

ANNEXURE 'A'

[See rule 9]

**AGREEMENT FOR
SALE**

This Agreement for Sale ("**Agreement**") executed on this 5th day of January, 2024,

By and Between

- 1) **Smt. Asha Purna Mandal, (PAN – CUAPM9752R; AADHAAR NO. 8400 1404 1709)**, wife of Late Bimal Krishna Mandal, aged about 78 years, by faith – Hindu, by occupation – housewife, by nationality – Indian, residing at Salua, Mondal Para, Gopalpur (M), Rajarhat-Gopalpur, Post Office – R. Gopalpur, Police Station – Airport, PIN - 700136, District – North 24 Parganas;
- 2) **Sri Bivash Mandal, (PAN – CUEPM2961C, AADHAAR No. 8366 6101 2630)**, son of Late Bimal Krishna Mandal, aged about 52 years, by faith – Hindu, by occupation – Business, by nationality – Indian, residing at Salua, Mondal Para, Gopalpur (M), Rajarhat-Gopalpur, Post Office – R. Gopalpur, Police Station – Airport, PIN - 700136, District – North 24 Parganas;
- 3) **Sri Bapan Kanti Mandal, (PAN – ASJPM9990L, AADHAAR No. 6593 6696 9389)**, son of Late Bimal Krishna Mandal, aged about 52 years, by faith – Hindu, by occupation – Business, by nationality – Indian, residing at Salua, Mondal Para, Gopalpur (M), Rajarhat-Gopalpur, Post Office – R. Gopalpur, Police Station – Airport, PIN - 700136, District – North 24 Parganas and
- 4) **Smt. Rita Mandal, (PAN – BDBPM6676B, AADHAAR No. 3218 0252 5981)**, daughter of Late Bimal Krishna Mandal, aged about 52 years, by faith – Hindu, by occupation – Business, by nationality – Indian, residing at Salua, Mondal Para, Gopalpur (M), Rajarhat-Gopalpur, Post Office – R. Gopalpur, Police Station – Airport, PIN - 700136, District – North 24 Parganas;
- 5) **Sri Biswajit Samui (PAN – BGLPS0579L; AADHAAR NO. 8713 4806 5517)**, son of Late Ramchandra Samui, by faith – Hindu, by occupation – Business, by nationality – Indian, residing at Salua Mondalpara, Post Office – R. Gopalpur, Police Station – Airport, Kolkata – 700136, District – North 24 Parganas;
- 6) **Sri Ranajit Samui (PAN – BMAPS9970G; AADHAAR NO. 3333 2986 9539)**, by faith – Hindu, by occupation – Business, by nationality – Indian, residing at Salua Mondal Para, Post Office – R. Gopalpur, Police Station – Airport, Kolkata – 700136, District – North 24 Parganas;
- 7) **Maya Samui (PAN – EGBPS2365P; AADHAAR NO. 6338 7270 3520)**, wife of Late Satrughna Samui, by faith – Hindu, by occupation – Housewife, by nationality – Indian, residing at Salua Mondalpara, Post Office – R. Gopalpur, Police Station – Airport, Kolkata – 700136, District – North 24 Parganas; **AND**
- 8) **Kapil Samui (PAN – COBPS1270P; AADHAAR NO. 6491 8875 0886)**, son of Late Satrughna Samui, by faith – Hindu, by occupation – Business, by nationality – Indian, residing at Salua Mondal Para, Post Office – R. Gopalpur, Police Station – Airport, Kolkata – 700136, District – North 24 Parganas,

hereinafter shall be referred to as the "**OWNER/Grantor**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his respective heirs, executors, administrators, successors, legal representatives and/or assigns-in-interest) and shall be called and hereinafter referred to as the **FIRST PART, represented through their Power of Attorney Holder namely A. Construction**, a proprietary firm having its principal place of business at Paschim Para, Jatragachi (CT), Post Office – Ghuni, Police Station – Lake Town, Kolkata – 700157, District – North 24 Parganas represented through its proprietor namely **Azizul Haque (PAN – AQJPH7233B; AADHAAR NO. 6919 1892 7257)**, son of Sirajul Haque, by faith Islam, by occupation Business, by nationality – Indian, residing at Paschim Para, Jatragachi (CT), Post Office – Ghuni, Police Station – Lake Town, Kolkata – 700157, District – North 24 Parganas, hereinafter referred to as the "**Developer/Attorney**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, legal representatives, nominees, successor or successors-in-interest/office).

A Construction, a proprietary firm having its principal place of business at Paschim Para, Jatragachi (CT), Post Office – Ghuni, Police Station – Lake Town, Kolkata – 700157, District – North 24 Parganas represented through its proprietor namely **Azizul Haque (PAN – AQJPH7233B;**

AADHAAR NO. 6919 1892 7257), son of Sirajul Haque, by faith Islam, by occupation Business, by nationality – Indian, residing at Paschim Para, Jatragachi (CT), Post Office – Ghuni, Police Station – Lake Town, Kolkata – 700157, District – North 24 Parganas authorized vide _____, 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, executors, administrators and permitted assignees, including those of the respective partners).

- 1) _____, by faith – Hindu, by occupation - _____, by nationality – Indian, residing _____, 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).

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

WHEREAS:

WHEREAS one Late Lalita Bala Dasi purchased on 14.10.1949 an area of more or less 12 Decimals of land out of 24 Decimals of land from one Dukhiram Ghosh, son of Nibaran Chandra Ghosh, of Village – Salua, lying and situated at Paragana – Kolkata, Mouza – Salua, Touzi no. 2998, Hal Touzi no. 10, Police Station – previously Rajarhat, presently Airport, District North 24 Parganas, within the jurisdiction of Additional District Sub-Registrar, Bidhannagar, within Ward no. 4 of Rajarhat-Gopalpur Municipality, Sabek Khatian no. 66 and Sabek Dag no. 365, by dint of a Deed of Sale registered before the Office of the Additional District Sub-Registrar, Cossipore, Dum Dum and recorded in Book no. I, Volume no. 51, Pages – 198 to 300, Being no. 3730, for the year 1949.

AND WHEREAS one Sashadhar Ghosh also purchased an area of more or less 12 Decimals of land out of 24 Decimals of land from one Rangalal Ghosh, lying and situated at Paragana – Kolkata, Mouza – Salua, Touzi no. 2998, Hal Touzi no. 10, Police Station – previously Rajarhat, presently Airport, District North 24 Parganas, within the jurisdiction of Additional District Sub-Registrar, Bidhannagar, within Ward no. 4 of Rajarhat-Gopalpur Municipality, Sabek Khatian no. 66 and Sabek Dag no. 365.

AND WHEREAS on 18.04.1947, said Sashadhar Ghosh sold the said 12 Decimals of land out of 24 Decimals lying in Sabek Dag no. 365 to one Nitai Chandra Mondal by dint of a Deed of Sale registered before the Office of the Additional District Sub-Registrar, Cossipore, Dum Dum.

AND WHEREAS on 20.04.1951, said Nitai Chandra Mondal sold the said 12 Decimals of land out of 24 Decimals to one Late Akhil Chandra Samui by dint of a Deed of Sale registered before the Office of the Additional District Sub-Registrar, Cossipore, Dum Dum and the said Deed was recorded in Book no. I, Volume no. 32, Pages – 230 to 232, Being no. 2267, for the year 1951 and thus said Akhil Chandra Samui became the absolute owner with right, title and interest in respect of the said property.

AND WHEREAS in the aforesaid manner said Lalita Bala Dasi and said Akhil Chandra Samui, being husband and wife became the owner of the land admeasuring more or less 24 Decimals lying and situated at Paragana – Kolkata, Mouza – Salua, Touzi no. 2998, Hal Touzi no. 10, Police Station – previously Rajarhat, presently Airport, District North 24 Parganas, within the jurisdiction of Additional District Sub-Registrar, Bidhannagar, within Ward no. 4 of Rajarhat-Gopalpur Municipality, Sabek Khatian no. 66 and Sabek Dag no. 365 and accordingly recorded their names in the R.S. record of rights.

AND WHEREAS Said Lalita Bala Dasi and Late Akhil Chandra Samui of Village – Salua, while being seized and possessed of the said landed property by constructing residential structure over and upon the said land by dint of purchase deeds from said Dukhiram Ghosh and Nitai Chandra Mondal recorded his name in the R.S. Record of Rights and while enjoying and possessing the said landed property said Lalita Bala Dasi and Akhil Chandra Samui died intestate leaving behind him Satrughna Samui, Ram Chandra Samui, Lakshman Chandra Samui, Jayanti Das and Lakshmi Samanta and therefore the said legal heirs of Lalita Bala Dasi and Akhil Chandra Samui became the joint owners of the said landed property.

AND WHEREAS thereafter said Lakshman Chandra Samui died intestate without marriage and no children of his own, thereby leaving behind the other legal heirs of Late Lalita Bala Dasi and Akhil Chandra Samui as his legal heirs also by law of survivorship.

AND WHEREAS while seized and possessed and enjoying the said landed property, the existing said legal heirs of Lalita Bala Dasi and Akhil Chandra Samui for their convenience of residence and to avoid future confusions and problems, made between themselves one oral partition and out of that partition in Plot no. B which comprised of more or less 04 Cottahs 13 Chhitaks 18 Sq.Ft. of land came to Satrughna Samui and said Satrughna Samui decided to sell an area of more or less 02 Cottahs 09 Chhitaks 12 Sq.Ft. of land out of his partitioned portion of more or less 04 Cottahs 13 Chhitaks 18 Sq.Ft. and finding his proposal one **Bimal Krishna Mondal**, son of Late Sashadhar Mondal **purchased on 15.12.2003** the said **landed property from said Satrughna Samui by dint of Deed of Sale registered before the Office of the Additional District Sub-Registrar, Bidhannagar, North 24 Parganas and recorded in Book no. I, Volume no. 598, Pages – 124 to 141, Being no. 10498, for the year 2003.**

AND WHEREAS the said landed property is later recorded under L.R. Krishi Khatian no. 273 corresponding to L.R. Dag no. 364 and L.R. Khatian renumbered as 2083 lying and situated under the same Mouza – Salua, Pargana – Kolkata, J.I. no. 3, Reh.Sah No. 109, Sabek Khatian no. 66, Sabek Dag no. 365 and the nature of the land has been **recorded as Bastu.**

AND WHEREAS *the Developer herein entered into one Development Agreement with Power of Attorney dated 03.01.2023 with the owners namely Asha Purna Devi, Bivash Mandal, Bapan Kanti Mandal and Rita Mandal and the said Deed was registered before the Office of the Additional Registrar of Assurance IV, Kolkata and recorded in Book no. I, Volume no. 1904-2023, Pages – 73317 to 73371, Being no. 190400839 for the year 2023 for the development of ALL THAT piece and parcel of Bastu land admeasuring more or less 02 Cottahs 09 Chhitaks 12 Sq.Ft. appertaining to L.R. Krishi Khatian no. 273 corresponding to L.R. Dag no. 364 and L.R. Khatian renumbered as 2083 lying and situated under the same Mouza – Salua, Pargana – Kolkata, J.L. no. 3, Reh.Sah No. 109, Touzi no. 10, C.S. Khatian no. 66, C.S. Dag no. 365, R.S. Dag no. 364, Sabek Khatian no. 66, Sabek Dag no. 365, District – North 24 Parganas, PIN - 700136 within Police Station – Airport, presently within the jurisdiction of Bidhannagar Municipal Corporation.*

A N D

WHEREAS one Lalita Bala Dasi @ Lalita Samui (since deceased), wife of Late Akhil Chandra Samui purchased an area of more or less 12 Decimals of Bastu land out of the entire area of more or

less 24 Decimals of Bastu land lying and situated at Mouza – Salua, Touzi no. 10 (previously 2998), in Sabek Dag no. 365 (R.S.), Sabek Khatian no. 66 (R.S.), within Police Station – Rajarhat (presently Airport), District – North 24 Parganas under the jurisdiction of Rajarhat-Gopalpur Municipality (presently Bidhannagar Municipal Corporation), Additional District Sub Registrar, Bidhannagar (Salt Lake City) by dint of a Bengali Saf Bikroi Kobala dolil dated 14.10.1949 which was registered before the Office of the Sub-Registrar, Cossipore Dum Dum, recorded in Book no. I, Volume no. 51, Pages – 298 to 300, Being no. 3730 for the year 1949 from one Sri Dukhi Ram Ghosh, son of Late Nibaran Chandra Ghosh, of Village – Salua and thereafter said Lalita Bala Dasi in exclusion to all other continued to be in absolute possession with right, title and interest of the said plot of land.

AND WHEREAS by another Bengali Deed of Saf Bikroi Kobala dated 20.04.1951 registered before the Office of the Sub Registrar, Cossipore, Dum Dum and recorded in Book no. I, Volume no. 32, Pages – 230 to 232, Being no. 2267 for the year 1951, one Akhil Chandra Samui, son of Late Sibcharan Samui purchased the remaining area of more or less 12 Decimals of Bastu land out of the entire 24 Decimals of Bastu land lying and situated at Mouza – Salua, Touzi no. 10 (previously 2998), in Sabek Dag no. 365 (R.S.), Sabek Khatian no. 66 (R.S.), within Police Station – Rajarhat (presently Airport), District – North 24 Parganas under the jurisdiction of Rajarhat-Gopalpur Municipality (presently Bidhannagar Municipal Corporation), Additional District Sub Registrar, Bidhannagar (Salt Lake City) from one Sri Nitai Chandra Mondal, son of Late Kedar Mondal and thereafter continued to be in absolute possession with 16 annas right, title and interest in the landed property.

It is worthy to mention here that originally one Rangalal Ghosh sold and transferred the aforesaid more or less 12 Decimals of Bastu land out of the entire 24 Decimals of Bastu land lying and situated in the same said Dag and Khatian in favour of one Shashadhar Mondal and while being seized, possessed and in occupation of same, said Shashadhar Mondal by dint of Deed of Conveyance dated 18.04.1947 registered before the Office of the District Registrar, Cossipore Dum Dum, sold and transferred the said landed property in favour of one Nitai Chandra Mondal, son of Kedar Mondal, resident of Village : Salua, North 24 Parganas.

AND WHEREAS said Akhil Chandra Samui died intestate on 04.04.1965 leaving behind himself the following as his only legal heirs, successors and representatives in the world namely :-

- A) Smt. Lalita Bala Dasi @ Lalita Samui (wife);
- B) Sri Ram Chandra Samui (son);
- C) Sri Satrughna Samui (son);
- D) Sri Laxman Samui (son);
- E) Smt. Jayanti Das (daughter); and
- F) Smt. Lakshmi Samanta (daughter).

AND WHEREAS said Smt. Lalita Bala Dasi @ Lalita Samui died intestate on 04.04.1990 leaving behind herself the following as her only legal heirs, successors and representatives in the world namely :-

- A) Sri Ram Chandra Samui (son);
- B) Sri Satrughna Samui (son);
- C) Sri Laxman Samui (son);
- D) Smt. Jayanti Das (daughter); and
- E) Smt. Lakshmi Samanta (daughter).

AND WHEREAS said Laxman Samui died intestate and bachelor on 24.06.1995 leaving behind himself the following as his only legal heirs, successors and representatives in the world namely :-

- A) Sri Ram Chandra Samui (son);
- B) Sri Satrughna Samui (son);
- C) Smt. Jayanti Das (daughter); and
- D) Smt. Lakshmi Samanta (daughter).

AND WHEREAS the aforesaid following legal heirs, successors and representatives of Late Akhil Chandra Samui, Lalita Bala Dasi @ Lalita Samui and Laxman Samui inherited jointly to the entire area of more or less 24 Decimals of Bastu land more fully and particularly mentioned in the schedule below to this Deed lying and situated at Mouza – Salua, Touzi no. 10 (previously 2998), in Sabek Dag no. 365 (R.S.), Sabek Khatian no. 66 (R.S.), within Police Station – Rajarhat (presently Airport), District – North 24 Parganas under the jurisdiction of Rajarhat-Gopalpur Municipality (presently Bidhannagar Municipal Corporation), Additional District Sub Registrar, Bidhannagar (Salt Lake City) by operation of the Hindu Succession Act, 1956 and thereafter continued to jointly seize, possess and occupy the same with full right, title and interest in exclusion to all other persons.

AND WHEREAS in the aforesaid manner, said Ram Chandra Samui, Satrughna Samui, Smt. Jayanti Das and Smt. Lakshmi Samanta became the owner of 1/4th undivided proportionate share each of the entire more or less **24 Decimals (equivalent to more or less 14 Cottahs 08 Chhitaks 14 Square Feet)** of Bastu land more or less i.e. each became entitled to more or less 6 Decimals of Bastu land each.

AND WHEREAS thereafter a mutual family Partition Deed was executed by and between the said Ram Chandra Samui, Satrughna Samui, Smt. Jayanti Das and Smt. Lakshmi Samui. By dint of Partition the said Ram Chandra Samui was allotted 5 Cottah 10 Chittack 41 Square Feet, the said Shatrughna Samui was allotted 4 Cottah 13 Chittack 18 Square Feet. The said Jayanti Das was allotted 2 Cottah and the said Lakshmi Samanta was allotted 2 Cottah land, lying and situated at Mouza – Salua, Touzi no. 10 (previously 2998), in Sabek Dag no. 365 (R.S.), Sabek Khatian no. 66 (R.S.), within Police Station – Rajarhat (presently Airport), District – North 24 Parganas under the jurisdiction of Rajarhat-Gopalpur Municipality (presently Bidhannagar Municipal Corporation), Additional District Sub Registrar, Bidhannagar (Salt Lake City).

AND WHEREAS said **Ram Chandra Samui, Satrughna Samui, Smt. Jayanti Das and Smt. Lakshmi Samanta jointly sold, transferred and conveyed an area of more or less 02 Cottahs of landed property out of the entire 24 Decimals of Bastu land** lying and situated in Mouza – Salua, J.L. no. 3, Reh.Sah. no. 109, Touzi no. 2998, appertaining to Sabek Khatian no. 66, Jamidar Khatian no. 60, L.R. Khatian no. 273, Sabek Dag no. 365 corresponding to Hal Dag no. 364, Holding no. R.G.M. 11/2204, Ward no. 11/4 in favour of one Smt. Tara Saha, wife of Sri Tapan Kumar Saha, resident of A.D.-22, Rabindrapally, Krishnapur, Post Office – Prafulla Kanan, Police Station – Rajarhat, Kolkata – 700059, North 24 Parganas by dint of one **Bengali Saf Birkoi Kobala Dolipetro dated 01.02.1999 registered before the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City) and recorded in Book no. I, Volume no. 10, Pages – 179 to 188, Being no. 385 for the year 1999** and thus, said Ram Chandra Samui got left with the residual plot of land of an area of more or less 05 Cottahs 02 Chhitaks 41 Sq.Ft., Satrughna Samui got left with the residual plot of land of an area of more or less 04 Cottahs 05 Chhitaks 18 Sq.Ft., Smt. Jayanti Das got left with the residual plot of land of an area of more or less 01 Cottah 08 Chhitaks and Smt. Lakshmi Samanta jointly got left with the residual plot of land of an area of more or less 01 Cottah 08 Chhitaks of Bastu land out of entire more or less 24 Decimals of land.

AND WHEREAS after the Sale and Mutual Family Partition, the following are the respective share of land area of the aforesaid Owners.

- a) **Ram Chandra Samui : 5 Cottah 2 Chittack 41 Square Feet**
- b) **Satrughna Samui : 4 Cottah 5 Chittack 18 Square Feet**
- c) **Jayanti Das : 1 Cottah 8 Chittack**
- d) **Lakshmi Samanta : 1 Cottah 8 Chittack**

AND WHEREAS the said **Ram Chandra Samui, Satrughna Samui, Smt. Jayanti Das and Smt. Lakshmi Samanta jointly sold, transferred and conveyed from the Southern half part an area of more or less 02 Cottahs 07 Chhitaks 16 Sq.Ft. of Bastu land (previously Bagan) out of more or less 12 Cottahs 05 Chhitaks 31 Sq.Ft. land out of entire more or less 24 Decimals of Bastu land** lying and situated in Mouza – Salua, J.L. no. 3, Reh.Sah. no. 109, Touzi no. 2998, appertaining to Sabek Khatian no. 66, Jamidar Khatian no. 60, L.R. Khatian no. 273, Sabek Dag no. 365 corresponding to Hal Dag no. 364, Holding no. R.G.M. 11/2204, Ward no. 11/4 in favour of Sri Siddhartha De and Sri Goutam De jointly by dint of a **Bengali Deed of Saf Bikroi Kobala dated 20.11.2000 registered before the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City) recorded in Book no. I, Being no. 6369, for the year 2000** and therefore the said Ram Chandra Samui got left with the residual plot of land of an area of more or less 04 Cottahs 09 Chhitaks 03 Sq.Ft., Satrughna Samui got left with the residual plot of land of an area of more or less 03 Cottahs 11 Chhitaks 25 Sq.Ft., Smt. Jayanti Das got left with the residual plot of land of an area of more or less 14 Chhitaks 07 Square Feet and Smt. Lakshmi Samanta jointly got left with the residual plot of land of an area of more or less 14 Chhitaks 07 Sq.Ft. of Bastu land out of entire more or less 24 Decimals of land.

AND WHEREAS after the aforesaid Sale the following are the respective share of land area of the aforesaid Owners.

- | | |
|-----------------------------|--|
| a) Ram Chandra Samui | : 4 Cottah 09 Chittack 03 Square Feet |
| b) Satrughna Samui | : 3 Cottah 11 Chittack 25 Square Feet |
| c) Jayanti Das | : 14 Chittack 07 Square Feet |
| d) Lakshmi Samanta | : 14 Chittack 07 Square Feet |

AND WHEREAS said Sri Ramchandra Samui died intestate on 05.12.2002 leaving behind him the following legal heirs, successors and representatives in the world namely :-

- (a) Sri Biswajit Samui (son);
- (b) Sri Abhijit Samui (son);
- (c) Sri Ranajit Samui (son);
- (d) Smt. Rupa Das (daughter)
- (e) Smt. Annapurna Das (daughter) and
- (f) Smt. Parbati Das.

Thus, the aforesaid legal heirs and successors of Late Ramchandra Samui jointly inherited to the undivided proportionate share of the residual land left with their father as per the Hindu Succession Act, 1956.

AND WHEREAS said **Sri Satrughna Samui sold, transferred and conveyed an area of more or less 02 Cottahs 09 Chhitaks and 12 Sq.Ft. of Bastu land together with one 100 Sq.Ft. kaccha structure standing thereon** out of the land of more or less 03 Cottahs 11 Chhitaks 25 Sq.Ft. being his individual share of land lying and situated in Mouza – Salua, J.L. no. 3, Reh.Sah. no. 109, Touzi no. 2998, appertaining to Sabek Khatian no. 66, Jamidar Khatian no. 60, L.R. Khatian no. 273, Sabek Dag no. 365 corresponding to Hal Dag no. 364, Holding no. R.G.M. 11/2204, Ward no. 11/4, North 24 Parganas in favour of Sri Bimal Krishna Mondal, son of Late Shashadhar Mondal, of B.B.-13, Jyangra, Rabindrapally, Police Station – Rajarhat, Kolkata – 700059, North 24 Parganas by dint of one **Bengali saf Bikroi Kobala Dolilpotro dated 15.12.2003 registered before the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City) and recorded in Book no. I, Being no. 10489 for the year 2003.** Thus, **Sri Satrughna Samui got left with an area of more or less 01 Cottah 02 Chhitaks 13 Sq.Ft. after the aforesaid Sale.**

AND WHEREAS said Smt. Jayanti Das died intestate on 10.06.2016 leaving behind her Dipankar Das (son), Basanta Das (son), Mousumi Das (daughter) and Monika Das (daughter) as her legal heirs,

successors and representatives in the world. Thus, her share from within the entire property got devolved upon the aforesaid heirs as per the law of succession governed by the Hindu Succession Act, 1956.

AND WHEREAS after the aforesaid Sale the following are the respective share of land area of the aforesaid Owners.

- a) **Biswajit Samui, Ranajit Samui, Abhijit Samui, Rupa Das, Annapurna Das and Parbati Das : 4 Cottah 09 Chittack 03 Square Feet**
- b) **Satrughna Samui : 1 Cottah 02 Chittack 13 Square Feet**
- c) **Jayanti Das : 14 Chittack 07 Square Feet**
- d) **Lakshmi Samanta : 14 Chittack 07 Square Feet**

AND WHEREAS the said legal heirs of Late Ramchandra Samui i.e. **Biswajit Samui, Ranajit Samui, Abhijit Samui, Rupa Das, Annapurna Das and Parbati Das together with Sri Satrughna Samui, Smt. Jayanti Das and Smt. Lakshmi Samanta sold, conveyed and transferred an area of more or less 02 Cottahs 10 Sq.Ft. of Bastu land** lying and situated in Mouza – Salua, J.L. no. 3, Reh.Sah. no. 109, Touzi no. 2998, appertaining to Sabek Khatian no. 66, Jamidar Khatian no. 60, L.R. Khatian no. 273, Sabek Dag no. 365 corresponding to Hal Dag no. 364, Holding no. R.G.M. 11/2204, Ward no. 11/4 (presently Ward no. 4) in favour of Sri Tarak Nath Kundu, son of Late Radha Mohan Kundu by dint of a **Bengali Saf Bikroi Kobala Dolilpotro dated 04.02.2004 registered before the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City) and recorded in Book no. I, Being no. 00946 for the year 2004.**

AND WHEREAS after the aforesaid Sale the following are the respective share of land area of the aforesaid Owners.

- a) **Biswajit Samui, Ranajit Samui, Abhijit Samui, Rupa Das, Annapurna Das and Parbati Das : 4 Cottah 01 Chittack 0.5 Square Feet**
- b) **Satrughna Samui : 10 Chittack 10.5 Square Feet**
- c) **Jayanti Das : 06 Chittack 4.5 Square Feet**
- d) **Lakshmi Samanta : 06 Chittack 4.5 Square Feet**

AND WHEREAS said Sri Satrughna Samui died intestate on 10.03.2011 leaving behind him the following legal heirs, successors and representatives in the world namely :-

- (a) Smt. Maya Samui (wife);
- (b) Sri Kapil Samui (son);
- (c) Smt. Joya Manna (daughter);
- (d) Smt. Keya Roy (daughter) and
- (e) Smt. Mallika Ghorui (daughter).

AND WHEREAS one of the legal heirs of Late Ramchandra Samui namely Sri Avijit Samui died intestate as Bachelor on 19.05.2018 and thus his undivided proportionate share in the property got devolved upon the surviving legal heirs of Late Ramchandra Samui as per the law of survivorship governed by the Hindu Succession Act, 1956.

AND WHEREAS one of the legal heirs of Ramchandra Samui (since deceased) namely Smt. Rupa Das, wife of Late Prasanta Das died intestate leaving behind her one husband namely Prasanta Das and one daughter namely Silpa Das as only legal heirs, successors and representatives in the world.

AND WHEREAS another daughter of Late Ram Chandra Samui namely Smt. Parbati Das married said Sri Prasanta Das after the demise of said Smt. Rupa Das and said Smt. Parbati Das died intestate leaving behind her husband namely Prasanta Das as the only legal heir in the world.

AND WHEREAS the properties of Late Akhil Chandra Samui and Lalita Bala Dasi @ Lalita Samui devolves upon to the following successors namely :-

- (a) Sri Biswajit Samui (son of Late Ramchandra Samui);
- (b) Sri Ranajit Samui (son of Late Ramchandra Samui);
- (c) Smt. Annapurna Das (daughter of Late Ramchandra Samui);
- (d) Sri Prasanta Das (Husband of Late Rupa Das and Late Parbati Das);
- (e) Smt. Silpa Das (daughter of Late Rupa Das and Prasanta Das);
- (f) Smt. Maya Samui (wife of Late Satrughna Samui);
- (g) Sri Kapil Samui (son of Late Satrughna Samui);
- (h) Smt. Joya Manna (daughter of Late Satrughna Samui);
- (i) Smt. Keya Roy (daughter of Late Satrughna Samui);
- (j) Smt. Mallika Ghorui (daughter of Late Satrughna Samui);
- (k) Sri Dipankar Das (son of Late Jayanti Das);
- (l) Sri Basanta Das (son of Late Jayanti Das);
- (m) Smt. Mousumi Das (daughter of Late Jayanti Das);
- (n) Smt. Monika Das (daughter of Late Jayanti Das);
- (o) Smt. Lakshmi Samanta (daughter of Late Akhil Chandra Samui).

AND WHEREAS thereby the aforesaid **Owners jointly remained seized and possessed of and sufficiently entitled to more or less 5 Cottahs 7 Chittack 20 Square Feet of Bastu land.**

AND WHEREAS said **Smt. Joya Manna, Smt. Keya Roy, Smt. Mallika Ghorui** executed and registered one Deed of Gift dated 10.05.2023 registered before the Office of the Additional Registrar of Assurance II, Kolkata and recorded in Book no. I, Volume no. 1902-2023, Pages - 208909 to 208937, Being no. 190206603, for the year 2023 and conveyed and transferred their joint shares of the property being **ALL THAT piece and parcel of undivided proportionate impartible share of more or less 06 Chhitaks and 6.3 Sq.Ft.** lying and situated in Mouza – Salua, J.L. no. 3, Reh.Sah. no. 109, Touzi no. 2998, appertaining to Sabek Khatian no. 66, Jamidar Khatian no. 60, L.R. Khatian no. 273, renumbered as **L.R. Khatian nos. 1811, 1812 and 1813**, Sabek Dag no. 365 corresponding to Hal Dag no. 364, **L.R. Dag no. 364**, Holding no. R.G.M. 11/2204 later renumbered as **Holding no. RGM 4/2204**, Ward no. 11/4, presently **Ward no. 4**, presently within **Bidhannagar Municipal Corporation** (previously Rajarhat Gopalpur Municipality), **Police Station – Airport** (previously Rajarhat), **Kolkata – 700136, District – North 24 Parganas** along with all the rights of easements and appurtenances in favour of Smt. Maya Samui and Sri Kapil Samui.

AND WHEREAS said **Smt. Lakshmi Samanta** executed and registered one Deed of Gift dated 10.05.2023 registered before the Office of the Additional Registrar of Assurance II, Kolkata and recorded in Book no. I, Volume no. 1902-2023, Pages - 208992 to 209018, Being no. 190206606, for the year 2023 and conveyed and transferred their joint shares of the property being **ALL THAT piece and parcel of undivided proportionate impartible share of more or less 06 Chhitaks and 4.5 Sq.Ft.** lying and situated in Mouza – Salua, J.L. no. 3, Reh.Sah. no. 109, Touzi no. 2998, appertaining to Sabek Khatian no. 66, Jamidar Khatian no. 60, L.R. Khatian no. 273, renumbered as **L.R. Khatian nos. 1811, 1812 and 1813**, Sabek Dag no. 365 corresponding to Hal Dag no. 364, **L.R. Dag no. 364**, Holding no. R.G.M. 11/2204 later renumbered as **Holding no. RGM 4/2204**, Ward no. 11/4, presently **Ward no. 4**, presently within **Bidhannagar Municipal Corporation** (previously Rajarhat Gopalpur Municipality), **Police Station – Airport** (previously Rajarhat), **Kolkata – 700136, District – North 24 Parganas** along with all the rights of easements appurtenances in favour of Sri Biswajit Samui and Sri Ranajit Samui jointly.

AND WHEREAS Sri Dipankar Das, Sri Basanta Das, Smt. Mousumi Das and Smt. Monika Das, all being the legal heirs of Late Jayanti Das jointly sold and conveyed by one Deed of Sale dated 10.05.2023 executed and registered before the Office of the Additional Registrar of Assurance II, Kolkata and recorded in Book no. I, Volume no. 1902-2023, Pages - 208821 to 208851, Being no. 190206602, for the year 2023 and conveyed and transferred their joint shares of the property being ALL THAT piece and parcel of undivided proportionate impartible share of their joint share of land being more or less 06 Chhitaks 4.5 Sq.Ft. of Bastu land lying and situated in Mouza – Salua, J.L. no. 3, Reh.Sah. no. 109, Touzi no. 2998, appertaining to Sabek Khatian no. 66, Jamidar Khatian no. 60, L.R. Khatian no. 273, renumbered as L.R. Khatian nos. 1811, 1812 and 1813, Sabek Dag no. 365 corresponding to Hal Dag no. 364, L.R. Dag no. 364, Holding no. R.G.M. 11/2204 later renumbered as Holding no. RGM 4/2204, Ward no. 11/4, presently Ward no. 4, presently within Bidhannagar Municipal Corporation (previously Rajarhat Gopalpur Municipality), Police Station – Airport (previously Rajarhat), Kolkata – 700136, District – North 24 Parganas along with all the rights of easements and appurtenances in favour of Sri Kapil Samui and Smt. Maya Samui jointly.

AND WHEREAS said Smt. Annapurna Das executed and registered one Deed of Gift dated 11.05.2023 registered before the Office of the Additional Registrar of Assurance II, Kolkata and recorded in Book no. I, Volume no. 1902-2023, Pages - 228340 to 228366, Being no. 190207214, for the year 2023 and conveyed and transferred their joint shares of the property being ALL THAT piece and parcel of undivided proportionate impartible share of more or less 14 Chhitaks and 9.48 Sq.Ft. lying and situated in Mouza – Salua, J.L. no. 3, Reh.Sah. no. 109, Touzi no. 2998, appertaining to Sabek Khatian no. 66, Jamidar Khatian no. 60, L.R. Khatian no. 273, renumbered as L.R. Khatian nos. 1811, 1812 and 1813, Sabek Dag no. 365 corresponding to Hal Dag no. 364, L.R. Dag no. 364, Holding no. R.G.M. 11/2204 later renumbered as Holding no. RGM 4/2204, Ward no. 11/4, presently Ward no. 4, presently within Bidhannagar Municipal Corporation (previously Rajarhat Gopalpur Municipality), Police Station – Airport (previously Rajarhat), Kolkata – 700136, District – North 24 Parganas along with all the rights of easements appurtenances in favour of Sri Biswajit Samui and Sri Ranajit Samui jointly.

AND WHEREAS said Sri Prasanta Das and Smt. Shilpa Das jointly executed and registered one Deed of Gift dated 10.05.2023 registered before the Office of the Additional Registrar of Assurance II, Kolkata and recorded in Book no. I, Volume no. 1902-2023, Pages - 208938 to 208964, Being no. 190206604, for the year 2023 and conveyed and transferred their joint shares of the property being ALL THAT piece and parcel of undivided proportionate impartible share of more or less 12 Chhitaks and 8.88 Sq.Ft. lying and situated in Mouza – Salua, J.L. no. 3, Reh.Sah. no. 109, Touzi no. 2998, appertaining to Sabek Khatian no. 66, Jamidar Khatian no. 60, L.R. Khatian no. 273, renumbered as L.R. Khatian nos. 1811, 1812 and 1813, Sabek Dag no. 365 corresponding to Hal Dag no. 364, L.R. Dag no. 364, Holding no. R.G.M. 11/2204 later renumbered as Holding no. RGM 4/2204, Ward no. 11/4, presently Ward no. 4, presently within Bidhannagar Municipal Corporation (previously Rajarhat Gopalpur Municipality), Police Station – Airport (previously Rajarhat), Kolkata – 700136, District – North 24 Parganas along with all the rights of easements appurtenances in favour of Sri Biswajit Samui and Sri Ranajit Samui jointly.

AND WHEREAS said Sri Prasanta Das executed and registered one Deed of Gift dated 10.05.2023 registered before the Office of the Additional Registrar of Assurance II, Kolkata and recorded in Book no. I, Volume no. 1902-2023, Pages - 208965 to 208991, Being no. 190206605, for the year 2023 and conveyed and transferred their joint shares of the property being ALL THAT piece and parcel of undivided proportionate impartible share of more or less 14 Chhitaks and 9.48 Sq.Ft. lying and situated in Mouza – Salua, J.L. no. 3, Reh.Sah. no. 109, Touzi

no. 2998, appertaining to Sabek Khatian no. 66, Jamidar Khatian no. 60, L.R. Khatian no. 273, renumbered as **L.R. Khatian nos. 1811, 1812 and 1813**, Sabek Dag no. 365 corresponding to Hal Dag no. 364, **L.R. Dag no. 364**, Holding no. R.G.M. 11/2204 later renumbered as **Holding no. RGM 4/2204**, Ward no. 11/4, presently **Ward no. 4**, presently within **Bidhannagar Municipal Corporation** (previously Rajarhat Gopalpur Municipality), **Police Station – Airport** (previously Rajarhat), **Kolkata – 700136, District – North 24 Parganas** along with all the rights of easements appurtenances in favour of Sri Biswajit Samui and Sri Ranajit Samui jointly.

AND WHEREAS the the **Biswajit Samui and Ranajit Samui proposed to sell out an area of more or less 01 Cottahs 03 Chhitaks 34 Sq.Ft. of Bastu land** lying and situated in **Mouza – Salua**, J.L. no. 3, Reh.Sah. no. 109, Touzi no. 2998, appertaining to Sabek Khatian no. 66, Jamidar Khatian no. 60, L.R. Khatian no. 273, renumbered as **L.R. Khatian nos. 1811, 1812 and 1813**, Sabek Dag no. 365 corresponding to Hal Dag no. 364, **L.R. Dag no. 364**, Holding no. R.G.M. 11/2204 later renumbered as **Holding no. RGM 4/2204**, Ward no. 11/4, presently **Ward no. 4**, presently within **Bidhannagar Municipal Corporation** (previously Rajarhat Gopalpur Municipality), **Police Station – Airport** (previously Rajarhat), **Kolkata – 700136, District – North 24 Parganas** along with all the rights of easements appurtenances and hearing such proposal the said Maya Samui and Kapil Samui accepted the offer and acknowledged to buy/purchase the said area of more or less 01 Cottahs 03 Chhitaks 34 Sq.Ft. of Bastu land more fully and particularly mentioned in the schedule below at a valuable consideration amount of Rs. 5,001/- being the highest market rate and thus both the said Vendors and the Purchaser decided to execute and register the said **Deed of Conveyance dated 10.05.2023 before the Office of the A.R.A. IV, Kolkata and the said was recorded in Book no. I, Volume no. 1904-2023, Pages – 349440 to 349464, Being no. 190407076 for the year 2023.**

AND WHEREAS said Maya Samui and Kapil Samui together with Biswajit Samui and Ranajit Samui approached the Developer herein for development of their entire joint plot of land admeasuring an area of more or less **05 Cottahs 07 Chhitaks 20 Sq.Ft.** a little more or less and the Developer accepted the proposal on the following terms and conditions hereinafter mentioned.

AND WHEREAS *the said owners namely Maya Samui, Kapil Samui, Biswajit Samui and Ranajit Samui entered into one Development Agreement with Power of Attorney dated 19.05.2023 with the Developer herein and the said Deed was registered before the Office of the Additional Registrar of Assurance IV, Kolkata and recorded in Book no. I, Volume no. 1904-2023, Pages - 382723 to 382790, Being no. 190407791, for the year 2023 for the development of an area of more or less **05 Cottahs 07 Chhitaks 20 Sq.Ft. Bastu land** lying and situated in **Mouza – Salua**, J.L. no. 3, Reh.Sah. no. 109, Touzi no. 2998, appertaining to Sabek Khatian no. 66, Jamidar Khatian no. 60, L.R. Khatian no. 273, renumbered as **L.R. Khatian nos. 1811, 1812 and 1813**, Sabek Dag no. 365 corresponding to Hal Dag no. 364, **L.R. Dag no. 364**, Holding no. R.G.M. 11/2204 later renumbered as **Holding no. RGM 4/2204**, Ward no. 11/4, presently **Ward no. 4**, presently within **Bidhannagar Municipal Corporation** (previously Rajarhat Gopalpur Municipality), **Police Station – Airport** (previously Rajarhat), **Kolkata – 700136, District – North 24 Parganas.***

AND WHEREAS the Developer and the Developer on the strength of the Development Power of Attorney from two separate development agreements entered into respectively between the Developer and the respective owners **amalgamated the two separate lands into one single land totalling to**

more or less 08 Cottahs 32 Sq.Ft. lying and situated on two amalgamated lands i.e. Bastu land appertaining to *L.R. Krishi Khatian no. 273* **corresponding to L.R. Dag no. 364 and L.R. Khatian renumbered as 2083** lying and situated under the same **Mouza – Salua, Pargana – Kolkata, J.L. no. 3, Reh.Sah No. 109, Touzi no. 10, C.S. Khatian no. 66, C.S. Dag no. 365, R.S. Dag no. 364, Sabek Khatian no. 66, Sabek Dag no. 365, District – North 24 Parganas, PIN - 700136** within **Police Station – Airport**, presently within the jurisdiction of **Bidhannagar Municipal Corporation and Bastu land appertaining to Mouza – Salua, J.L. no. 3, Reh.Sah. no. 109, Touzi no. 2998, appertaining to Sabek Khatian no. 66, Jamidar Khatian no. 60, L.R. Khatian no. 273, renumbered as L.R. Khatian nos. 1811, 1812 and 1813, Sabek Dag no. 365 corresponding to Hal Dag no. 364, L.R. Dag no. 364, Holding no. R.G.M. 11/2204 later renumbered as Holding no. RGM 4/2204, Ward no. 11/4, presently Ward no. 4, presently within Bidhannagar Municipal Corporation (previously Rajarhat Gopalpur Municipality), Police Station – Airport (previously Rajarhat), Kolkata – 700136, District – North 24 Parganas.**

- A. The Said Land is earmarked for the purpose of building a [*commercial/residential/any other purpose*] project, comprising **G+III storied** multistoried apartment buildings and [*insert any other components of the Projects*] and the said project shall be known as **'ECO HOMES'** ("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.

- B. 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 OWNER regarding the said land on which Project is to be constructed have been completed;
- C. The **BIDHANNAGAR MUNICIPAL CORPORATION** has granted the commencement certificate to develop the Project vide approval dated bearing no. **OBPAS/2109/2023/0908**;
- D. The Promoter has obtained the final layout plan approvals for the Project from BIDHANNAGAR MUNICIPAL CORPORATION. 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;
- E. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no. ___ on ___ under registration.
- F. The Allottee had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. ___ (**FROM THE DEVELOPER'S ALLOCATION**) having carpet area OF _____ Square Feet more or less type ___ on the **First floor** in [tower/block/building] no. **ALL THAT** piece and parcel of Bastu land measuring **an area of more or less 08 Cottahs 32 Sq.Ft.** lying and situated on **two amalgamated lands** i.e. **ALL THAT** piece and parcel of **more or less 02 Cottah 09 Chhitaks 12 Sq.Ft. of Bastu land appertaining to L.R. Krishi Khatian no. 273 corresponding to L.R. Dag no. 364 and L.R. Khatian renumbered as 2083** lying and situated under the same **Mouza – Salua, Pargana – Kolkata, J.L. no. 3, Reh.Sah No. 109, Touzi no. 10, C.S. Khatian no. 66, C.S. Dag no. 365, R.S. Dag no. 364, Sabek Khatian no. 66, Sabek Dag no. 365, District – North 24 Parganas, PIN - 700136 within Police Station – Airport, presently within the jurisdiction of Bidhannagar Municipal Corporation and ALL THAT piece and parcel of more or less 05 Cottahs 07 Chhitaks and 20 Sq.Ft. Bastu land appertaining to Mouza – Salua, J.L. no. 3, Reh.Sah. no. 109, Touzi no. 2998, appertaining to Sabek Khatian no. 66, Jamidar Khatian no. 60, L.R. Khatian no. 273, renumbered as L.R. Khatian nos. 1811, 1812 and 1813, Sabek Dag no. 365 corresponding to Hal Dag no. 364, L.R. Dag no. 364, Holding no. R.G.M. 11/2204 later renumbered as Holding no. RGM 4/2204, Ward no. 11/4, presently Ward no. 4, presently within Bidhannagar Municipal Corporation (previously Rajarhat Gopalpur Municipality), Police Station – Airport (previously Rajarhat), Kolkata – 700136, District – North 24 Parganas** with all easement rights attached therewith ("Building")

[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);

- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

H. _____
[Please enter any additional disclosures/details]

- I. 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;
- J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the 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. _____,00,000/- **(Rupees _____ Lacs) ONLY including G.S.T and amenities costs** wherein the consideration of the Residential Unit is Rs. _____,00,000/- (Rupees _____ Lacs) only including G.S.T. and Amenities charges (which have been further broken down hereinbelow).

_**("Total Price")**

Charges for obtaining HT electricity supply from the supply agency, which is **Rs. 25,000/- (Rupees Twenty-five Thousand), for the Said Apartment** payable to the **Developer** similarly the Purchasers/Allottees shall pay **Rs. 25,000/- (Rupees Twenty-Five Thousand) only** for the purpose of Generator installation along with other **amenities charges amounting to Rs. 35,000/- (Rupees Thirty-Five Thousand) only.**

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)

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 @0____% 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 **One Self-Contained Residential UNIT NO. UNIT NO. ____ (_____) (FROM THE DEVELOPER'S ALLOCATION), more or less admeasuring covered area of more or less _____ Square Feet, Super Built Up Area of more or less _____ sq.ft. consisting of 02(two) Bedrooms, 01 (one) Dining/Lobby, 01 (one) open kitchen, 02 (two) Toilet and 01 (one) Verandah on the First Floor having Tiles floor, on the North-East side of the Multi-storied Building namely "ECO HOMES" having Tiles floor** 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 ECO HOMES 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 outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan 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 outgoings 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 outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Allottee has paid a sum of **Rs. 000,000/- (Rupees _____ Thousand only)** as booking amount being part payment towards the Total Price of the **One Self-Contained Residential UNIT NO. ____ (FROM THE DEVELOPER'S ALLOCATION), more or less admeasuring Super Built Up Area of _____ sq.ft.** on the **First Floor** 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 'A CONSTRUCTION' 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 laws in

[Please insert the relevant

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 **One Self-Contained Residential UNIT NO. UNIT NO. _____ (_____) (FROM THE DEVELOPER'S ALLOCATION), more or less admeasuring covered area of more or less _____ Square Feet, Super Built Up Area of more or less _____ sq.ft.** on the **First Floor** is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment no. 3B with on covered car parking space] **on/BEFORE 30.11.2025.**

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 no. 3B with on covered car parking space, 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

30 days of receiving the occupancy certificate* of the Project.

Failure of Allottee to take Possession of Apartment no. 1A with on covered car parking space: Upon receiving a written intimation from the Promoter as per clause 7.2, 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 in clause 7.2, 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 02 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 no. 3B with on covered car parking space] 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 **One Self-Contained Residential UNIT NO. UNIT NO. ____ (_____) (FROM THE DEVELOPER'S ALLOCATION), more or less admeasuring covered area of more or less ____ Square Feet, Super Built Up Area of more or less _____ sq.ft..** on the first floor.

(Specifications)

Foundation	R.C.C foundation with tie beams.
Wall - Internal	Traditional Brick or AAC Block, Internal Wall 3 inches
External	Traditional Brick AAC Block, External Wall 8 inches. Common Wall 5 inches.
Doors	Quality wooden frames with solid core flush doors.
Windows	Color anodized / Powder coated aluminum sliding windows with clear glass.
Living/Dining / Bedroom	Flooring with Vitrified tiles.
Kitchen	Floor - Vitrified tiles. Granite slab with stainless steel sink. Wall tiles up to 2 (two) feet height above counter.
Toilets	Hot and Cold-water line provision with CPVC pipes. CP fittings including Health Faucet of Essco/Jaquar/similar . Dado of ceramic tiles up to door height. Sanitary ware with ceramic cistern and basin of Essco /Jaquar/Joy/ similar Pipes of Supreme/Ashirvad/Joy/equivalent . Floor - Anti-skid tiles.
Electricals	a) Concealed Finolex/V.Guard/Havells/equiv-alent copper wiring with modular Finolex/V.Guard/Havells/equivalent switches. b) One Refrigerator point, One TV point, Three Lights and One fan point and One foot-lamp point in Living room. c) Three Light Points, one Fan Point, in all bedrooms. One bed switch with Two Plug points. d) One light point, One Fan point in all toilets. One Geyser point in common toilet. e) One point for chimney, One point for Mixer grinder, One point for Microwave and One light point in kitchen. f) One AC point at each bed room. g) One washing machine point at balcony

	h) MCB of Finolex/V.Guard/Havells/equivalent i) Switch : Anchor/Legrand/V Guard/Indo Asian or equivalent
Interior finish	Putty over plastered walls
Exterior finish	Quality Exterior Paint
Lift Facility	Automatic elevator from reputed brand
Roof	Properly Waterproofed.
Grill	Balcony 3 inches iron grill.

(Common Expenses)

- **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
- **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Complex, the Said Complex, the road network, STP etc.
- **Association:** Establishment and all other capital and operational expenses of the Association.
- **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
- **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions as described in Third Schedule herein respect of the Said Complex [including the exterior or interior (but not inside any Apartment) walls] and the road network, STP etc.
- **Rates and Taxes:** Municipal Tax, Land Revenue Surcharge, Water Tax and other levies for the Said Complex **save** those separately assessed on the **Purchaser/Allottee**. Common Expenses to be borne by each Co-Owner of the building for Care-taker Room and W.C
- **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
- **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipment and personnel, if any.

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

ECO HOMES, 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 [Flat no. 3B with one covered car parking] 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 the concerned Registration Office.

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:

Allottee name - _____, by faith - Hindu, by occupation - service, by nationality - Indian, residing _____.

Developer name and address - A Construction, a proprietary firm having its principal place of business at Paschim Para, Jatragachi (CT), Post Office - Ghuni, Police Station - Lake Town, Kolkata - 700157, District - North 24 Parganas represented through its proprietor namely **Azizul Haque (PAN - AQJPH7233B; AADHAAR NO. 6919 1892 7257)**, son of Sirajul Haque, by faith Islam, by occupation Business, by nationality - Indian, residing at Paschim Para, Jatragachi (CT), Post Office - Ghuni, Police Station - Lake Town, Kolkata - 700157, District - North 24 Parganas.

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.]

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) _____

Please affix
photograph
and sign
across the
photograph

Please affix
photograph
and sign
across the
photograph

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) _____

(Authorized Signatory)

WITNESSES:

Please affix
photograph
and sign
across the
photograph

1. Signature _____ Name

-Address _____

2. Signature _____

Name-Address _____

THE FIRST SCHEDULE ABOVE REFERRED TO

“Said Property”

ALL THAT piece and parcel of Bastu land measuring **an area of more or less 08 Cottahs 32 Sq.Ft.** lying and situated on **two amalgamated lands** i.e. **ALL THAT** piece and parcel of **more or less 02 Cottah 09 Chhitaks 12 Sq.Ft. of Bastu land appertaining to L.R. Krishi Khatian no. 273 corresponding to L.R. Dag no. 364 and L.R. Khatian renumbered as 2083** lying and situated under the same **Mouza – Salua, Pargana – Kolkata, J.L. no. 3, Reh.Sah No. 109, Touzi no. 10, C.S. Khatian no. 66, C.S. Dag no. 365, R.S. Dag no. 364, Sabek Khatian no. 66, Sabek Dag no. 365, District – North 24 Parganas, PIN - 700136 within Police Station – Airport**, presently within the jurisdiction of **Bidhannagar Municipal Corporation and ALL THAT piece and parcel of more or less 05 Cottahs 07 Chhitaks and 20 Sq.Ft. Bastu land appertaining to Mouza – Salua, J.L. no. 3, Reh.Sah. no. 109, Touzi no. 2998, appertaining to Sabek Khatian no. 66, Jamidar Khatian no. 60, L.R. Khatian no. 273, renumbered as L.R. Khatian nos. 1811, 1812 and 1813, Sabek Dag no. 365 corresponding to Hal Dag no. 364, L.R. Dag no. 364, Holding no. R.G.M. 11/2204 later renumbered as Holding no. RGM 4/2204, Ward no. 11/4, presently Ward no. 4, presently within Bidhannagar Municipal Corporation (previously Rajarhat Gopalpur Municipality), Police Station – Airport**

(previously Rajarhat), **Kolkata – 700136, District – North 24 Parganas** with all easement rights attached therewith

The aforesaid land is butted and bounded by:

- ON THE NORTH : **16 feet wide Municipality Road;**
- ON THE South : Residential structure;
- ON THE West : Land of Late Bimal Krishna Mondal; and
- ON THE EAST : **12 feet wide Municipality Road.**

THE SECOND SCHEDULE ABOVE REFERRED TO

Part I

(Said Residential Unit)

(Sale Agreement without possession under construction)

One Self-Contained Residential UNIT NO. UNIT NO. ____ (_____) (FROM THE DEVELOPER'S ALLOCATION), more or less admeasuring covered area of more or less _____ Square Feet, Super Built Up Area of more or less _____ sq.ft. consisting of 02(two) Bedrooms, 01 (one) Dining/Lobby, 01 (one) open kitchen, 02 (two) Toilet and 01 (one) Verandah on the First Floor having Tiles floor, on the North-East side of the Multi-storied Building namely "ECO HOMES" lying and situate at land measuring totalling to more or less 08 Cottahs 32 Sq.Ft. lying and situated on two amalgamated lands i.e. ALL THAT piece and parcel of more or less 02 Cottah 09 Chhitaks 12 Sq.Ft. of Bastu land appertaining to L.R. Krishi Khatian no. 273 corresponding to L.R. Dag no. 364 and L.R. Khatian renumbered as 2083 lying and situated under the same Mouza – Salua, Pargana – Kolkata, J.L. no. 3, Reh.Sah No. 109, Touzi no. 10, C.S. Khatian no. 66, C.S. Dag no. 365, R.S. Dag no. 364, Sabek Khatian no. 66, Sabek Dag no. 365, District – North 24 Parganas, PIN - 700136 within Police Station – Airport, presently within the jurisdiction of Bidhannagar Municipal Corporation and ALL THAT piece and parcel of more or less 05 Cottahs 07 Chhitaks and 20 Sq.Ft. Bastu land appertaining to Mouza – Salua, J.L. no. 3, Reh.Sah. no. 109, Touzi no. 2998, appertaining to Sabek Khatian no. 66, Jamidar Khatian no. 60, L.R. Khatian no. 273, renumbered as L.R. Khatian nos. 1811, 1812 and 1813, Sabek Dag no. 365 corresponding to Hal Dag no. 364, L.R. Dag no. 364, Holding no. R.G.M. 11/2204 later renumbered as Holding no. RGM 4/2204, Ward no. 11/4, presently Ward no. 4, presently within Bidhannagar Municipal Corporation (previously Rajarhat Gopalpur Municipality), Police Station – Airport (previously Rajarhat), Kolkata – 700136, District – North 24 Parganas with all easement rights attached therewith (Said Residential Unit), duly sanctioned by the Bidhannagar Municipal Corporation. The layout of Said Residential Unit is delineated on the Plan annexed hereto and bordered in color Red thereon.

Part II

(Said Residential Unit, And Appurtenances)

[Subject Matter of this Agreement]

The Land Share, being undivided, impartible, proportionate and variable share in the land comprised in the Said Property, as be attributable and appurtenant to the **Said Residential Unit**, situated on **Third Floor**, of **G+III** storied Building, constructed on the **SAID PROPERTY**

Subject to the terms and conditions of this Agreement.

The Share in Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the Part I & II of the **Third Schedule** below, as be attributable and appurtenant to the **Said Residential Unit**, subject to the terms and conditions of this Agreement.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Portions)

PART I

Electric motor with pump for lifting of water from underground reservoir to overhead tank. One Deep Tube-well will be provided.

Underground Septic Tank: As per specification underground septic tank will be provided.

Pump Room: Water Motor Pump to be cover with iron grill gate for safety.

Power supply and Meter space – Adequate power supply to be arrange and Meter space duly covered to be provided.

Common Toilet.

Common Easement and Free ingress and egress.

Main Gate.

PART II

Amenity and Services: -

1. CC TV Camera
2. Power Backup - Generator
3. Water supply
4. WIFI
5. **Lift**
6. **Rooftop garden;**
8. **Guest Waiting Zone.**

ELECTRIC LINE AND FITTING IN COMMON SPACE:

Adequate electric line/points to be provided at all common areas, amenities and facilities, like stairs, caretaker room, pump room, common bath room, lift machine room common passage, roof etc.

SCHEDULE 'B' – FLOOR PLAN OF THE APARTMENT

(Schedule of Payments)

10% of the balance consideration on or before Execution of Agreement for Sale.

15% of the balance consideration on or before Foundation.

15% of the balance consideration on or before Ground floor roof casting.

10% of the balance consideration on or before First floor roof casting.

10% of the balance consideration on or before Second floor roof casting.

10% of the balance consideration on or before Third floor roof casting.

10% of the balance consideration on or before Fourth floor roof casting.

5% of the balance consideration on or before Brick works

5% of the balance consideration on or before flooring and plaster of Paris.

Balance amount to be paid before Registration or handing over Possession of the Said **Apartment** whichever is earlier.

The Payment should be made along with G.S.T as applicable.

The parties hereby execute and registration of this **Agreement for Sale** in respect of the said **Unit/Flat**.
