

# **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** made on this \_\_\_\_\_ day of \_\_\_\_\_ Two  
Thousand and Twenty Four

**BETWEEN**

**(1) SHRI MANIK BASAK, (PAN ADNPB3089Q) (AADHAAR No. 552225100244) (VOTER CARD No. WB/20/139/636598)**, by occupation – retired, **(2) SHRI TAPAN BASAK (PAN AYAPB5365P) (AADHAAR No. 499048180220) (VOTER CARD No. WB/20/139/636310)** by occupation – service, **BOTH 1 & 2** son of Late Radha Nath Basak alias Radha N. Basak, by faith – Hindu, by nationality – Indian, residing at 85, Canal Street, P.O. Sreebhumi, P.S. Lake Town, Kolkata-700048, District - North 24 Parganas, **(3) SMT KALYANI BASAK (PAN AWPB5727A) (AADHAAR No. 796463854853) (VOTER CARD No. GGC4074316)** wife of Shri Baidyanath Basak, Daughter of Late Radha Nath Basak alias Radha N. Basak, by faith – Hindu, by nationality – Indian, by occupation – housewife, residing at Shib Sankar Building, 497 Narayantala West, P.O. Deshbandhunagar, P.S. Baguiati, Kolkata-700059, District – North 24 Parganas, **(4) SRI INDRANIL BASAK (PAN ATFPB5914J) (AADHAAR No. 394966642486)** son of Late Hari Gopal Basak and Late Usha Basak (daughter of Late Radha Nath Basak alias Radha N. Basak), by faith – Hindu, by nationality – Indian, by occupation – service, residing at 47, Sitala Tala Lane, P.O. and P.S. Narkeldanga, Kolkata-700011, **(5) SMT PURNIMA BASAK, (PAN EJQPB1094G) (AADHAAR No. 263108126412) (VOTER CARD No. WB/20/139/636477)** wife of Shri Nilkamal Basak, Daughter of Late Radha Nath Basak alias Radha N. Basak, by faith – Hindu, by nationality – Indian, by occupation – housewife, residing at 85, Canal Street, P.O. Sreebhumi, P.S. Lake Town, Kolkata-700048, Dist- North 24 Parganas, **(6) SMT SANDHYA BASAK (PAN EJQPB1095H) (AADHAAR No. 201745757327) (VOTER CARD No. FKH1685791)** wife of Shri Arup Basak, Daughter of Late Radha Nath Basak alias Radha N. Basak, by faith – Hindu, by nationality – Indian, by occupation – housewife, residing at 33, Singh Darja, Bhairab Nath Tala, Rajbati, P.O. Rajbati, P.S. Bardhaman, District - Purba Bardhaman, PIN-713104, **(7) SMT UMA GUIN, (PAN CSNPG8134Q) (Aadhaar No. 348198325286) (VOTER CARD No. JSC1772284)** wife of Shri Tamal Chandra Guin, Daughter of Late Radha Nath Basak alias Radha N. Basak, by faith – Hindu, by nationality – Indian, by occupation – housewife, residing at 238 Bagmari Road, P.O. Kankurgachi, P.S. Manicktala, Kolkata-700054, **(8) SMT RAMA BASAK (PAN CBKPB3270L) (AADHAAR No. 205953643894)** wife of Shri Prankrishna Basak, Daughter of Late Radha Nath Basak alias Radha N. Basak, by faith – Hindu, by nationality – Indian, by occupation – housewife, residing at 26 A. K. Debi Road, Naihati, P.O. and P.S. Naihati, District - North 24 Parganas, PIN -743165, **(9) SMT JYOTI KANA BASAK (PAN DXQPB3794C) (AADHAAR No. 731364277364) (VOTER CARD No. WB/20/139/636581)** wife of Late Gour Chandra Basak, by faith – Hindu, by nationality – Indian, by occupation – housewife, residing at 85, Canal Street, P.O. Sreebhumi, P.S. Lake Town, Kolkata - 700048, District- North 24 Parganas, **(10) SHRI SANDIP BASAK (PAN AXEPB3093P) (AADHAAR No. 666546920132) (VOTER CARD No. DKN4663969)** and **(11) SHRI SAYANTAN BASAK (PAN CMGPB5196Q) (AADHAAR No. 835854188735) (VOTER CARD No. DKN4664389) BOTH 10 & 11** son of Late Gour Chandra Basak, by faith – Hindu, by nationality – Indian, by occupation – service, residing at 85 Canal Street, P.O. Sreebhumi, P.S. Lake Town, Kolkata-700048, Dist- North 24 Parganas, **(12) SMT LALITA BASAK (PAN BZOPB3417N) (AADHAAR No. 807402224868) (VOTER CARD No. WB/20/139/636583)** wife of Late Nitai Chandra Basak, by faith – Hindu, by nationality – Indian, by occupation – housewife, residing at 85 Canal Street, P.O. Sreebhumi, P.S. Lake Town, Kolkata- 700048, District - North 24 Parganas , West Bengal, **(13) SMT SUKLA BASAK (PAN NO.BZRPB5305C) (AADHAAR No. 243307343277) (VOTER CARD No. HLG2G58592)** wife of Sanjoy Kumar Basak, Daughter of Late Nitai Chandra Basak, by faith – Hindu, by nationality – Indian, by occupation – housewife, residing at 347/328 Banerjee Para Road, Paschim Putiari, P.O. Paschim Putiari, P.S.-Jadavpur, Kolkata- 700041, District - South 24 Parganas, West Bengal, **(14) SMT SUSMITA BASAK (PAN BWHPB3626D) (AADHAAR No. 966165843747) (VOTER CARD No. BWHPB3626D)** wife of Shri Subrata Basak daughter of Late Nitai Chandra Basak, by faith – Hindu, by nationality – Indian, by occupation – housewife, residing at 34, Panchanantala Road, P.O. Paschim Putiari, P.S. Jadavpur, Kolkata -700041, Dist- South 24 Parganas, West Bengal, **(15) SMT MOUMITA ROY (PAN AKKPR3090F) (AADHAAR No. 382097860368) (VOTER CARD No. DKN3644465)** wife of Ranjan Roy, Daughter of Late Nitai Chandra Basak, by faith – Hindu, by nationality – Indian, by occupation – housewife, residing at C-13 Atabagan, Boral Main Road, 111, Regent Park, P.O. Laskarpur, P.S. Regent Park, Kolkata - 700153, District - South 24 Parganas, West Bengal, **(16) SHRI SUDIP BASAK (PAN EUDPB3762F) (AADHAAR No. 592960039905)**

son of Late Shib Mangal Basak, by faith – Hindu, by nationality – Indian, by occupation – service, residing at 85 Canal Street, P.O. Sreebhumi, P.S. Lake Town, Kolkata- 700048, District- North 24 Parganas, **(17) SMT BANI BASAK (PAN ATUPBO142M) (AADHAAR No. 605002907099) (VOTER CARD No. JSC0428805)** wife of Late Gopinath Basak (son of Late Bimala Basak), by occupation – housewife, **(18) SHRI SANJIB BASAK, (PAN AZXPB3580G) (AADHAAR No. 404362044545) (VOTER CARD No. YUP2674869)** son of Late Gopinath Basak (son of Late Bimala Basak), by occupation – Business, **BOTH 17 & 18** by faith – Hindu, by nationality – Indian, residing at 38/1A/H/50, Satin Sen Sarani (Manicktala Main Road), P.O. Kankurgachi, P.S. Manicktala, Kolkata - 700054, West Bengal, **(19) SMT JHUMA DUTTA, (PAN GFLPD9850R) (AADHAAR No. 929594960148) (VOTER CARD No. JSC2812865)** wife of Shri Subrata Dutta, daughter Late Gopinath Basak (son of Late Bimala Basak), by faith – Hindu, by nationality – Indian, by occupation – housewife, residing at 38/1D, Satin Sen Sarani (Manicktala Main Road), P.O. Kankurgachi, P.S. Manicktala, Kolkata - 700054, West Bengal, **(20) NASIMA WARSI MOLLAH (PAN CQSPM8893B) (AADHAAR No. 845223852863) (VOTER CARD No. LXG3319712)** wife of Nasim Warsi Mollah, daughter Late Gopinath Basak (son of Late Bimala Basak), by faith – Hindu, by nationality – Indian, by occupation – housewife, residing at Chengali, VTC, Uluberia Municipality, P.O. Chengali, P.S. Uluberia, District - Howrah, Pin - 711308, West Bengal, **(21) SMT MAYA BASAK (PAN AXHPB3769M) (AADHAAR No. 814559428090) (VOTER CARD No. JSC2460087)** wife of Late Bhogirath Basak (son of Late Bimala Basak), by occupation- housewife, **(22) NEHA BASAK (PAN CTFPBO449E) (AADHAAR No. 328300769410) (VOTER CARD No. YUP2549293)** daughter of Late Bhogirath Basak (son of Late Bimala Basak), by occupation- student, **Both 21 and 22** by faith – Hindu, by nationality – Indian, residing at 38/1A/50, Satin Sen Sarani (Manicktala Main Road), P.O. Kankurgachi, P.S. Manicktala, Kolkata- 700054, West Bengal, **(23) SHRI RAM CHANDRA BASAK (PAN AHHPB8167H) (AADHAAR No. 740830644358) (VOTER CARD No. YUP2540391)** son of Late Sambhu Nath Basak and Late Bimala Basak, by faith – Hindu, by nationality – Indian, by occupation- Business, residing at 38/1A/50, Satin Sen Sarani (Manicktala Main Road), P.O. Kankurgachi, P.S. Manicktala, Kolkata- 700054, West Bengal, **(24) SHRI SANJOY BASAK (PAN AEFPB6161G) (AADHAAR No. 755468835486) (VOTER CARD No. (WB/22/159/258492)** son of Late Umananda Basak and Late and Late Mamata Basak alias Bhagabati Basak (daughter of Late Bimala Basak), by faith – Hindu, by nationality – Indian, by occupation - Business, residing at 222/1C, Bagmari Road, P.O. Kankurgachi, P.S. Manicktala, Kolkata -700054, West Bengal, **(25) SMT KRISHNA BASAK (PAN BKNPB8980N) (AADHAAR No. 314067546117) (VOTER CARD No. YMM1891217)** wife of Shri Shyam Krishna Basak, daughter of Late Umananda Basak and Late Mamata Basak alias Bhagabati Basak (daughter of Late Bimala Basak), by faith – Hindu, by nationality – Indian, by occupation - Housewife, residing at 8/2 Chinar Park, S.B.I Bank, Hatiara, P.O. Hatiara, P.S. Baguiati, Kolkata -700157, District – North 24 Parganas, West Bengal, **(26) SMT POLY BASAK (PAN AHQP B9349E) (AADHAAR No. 577061792702) (VOTER CARD No. DLR0054429)** wife of Shri Jagalbandhu Basak, daughter of Late Umananda Basak and Late Mamata Basak alias Bhagabati Basak (daughter of Late Bimala Basak), by faith – Hindu, by nationality – Indian, by occupation - Housewife, residing at 3 No. Narkeldanga North Road, P.O. Narkeldanga, P.S. Narkeldanga, Kolkata -700011, West Bengal, **(27) SMT SAMPA BASAK (PAN AKNPB6732B) (AADHAAR No. 581371109669) (VOTER CARD No. YMM1052026)** wife of Shri Prabir Basak, daughter of Late Umananda Basak and Late Mamata Basak alias Bhagabati Basak (daughter of Late Bimala Basak), by faith – Hindu, by nationality – Indian, by occupation - Housewife, residing at 8/2 Chinar Park, S.B.I Bank, Hatiara, P.O. Hatiara, P.S. Baguiati, Kolkata -700157, District – North 24 Parganas, West Bengal, **(28) SRI KAUSHIK BASAK (PAN BHTPB0699H) (AADHAAR No. 710959835773) (VOTER CARD No. CFX1036607)** son of Late Lakshmi Basak and Late Reba Basak (daughter of Late Bimala Basak), by faith – Hindu, by nationality – Indian, by Occupation- Service, residing at 25/3C, Garpar Road, P.O. Raja Rammohan Roy Sarani, P.S. Amherst Street, Kolkata- 700009, West Bengal, **(29) SMT GITA BASAK (PAN CFKPB9610L) (AADHAAR No. 573114932495) (VOTER CARD No. ILJ2910024)** wife of Late Radheshyam Basak, daughter of Late Sambhu Nath Basak and Late Bimala Basak, by faith – Hindu, by nationality – Indian, by occupation - Housewife, residing at 97/C No. Narkeldanga North Road, P.O. Narkeldanga, P.S. Narkeldanga, Kolkata- 700011, West Bengal, **(30) SHRI DALIM KUMAR BASAK (PAN CHLPB4570Q) (AADHAAR No.**

**650117191598)** son of Late Lakshmi Narayan Basak and Late Dolly Basak (daughter of Late Bimala Basak), by faith – Hindu, by nationality – Indian, by Occupation- Service, residing at 236/H/13, Manicktala Main Road, P.O. Kankurgachi, P.S. Manicktala, Kolkata-700054, West Bengal, **(31) SMT RINKU GHOSH (PAN CKDPG3933M) (AADHAAR No. 944459682182) (VOTER CARD No. WB/20/091/465909)** wife of Kartik Ghosh, daughter Late Lakshmi Narayan Basak and Late Dolly Basak (daughter of Late Bimala Basak), by faith – Hindu, by nationality – Indian, by occupation - Housewife, residing at CG-50, Krishnapur, Chandiberia, P.O. Krishnapur, P.S. Baguiati, Kolkata-700102, Dist- North 24 Parganas, West Bengal, **(32) SMT ANJALI BASAK (PAN CIKPB9964L) (AADHAAR No. 605662104461) (VOTER CARD No. WB/22/159/219152)** wife of Late Ruplal Basak (daughter of Late Sambhu Nath Basak and Late Bimala Basak), by faith – Hindu, by nationality – Indian, by occupation - Housewife, residing at 131/9 Kalipark Bablatala, Rajarhat Gopalpur (M) District - North 24 Parganas. Kolkata 700136, **(33) SMT PARBATI BASAK (PAN BCMPB9401M) (AADHAAR No. 649671095418) (VOTER CARD No. YMQ2865814)** wife of Late Rabin Basak, daughter Late Gandhi Lal Basak and Late Kamala Rani Basak, by faith – Hindu, by nationality – Indian, by occupation - Housewife, residing at 13/5, Ramnath Biswas Lane, P.O. Raja Rammohan Roy Sarani , P.S Amherst Street, Kolkata- 700009, West Bengal, **(34) SHRI TAPASHI BASAK (PAN COEPB9211A) (AADHAAR No. 774288239679) (VOTER CARD No. JNV0914265)** wife of Late Balam Basak, by faith – Hindu, by nationality – Indian, by occupation - Housewife, residing at 13/4, Ramnath Biswas Lane, P.O. Raja Rammohan Roy Sarani , P.S. Amherst Street, Kolkata- 700009, West Bengal, **(35) SMT PINKY DILLIP PATI (PAN ANWPD8215F) (AADHAAR No. 675036917827)** wife of Sri Dillip Pati and daughter of Late Balam Basak, by faith – Hindu, by nationality – Indian, by occupation - Housewife, residing at 120, Nalta Kalibari, Nalta Kalibari (Dum Dum (M), P.O. and P.S Dum Dum, Kolkata- 700028, West Bengal, **(36) SMT SOMA GHOSH (PAN BJFPG5068K) (AADHAAR No. 569647325806) (VOTER CARD No. SCG1930221)** wife of Sri Tapan Ghosh and daughter of Late Balam Basak, by faith – Hindu, by nationality – Indian, by occupation - Housewife, residing at 87 Ananda Pally, Jadavpur University, P.O. and P.S Jadavpur, Kolkata- 700032, West Bengal, **(37) SMT MOUSUMI HORE (PAN ALFPH8438M) (AADHAAR No. 761843980275) (VOTER CARD No. SYY0964874)** wife of Sri Goutam Kumar Hore and daughter of Late Balam Basak, by faith – Hindu, by nationality – Indian, by occupation - Housewife, residing at 169 Nandan Nagar, Kolkata, Madhyapara, Kamarhati(M), P.O. - Kamarhati P.S Sodepur, Kolkata- 700083, Dist – 24 Parganas (North) **(38) SMT KRISHNA BASAK (PAN EBSPB4204E) (AADHAAR No. 213030461872) (VOTER CARD No. WB/22/157/225524)** wife of Late Bharat Chandra Basak (son of Late Kamala Rani Basak), by occupation- housewife, **(39) SHRI SANJIB BASAK (PAN FPNPB4725Q) (AADHAAR No. 981536566087) (VOTER CARD No. JNV2178630)** son of Late Bharat Chandra Basak (son of Late Kamala Rani Basak), by Occupation – service, **(40) SHRI RAJU BASAK (PAN DXMPB8666R) (AADHAAR No. 779483239611) (VOTER CARD No. WB/22/157/225519)** son of Late Bharat Chandra Basak (son of Late Kamala Rani Basak) by Occupation-Service, **(41) SHRI TOTAN BASAK, (PAN FQLPB9294R) (AADHAAR No. 227992732665) (VOTER CARD No. WB/22/157/225519)**, son of Late Bharat Chandra Basak (son of Late Kamala Rani Basak) by occupation - Others, **(42) SHRI JOYDEB BASAK (PAN BCWPB8796D) (AADHAAR No. 696368852049) (VOTER CARD No. WB/22/157/225436)** son of Late Gandhilal Basak and Late Kamala Rani Basak, by occupation- Business, **(43) SHRI SANKAR BASAK (PAN ADKPB4868Q) (AADHAAR No. 312581771213) (VOTER CARD No. WB/22/157/225046)** son of Late Gandhilal Basak and Late Kamala Rani Basak, by occupation –Service, **(44) SMT. SUILI BASAK (PAN DGVPB5735D) (AADHAAR No. 460933948997) (VOTER CARD No. JCZ1473685)** wife of Late Khokan Basak (son of Late Kamala Rani Basak), by occupation – housewife **(45) SMT. SAHELI BASAK (PAN GYTPB9206A) (AADHAAR No. 882854157760) (VOTER CARD No. YMQ3169406)** daughter of Late Khokan Basak (son of Late Kamala Rani Basak), by occupation – student and **(46) SHRI KASHI NATH BASAK (PAN BCIPB7267B) (AADHAR No. 589169092747) (VOTER CARD No. WB/22/157/225578)** son of Late Gandhi Lal Basak and Late Kamala Rani Basak, by occupation –Service. ALL No. 38 to 46 all are residing at 13/4, Ramnath Biswas Lane. P.O. Raja Rammohan Roy Sarani, P.S. Amherst Street, Kolkata-700009, West Bengal, jointly hereinafter called the “VENDOR” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to

mean and include his heirs, executors, administrators, legal representatives, successor or successors and assigns).

**1) MR. AAYUSH TEKRIWAL (PAN ABXPT9559K) (AADHAR No.532158995808)** son of Sri Dwarka Prasad Tekriwal, by faith – Hindu, by occupation – Business, residing at 227 Lake Town Block – ‘B’ Post Office & Police Station – Lake Town, Kolkata - 700089, and **2) MR PRADIP KUMAR DARUKA (PAN ADIPD4169N) (AADHAR No.295586378788)** son of Late Mahabir Prasad Daruka, by faith – Hindu, by occupation – Business, residing at CF – 133, Salt Lake City, Post Office – Bidhannagar CC Block & Police Station – Bidhannagar North, Kolkata – 700064, partners of **SHREE SHYAM DEVELOPERS (PAN AEYFS3582D)** a Partnership Firm, having its registered place of business at 312 Lake Town, Block-A, Ground Floor, Post Office and Police Station - Lake Town, Kolkata- 700089, represented as the constituted attorney on behalf of the Vendor, of the **FIRST PART**.

AND

(1) ..... (PAN. ....) (AADHAR No.....) son of ....., by faith ....., by occupation ....., residing at ....., Post Office – ....., Police Station. – ....., Pin – ....., District – ..... hereinafter called and referred to as the **ALLOTTEE/PURCHASER**, (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

**SHREE SHYAM DEVELOPERS (PAN AEYFS3582D)** a Partnership Firm, having its registered place of business at 312 Lake Town, Block-A, Ground Floor, Post Office and Police Station - Lake Town, Kolkata- 700089, duly represented by two of its Partners namely, **1) MR. AAYUSH TEKRIWAL (PAN ABXPT9559K) (AADHAR No.532158995808)** son of Sri Dwarka Prasad Tekriwal, by faith – Hindu, by occupation – Business, residing at 227 Lake Town Block – ‘B’ Post Office & Police Station – Lake Town, Kolkata - 700089, and **2) MR PRADIP KUMAR DARUKA (PAN ADIPD4169N) (AADHAR No.295586378788)** son of Late Mahabir Prasad Daruka, by faith – Hindu, by occupation – Business, residing at CF – 133, Salt Lake City, Post Office – Bidhannagar CC Block & Police Station – Bidhannagar North, Kolkata – 700064, hereinafter called the **“PROMOTER / DEVELOPER/CONFIRMING PARTY”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-office and assigns) of the **THIRD PART**

The Vendor and Promoter and the Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”

WHEREAS:

- A. The Vendor is the absolute and lawful owner of **ALL THAT** piece or parcel of land hereditaments and premises containing by estimation an area of **05 (Cottahs) 08 (Eight) Chittacks 00 (Zero) sq. ft. more or less being marked as Scheme Plan Plot No. 11** together with tile shed cemented flooring a single storied building standing thereon admeasuring 1000 sq.ft. alongwith all other common service areas, amenities and facilities appended thereto including all easement rights and appurtenances thereof lying and situate at **Premises No. 85 Canal Street, being Municipal Holding No. 108 Canal Street**, Police Station – Lake Town, Kolkata – 700048, in Municipal Ward No. 34, in Mouza – Kankuri, J.L. No. 28, Touzi No. 1298/2833, Division, Sub – division – 2, Dihi – Panchanna gram, comprised in C.S / R.S./L.R Dag No. 150, under R.S. Khatian No. 117 & 118, presently R.S. and L.R. Khatian No. 110 within the jurisdiction of the South Dum Dum Municipality,

Additional District Sub-Registrar Bidhannagar, Salt Lake City, District - 24 Parganas (North), (previously ADSR Cossipore Dum Dum), hereinafter called the said **"LAND"**, morefully and particularly described in the **SCHEDULE A** hereunder written.

The Vendor herein was desirous of constructing a multi storied building in the said **"LAND"** but owing to lack of technical know – how approached the Promoter herein and on mutual understanding and negotiation the Vendor and Promoter herein on 15<sup>th</sup> March, 2023 entered into registered Development Agreement for terms and covenants set forth therein and the same was recorded in Deed No. 2299 for the year 2023 registered in the office of DSR – II, Barasat, North 24 Parganas.

In connection with the said Development Agreement, as aforesaid, Development Power of Attorney, granted on 21<sup>st</sup> March 2023, registered in the office of the DSR – II, Barasat, North 24 Parganas and the same being recorded in Deed No. 2491 for the year 2023 in favour of **1) MR. AAYUSH TEKRIWAL (PAN ABXPT9559K) (AADHAR No.532158995808)** son of Sri Dwarka Prasad Tekriwal, by faith – Hindu, by occupation – Business, residing at 227 Lake Town Block – ‘B’ Post Office & Police Station – Lake Town, Kolkata - 700089, and **2) MR PRADIP KUMAR DARUKA (PAN ADIPD4169N) (AADHAR No.295586378788)** son of Late Mahabir Prasad Daruka, by faith – Hindu, by occupation – Business, residing at CF – 133, Salt Lake City, Post Office – Bidhannagar CC Block & Police Station – Bidhannagar North, Kolkata – 700064, partners of **SHREE SHYAM DEVELOPERS (PAN AEYFS3582D)** a Partnership Firm, having its registered place of business at 312 Lake Town, Block-A, Ground Floor, Post Office and Police Station - Lake Town, Kolkata- 700089, being the Promoter / Developer, empowering inter-alia to develop the said land and to sign and execute different Agreement for sale and Deed of Conveyance in respect of different flats/units within the Developer’s Allocation in the building on the said plot of land to the intending purchaser or purchasers thereof, and other terms and conditions contained therein. The facts about devolution of to the said **"LAND"**, in favour of the Promoter / Owner is mentioned in **Schedule E** hereunder written (**SAID PROPERTY**).

B. The Said **"LAND"** is earmarked for the purpose of building a residential, purpose project, comprising G + 8 storied buildings consisting of residential apartments and car parking spaces and the said project shall be known as **"NIRMALA PLAZA"** ("Project").

C. The Vendor and Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said **"LAND"** on which the Project is to be constructed have been completed;

D. The South Dum Dum Municipality has granted the commencement certificate to develop the Project wide approval dated bearing No. 18.11.2023. The Promoter / Owner applied for a G + 8 storied building sanctioned plan from the concerned South Dum Dum Municipality with regard to the Said **"LAND"** and has also obtained the same vide Building Permit No. 1184 dated 16.11.2022 paying the requisite fees, and the final layout plan has also been obtained. Moreover, the specifications and approvals for construction of the said multistoried Residential, semi commercial, Building, including valet car parking spaces and other constructed areas from concerned South Dum Dum Municipality and / or concerned Authorities.

E. The Promoter has obtained the final layout plan approvals for the project from South Dum Dum Municipality. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with Sec 14 of the Act and other laws as applicable;

F. The Promoter has registered the project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ no. \_\_\_\_\_ on \_\_\_\_\_ under registration.

G. The Allottee applied for an Unit/Apartment in the Project vide Application no. .... dated \_\_\_\_\_ and has been allotted Apartment No. \_\_\_\_\_ having carpet

area of \_\_\_\_\_ and super built up area of ..... **square feet, (tiles flooring)** more or less on the ..... **floor** together with right to park a car in the ..... floor of the project morefully and particularly described in **Schedule A - 1** written hereunder and hereinafter referred to as the **“UNIT / APARTMENT”** and the floor plan of the **“UNIT / APARTMENT”** is annexed hereto and marked as Annexure; as permissible under the applicable law and of pro rata share in the common areas morefully and particularly described in **Schedule D** written hereunder and hereinafter referred to as the **“COMMON AREAS”** as defined under clause (n) of Section 2 of the Act.

H. The Allottee have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:

I. The Parties hereby confirm that they are signing this Agreement and that the Allottee herein has taken inspection of the abstracts of title of the Owner and the Promoter and also the said sanctioned plan, and materials relating to the said unit, being **“UNIT / APARTMENT”**, within the said Project, and made themselves fully conversant with the contents thereof, and has fully satisfied themselves as to the title of the present owner- the Promoter 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 from the Developer’s allocation and the Allottee hereby agrees to purchase the Unit / Apartment morefully mentioned in **Schedule A-1**, written hereunder.

**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 Unit / Apartment morefully and particularly mentioned in the **Schedule A-1**.

The Total Price payable for the Unit /Apartment is morefully and particularly mentioned in the **Schedule-B**, written hereunder. That over and above the said amount towards the sale consideration Allottee/Purchaser shall also be liable to pay the payment of the misc. charges morefully and particularly mentioned in the **Schedule-B1**, written hereunder.

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

**AND**

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

**Explanation:**

(i) The Total Price above includes the booking amount paid by the Allottee/Purchaser to the Promoter towards the Unit / Apartment;

(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 Unit / Apartment.

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee/ Purchaser to the Owner / Promoter shall be increased/reduced based on such change /modification.

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

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

The Total Price is escalation-free, save and except increases which the Allottee / Purchaser 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 Owner / Promoter undertakes and agrees that while raising a demand on the Allottee / Purchaser 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 / Purchaser, which shall only be applicable on subsequent payments.

The Allottee(s) / Purchaser shall make the payment as per the payment plan set out in "Payment Plan" morefully and particularly mentioned in Schedule B written hereunder.

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

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

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 this Agreement.



Subject to clause 8.2 the Promoter agrees and acknowledges, the Allottee / Purchaser shall have the right to the Unit / Apartment as mentioned in **Schedule-A1**:

(i) The Allottee / Purchaser shall have exclusive ownership of the Unit / Apartment.

(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 that the Project is an independent, self-contained Project covering the said Land underneath the building 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 / Purchaser as morefully mentioned clause No. I hereinabove. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees / Purchaser of the project.

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

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely NIRMALA PLAZA 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 / Purchaser has paid a sum equivalent to 10% of the total price as booking amount being part payment towards the Total Price of the Apartment which includes token amount/any advances paid at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee / Purchaser hereby agrees to pay the remaining price of the Unit / Apartment as prescribed in the **Payment Plan [Schedule B]** as may be

demanded by the Owner / Promoter within the time as specified and in the manner in the **Payment Plan [Schedule B]**.

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 / Purchaser shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan (**Schedule B**) through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of Promoter payable at Kolkata at its office.

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

The Allottee / Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this, Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee / Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may 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 regard to matters specified in clause 3.1 above. The Allottee / Purchaser shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee / Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee / Purchaser 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 / Purchaser and such third party shall not have any right in the application/allotment of the said Unit / Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee / Purchaser only.

**4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Allottee / Purchaser authorizes the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee / Purchaser against the Unit / Apartment, if any, in his/her name and the Allottee / Purchaser undertakes not to object/demand/direct the Promoter to adjust his/her payments in any other 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] 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 B and B1 ("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 Municipal Authority 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. 6.2 The Allottee / Purchaser shall not in any manner cause any objection obstruction interference impediment hindrance or interruption in the construction and completion of the Building or any part thereof and / or Building Complex by the Promoter including in its making minor alterations thereto (notwithstanding any temporary obstruction or disturbance in his using and enjoying his Designated Unit).

## **7. POSSESSION OF THE APARTMENT:**

**Schedule for Possession of the said Apartment:** This Agreement for Sale is without possession. Subject to the Allottee / Purchaser meeting all his obligations under this Agreement and force majeure, the Owner / Promoter assures to hand over complete habitable peaceful vacant possession of the Unit /Apartment along with ready and complete common areas to the association of Allottees / Purchasers subject to the same being formed and registered, with all specifications, amenities and facilities of the project within 31st December, 2025 with a maximum extension period of 06 (six) months only owing to Force Majeure as defined in Black Law's dictionary. The stipulated time above shall be the essence of the Agreement unless delay is caused by Force Majeure as defined in Black Law's dictionary. Although it is well understood by and between the parties to the present Agreement that in case of any restriction being imposed either by the State or Union Government owing to Covid-19 pandemic for a specific period of time, then such time period shall be excluded from the aforesaid period of handing over of possession.

**Procedure for taking possession** - The Promoter, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Unit / Apartment, to the Allottee / Purchaser in terms of this Agreement to be taken within 30 (thirty) days from the date of issue of completion certificate subject to payment of all amounts due and payable under this Agreement and Registration of Deed of Sale. The Allottee / Purchaser, after taking possession, agree(s) to pay the maintenance charges as determined by the Owner /Promoter/association of allottees, as the case may be from the date of the issuance of the completion certificate for the project. The Promoter shall hand over the photocopy of completion certificate of the project to the Allottee / Purchaser at the time of registration of sale deed of the same.

**Failure of Allottee / Purchaser to take Possession of Apartment** - Upon receiving a written intimation from the Owner / Promoter as per clause 6.2, the Allottee / Purchaser shall take possession of the Unit / Apartment from the Owner / Promoter by executing Registered Deed of Sale and such other documentation, if any, as prescribed in this Agreement, and the Owner / Promoter shall give possession of the Unit / Apartment to the Allottee / Purchaser. In case the Allottee / Purchaser fails to take possession within the time provided in clause 6.2 such Allottee / Purchaser shall be liable to pay interest @ 10% on amount due and payable in terms of this agreement, maintenance charges as specified in clause 6.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

**Possession by the Allottee / Purchaser** - After obtaining the completion certificate and handing over physical possession of the Unit / Apartment to the Allottee / Purchaser, it shall be the responsibility of the Owner / Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee or the Competent Authority, as the case may be as per the local laws;

Provided that, in the absence of any local law, the Owner / Promoter shall handover the necessary documents and plans, including common areas, to the association of Allottee / Purchaser or the competent authority, as the case may be, within sixty days after formation and registration of the association of Allottee / Purchaser.

Cancellation by Allottee – The Allottee / Purchaser shall have the right to cancel/ withdraw his allotment in Unit / Apartment in the Project as provided in this Act.

Provided that where the allottee proposes to cancel / withdraw from the project without any default 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 after deducting the tax which was already paid to the Government by the Promoter 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] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment], with 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].

## **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- (i) The Owner / 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 Owner / Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There is no encumbrances upon the said **“LAND”** or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said **“LAND”**, Project or the Unit / Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said **“LAND”** and Unit / Apartment 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 Unit / Apartment and common areas till the date of handing over of the project to the association of Allottees / Purchasers;
- (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 / Purchaser created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the said Unit / Apartment which will, in any manner, affect the rights of Allottee / Purchaser under this Agreement;

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

(ix) At the time of execution of the deed of sale the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit / Apartment to the Allottee / Purchaser and the common areas to the association of Allottee / Purchaser once the same being formed and Registered;

(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 said **"LAND"**;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued irrespective of possession of apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee / Purchaser and the association of Allottees / Purchasers or not;

(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.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES:**

Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default if the Promoter fails to provide ready to move in possession of the Unit / Apartment to the Allottee / Purchaser within the time period specified in clause 7.1, the Allottee / Purchaser is either entitled to stop making further payments to Promoter as demanded by the Promoter. If the Allottee / Purchaser stops making payments the Allottee / Purchaser, shall correct the situation by completing the construction milestones and only thereafter the Allottee / Purchaser be required to make the next payment without any interest. Be it mentioned apart from Force Majeure if the Promoter fails to construct the Designated Unit / Apartment within the time period specified in clause 7.1, then the Promoter shall be liable to pay to the Allottee / Purchaser interest at the rate specified in the Act on the part payment of the consideration until then paid by the Allottee / Purchaser to the Promoter for the period of delay PROVIDED THAT if the delay continues for a period of more than 06 (six) months the Allottee / Purchaser shall be entitled at any time thereafter to cancel the contract placed hereunder by a notice in writing. In the event of such cancellation, the Promoter shall refund the entire earnest money until then paid by the Allottee / Purchaser to the Allottee / Purchaser with interest at the rate specified in the Act within 45 days of such cancellation.

For the purpose of this para 'ready to move in possession' shall mean that the Unit / Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

The Allottee / Purchaser shall be considered under a condition of Default, in case the Allottee / Purchaser fails to make payments as per the **Payment Plan (Schedule B)** annexed hereto, or commits any breach of the terms or conditions herein contained, then or in any of such events, the Promoter shall give 60 days notice to the Allottee / Purchaser to pay the amounts under default or to rectify the breach. In case the Allottee / Purchaser fails or neglects to make the payments of the said amounts under default with applicable interest or to rectify the breach complained of within the said period of 60 days, the Promoter may at its sole option and without prejudice to its rights sue the Allottee / Purchaser as provided for hereinafter, or any other right or remedy, provided to the

Promoter herein, terminate and rescind this agreement. In the event of such termination and recession, the rights and claims, if any, of the Allottee / Purchaser against the Promoter, the Designated Unit / Apartment, shall stand extinguished without the right of the Allottee / Purchaser over and in respect of the same and the Promoter shall be entitled to forfeit a sum equivalent to 10% of the total consideration amount and the interest accrued till the date of recession and termination of this agreement on the delayed payments, if any and as and by way of pre – determined compensation and liquidated damages. The balance amount, if any, remaining with the Promoter out of the earnest monies until then received, by the Promoter from the Allottee / Purchaser without any interest within 45 days from the date of such termination or recession of this Agreement. It is agreed by the parties that the pre – determined compensation and liquidated damages mentioned above has been mutually assessed by the parties to be genuine and reasonable estimate of the damage expected to be suffered by the Promoter in the event mentioned hereinabove. Consequently, it will not be open to the Allottee / Purchaser, at any time, to contend to the contrary. However in case the Promoter condones the default of the Allottee / Purchaser then and in such event the Allottee / Purchaser shall, along with such dues, and / or arrears, pay interest at the rate specified in the Act on all amounts remaining unpaid to the Promoter.

For better understanding total consideration shall mean the full sale price as mentioned herein **Schedule B**.

#### **10. CONVEYANCE OF THE SAID APARTMENT:**

The Promoter, on receipt of Total Price of the Apartment as per **Schedule - B** under the Agreement from the Allottee / Purchaser, shall execute a deed of sale drafted by the Promoter's Advocate and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 30 (thirty) days from the date of issuance of the completion certificate to the Allottee / Purchaser: However, in case the Allottee / Purchaser fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee / Purchaser authorizes the Promoter to withhold registration of the deed of sale in his/her favour till payment of stamp duty and registration charges and the allottee shall be bound by its obligations as morefully mentioned in clause 6.3 of this agreement.

#### **MAINTENANCE – IN – CHARGE AND ASSOCIATION:-**

The cost of maintenance will be paid/borne by the Allottee / Purchaser from the date of obtaining completion certificate till handover of maintenance of the project to the association of Allottees / Purchaser and thereafter to the association of Allottees/ Purchaser. The Allottee / Purchaser shall before taking possession of the apartment pay @Rs.1/- per sq. ft. on the super built-up area of the Unit / Apartment together with applicable GST towards cost of such maintenance for the initial period of one year.

- Establishment and all other capital and operational expenses of the Association.
- All charges and deposits for supplies of common utilities.
- All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.
- Cost of operating the fire fighting equipments and personnel, if any.
- All expenses for insuring the New Building and/or the common portions, inter alia, against earthquake, fire, mob violence, damages, Civil commotion etc.
- All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re- constructing, lighting and renovating the common portions, including the exterior or interior (but not inside any Unit / Apartment) walls of the New Building/s.

- All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, Firefighting equipment, CCTV, EPABX etc. and other common installations including their license fees, taxes and other levies (if any) and all the lights of the common area.
- Municipal tax, multi storied building tax, water tax and other levies in respect of the New Building/s save those separately assessed for the said Unit / Apartment of Allottee.
- Creation of sinking fund for replacement, renovation and other periodic expenses of equipments.
- The salaries of and all other expenses of the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, sweepers, plumbers, electricians etc. including perquisites, bonus and other emoluments and benefits.
- All the fees and charges payable to the agency, if appointed for the looking after the maintenance services including all the statutory taxes.

That the Owner / Promoter, have estimated the cost for first year maintenance charges, as per present indexation and on thumb rule basis, as such it shall not have any obligation to submit any account with regards to said maintenance charges to the Allottee / Purchaser. However, neither the Owner / Promoter shall ask for any extra amount on that account, for the said period, nor the Allottee / Purchaser shall ask for any deduction for the same.

- The common areas and installations shall be in the exclusive control, management and administration of the Owner / Promoter who shall be the Maintenance – In – Charge and the Owner / Promoter will maintain and provide the essential services in the Project till the taking over charge of the acts relating to maintenance of the Project by the Association.
- An association either by way of incorporating a Company under Section 8 and / or other provisions of the Companies Act, 2013 or a Society under the West Bengal Societies Registration Act, 1961 or any other association of persons, with such rules and regulations as may be decided by the Owner / Promoter shall be formed by the Owner / Promoter for the common purposes relating to the Building Complex. The Allottee / Purchaser shall participate and co – operate with the Owner / Promoter in its forming such association and agrees and covenants to become shareholder of such company or a member of such society / association of persons as may be deemed necessary and expedient by the Owner / Promoter and to abide by all the rules and regulations restrictions and bye – laws as framed and / or made applicable by the Owner / Promoter and / or the Association for carrying out the common purposes. The Allottee / Purchaser hereby unequivocally agrees and undertakes to co operate with the Owner / Promoter fully and in all manner and sign all necessary documents, applications, papers, powers etc., with regard to the formation of the Association as mentioned herein.
- Within 60 (sixty) days from the date of obtaining occupancy / completion certificate in respect of the Project / Building Complex, the Owner / Promoter shall subject to formation of Association as mentioned above, handover and / or transfer to the Association all rights, responsibilities, liabilities and obligations with regard to the common purposes whereupon only the Association shall be entitled thereto and obliged therefore and the Owner / Promoter shall be fully relieved of its responsibilities and obligations in respect thereof.
- In case due to non – cooperation or non – participation of the Allottee / Purchaser or the Co – Allottee / Co – Purchaser with the Owner / Promoter or for any reason beyond the control of the Owner / Promoter, the Association is not formed, the Owner / Promoter shall be entitled to send notice in writing to the Allottee / Purchaser and Co – Allottees / Co – Purchasers for the time being to take over charge of the acts relating to common purposes within the period specified therein whereupon the Allottee / Purchaser along with the other Co – Allottees / Co – Purchasers shall within 01 (one) month of receiving such notice, themselves form the Association for the common purposes and the Owner / Promoter shall not be responsible and liable therefore **PROVIDED THAT** in case on the date of expiry of 01

(one) month from the date of sending the notice by the Owner / Promoter the association is not formed by the Allottee / Purchaser and the co – Allottees / Co – Purchasers then all such rights, responsibilities and obligations with regard to the common purposes shall be deemed as on such date to have been handed over and / or transferred by the Owner / Promoter to all the Co – Allottees / Co – Purchasers for the time being the Building Complex and thereupon only the Co – Allottees / Co – Purchasers shall be entitled thereto and obliged therefore fully and in all manner and the Owner/ Promoter shall be and / or be deemed to be fully relieved of all its responsibilities and obligations with regard thereto.

□ The voting rights of the Allottee / Purchaser in the Association and also in all matters related to the common purposes shall be in proportion in which the super – built up area of the Unit / Apartment may bear to the super built up area of all the Units / Apartments in the building Complex.

□ The rules, regulations, and /or bye laws of the said Association and those that the Association may frame or apply in respect of the Project / Building Complex or any part thereof shall not be inconsistent with or contrary or repugnant to the rights and entitlements of the Owner / Promoter hereunder reserved and or belonging to the Owner / Promoter.

#### **11. COMPLIANCE WITH RESPECT TO THE APARTMENT:**

The Allottee / Purchaser shall, after taking possession, be solely responsible to maintain the Unit / Apartment 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 Unit / Apartment, 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 Unit / Apartment and keep the Unit / Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

The Allottee / Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / nameplate, 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 / Purchasers 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 / Purchaser shall not store any hazardous or combustible goods in the Unit / Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee / Purchaser shall also not remove any wall including the outer and load bearing wall of the Unit / Apartment.

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

**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 / Purchaser 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 / Purchasers shall be entitled to receive appropriate compensation in the manner as provided under the Act. It is however made clear that, in case the Allottee / Purchaser, without first notifying the Promoter and without giving to it the opportunity to inspect assess and determine the nature of the purported



structural defect, then the Promoter shall be relieved of its obligation to rectify such purported defect and the Allottee / Purchaser shall not be entitled to any cost or compensation in respect thereof.

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

**16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:** Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment] 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], 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], 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 PARTIES:**

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:**

It is agreed that the Promoter has right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed.

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

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Unit / Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee / Purchaser who has taken or agreed to take such Unit / Apartment. During the period of construction or before that, the Promoter may obtain construction Finance but without creating any liability on Allottee / Purchaser.

**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 / Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee / Purchaser until, firstly, the Allottee / Purchaser 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 / Purchaser and secondly, appears for registration of the same before the concerned ADSR Bidhannagar or DSR Barasat or ARA Kolkata as and when intimated by the Promoter. If the Allottee(s) / Purchaser fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee / Purchaser and/or appear before the concerned ADSR Bidhannagar or DSR Barasat or ARA Kolkata for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee / Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee / Purchaser, application of the Allottee / Purchaser shall be treated as cancelled upon deduction of 10% of the total consideration amount and refund of the balance amount (if any).

**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 Unit / Apartment.

**23. RIGHT TO AMEND:**

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

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

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

Be it mentioned no assignment of this present Agreement for Sale can be made by the Allottee / Purchaser within 12 (twelve) months from the date of the execution of the present Agreement for Sale which shall be deemed to be the lock in period.

Further more in case the Allottee / Purchaser assigns his / her respective right to a third party after efflux of this aforesaid lock in period i.e. 12 months from the date of the execution of the present, the Allottee / Purchaser shall have to pay Rs. 50/- per sq. ft. to the Promoter for the said assignment.

**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 / Purchaser in not making payments as per the Payment Plan [**Schedule B**] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee / Purchaser that exercise of discretion by the Promoter in the case of one Allottee / Purchaser shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees / Purchasers .

Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right 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 there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under 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 / Purchaser has to make any payment, in common with other Allottee(s) / Purchaser(s) in Project, the same shall be the proportion which the super built up area of the Apartment bears to the total super built up area of all the Units / Apartments in the Project.

Unit for measurement :

(a) Built Up Area/Lockable Area: Here Built up area/Lockable area means, the area in which the flat has been built. It includes carpet area thereof, and also includes the thickness of external walls, columns and pillars and exclusive balcony / verandah and also includes 50% of the plinth area of the attached terrace, if any. Provided that if the external walls, columns or pillars are common between the Designated Unit /Apartment and any adjacent Unit / Apartment, then only one – half area thereof shall be a part of the built – up area of the Designated Unit Apartment.

(b) Carpet Area: Here Carpet area is defined as the usable area of the flat / apartment and internal partition walls thereof but excludes the area covered by the internal walls and areas under services shafts, exclusive balcony / verandah and exclusive open terrace.

(c) Total Covered Area: Here total covered area means, built up/lockable area of the flat plus proportionate area of common spaces like stairs, lift & lobby areas of that particular floor.

**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 completed only upon its execution by the Promoter on its own or 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 / Purchaser, in after the Agreement is duly executed by the Allottee / Purchaser and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the concerned Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata.

**30. NOTICES:**

That all notices to be served on the Allottee / Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee / Purchaser or the Promoter by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail.

It shall be the duty of the Allottee / Purchaser 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 / Purchaser, 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 / Purchaser 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 / Purchasers.

**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 applicable laws of India for the time being in force.

**33. DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be referred for arbitration to an arbitral tribunal comprising of three individuals, one arbitrator each to be appointed by the Promoter, and the Allottee / Purchaser and the third arbitrator (Umpire) to be appointed by two arbitrators Promoter, and the Allottee / Purchaser, and the same shall be adjudicated in accordance with the Arbitration and Conciliation Act, 1956 as amended up to date. The Arbitral Tribunal shall have the right to proceed summarily and to make interim awards. The Arbitration shall be held at Kolkata and in English language.

MISCELLANEOUS:

The Allottee / Purchaser is aware that the price of the Unit / Apartment is arrived after adjusting the GST input credit to be passed on to the him/her by the Promoter and the Allottee / Purchaser shall not claim, demand or dispute in regard thereto.

In case payment is made by any third party on behalf of Allottee / Purchaser, the Promoter will not be responsible towards any third party making such payment/remittances on behalf of the Allottee / Purchaser and such third party shall not have any right in the Application and/or Provisional Allotment, if any, in any manner whatsoever and the Promoter shall issue the payment receipts in the name of the Allottee / Purchaser only.

In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the **Schedule C**.

Promoter may also extend the Project in contiguous land in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps, club, gym, community hall, playgrounds and other amenities shall all be part of a common integrated development and some amenities and facilities may for the sake of convenience be relocated on such extended area and the Allottee / Purchaser shall not have any objection to it and further, the Allottee(s) / Purchaser(s) hereby give consent to the Promoter that the Promoter shall have full right, title, interest to use and utilize the additional FAR in respect of the land which may be made available even after the Deed of Sale of the Unit / Apartment has been executed the Allottee(s) / Purchaser(s) or any member of the Association shall not raise any objection of whatsoever nature for the same. The extra FAR sanctioned may necessitate some changes and/or modifications to the existing Sanctioned Plan in respect of the present project as well as the subsequent phases/projects to be constructed but it is hereby declared that so far as the present project or earlier completed phases of the entire Project is concerned the additional FSI/FAR shall be achieved only by way of vertical extension over the existing building blocks. In future phases it can be utilized in the manner the Promoter decides. The Allottee / Purchaser is also notified that the Promoter may at any subsequent period undertake development of a separate Complex on land which is adjacent but not part of this Project and in that case the Promoter may decide to provide for a passage way across this Project and for this purpose the Promoter shall enter into an irrevocable License deed with the Owners of the Adjoining land which shall be perpetually binding upon the Apartment Owners of this Project and their Association. The Promoter may extend the size of the Project as presently envisaged by causing development of another Project/Phase on land contiguous to the present Project whereupon the Promoter will be entitled to amalgamate the extended development by integrating it with this Project with shared infrastructure and common facilities which means that the facilities available in this Project will be available for use to residents of the extended Project/Phase and similarly the facilities in the extended Project/Phase shall be available for use by the Residents of the present Phases.

The right of the Allottee / Purchaser shall remain restricted to his/her/their respective Unit / Apartment and the properties appurtenant thereto and the Allottee / Purchaser shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Unit / Apartment or space and/or any other portions of the Project.

In the event of cancellation of allotment and on deduction of the 10% of the total consideration amount after execution of the present, the Promoter can enter into a fresh agreement against sale of the Designated Units / Apartment with any other interested

person. Further the Allottee / Purchaser shall prior to receipt of refund on the above account from the Owner / Promoter, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or transferring and disposing of the other Apartments in the Project then and in that event without prejudice to the Promoter's such other rights the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.

The Promoter if possible will entertain on request of the Allottee for modification in the internal layouts of the Unit of the Blocks, to install some different fittings /floorings on his/her/their own within the Apartment booked, he/she/they will not be entitled to any reimbursement or deduction in the value of the Apartment. Moreover for such layouts if prices are charged extra the same shall be borne by the Allottee. For this purpose, in only those cases where the Allottee has made full payment according to the terms of payment, at its sole discretion, the Builder may subject to receipt of full payment allow any Allottee access to the Unit prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottees provided that such access will be availed in accordance with such instructions of the Promoter in writing and that the right of such access may be withdrawn by the Promoter at any time without assigning any reasons.

The Allotment is personal and the Allottee shall not be entitled to transfer, let out, alienate the Apartment without the consent in writing of the Promoter PROVIDED HOWEVER after the full payment of the entire price and other amounts and registered sale deed the Allottee shall be entitled to let out, grant, lease and mortgage and/or deal with the Apartment for which no further consent of the Promoter shall be required. All the provisions contained herein and the obligations arising hereunder of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

That Allottee shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room / Overhead Tank/Stair Head Room of the newly constructed buildings in the said project "NIRMALA PLAZA" and the Promoter shall have exclusive right over the same to install Hoardings/Neon Sign, Bill Boards / Advertisements etc. on the same or on the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Promoter shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authority/ authorities for the same.

That on and from the date of possession of the said flat/unit, the Allottee shall:

- a. Co-operate in the management and maintenance of the said project NIRMALA PLAZA.
- b. Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said project.
- c. Pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the Association including the GST.
- d. The Allottee hereby consents to:
  - (i). Use the said flat/unit for residential purpose only.
  - (ii). Use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Promoter or the Association, upon formation, in writing.

(iii). Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.

(iv). Not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the New Building and/or the adjoining building/s.

(v). Not to place or cause to be placed any article or object in the common area.

(vi). Not to injure, harm or damage the Common Area or any other Units in the New Building by making any alterations or withdrawing any support or otherwise.

(vii). Not to park any vehicle 2/4 wheeler, in the said project, unless the facility to park the same is obtained and/or acquired by Allottee.

(viii). Not to make any addition, alteration in the structure of the building, internally within the flat or externally within the project, and shall not change the location and/or design of the window and balcony grills (provided by the Promoter) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the building / elevation, duly approved and finalized by the architect of the project.

(ix). Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other allottees and/or occupiers of the said project.

(x). Not to keep in the said Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Apartment and/or any other Apartment in the said project.

(xi). Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the 'Said Apartment' which in the opinion of the Promoter / Association differs from the colour scheme of the building or deviation or which in the opinion of the Promoter/Association may affect the elevation in respect of the exterior walls of the said building.

(xii). Not to use the said Flat or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Allottees and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grilles wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

(xiii). Not to hold the Promoter or Maintenance – In – Charge liable in any manner for any accident or damage will enjoying the Common areas and Installations by the Allottee or his family members, guests, visitors or any other person.

(xiv). Not to encumber the said flat / unit in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of deed of sale for the said flat / unit in favour of the Allottee.

(xvi). Use the Community Hall (if any) for small functions of their families or for the meeting of allottees of flat or for the use of any function /meeting by all the allottees of flat of the

project.. Not to use or permit the use of any loud speakers beyond the time limit and confines of the Community Hall. Not to use the said hall (if any) and any other covered/ enclosed area of the said project ‘NIRMALA PALZA’ for sprinkling or spraying of colour and paints/lighting up of fire /sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Promoter/ Association as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other occupants.

(xv) To ensure that all interior work of furniture, fixtures and refurbishing of the said flat, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co-Allottees.

### **SCHEDULE – A**

#### **SAID LAND**

**ALL THAT** piece or parcel of land hereditaments and premises containing by estimation an area of **05 (Cottahs) 08 (Eight) Chittacks 00 (Zero) sq. ft. more or less (being 3960 sq. ft. more or less) being marked as Scheme Plan Plot No. 11** together with all other common service areas, amenities and facilities appended thereto including all easement rights and appurtenances thereof lying and situate at **Premises No. 85 Canal Street, being Municipal Holding No. 108 Canal Street**, Police Station – Lake Town, Kolkata – 700048, in Municipal Ward No. 34, in Mouza – Kankuri, J.L. No. 28, Touzi No. 1298/2833, Division, Sub – division – 2, Dihi – Panchanna gram, comprised in C.S / R.S. /L.R. Dag No. 150, under R.S. Khatian No. 117 & 118, presently R.S. and L.R. Khatian No. 110, within the jurisdiction of the South Dum Dum Municipality, Additional District Sub-Registrar Bidhannagar, Salt Lake City, District - 24 Parganas (North), (previously ADSR Cossipore Dum Dum) butted and bounded as follows:

**ON THE NORTH** : By Other Plot;  
**ON THE SOUTH** : By 30’ – 0” wide Canal Street;  
**ON THE EAST** : By Plot Nos. 12 & 14;  
**ON THE WEST** : By Plot No. 10.

### **SCHEDULE – A - 1**

#### **SAID APARTMENT**

**ALL THAT** Apartment being No. \_\_\_\_\_, on the \_\_\_\_\_ floor, total measuring \_\_\_\_\_ sq. ft. built-up area (more or less) \_\_\_\_\_ sq. ft. (having carpet up area of \_\_\_\_\_square feet) together with undivided proportionate share of the land underneath the building and with right to use the common area, amenities and facilities more fully mentioned in Schedule–E, of the said project **NIRMALA PLAZA** at **Premises No. 85 Canal Street, being Municipal Holding No. 108 Canal Street**, P.S. – Lake Town, Kolkata - 700 048.

### **SCHEDULE ‘B’**

#### **(TOTAL PRICE)**

<b>SL.NO</b>	<b>EVENT / HAPPENING/SCHEDULE</b>	<b>TOTAL AMOUNT(in %)</b>
1.	On Booking	10%



2.	On Completion of Piling	<b>7.5%</b>
3.	On Completion of Foundation	<b>7.5%</b>
4.	On 1 <sup>st</sup> floor casting	<b>7.5%</b>
5.	On 2 <sup>nd</sup> floor casting	<b>7.5%</b>
6.	On 3 <sup>rd</sup> floor casting	<b>7.5%</b>
7.	On 4 <sup>th</sup> floor casting	<b>7.5%</b>
8.	On 5 <sup>th</sup> floor casting	<b>7.5%</b>
9.	On 6 <sup>th</sup> floor casting	<b>7.5%</b>
10.	On completion of Bricks work of the said Flat	<b>7.5%</b>
11.	On completion of POP of the said Flat	<b>7.5%</b>
12.	On completion of flooring of the said Flat	<b>7.5%</b>
13.	Full and final payment on conveyance deed or at the time of Possession whichever is earlier	<b>7.5%</b>

**NOTE:**

Registration, Stamp Duty, any other charges and applicable Government Taxes Extra.

Maintenance: At Actuals (At the time of Possession)

GST 5% applicable on Agreement Value on Each Payment.

If Agreement value of Flat exceeds Rs. 50 lakhs the party should deduct 1% TDS and then make the Payment.

**Cheque to be drawn in favour of “SHREE SHYAM DEVELOPERS”.**

**.SCHEDULE ‘C’  
(SPECIFICATIONS)**

<b>BUILDING</b>	R. C. C. frame structure with column beams
<b>WALL - INTERNAL</b>	Brick/block masonry.
<b>EXTERNAL</b>	Thick brick/block masonry.
<b>DOOR</b>	All be completed by flush door.
<b>WINDOWS</b>	All window made of Aluminium channel with grill and glass fitting.
<b>LIVING/DINING / BEDROOM</b>	Vitrified tiles
<b>KITCHEN</b>	Granite slab with one stainless steel sink. Wall tiles up to 2 (two) feet height above counter, soft water.

<b>TOILETS</b>	<p>Hot and Cold water line provision with <b>CPVC</b> pipes.</p> <p>CP fittings including Health Faucet of <b>Essco /Parryware /Hindware / similar</b>.</p> <p>Sanitary ware <b>with flush</b> and basin of <b>Essco /Parryware /Hindware / similar</b></p> <p>Pipes of <b>Supreme/Ashirvad</b>.</p>
<b>ELECTRICALS</b>	<p>a) Concealed <b>Havells / Similar</b> copper wiring with modular <b>Havells</b> switches.</p> <p>b) One Light and One fan point and TV point in Living room + Socket.</p> <p>c) One Light Point and one Fan Point in all bedrooms.</p> <p>d) One light point, One Fan point in all toilets. One Geyser point in common toilet.</p> <p>e) One appliance point and One light point in kitchen.</p> <p>g) One AC point at every bed room.</p> <p>h) One washing machine point and One light point at balcony.</p> <p>i) Modern MCBs of <b>Havells/ Similar</b></p>
<b>INTERIOR FINISH</b>	Putty over plastered walls
<b>EXTERIOR FINISH</b>	Quality Exterior Paint
<b>LIFT FACILITY</b>	Automatic elevator from reputed brand.
<b>WATER SUPPLY</b>	24-hours uninterrupted water supply by Deep tube-well with pumping to overhead reservoir Tank.
	For any point other than specified should be charged extra reasonably and polycab electrical wiring and one Internet wiring and Cable wiring.

**SCHEDULE 'D'**  
**(COMMON AREAS, AMENITIES & FACILITIES & COMMON EXPENSES)**

1. Stair cases on all the floors and lift facilities.
2. Stair cases landing on all floors and lift facilities.
3. Main gate of the said building/premises and common passage and lobby on the Ground Floor to Top floor.
4. Water pumps, water Tank, water pipes and overhead tank on the roof, and other common plumbing installation and also pump.
5. Installation of common services Viz. electricity, water pipes, sewerage, rain water pipes.
6. Lighting in common space, passage, staircase including electric meter fittings.

7. Common Electric meter and box.
8. Electric wiring, meter for lighting stair cases, lobbies and other common areas (excluding those as are installed for any particular flat) and space required thereof, common walls in between the unit being the flat hereunder agreed to be sold, and any other flat beside the same on any side thereof.
9. Windows, Doors, Grills and other fittings of the common areas of the premises.
10. Such other common parts, areas equipment, installation, fixtures, fittings, covered and open space in or about the said premises of the building as are necessary for use and occupancy of the flat.
11. Electrical wirings, meters (excluding those installed for any particular FLAT).
12. Lift and its accessories.
13. GENERAL COMMON ELEMENTS of all appurtenances and facilities and other items which are not part of the said 'FLAT'.
  - a. All private ways, curves, side-walls and areas of the said premises.
  - b. Exterior conduits, utility lines, underground storage tanks.
  - c. Public connection, meters, gas, electricity, telephone and water owned by public utility or other agencies providing such services, and located outside the building.
  - d. Exterior lighting and other facilities necessary to the upkeep and safety of the said building.
  - e. All elevations including shafts, shaft walls, machine rooms and facilities.
  - f. All other facilities or elements or any improvement outside the unit but upon the said building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.
  - g. The foundation, corridor, lobbies, stairways Entrance and exists, Path ways, Footings, Columns, Girders, Beams, Supports, and exterior walls beyond the said 'FLAT', side or interior load bearing walls within the building or concrete floor slab except the roof slab and all concrete ceiling and all staircase in the said building.
  - h. Utility lines, telephone and electrical systems contained within the said building.
14. The ultimate roof or terrace in the said building will jointly be undivided property among the Vendor and the other owners, inclusive of the Purchasers herein, or other Purchasers of different units, subject to limitation, if any, to their such rights, the purchasers or purchasers being entitled to use and enjoy the said roof and/or terrace with the Vendor, other purchaser or purchasers without causing inconvenience to one another.

#### **COMMON EXPENSES**

1. The expenses of administration, maintenance, repair, replacement of the common parts, equipments, accessories, common area, and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the stair cases, the lift, the landing, the gutters, rainwater pipes, motor, pumps, water, gas pipe, electric wirings, installation, sewers, drains, and all other common parts, fixtures, fittings and equipments, in under or upon the building enjoyed or used in common by the Purchasers, co-purchasers, or other occupiers thereof.
2. The cost of cleaning, maintaining and lighting the main entrances, passages, landings, stair cases, and other parts of the building as enjoyed or used in common by the occupiers of the said building.
3. Cost and charges of the establishment reasonably required for the maintenance of the building and for watchman and ward duly and other incidents costs.
4. The cost of decorating the exterior of the building.
5. The cost of repairing and maintenance of water pump, electrical installations, over lights, and service charges, and suppliers of common utilities.
6. Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, civil commotion, etc.

7. Municipal taxes, MULTI Storied building tax, if any, and other similar taxes and possession of the land and the building.
8. Such other expenses as are necessary or incidental expenses for maintenance, up-keep and security of the building and Govt. duties, as may be determined by the flat/unit owner's Association, as shall be formed by the flat/unit-owners, inclusive the Vendor as soon as possible for the purpose or purposes as aforesaid, such formation of Association thereof in accordance with the provisions of the West Bengal Apartment Ownership Act, and bye Laws, as amended being obligatory on their part in the fullest legal sense of the term.
9. The share of the Purchaser or Purchasers in such common expenses shall generally be proportionate in accordance with the liability of the flat here under agreed to be sold as against the total amount as may be incurred in any of the heads of such expenses in accordance with the proportion of the area within the same as against the total area within the building to be covered there under.

**SCHEDULE 'E'**  
**(DEVOLUTION OF TITLE)**  
**SAID PROPERTY**

**WHEREAS** on 05<sup>th</sup> August, 1957, by virtue of a registered Kobala, written in Bengali language, one Sri Krishna Bandhu Basak son of Late Mohan Chand Basak, purchased ALL THAT piece and parcel of Bastu land, measuring an area 05 (Cottahs) 08 (Eight) Chittacks 00 (Zero) sq. ft. more or less, equivalent to measuring an area 09 (nine) Decimals, more or less, being marked as Plot No. 11, lying and situated at Mouza – Kankuri, J.L. No. 28, Touzi No. 1298/2833, Division, Sub – division – 2, Dihi – Panchanna gram, comprised in R.S. Dag No. 150, under R.S. Khatian No. 117 & 118, within the jurisdiction of the South Dum Dum Municipality, Police Station – Dum Dum, now Lake Town, District - 24 Parganas now 24 Parganas (North) from Sk. Nijamuddin, son of Late Dilu Sekh, Amina Bibi, wife of Late Dilu Sekh, Nogra Bibi, wife of Abdul Gaffar, Joygun Bibi, wife of Late Abdul Gaffar and Fatema Bibi, wife of Md. Noseman, the Vendors therein, for a valuable consideration mentioned therein, morefully and particularly described in the Schedule written thereunder and the same was recorded in Deed No. Being 6007 for the year 1957, registered in the office of Sub – Registrar Cossipore, Dum Dum.

**AND WHEREAS** said Krishna Bandhu Basak being the predecessor – in – interest of the Owners herein and his wife Charubala Basak died intestate on 23<sup>rd</sup> October, 1968 and 7<sup>th</sup> April, 1989, respectively, leaving behind them their surviving five sons namely Sri Radha Nath Basak, Sri Pagal Nath Basak, Sri Gour Chandra Basak, Sri Nitai Chandra Basak, Sri Shib Mangal Basak and two married daughters namely Smt. Bimala Basak and Smt. Kamala Rani Basak, who by virtue of inheritance and succession as per the Hindu Succession Act, 1956, as amended upto date and as per the prevailing laws jointly inherited the above referred property and each of them being entitled to undivided one / seventh share therein, that is equivalent to each entitled to 565.71 sq.ft. more or less.

**AND WHEREAS** said Sri Radha Nath Basak alias Radha N. Basak, Sri Pagal Nath Basak, Sri Gour Chandra Basak, Sri Nitai Chandra Basak, Sri Shib Mangal Basak, Smt. Bimala Basak and Smt. Kamala Rani Basak after obtaining the aforesaid landed property measuring 05 (Cottahs) 08 (Eight) Chittacks 00 (Zero) sq. ft. more or less by undivided 1/7<sup>th</sup> share of land measuring 565.71 sq.ft. each more or less, they mutated and recorded their names before the local South Dum Dum Municipality being Premises No. 85, Canal Street under Holding No. 108, Canal Street in Ward No. 34, under P.S. Lake Town, A.D.S.R.O. Bidhannagar (Salt Lake City), Kolkata -700048, District- North 24 Parganas.

**AND WHEREAS** said Radha Nath Basak alias Radha N. Basak while seized and possessed his said undivided 1/7<sup>th</sup> share of land measuring 565.71 sq.ft. more or less out of the total land measuring 05 Cottahs 08 Chittacks be the same a little more or less i.e. equivalent to 09 Decimals more or less, died intestate on 18/04/1970 and his wife Smt. Moti Mala Basak also died intestate leaving behind their two sons and six daughters namely Smt. Manik Basak, Shri Tapan Basak, Smt. Kalyani Basak, Smt. Usha Basak, Smt. Purnima Basak, Smt. Sandhya Basak, Smt. Uma Guin and Smt. Rama Basak as his only legal heirs and successors to inherit his aforesaid undivided 1/7<sup>th</sup> share of land measuring 565.71 sq. ft. more or less out of the total land measuring 05 Cottahs 08 Chittacks more or less and after demise of said Radha Nath Basak alias Radha N. Basak, and his wife Moti Mala Basak his aforesaid two sons and six daughters as his only legal heirs and successors namely Shri Manik Basak, Shri Tapan Basak, Smt. Kalyani Basak, Smt. Usha Basak, Smt. Purnima Basak, Smt. Sandhya Basak, Smt. Uma Guin and Smt. Rama Basak obtained the undivided 1/8<sup>th</sup> share of land measuring 70.714 sq.ft. each out of the said undivided 1/7<sup>th</sup> share of land measuring 565.71 sq.ft. out of the total land measuring 05 Cottahs 08 Chittacks more or less by way of inheritance as per Hindu Succession Act left by said deceased Radha Nath Basak alias Radha N. Basak.

**AND WHEREAS** Shri Manik Basak, Shri Tapan Basak, Smt. Kalyani Basak, Smt. Usha Basak, Smt. Purnima Basak, Smt. Sandhya Basak, Smt. Uma Guin and Smt. Rama Basak while jointly seized and possessed of the undivided 1/8<sup>th</sup> share of land measuring 70.714 sq.ft. each out of the said undivided 1/7<sup>th</sup> share of land measuring 565.71 sq.ft. out of the total land measuring 05 Cottahs 08 Chittacks more or less by way of inheritance as per Hindu Succession Act left by said deceased Radha Nath Basak alias Radha N. Basak, Smt. Usha Basak wife of Late Hari Gopal Basak and daughter of Late Radha Nath Basak alias Late Radha N. Basak died intestate on 22/12/2022 leaving behind her, her only son i.e. Indranil Basak, who by virtue of inheritance and succession as per the Hindu Succession Act, 1956 as amended upto date obtained the undivided 1/8<sup>th</sup> share of land measuring 70.714 sq.ft. each out of the said undivided 1/7<sup>th</sup> share of land measuring 565.71 sq.ft. out of the total land measuring 05 Cottahs 08 Chittacks more or less. Thus by virtue of inheritance and succession as per the Hindu Succession Act, 1956 as amended upto date and as per the prevailing laws the Land Owner No. 1 to 8 herein respectively obtained the undivided 1/8<sup>th</sup> share of land measuring 70.714 sq.ft. each out of the said undivided 1/7<sup>th</sup> share of land measuring 565.71 sq.ft. out of the total land measuring 05 Cottahs 08 Chittacks more or less by way of inheritance as per Hindu Succession Act left by said deceased Radha Nath Basak alias Radha N. Basak.

**AND WHEREAS** said Pagal Nath Basak while seized and possessed his said undivided 1/7<sup>th</sup> share of land measuring 565.71 sq.ft. more or less out of the total land measuring 05 Cottahs 08 Chittacks, more or less made and executed a Will in favour of Shri Manik Basak and Others, i.e. the Land Owner Nos. 1 to 4 herein and Usha Basak, since deceased, i.e. the mother of Land Owner No. 5 herein and Owner No. 6 to 8 herein in respect of his aforesaid undivided 1/7<sup>th</sup> share of land measuring 565.71 sq.ft. more or less out of the total land measuring 05 Cottahs 08 Chittacks and after demise of said Pagal Nath Basak as unmarried on 16/12/2015, said Shri Manik Basak, the Land Owner No. 1 as Executor of the WILL herein filed a Probate Case being Misc Case No. 108 of 2019 (P) (New – Probate 38/2019) before the Court of the Ld. District Delegate, North 24 Parganas, Barasat, to get the aforesaid undivided 1/7<sup>th</sup> share of land measuring 565.71 sq.ft. more or less out of the total land measuring 05 Cottahs 08 Chittacks more or less as per the terms and conditions of the said WILL in their favour. Thus said Shri Manik Basak along with, the Land Owner No. 2 to 3 herein and Usha Basak, since deceased, i.e. the mother of Land Owner No. 4 herein and Land Owner No. 5 to 8 herein become the absolute Owner of the total land measuring 1131.42 Sq.ft. more or less (i.e. 565.71 Sq.ft. by way of inheritance + 565.71 Sq.ft. by virtue of aforesaid WILL/ Probate Case).

**AND WHEREAS** said Gour Chandra Basak while seized and possessed of his said undivided 1/7<sup>th</sup> share of land measuring 565.71 Sq.ft. more or less out of the total land measuring 05 Cottahs 08 Chittacks be the same a little more or less i.e. equivalent to 09 Decimals more or less, died intestate on 04<sup>th</sup> January, 1999, leaving behind him surviving his wife namely Jyoti Kana Basak and two sons namely Shri Sandip Basak and Shri Sayantan Basak as his only legal heirs and successors to inherit his aforesaid undivided 1/7<sup>th</sup> share of land measuring 565.71 Sq. ft.more or less out of the total land measuring 05 Cottahs 08 Chittacks more or less and after demise of said Gour Chandra Basak, his aforesaid wife and two sons as his only legal heirs and successors namely Smt. Jyotikana Basak , Shri Sandip Basak and Shri Sayantan Basak, i.e. the land owner No. 9 to 11 herein respectively obtained the undivided 1/3<sup>rd</sup> share of land measuring 188.57 sq.ft. each out of the said undivided 1/7<sup>th</sup> share of land measuring 565.71sq. ft. out of the total land measuring 05 Cottahs 08 Chittacks more or less by way of inheritance as per Hindu Succession Act left by said deceased Gour Chandra Basak.

**AND WHEREAS** said Nitai Chandra Basak while seized and possessed of his said undivided 1/7<sup>th</sup> share of land measuring 565.71 Sq.ft. more or less out of the total land measuring 05 Cottahs 08 Chittacks be the same a little more or less i.e. equivalent to 09 Decimals more or less, died intestate on 23<sup>rd</sup> February, 2013, leaving behind him surviving his wife namely Lalita Basak and three daughters namely Smt Sukla Basak, Smt Susmita Basak and Smt Moumita Roy as his only legal heiress and successors to inherit his aforesaid undivided 1/7<sup>th</sup> share of land measuring 565.71 Sq. ft.more or less out of the total land measuring 05 Cottahs 08 Chittacks more or less and after demise of said Nitai Chandra Basak, his aforesaid wife and three daughters as his only legal heiress and successors namely Smt. Lalita Basak, Smt Sukla Basak, Smt Susmita Basak and Smt Moumita Roy, i.e. the land owner No. 12 to 15 herein respectively obtained the undivided 1/4<sup>th</sup> share of land measuring 141.428 sq.ft. each out of the said undivided 1/7<sup>th</sup> share of land measuring 565.71sq. ft. out of the total land measuring 05 Cottahs 08 Chittacks more or less by way of inheritance as per Hindu Succession Act left by said deceased Nitai Chandra Basak.

**AND WHEREAS** said Shib Mangal Basak while seized and possessed his said undivided 1/7<sup>th</sup> share of land measuring 565.71 sq.ft. more or less out of the total land measuring 05 Cottahs 08 Chittacks be the same a little more or less i.e. equivalent to 09 Decimals more or less, died intestate on 04<sup>th</sup> November, 2009 and his wife Smt. Sandhya Basak also died intestate on 18<sup>th</sup> December, 2016 leaving behind their only son Shri Sudip Basak as their only legal heir and successor to inherit his aforesaid undivided 1/7<sup>th</sup> share of land measuring 565.71 Sq.ft. more or less out of the total land measuring 05 Cottahs 08 Chittacks more or less and after demise of said Shib Mangal Basak, his aforesaid son as his only legal heir and successor namely Shri Sudip Basak, i.e. the Land Owner No. 16 herein obtained the said undivided 1/7<sup>th</sup> share of land measuring 565.71 Sq.ft. out of the total land measuring 05 Cottahs 08 Chittacks more or less by way of inheritance as per Hindu Succession Act left by said deceased Shib Mangal Basak.

**AND WHEREAS** said Bimala Basak while seized and possessed her said undivided 1/7<sup>th</sup> share of land measuring 565.71 Sq.ft. more or less out of the total land measuring 05 Cottahs 08 Chittacks be the same a little more or less i.e. equivalent to 09 Decimals more or less, died intestate on 02<sup>nd</sup> June, 1973 leaving behind her three sons namely Shri Gopinath Basak, Shri Bhogirath Basak and Shri Ram Chandra Basak and five daughters namely Smt Mamata Basak alias Bhagabati Basak, Smt Dolly Basak, Smt Reba Basak, Smt Gita Basak and Smt Anjali Basak as her only legal heirs and successors to inherit her aforesaid undivided 1/7<sup>th</sup> share of land measuring 565.71 Sq.ft. more or less out of the total land measuring 05 Cottahs 08 Chittacks more or less and after demise of said Bimala Basak, her aforesaid three sons and five daughters as her only legal heirs and successors namely Shri Gopinath Basak, Shri Bhogirath Basak, Shri Ram Chandra Basak - the Land

Owner No. 23 herein, Smt. Mamata Basak alias Bhagabati Basak, Smt. Reba Basak, Smt. Gita Basak, the Land Owner No. 29 herein, Smt. Dolly Basak and Smt. Anjali Basak - the Land Owner No.32 herein obtained the undivided 1/8<sup>th</sup> share of land measuring 70.714 sq. ft. each out of the said undivided 1/7<sup>th</sup> share of land measuring 565.71 sq.ft. out of the total land measuring 05 Cottahs 08 Chittacks more or less by way of inheritance as per Hindu Succession Act left by said deceased Bimala Basak.

**AND WHEREAS** said Gopinath Basak while seized and possessed his said undivided 1/8<sup>th</sup> share of land measuring 70.714 sq.ft. out of the said undivided 1/7<sup>th</sup> share of land measuring 565.71 Sq.ft. more or less out of the total land measuring 05 Cottahs 08 Chittacks be the same a little more or less i.e. equivalent to 09 Decimals more or less, died intestate on 19<sup>th</sup> February, 2011 leaving behind him his surviving wife namely Smt. Bani Basak, one son namely Shri Sanjib Basak and two daughters namely Smt Jhuma Dutta and Nasima Warsi Mollah as his only legal heirs and successors to inherit his aforesaid undivided 1/8<sup>th</sup> share of land measuring 70.714 sq.ft. out of the said undivided 1/7<sup>th</sup> share of land measuring 565.71 Sq.ft. more or less out of the total land measuring 05 Cottahs 08 Chittacks more or less and after demise of said Gopinath Basak, his aforesaid wife, son and two daughters as his only legal heirs and successors namely Smt. Bani Basak, Shri Sanjib Basak, Smt. Jhuma Dutta and Nasima Warsi Mollah, the Land Owner No. 17 to 20 herein respectively obtained the undivided 1/4<sup>th</sup> share of land measuring 17.6785 sq.ft. out of the said undivided 1/8<sup>th</sup> share of land measuring 70.714 sq.ft. out of the said undivided 1/7<sup>th</sup> share of land measuring 565.71 sq.ft. out of the total land measuring 05 Cottahs 08 Chittacks more or less by way of inheritance as per Hindu Succession Act left by said deceased Gopinath Basak.

**AND WHEREAS** said Bhogirath Basak while seized and possessed his said undivided 1/8<sup>th</sup> share of land measuring 70.714 sq.ft. out of the said undivided 1/7<sup>th</sup> share of land measuring 565.71 sq.ft. more or less out of the total land measuring 05 Cottahs 08 Chittacks be the same a little more or less i.e. equivalent to 09 Decimals more or less, died intestate on 29<sup>th</sup> June, 2003 leaving behind him his surviving wife namely Smt. Maya Basak and one daughter namely Smt Neha Basak as his only legal heirs and successors to inherit his aforesaid undivided 1/8<sup>th</sup> share of land measuring 70.714 sq.ft. out of the said undivided 1/7<sup>th</sup> share of land measuring 565.71 Sq.ft. more or less out of the total land measuring 05 Cottahs 08 Chittacks more or less and after demise of said Bhogirath Basak, his aforesaid wife and one daughter as his only legal heirs and successors namely Smt. Maya Basak and Smt Neha Basak, the Land Owner No. 21 & 22 herein respectively obtained the undivided ½ share of land measuring 35.357 sq.ft. out of the said undivided 1/8<sup>th</sup> share of land measuring 70.714 sq.ft. out of the said undivided 1/7<sup>th</sup> share of land measuring 565.71 sq.ft. out of the total land measuring 05 Cottahs 08 Chittacks more or less by way of inheritance as per Hindu Succession Act left by said deceased Bhogirath Basak.

**AND WHEREAS** said Mamata Basak alias Bhagabati Basak while seized and possessed her said undivided 1/8<sup>th</sup> share of land measuring 70.714 sq.ft. out of the said undivided 1/7<sup>th</sup> share of land measuring 565.71 sq.ft. more or less out of the total land measuring 05 Cottahs 08 Chittacks be the same a little more or less i.e. equivalent to 09 Decimals more or less, died intestate on 26<sup>th</sup> February, 2013 and her husband Umananda Basak also died intestate, leaving behind their, their surviving one son Sri Sanjoy Basak and three daughters namely Smt Krishna Basak, Smt Poly Basak and Smt Sampa Basak as her only legal heirs and successors to inherit her aforesaid undivided 1/8<sup>th</sup> share of land measuring 70.714 sq.ft. out of the said undivided 1/7<sup>th</sup> share of land measuring 565.71 Sq.ft. more or less out of the total land measuring 05 Cottahs 08 Chittacks more or less and after demise of said Mamata Basak alias Bhagabati Basak, his aforesaid son and three daughters as her only legal heirs and successors namely Sri Sanjoy Basak and Smt Krishna Basak, Smt Poly

Basak and Smt Sampa Basak, the Land Owner No. 24 to 27 herein respectively obtained the undivided 1/4<sup>th</sup> share of land measuring 17.6785 sq.ft. out of the said undivided 1/8<sup>th</sup> share of land measuring 70.714 sq.ft. out of the said undivided 1/7<sup>th</sup> share of land measuring 565.71 sq.ft. out of the total land measuring 05 Cottahs 08 Chittacks more or less by way of inheritance as per Hindu Succession Act left by said deceased Mamata Basak alias Bhagabati Basak.

**AND WHEREAS** said Reba Basak while seized and possessed her said undivided 1/8<sup>th</sup> share of land measuring 70.714 sq.ft. out of the said undivided 1/7<sup>th</sup> share of land measuring 565.71 sq.ft. more or less out of the total land measuring 05 Cottahs 08 Chittacks be the same a little more or less i.e. equivalent to 09 Decimals more or less, died intestate on 16<sup>th</sup> December, 2021 and her husband Lakshmi Basak also died intestate leaving behind surviving their only son Shri Kaushik Basak as their only legal heir and successor to inherit her aforesaid undivided 1/8<sup>th</sup> share of land measuring 70.714 sq.ft. out of the said undivided 1/7<sup>th</sup> share of land measuring 565.71 Sq.ft. more or less out of the total land measuring 05 Cottahs 08 Chittacks more or less and after demise of said Reba Basak, her aforesaid son as his only legal heir and successor namely Shri Kaushik Basak, i.e. the Land Owner No. 28 herein obtained the undivided entire share of land measuring 70.714 sq.ft. out of the said undivided 1/8<sup>th</sup> share of land measuring 70.714 sq.ft. out of the said undivided 1/7<sup>th</sup> share of land measuring 565.71 sq.ft. out of the total land measuring 05 Cottahs 08 Chittacks more or less by way of inheritance as per Hindu Succession Act left by said deceased Reba Basak.

**AND WHEREAS** said Dolly Basak while seized and possessed her said undivided 1/8<sup>th</sup> share of land measuring 70.714 sq.ft. out of the said undivided 1/7<sup>th</sup> share of land measuring 565.71 sq.ft. more or less out of the total land measuring 05 Cottahs 08 Chittacks be the same a little more or less i.e. equivalent to 09 Decimals more or less, died intestate on 17<sup>th</sup> August, 1970 and her husband Lakshmi Narayan Basak also died intestate leaving behind her, her surviving one son namely Sri Dalim Kumar Basak and one daughter namely Smt Rinku Ghosh as her only legal heirs and successors to inherit her aforesaid undivided 1/8<sup>th</sup> share of land measuring 70.714 sq.ft. out of the said undivided 1/7<sup>th</sup> share of land measuring 565.71 Sq.ft. more or less out of the total land measuring 05 Cottahs 08 Chittacks more or less and after demise of said Dolly Basak, her aforesaid son and daughter as her only legal heirs and successors namely Sri Dalim Kumar Basak and Smt Rinku Ghosh, the Land Owner No. 30 & 31 herein respectively obtained the undivided ½ share of land measuring 35.357 sq.ft. out of the said undivided 1/8<sup>th</sup> share of land measuring 70.714 sq.ft. out of the said undivided 1/7<sup>th</sup> share of land measuring 565.71 sq.ft. out of the total land measuring 05 Cottahs 08 Chittacks more or less by way of inheritance as per Hindu Succession Act left by said deceased Dolly Basak.

**AND WHEREAS** said Kamala Rani Basak while seized and possessed her said undivided 1/7<sup>th</sup> share of land measuring 565.71 Sq.ft. more or less out of the total land measuring 05 Cottahs 08 Chittacks be the same a little more or less i.e. equivalent to 09 Decimals more or less, died intestate on 08<sup>th</sup> January, 2009 and her husband Gandhi Lal Basak died intestate leaving behind her, her surviving one daughter namely Smt Parbati Basak and six sons namely Sri Balaram Basak, Sri Bharat Basak, Sri Joydeb Basak, Sri Sankar Basak, Sri Khokan Basak and Sri Kashinath Basak as her only legal heirs and successors to inherit her aforesaid undivided 1/7<sup>th</sup> share of land measuring 565.71 Sq.ft. more or less out of the total land measuring 05 Cottahs 08 Chittacks more or less and after demise of said Kamala Rani Basak, her aforesaid one daughter and six sons as her only legal heirs and successors namely Smt Parbati Basak – the Land Owner No. 33 herein, Sri Balaram Basak, Shri Bharat Chandra Basak, Sri Joydeb Basak – the Land Owner No. 42 herein, Sri Sankar Basak - the Land Owner No. 43 herein, Sri Khokan Basak and Sri Kashinath Basak - the Land Owner No.46 herein obtained the undivided 1/7<sup>th</sup> share of land measuring 80.816 sq.



ft. each out of the said undivided 1/7<sup>th</sup> share of land measuring 565.71 sq.ft. out of the total land measuring 05 Cottahs 08 Chittacks more or less by way of inheritance as per Hindu Succession Act left by said deceased Kamala Rani Basak.

**AND WHEREAS** said Balaram Basak while seized and possessed his said undivided 1/7<sup>th</sup> share of land measuring 80.816 Sq.ft. more or less out of the total land measuring 05 Cottahs 08 Chittacks be the same a little more or less i.e. equivalent to 09 Decimals more or less, died intestate on 09<sup>th</sup> March, 2023 leaving behind him, his surviving wife namely Smt Tapashi Basak and three daughters namely Smt Pinky Dillip Pati, Smt Soma Ghosh and Smt Mousumi Hore as his only legal heirs and successors to inherit his aforesaid undivided 1/7<sup>th</sup> share of land measuring 80.816 sq. ft. out of the said undivided 1/7<sup>th</sup> share of land measuring 565.71 Sq.ft. more or less out of the total land measuring 05 Cottahs 08 Chittacks more or less and after demise of said Balaram Basak, his aforesaid wife and three sons as his only legal heirs and successors namely Smt Tapashi Basak, Smt Pinky Dillip Pati, Smt Soma Ghosh and Smt Mousumi Hore - the Land Owner No. 34 to 37 herein respectively obtained the undivided 1/4<sup>th</sup> share of land measuring 20.204 sq. ft. each out of the said undivided 1/7<sup>th</sup> share of land measuring 80.816 sq.ft. out of the said undivided 1/7<sup>th</sup> share of land measuring 565.71 sq.ft. out of the total land measuring 05 Cottahs 08 Chittacks more or less by way of inheritance as per Hindu Succession Act left by said deceased Balaram Basak.

**AND WHEREAS** said Bharat Chandra Basak while seized and possessed his said undivided 1/7<sup>th</sup> share of land measuring 80.816 Sq.ft. more or less out of the total land measuring 05 Cottahs 08 Chittacks be the same a little more or less i.e. equivalent to 09 Decimals more or less, died intestate on 24<sup>th</sup> February, 2012 leaving behind him, his surviving wife namely Smt Krishna Basak and three sons namely Sri Sanjib Basak, Sri Raju Basak and Sri Totan Basak (physically disable person) as his only legal heirs and successors to inherit his aforesaid undivided 1/7<sup>th</sup> share of land measuring 80.816 sq. ft. out of the said undivided 1/7<sup>th</sup> share of land measuring 565.71 Sq.ft. more or less out of the total land measuring 05 Cottahs 08 Chittacks more or less and after demise of said Bharat Chandra Basak, his aforesaid wife and three sons as his only legal heirs and successors namely Smt Krishna Basak, Sri Sanjib Basak, Sri Raju Basak and Sri Totan Basak (physically disable person) - the Land Owner No. 38 to 41 herein respectively obtained the undivided 1/4<sup>th</sup> share of land measuring 20.204 sq. ft. each out of the said undivided 1/7<sup>th</sup> share of land measuring 80.816 sq.ft. out of the said undivided 1/7<sup>th</sup> share of land measuring 565.71 sq.ft. out of the total land measuring 05 Cottahs 08 Chittacks more or less by way of inheritance as per Hindu Succession Act left by said deceased Bharat Chandra Basak.

**AND WHEREAS** said Khokan Basak while seized and possessed his said undivided 1/7<sup>th</sup> share of land measuring 80.816 Sq.ft. more or less out of the total land measuring 05 Cottahs 08 Chittacks be the same a little more or less i.e. equivalent to 09 Decimals more or less, died intestate on 25<sup>th</sup> October, 2015 leaving behind him, his surviving wife namely Smt Suili Basak and only daughter Saheli Baasak as his only legal heir and successor to inherit his aforesaid undivided 1/7<sup>th</sup> share of land measuring 80.816 sq. ft. out of the said undivided 1/7<sup>th</sup> share of land measuring 565.71 Sq.ft. more or less out of the total land measuring 05 Cottahs 08 Chittacks more or less and after demise of said Khokan Basak, his aforesaid wife and daughter as his only legal heir and successor namely Smt Suili Basak and Saheli Basak- the Land Owner No. 44 and 45 herein obtained the undivided entire share of land measuring 40.408 sq. ft. each out of the said undivided 1/7<sup>th</sup> share of land measuring 80.816 sq.ft. out of the said undivided 1/7<sup>th</sup> share of land measuring 565.71 sq.ft. out of the total land measuring 05 Cottahs 08 Chittacks more or less by way of inheritance as per Hindu Succession Act left by said deceased Khokan Basak.

**AND WHEREAS** thus in the manner specified above the Land Owner No. 1 to 46 herein became the full and absolute joint owners of the said land measuring 05 (Cottahs) 08 (Eight) Chittacks 00 (Zero) sq. ft. more or less i.e. equivalent to 09 Decimals more or less in Scheme Plan Plot No. 11 together with tile shed cemented flooring a single storied building standing thereon admeasuring 1000 sq.ft. alongwith all other common service areas, amenities and facilities appended thereto including all easement rights and appurtenances thereof lying and situate at Premises No. 85 Canal Street, being Municipal Holding No. 108 Canal Street, Police Station – Lake Town, Kolkata – 700048, in Municipal Ward No. 34, in Mouza – Kankuri, J.L. No. 28, Touzi No. 1298/2833, Division, Sub – division – 2, Dihi – Panchanna gram, comprised in C.S / R.S. /L.R. Dag No. 150, under R.S. Khatian No. 117 & 118, presently R.S. and L.R. Khatian No. 110 within the jurisdiction of the South Dum Dum Municipality, Additional District Sub-Registrar Bidhannagar, Salt Lake City, District - 24 Parganas (North), which is morefully and particularly mentioned and described in the **First Schedule** hereunder written and hereinafter referred to as the "**SAID PROPERTY**", by virtue of inheritance and succession as per the Hindu Succession Act, 1956, as amended upto date and as per the prevailing laws, and thereby paying respective rents and taxes regularly to the proper authority concern and well fully seize, possess, and enjoying the "**SAID PROPERTY**" without any interruption and they have every right, title and interest and is in physical possession over the "**SAID PROPERTY**" which is free from all encumbrances liens, lispensens, attachments, claims and demands in any manner whatsoever and good marketable title.

**AND WHEREAS** the Vendor herein decided to develop the aforesaid land at the said Premises No. 85 Canal Street, being Municipal Holding No. 108 Canal Street, Police Station – Lake Town, Kolkata – 700048, in Municipal Ward No. 34, in Mouza – Kankuri, J.L. No. 28, Touzi No. 1298/2833, Division, Sub – division – 2, Dihi – Panchanna gram, comprised in C.S / R.S. /L.R. Dag No. 150, under R.S. Khatian No. 117 & 118, presently R.S. and L.R. Khatian No. 110 within the jurisdiction of the South Dum Dum Municipality, Additional District Sub-Registrar Bidhannagar, Salt Lake City, District - 24 Parganas (North), accordingly entered into a registered Development Agreement, dated 15<sup>th</sup> March, 2023, which was duly registered in the office of the DSR – II, Barasat, North 24 Parganas, recorded in Deed Being No.2299, for the year 2023, with the Developer/Confirming Party herein, for development of the said land, containing terms and conditions contained therein.

**AND WHEREAS** in connection with the said Development Agreement, as aforesaid, Development Power of Attorney, granted on 21<sup>st</sup> day of March, 2023, registered in the office of the DSR – II Barasat, District – 24 Parganas (North) and the same being recorded in Deed No. 2491 for the year 2023 in favour of **1) MR. AAYUSH TEKRIWAL (PAN ABXPT9559K) (AADHAR No.532158995808)** son of Sri Dwarka Prasad Tekriwal, by faith – Hindu, by occupation – Business, residing at 227 Lake Town Block – ‘B’ Post Office & Police Station – Lake Town, Kolkata - 700089, and **2) MR PRADIP KUMAR DARUKA (PAN ADIPD4169N) (AADHAR No.295586378788)** son of Late Mahabir Prasad Daruka, by faith – Hindu, by occupation – Business, residing at CF – 133, Salt Lake City, Post Office – Bidhannagar CC Block & Police Station – Bidhannagar North, Kolkata – 700064, partners of **SHREE SHYAM DEVELOPERS (PAN AEYFS3582D)** a Partnership Firm, having its registered place of business at 312 Lake Town, Block-A, Ground Floor, Post Office and Police Station - Lake Town, Kolkata- 700089, being the Developer, empowering inter-alia to develop the said land and to sign and execute different Agreement for sale and Deed of Conveyance in respect of different flats/units within the Developer’s Allocation in the building on the said plot of land to the intending purchaser or purchasers thereof, and other terms and conditions contained therein.

**AND WHEREAS** thereafter, in accordance with the said Development Agreement, as aforesaid, along with building sanction plan being No. 1184 dated 16/11/2023 issued by the concerned South Dum Dum Municipality with regard to the raising of construction in the said "**LAND**" the Developer erected and/or constructed a multi -storeyed residential building known as "**NIRMALA PLAZA**", lying and situate at Premises No. 85 Canal Street, being Municipal Holding No. 108 Canal Street, Police Station – Lake Town, Kolkata –

700048, in Municipal Ward No. 34, in Mouza – Kankuri, J.L. No. 28, Touzi No. 1298/2833, Division, Sub – division – 2, Dihi – Panchanna gram, comprised in C.S / R.S. /L.R. Dag No. 150, under R.S. Khatian No. 117 & 118, presently R.S. and L.R. Khatian No. 110 within the jurisdiction of the South Dum Dum Municipality, Additional District Sub-Registrar Bidhannagar, Salt Lake City, District - 24 Parganas (North), therefore containing several self contained flats, and other space or spaces therein, herein called the said **“BUILDING”**, morefully and particularly described in the **SECOND SCHEDULE** hereunder written.

**IN WITNESS WHEREOF** the parties hereto above named set and subscribed their respective hands and seals the day month and year first above written.

SIGNED, SEALED AND DELIVERED BY  
THE VENDOR, THE PURCHASER  
AND THE PROMOTER AT KOLKATA  
IN THE PRESENCE OF :

1.

As constituted attorney on behalf of

**SHRI MANIK BASAK, SHRI TAPAN BASAK,  
SMT KALYANI BASAK, SRI INDRANIL BASAK  
,SMT PURNIMA BASAK, SMT SANDHYA  
BASAK SMT UMA GUIN, SMT RAMA BASAK,  
SMT JYOTI KANA BASAK ,SHRI SANDIP ,  
SHRI SAYANTAN BASAK , SMT LALITA  
BASAK, SMT SUKLA BASAK , SMT SUSMITA  
BASAK , SMT MOUMITA ROY, SHRI SUDIP  
BASAK, SMT BANI BASAK, SHRI SANJIB  
BASAK, SMT JHUMA DUTTA, NASIMA WARSI  
MOLLAH , SMT MAYA BASAK, NEHA BASAK  
,SHRI RAM CHANDRA BASAK , SHRI  
SANJOY BASAK , SMT KRISHNA BASAK ,  
SMT POLY BASAK , SMT SAMPA BASAK ,  
SRI KAUSHIK BASAK , SMT GITA BASAK  
,SHRI DALIM KUMAR BASAK , SMT RINKU  
GHOSH , SMT ANJALI BASAK , SMT  
PARBATI BASAK ,SHRI TAPASHI BASAK ,  
SMT PINKY DILLIP PATI , SMT SOMA  
GHOSH , SMT MOUSUMI HORE , SMT  
KRISHNA BASAK , SHRI SANJIB BASAK ,  
SHRI RAJU BASAK , SHRI TOTAN BASAK,  
SHRI JOYDEB BASAK, SHRI SANKAR BASAK  
,SMT. SUILI BASAK , SMT. SAHELI BASAK  
and SHRI KASHI NATH BASAK**

..... VENDOR/FIRST PART

2..

---

....PURCHASER/SECOND PART

1.

---

MR. AAYUSH TEKRIWAL  
PARTNER OF  
"SHREE SHYAM DEVELOPERS"

---

MR. PRADIP KUMAR DARUKA  
PARTNER OF  
"SHREE SHYAM DEVELOPERS"

..DEVELOPER/CONFIRMING  
PARTY/THIRD PART

2.

**Drafted by me as per the instructions of the parties hereto:**

**Advocate**

**RECEIPT**

**RECEIVED** of and from the within named Purchaser the within mentioned sum of Rs..... (Rupees .....) only as earnest money under this Agreement for Sale as per Memo of Consideration given hereunder :-

**MEMO OF CONSIDERATION**

SL.NO	DATE	CASH /CHEQUE NO.	BANK'S NAME & BRANCH	AMOUNT

**Rs. ..../-**

**(Rupees .....) only**

**WITNESSES :**

1.

2.

---

MR. AAYUSH TEKRIWAL  
PARTNER OF  
"SHREE SHYAM DEVELOPERS"

---

MR. PRADIP KUMAR DARUKA  
PARTNER OF  
"SHREE SHYAM DEVELOPERS"

..DEVELOPER/CONFIRMING  
PARTY/THIRD PART