 24 Parganas, Pin-743702.

- 3.25. Mrs. KHALEDA PARVIN, (having PAN- EQPP0418A), Aadhar No. - 897915774144)** wife of Md. Golam Mahamud, by faith-Islam, by Occupation -Home maker, residing at Vill - Sikira, Hishabi, P.S.-Amdanga, District - North 24 Parganas, Pin-743221.
- 3.26. MD. HADIUZZAMAN, (having PAN - AKYPH6763K) (Aadhar No. 871720192263)** son of Lt. Mohammad Nurjamal Shaikh, by faith - Islam, by Occupation - Service, residing at Villa P.O. – Ruprampur, P.S.- Murarai, Dist- Birbhum, Pin -731219.
- 3.27. SK. ABDUL MAHMUD, (having PAN - AQFPS6348N), (Aadhar No. 808239641127)** son of Lt, Sk. Abdul Mabud, by faith - Islam, by Occupation Service, residing at Vill& P.O. - Nazrulpally, Bahir Sarbamangalapara, P.O. & P.S. Burdwan, Dist - Burdwan. Pin - 713101.
- 3.28. Mrs. SAHIRUN NARGIS (PAN- AEIPN6290H), (Aadhar No. 401735213927)** wife of Abdur Rahman Dhali, by fath Islam, by Occupation - Home Maker, residing atVill - Karigarpara Road, P.O. Kazipara, P.S. - Barasat, District-North 24 Parganas, Pin- 700124.
- 3.29. Mrs. JANNATARA ALI, (having PAN BIIPA1452K) (Aadhar No. 342413364574)** wife of Asraf Ali, by faith - Islam, by Occupation - Household, residing at Vill& P.O. Hazipur, P.S. - Mayureswar, Dist- Birbhum, Pin- 731245
- 3.30. Mrs. ANITA ROY CHOWDHURY, (having PAN AJMPC3564E) (Aadhar No. 557726885870)** wife of Rabindra Ray Choudhuri alias Rabindra Roy Chowdhury, by faith - Hindu, by Occupation - House hold, residing at Halisahar, Purbachal, P.O. Naba Nagar, P.S. - Bijpur, District-North 24 Parganas, Pin-743136.
- 3.31. Mrs. SUSMITA RAY CHOUDHURI, (having PAN-AJMPC3563D) (Aadhar No. 534753128582)** wife of Parasar Poddar, by faith Hindu, by Occupation - Teacher, residing at Halisahar, Purbachal, P.O.-Naba Nagar, P.S. - Bijpur, District-North 24 Parganas, Pin - 743136.
- 3.32. Mr. REJWANUR RAHAMAN, (having PAN-BXDPR1709N) (Aadhar No. 877105645691)** son of AjjurRahaman Sarkar, by faith-Islam, by

Occupation Service, residing at Dhaldighi Uttarpara, P.O. & P.S.-
Gangarampur, Dist. - Dakshin Dinajpur, Pin-733124.

- 3.33. Mr. ABDUL HAMID MOLLA, (having PAN - DHJPM5472D) (Aadhar No. 876496358905)** son of Late Haran Ali Molla, by faith - Islam, by Occupation - Retired, residing at Paschim Patharghata, Post Office Chakpanchuria, P.S-New Town, District - North 24 Parganas, Pin- 700135.
- 3.34. Mrs. MAKSUDA KHATUN (having PAN - ANSPK6847J) (Aadhar No. 907595779848)** wife of Dr. Md. Sirazul Hoque, by faith - Islam, by Occupation - Doctor, residing at Vill- Chhoto Goga, P.O +P. S-Labpur, District - Birbhum, Pin- 731303.
- 3.35. Mr. RABI ISLAM (having PAN - AAQPI7722M) (Aadhar No. 647731580429)** son of Nur Islam Mollah, by faith - Islam, by Occupation - Service, residing at Vill- Charatala, P.O- Charatala, P. S-Chapra, District - Nadia, Pin- 741123.
- 3.36. Mr. SYED AKTAR ALI (having PAN - AIEPA0945Q) (Aadhar No. 322967251116)** son of Syed Abdul Aziz, by faith - Islam, by Occupation - Service, residing at Vill- Fatepur, P.O +P. S-Uluberiar, District - Howrah, Pin- 711315.
- 3.37. Mr. ANOVAR HOSSIN, (having PAN AILPH4403K), (AADHAR No. - 9370 7978 9224)** son of Sahidul Molla, by faith - Islam, by Occupation Cultivation, residing at Molla Para, Pathar Ghata, Rajarhat, New Town, North 24 Parganas, pin- 700135.
- 3.38. Mr. SIRAJUL HAQUE, (having PAN ABFPH4311K), (AADHAR No. 2768 4127 4852) (Ph. No. 9836958509)** son of Dullot Ali, by faith- Islam, by Occupation Cultivation, residing at P.O. Patharghata, P.S New Town, District North 24 Parganas, West Bengal, pin-700135.
- 3.39. Mr. MONAMMAD NASHIR UDDIN MOLLA, (having PAN AYDPM2649G) (AADHAR No. 9078 1309 2056)** son of Haran Ali Mollah alias Haran Mollah, by faith Muslim, by occupation Farmer, residing at Paschim Pathar Ghata, Molla Para, Patharghata, New Town, North 24 Parganas, pin- 700135.

- 3.40. Mr. PRADIP BHOWMIK, (having PAN AMBPB4049H), (AADHAR No. 7746 9190 4314)** son of Nagendra Bhowmik, by faith Hindu, by Occupation Service, residing at K. B. 856, Salt Lake, Sector 3, Bidhannagar(M), Bidhan Nagar Sai Complex, North 24 Parganas, West Bengal, pin- 700098.
- 3.41. Mr. NABA KISHORE BHOI, (Having PAN AISP5277E), (AADHAR No. 7544 3153 7430)** son of Kandi Bhoi, by faith Hindu, by occupation service, residing at 2/2, HIH Staff Qtr Block JC Sector III Salt Lake Bidhan Nagar Sai Complex S.O Kolkata, West Bengal, pin- 700098.
- 3.42. Mrs. FIRDOUSI JAMIL IMAM, (having PAN ABKPI6033Q). (Aadhar No.- 6756 1757 1093)** daughter of Sardar Nurul Imam, by faith- Islam, by Occupation Service, residing at 60/3 Naskarpara Lane HH103 104 18 Garden. P.S.-Shibpur, P.O. – Andal Road, District-Howrah, Pin-71110
- 3.43. Mr. ANWAR PARWEZ, (having PAN – ANDPP4757H), (Aadhar No.- 82607382 0405)** son of Mohammed Sultan by faith Islam, by Occupation Service, residing at Holding No. 33, Lare Nit. 8. IF Block, Dhatkidik PO. & PS Bistupur, City Jamshedpur, District East Singlibhum, State – Jharkhand, Pin- 831001.
- 3.44. SK. BASIRUDDIN, (having PAN – BEFPS5434G), (Aadhar No.2487 3118 5179)** son of Seikh Mativar Rahaman by taith Islam, by Occupation-Service, residing at Village & Post-Kaithan, PS-Katwa , Dist-Purba Bardhaman. Pin- 713143
- 3.45. Mrs. ASMINA KHATUN, (having PAN – DDTPK73120), (Aadhar No. – 3787 9603 3521)** daughter of Seli Ansar Alu Vorkan by faith- Islam, by Occupation Homemaker, residing at Village Mirzapur, PO & PS- Tarakeswar, District Hooghly, Pin-712410.
- 3.46. MD. MUSHIR ALAM. (having PAN – AKJPA1610K), (Aadhar No.-3316 8036 0322)** son of Mohammad Raul Ansari, by faith Islam be Occupation-Service, residing at Sijua, P.O. Sijua, P.S. Jogia, District – Dhanbad, Chhotanagari, State – Jharkhand, Pin –828121
- 3.47. Mr. BAHARUL ISLAM MAZUMDER, (having PAN – BGFPM7047D), (Aadhar No.-2391 4726 7595)** son of Habibur Rahman Mazumder, by faith

Islam, by Occupation Service, residing at Gauranga Pally W/N-1. Hailakandi Town, PO- Hailakandi, PS- Hailakandi. District Hailakandi, State Assam, Pin- 7151

- 3.48. Mr. KHANDEKAR ENAYET AHAMED, (having PAN - AIZPA5393D), (Aadhar No. 2964 1278 4659)** son of Khandekar Eqbal Ahamed, by faith – Islam, by Okcupation Service, residing at Vill & PO-Sygram, PS Bharatpur, District-Murshidabail, State-West Bengal, Pin- 712301
- 3.49. Mr. SHEIKH ABDUL DAIYAN, (having PAN – ADNID2479C), (Aadhar No.- 6696 7700 0217)** son of Sheikh Abdul Kader, by faith – Islam, by Occupation – Service, residing, at Village – Panchkaniva. PO- Bamanda, Panch Kunia, PS- Danton-II, District-Paschim Medmipur, West Bengal, Pin - 21425
- 3.50. Mr. ABDUL ROUF, (PAN-EJRPR2528N), (Aadhar No.583046185082)** son of Sk. Raoshan Ali, by faith-Islam, by occupation – Ketired, residing at Village- Rajibpur. Post Office – Achipur, Police Station-Budge Budge. District- South 24 Parganas, PIN-700138
- 3.51. SK. MUSTAK ALI alias SHEIKH MUSTAK ALI, (having PAN-AIJPA02148), (Aadhar No.- 9268 5912 5955)** son of Sk. Darbesh Ab alias Sheikh Darbesh Ali, by faith – Islam, by Occupation – Service, residing at Ward No 4. Dakshin Gopalpur, Panskura(m), PS. – Panskura, Destrost faria Meteogree State-West Bengal, Pin-721139.
- 3.52. MD. MAIDUL ISLAM NASKAR, (Having PAN – AEEP7475A), (Aadhar No. - 8596 6354 8527)** son of Mohd Raich Ali Naskar, by faith- Islam, by Occupation Service, residing at Golpakur. Mondalpara PO & PS Baruipur, Kolkata, pin- 200144
- 3.53. Mrs. HOMAERA NAUSHEEN, (having PAN – AWZPN8518P), (Aadhar No. – 6350 5238 5482)** daughter of Nasim Akhtar, by zaith-islain, by Occupation – Homemaker, residing at 14/7, Jhowilla Road, Fazlul Haq Saram, 64 Karava, Park Creus, P.O-Circus Avenue (Park Cncus). PS. Pari Careus, Destrict - Kolkata, State-West Bengal, Pin-700017
- 3.54. Mrs. NOOR JAHAN BEGUM MAZUMDER, (having PAN – BDBPM6612D), (Aadhar No. – 476398480838)** wife of Azmal Hussain, by faith- Islam, by

Occupation Service, residing at 176/1, R.N. Guha Road, Subarna Kumud Bhavan, Nager Bazar, P.O. & P.S. Dum Dum, Dist.- North 24 Parganas, Pin-700028.

3.55. MD. RAHIM CHAND SK., (having PAN – ADXPC2015P), (Aadhar No. - 702912499543), son of Mohammed Naziruddin Seikh, by faith Islam, by Occupation Service, residing at 61/1, 2 nd Floor, 17A Cross, 24 Main, Near Ganesh Temple, Lakkasandra, Bangalore South, Adugodi, District Bangalore, State- Karnataka, Pin 560030.

3.56. Mr. JANARUL ISLAM, (having PAN AAFP11164E), (Aadhar No. 254881662159) son of Lt. Nasiruddin Mandal, by faith Islam, by Occupation Service, residing at Vill – Netajipark, P.O. & P.S. Islampur, Dist.- Murshidabad, State-West Bengal, Pin-742304.

3.57. MD. AMINUL ISLAM, (having PAN ABHPI7766B), (Aadhar No. 570316008132) son of Mohammad Salauddin, by faith- Islam, by Occupation Service, residing at Jalibagicha, Bhagwangola-1, P.O. Mahishasthali, P.S. Bhagwangola, Dist. Murshidabad, Pin- 742178.

3.58. MD. SANAULLAH MALLICK, (having PAN AVVPM5267B), (Aadhar No. 954857793708) son of Mohammed Musa Mallick by faith-Islam, by Occupation Service, residing at Vill- Nandanppur, P.O- Jejur, P.S-Haripal, Dist.-Hooghly, Pin-712405.

3.59. DR. ANARUL HAQUE, (having PANACAPH6409C), (Aadhar No. – 202059519458) son of Momejul Haque, by faith – Islam, by Occupation Service, residing at Ward No. 8, Kantabani, P.S.- Arambagh, Dist. Hooghly, Pin-712601.

3.60. Mr. SIDDIQUE QUAYUM GOLAM alias GOLAM QUAYUM SIDDIQUE, (having PANACVPG2092H), (Aadhar No.651980382394) son of Late Abdul Azim Mohd., by faith- Islam, by Occupation- Service, residing at 1062, Maruti Kunj, Bhondsi, Gurgaon, P.O. & P.S. -Bhondsi, Dist. Gurgaon, State –Haryana, Pin – 122102

3.61. Mrs. SAKILA HAQUE, (having PANAECPH2068H), (Aadhar No.267743212904) wife of Parvez Sarfaraz, by faith +Islam, by Occupation –

Service, residing at 7/2, Old Police Line Road, P.O.- Gorabazar, P.S. – Berhampore, Dist. – Murshidabad, State- West Bengal, Pin –742101.

3.62. Mr. MOHAMMED HUMAYUN KABIR, (Having PAN CJNPK9536K), (Aadhar No. – 244914179250) son of Md. Muzibar Rahaman, by faith Islam, by occupation Businessman, residing at Narikel Bari, P.O. – Sompara, P.S. – Shaktipur, Dist. – Murshidabad, West Bengal, PIN –742163

3.63. Mr. ASIF ANOWAR HOSSAIN, (having PANALDPH2146Q), (Aadhar No. – 908930386074) son of Asabul Hossain, by faith- Islam, by Occupation- Service, residing at Vill & P.O. –Baruipara, P.S. – Hariharpara, Dist – Murshidabad, Pin – 742165.

3.64. Mrs. ANJUMANARA BEGUM, (having PAN –CEBPB3025D), (Aadhar No.971332836244) wife of Abdul Aziz, by faith- Islam, by Occupation- Housewife, residing at 52/5E, Alep Khan MahallaRoad, P.O. & P.S. – Berhampore, Dist. – Murshidabad, State – West Bengal, Pin – 742101.

3.65. Mrs. DAISY SABINA SHABNAM, (having PAN – ATMPS3668R), AadharNo.623034263873) wife of Murjahan Ali, by faith – Islam, by Occupation Service, residing at 7/B/20, Dr. RejaulKarima Sarani, P.O. & P.S. – Berhampore, Dist. – Murshidabad, State – West Bengal, Pin -742101.

3.66. Mr. FARUL SARKAR, (having PAN BKZPS2140D), (Aadhar No. 672605643818) son of Sadek Ali Sarkar, by faith-Islam, by Occupation Service, residing at 171/C/1, Picnic Garden Road, Flat No. 2B, Green Residency, P.O. & P.S. Tiljala, Dist. South 24 Parganas, Pin-700039.

3.67. Mr. ALFAID ANSARI, (having PAN BBHPA0228B) (Aadhar No. - 513167227923) son of Nasir Ahmed Ansari, by faith Islam, by Occupation Service, residing at 73 Dr. Abani Dutta Roud (4th Floor), P.S. Golabari, Dist.- Howrah, Pin-711101.

3.68. Mr. SAIKH MOHAMMAD REZA, (having PAN AFYPR0943N), (Aadhar No. - 696259670853) son of Sk. Taiyab Hussain, by faith Islam, by Occupation Service, residing at Mithapukur, P.O. - Adconagar, P.S. Mogra, Dist.- Hooghly, State West Bengal, Pin-712121.

- 3.69. Mrs. REHANA BIBI, (having PAN ATIPB9047K), (Aadhar No. 231038703378)** wife of Saikh Mohammad Reza, by faith Islam, by Occupation Home maker, residing at Mithapukur, P.O. Adconagar, P.S.- Mogra, Dist.- Hooghly, State- West Bengal, Pin-712121
- 3.70. Mr. RITAM BHUNIA, (having PAN DUPPB7374J), Aadhar No. 407440910627)** son of Arup Kumar Bhunia, by faith Hindu, by Occupation Student, residing at Bl. 182, Salt Lake City, Sector-II, Bidhannagar (M), P.O. Search House, P.S. Bidhannagar (East), Dist-North 24 Parganas, Pin-700091.
- 3.71. Mrs. SHABNAM BANU, (having PAN ATCPB9277H), (Aadhar No. 559900337206)** wife OF Mukleshur Rahman, by faith - Islam, by Occupation Service, residing at 34 Linton Street, P.O. & P.S. Entally, Kolkata 700014.
- 3.72. Mr. NURUL ISLAM, (having PAN ADZPI0980P), (Aadhar No. 219051940670)** son of Lt. Taheruddin, by faith-Islam,by Occupation-Businessman, residing at Vill Bhatol, P.O.- Bhatolhat, P.S.- Roygaunj, Dist. - North Dinajpur, Pin - 733156.
- 3.73. SK. HAMMADUR RAHAMAN, (having PAN - CGTPS3519K), (Aadhar No. 821435337774)** son of Sk. Saidur Rahman, by faith - Islam, by Occupation - Doctor, residing at Vill & P.O.- Kaithan, P.S. - Katwa, Dist - Purba Bardhaman, Pin - 713143.
- 3.74. SK. SAZZADUR RAHAMAN, (having PAN - BIWPR2085M), (Aadhar No.588351072492)** son of Sk. Saidur Rahaman, by faith - Islam, by Occupation -Businessman, residing at Vill & P.O. - Kaithan, P.S. - Katwa, Dist - Purba Bardhaman, Pin - 713143.
- 3.75. MD. SOLMAN, (having PANDOSPS7477Q), (Aadhar No.547955125070)** son of Mohammad Salauddin, byfaith - Islam, by Occupation - Service, residing at Jalibagicha, Bhagwangola1, P.O. Mahishasthali, P.S. Bhagwangola, Dist. - Murshidabad, Pin- 742178.
- 3.76. Mrs. KHADIJA BIBI, (having PANCZNPk0840G), (Aadhar No.275825714142)** wife of Molla Zakir Hossain, by faith - Islam, by Occupation - Housewife, residing at Vill & P.O. - Nutanhat, P.S. -Mangalkot, Dist. - Purba Bardhaman, Pin - 713147.

- 3.77. Mr. MOLLA ALI HOSSAIN, (having PAN -AJOPH7688C) (Aadhar No.721232353569)** son of Molla Abul Hasem, by faithIslam, by Occupation – Businessman, residing at Vill & P.O. – Nutanhat, P.S. – Mangalkot, Dist. – Purba Bardhaman, Pin –713147.
- 3.78. Mr. SAIFUL ISLAM SHAIKH, (having PAN – BDHPS7148L) (Aadhar No.- 228288700427)** son of Samsher Sekh alias Samsher Ali Sekh, by faith – Islam, by Occupation – Service, residing at Villa- Humaipur, P.O.- Abdalpur, P.S. Madhyamgram, Dist.- North 24Parganas, Pin – 700155.
- 3.79. Mr. PARVEZ HOSSAIN, (having PANABRPH3291A) (Aadhar No.726547465000)** son of Rezaul Hossain, by faith- Islam, by Occupation - Advocate, residing at 115/11A, Diamond Harbor Road, P.O. & P.S. - Thakurpukur, Kolkata -700063.
- 3.80. DR. MD. MOSIUR RAHAMAN, (having PAN - ADCPR0961Q) (Aadhar No. 971377800587)** son of Md. Ahasan Ali, by faith - Islam, by Occupation - Professional, residing at Vill & P.O.- Diar Fatepur, P.S. - Lalgola, Dist - Murshidabad, Pin - 742135.
- 3.81. MD. SIRAZUL HOQUE, (having PAN - ABAPH7385N) (Aadhar No.599431746896)** son of Lt. Golam Kibria, by faith- Islam, by Occupation - Doctor, residing at Vill - Chhotogoga, P.O. & P.S. Labpur, Dist. - Birbhum, Pin -731303.
- 3.82. Mr. JAVED AKHTER HOSSAIN (PAN - ADGPH9996K), (Aadhar No.431595833433)** son of Rezaul Hossain, by faith Islam, by Occupation Service, residing at 115/11A, Diamond Harbor Road, P.O. & P.S. - Thakurpukur, Kolkata -700063
- 3.83. Mr. NAZIBAR RAHAMAN, (having PAN - ADCPR4531Q) (Aadhar No. 619679714554)** son of Lt. Md. Rustom Ali, by faith- Islam, by Occupation - Service,residing at Purba Haidarpur, P.O. Maldah, P.S. English Bazar, Dist - Maldah, Pin - 732101
- 3.84. Mr. MOLLA GOLAM MORTUJA, (having PAN - AVOPM4035E) (Aadhar No. 249396372312)** son of Molla Golam Mostafa, by faith - Islam, by Occupation

Service, residing at Vill & P.O. - Kaithan, P.S.- Katwa, Dist. - Purba Bardhaman, Pin -742133

3.85. MD. YOUNUS ALI, (having PAN BHNPA6951M) (Aadhar No.4405501590526) son of Lt. Md. Abu Bakkar, by faith -Islam, by Occupation Businessman, residing at Vill & P.O. Kaisaha, P.S. Beldanga, Dist. - Murshidabad, Pin - 742133.

3.86. SEKH AKRAMUL ALAM, (Having PAN -AKFPA2332J) (Aadhar No. 430277609326) son of Lt. Mahinaddin Ahammed, by Faith Islam, by Occupation - Service, residing at Vill - Khardah, P.O. -Tulsiberia, P.S.- Amta, Dis- Howrah, Pin- 711401.

All 3.1 to 3.86 Landowners represented by constituent Attorney **M/S. DHARITRI INFRAVENTURE PVT. LTD.** (having **PAN AAFCD3234P**), a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at DN 51, Merlin Infinite Building, 6th Floor, Unit 805, Salt Lake, Sector V, Post Office & - Police Station - Electronic Complex, Kolkata - 700 091, District - North 24 Parganas, being represented by its Directors namely **SRI VICKY SINGH (having PAN CIEPS6214G) (Aadhar No. 657913246457)**, son of Late Ranjit Singh, by faith Hindu, by nationality - Indian, by occupation Business, residing at Premises No. 5/H/ Bagmari Road, Post Office- Kankurgachi, Police Station Manicktala, Kolkata-700.054, District - North 24 Parganas vide several power of attorney Owner no 3.1 to 3.33 dated 23.09.2019 which was registered in the office of A.D.S.R Rajarhat, New Town and duly recorded in book no. I, volume no. 1523-2019, pages from 455296 to 455485, being no. 152311558 for the year 2019 and owner no 3.34 on dated 18.02.2021 which was registered in the office of A.R.A-IV Kolkata, West Bengal and duly recorded in book no. I, volume no. 1904-2021, pages from 50726 to 50767, being no. 190400745 for the year 2021 and Owner no3.35 on dated 24.01.2020 which was registered in the office of A.D.S.R Rajarhat, New Town and duly recorded in book no. I, volume no. 1523-2020, pages from 40798 to 40848, being no. 152300640 for the year 2020 and Owner no3.36 on dated 04.12.2019 which was registered in the office of A.D.S.R Rajarhat, New Town and duly recorded in book no. I, volume no. 1523-2019, pages from 563247 to 563297, being no.

1523313957 for the year 2019 and Owner no3.37 to 3.41 on dated 17.12.2020 which was registered in the office of A.R.A-IV Kolkata and duly recorded in book no. I, volume no. 1904-2020, pages from 337052 to 337117, being no. 190405894 for the year 2020 and Owner no3.42 to 3.46 on dated 12.12.2019 which was registered in the office of A.D.S.R Rajarhat, New Town and duly recorded in book no. I, volume no. 1523-2019, pages from 585324 to 585402, being no. 152314637 for the year 2019 and Owner no3.47 to 3.53 on dated 26.12.2019 which was registered in the office of A.D.S.R Rajarhat, New Town and duly recorded in book no. I, volume no. 1523-2019, pages from 614491 to 614542, being no. 152315239 for the year 2019 and Owner no3.54 to 3.86 on dated 30.09.2019 which was registered in the office of A.D.S.R Rajarhat, New Town and duly recorded in book no. I, volume no. 1523-2019, pages from 455623 to 455807, being no. 152311486 for the year 2019

Hereinafter collectively referred to as the **“LANDOWNERS/ VENDORS”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor, successors in interest and assigns) of the **FIRST PART**.

AND

3.87 M/S. DHARITRI INFRAVENTURE PVT. LTD. (having **PAN AAFCD3234P**), a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at DN 51, Merlin Infinite Building, 6th Floor, Unit 805, Salt Lake, Sector V, Post Office & - Police Station - Electronic Complex, Kolkata - 700 091, District - North 24 Parganas, being represented by its Directors namely **SRI VICKY SINGH** (having **PAN CIEPS6214G**) (**Aadhar No. 657913246457**), son of Late Ranjit Singh, by faith Hindu, by nationality - Indian, by occupation Business, residing at Premises No. 5/H/ Bagmari Road, Post Office- Kankurgachi, Police Station Manicktala, Kolkata-700.054, District - North 24 Parganas.

Hereinafter called and referred to as the **“DEVELOPER”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its director in office, office bearers, executors, administrators, representative, and assigns) of the **SECOND PART**.

AND

3.88 SUKRAN REALTY PRIVATE LIMITED, (PAN NO- ABHCS6878D) a Company is registered under Companies Act, 1956 having its corporate office at Astra Towers, 2C/1 Action Area IIC, Rajarhat, 5th floor Unit-ANO- 510, P.O.-New Town, P.S.-New Town, Kolkata700161, represented by its director namely **SHRI PALASH DAS (PAN BKJPD7037E) (AADHAAR NO- 835976867778)** son of Kushal Das, by occupation-Business, by religion- Hinduism, residing at Bhubaneshwari, P.O.-Bhubaneshwari Bazar, P.S.- Manipith Coastal Police Station, District- South 24 Parganas, Pin-743383.

Hereinafter called and referred to as the **“CONFIRMING PARTY”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its director in office, office bearers, executors, administrators, representative, and assigns) of the **THIRD PART**.

AND

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

[Please insert details of other allottee(s), in case of more than one allottee]

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

WHEREAS:

- A. The Promoter is the absolute and lawful owner of [Please insert land details as per laws in force] _____ totally admeasuring _____ square meters situated at in Mouza, Block & District _____ ("Said Land") vide sale deed/ lease deed(s) dated _____ registered at the office of the Registrar /Sub-Registrar/ Additional Registrar of Assurance _____ in Book No _____ Voucher No _____ Pages from _____ to _____ bearing being No _____ of the year _____

[OR]

- B. _____ ("Owner") is the absolute and lawful owner of [Please insert land details as per laws in force] _____ totally admeasuring _____ square meters situated at _____ in Mouza, Block & District ("Said Land") vide sale deed/ lease deed(s) dated _____ registered at the office of the Registrar /Sub-Registrar/ Additional Registrar of Assurance _____ in Book No _____ Voucher No _____ Pages from _____ to _____ bearing being No _____ of the year _____,

The Owner and the Promoter have entered into a [collaboration/development/joint development] agreement dated _____ registered at the office of the Registrar /Sub-Registrar/ Additional Registrar of Assurance _____ in Book No _____ Voucher No _____ Pages from _____ to _____ bearing being No _____ of the year _____

- C. The Said Land is earmarked for the purpose of building a [*commercial/residential/any other purpose*] project, comprising _____ multistoried apartment buildings and [*insert any other components of the Projects*] and the said project shall be known as ' _____ ' ("Project");

[OR]

The Said Land is earmarked for the purpose of plotted development of a [*commercial/residential/any other purpose*] project, comprising _____ plots and [*insert any other components of the Projects*] and the said project shall be known as ' _____ ' ("Project");

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.

- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;
- E. The _____ [Please insert the name of the concerned competent authority] has granted the commencement certificate to develop the Project vide approval dated bearing no. _____;
- F. The Promoter has obtained the final layout plan approvals for the Project from _____ [Please insert the name of the concerned competent authority]. The Promoter agrees and undertakes that

it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

- G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no. _____; on _____ under registration no. _____
- H. The Allottee had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, type _____, on _____ floor in [tower/block/building] no. ("Building") along with garage/closed parking no. _____ admeasuring _____ square feet in the _____ [Please insert the location of the garage/closed parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

[OR]

The Allottee had applied for a plot in the Project vide application no. _____ dated _____ and has been allotted plot no. _____ having area of _____ square feet and plot for garage/closed parking admeasuring _____ square feet (if applicable) in the [Please insert the location of the garage/closed parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Plot" more particularly described in Schedule A);

- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J. _____
[Please enter any additional disclosures/details]
- K. 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;
- L. 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;
- M. 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 [Apartment/Plot] and the garage/closed parking (if applicable) as specified in paragraph G;

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

1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment/Plot] as specified in paragraph H;

The Total Price for the [Apartment/Plot] based on the carpet area is Rs. _____
(Rupees _____ only ("**Total Price**") (Give break up and description):

Block/Building/Tower No. _____ Apartment No. _____ Type _____ Floor _____	Rate of Apartment per square feet*

*Provide break up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND] [if/as applicable]

Garage/Closed Parking - 1	Price for 1
Garage/Closed Parking - 2	Price for 2

[OR]

Plot No. _____ Type _____	Rate of Plot per square feet*

Explanation:

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/Plot];

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot];

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

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

(iv) The Total Price of [Apartment/Plot] includes: 1) pro rata share in the Common Areas; and 2) _____garage(s)/closed parking(s) as provided in the Agreement.

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

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

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

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

[Applicable in case of an apartment] The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then 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 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.

Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment/Plot] as mentioned below:

(i) The Allottee shall have exclusive ownership of the [Apartment/Plot];

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

(iii) That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Promoter and the Allottee agrees that the [Apartment/Plot] along with _____ garage/closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

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

The Promoter agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoing collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Allottee has paid a sum of Rs _____, (Rupees _____ only) as booking amount being part payment towards the Total Price of the [Apartment/Plot] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/Plot] as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee Cheque / Demand Draft or Online Payment (as applicable) in favour of ' _____ ' payable at _____.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment 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 payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the specifications of the [Apartment/Plot] and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the _____ [Please insert the relevant laws in force] and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT

Schedule for possession of the said [Apartment/Plot]: The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment/Plot] on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). 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 [Apartment/Plot], 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 that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment/Plot], 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/Plot] 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.

Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as mentioned above, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided as mentioned above, such Allottee shall continue to be liable to pay maintenance charges as applicable.

Possession by the Allottee – After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/Plot] 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.

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. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (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/Plot], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot].

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

(i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

(ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project;

[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

(iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment/Plot];

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Plot] and common areas;

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

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Allottee and the common areas to the Association of the Allottees;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project;

(xiii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

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

In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

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

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

- (i) In case the Allottee fails to make payments for _____ consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/ Plot] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the [Apartment/Plot] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the [Apartment/Plot].

[Insert any other clauses in relation to maintenance of project, infrastructure and equipment]

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's 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 [Apartment/Plot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the _____ (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT: Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Plot] and keep the [Apartment/Plot], its walls and partitions,

sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Plot] 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 [Apartment/Plot]. 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 ALLOTTEE

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

18. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

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

20. APARTMENT OWNERSHIP ACT

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

21. BINDING EFFECT

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

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

23. RIGHT TO AMEND

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

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE

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

26. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the [Apartment/Plot] bears to the total carpet area of all the [Apartments/Plots] in the Project.

28. FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

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

30. NOTICES

That all notices to be served on the 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 at their respective addresses specified below:

Name of Allottee

(Allottee Address)
M/s _____ Promoter name

(Promoter Address)

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

31. JOINT ALLOTTEES

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

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

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

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or

inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]

**SCHEDULE 'A' ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS
(SAID PROPERTY)**

ALL THAT the piece and parcel of Bastu land measuring about _____ and premises no. _____ and butted and bounded as under :

ON THE NORTH : By;

ON THE SOUTH : By;

ON THE EAST : By

ON THE WEST : By.

**SCHEDULE 'B' – FLOOR PLAN OF THE APARTMENT
(Said Apartment)**

ALL THAT the Apartment No '____' on Block: ____ having an area of _____ Square feet be the same a little more or less (Carpet Area) corresponding to _____ Square feet be the same a little more or less (Built up area) corresponding to _____ Square feet be the same a little more or less (Super Built-Up area) situated on the _____ Floor consisting of Two Bed rooms, One dining-cum-drawing, Two bath cum privies, One kitchen and exclusive balcony area of _____ Square feet be the same a little more or less together with one Car parking space measuring about _____ Square feet more or less at Ground Floor at the abovementioned property situated at _____, North 24 Parganas, Pin Code : _____, West Bengal along with proportionate right of common facilities, utilities, benefits and other appurtenance which is to be used as common between all the co-owner of the said property.

SCHEDULE 'C' – PAYMENT PLAN BY THE ALLOTTEE

PAYMENT PLAN

The Total Price shall be paid by the Allottee in the following manner:

Sl. No.	Total Price	Amount to be paid (in rupees)
1.	On Booking	9%
2.	On execution of Agreement for Sale	11%
3.	On Completion of Foundation	15%
4.	On Completion of 2nd Floor Casting	10%
5.	On Completion of 4 th Floor Casting	10%
6.	On Completion of 6 th Floor Casting	10%
7.	On Completion of 9 th Floor Casting	10%
8.	On Completion of Roof Casting	10%
9.	On Completion of Flooring of Unit	10%
10.	On Possession of the Unit	5%

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) _____

(2) _____

At _____ on _____ in the presence of:

Please affix
photograph
and sign
across the
same

Please affix
photograph
and sign
across the
same

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) _____

(Authorized Signatory)

Please affix
photograph
and sign
across the
same

WITNESSES:

1. Signature _____ Name –

Address _____

2. Signature _____ Name –

Address _____