

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this _____ day of _____, 2023,

By and Between

- 1. SRI HIRALAL KAYAL**, son of late Monimohai Kayal, by faith: Hindu, by occupation: Business having **PAN: AGAPK2794H**,
- 2. SRI SANKAR NARAYAN KAYAL**, son of late Monimohan Kayal, by faith: Hindu, by occupation Business having **PAN AGQPK5975P**.
- 3. SRI KANAI LAL KAYAL**, son of late Monimohan Kayal, by faith Hindu, by Occupation: Business having **PAN: AGAPK2793A**
- 4. SRI RATNESWAR KAYAL**, son of late Monimohan Kayal having, by faith. Hindu, by occupation: Business having **PAN: AGAPK2791C**,
- 5. SMT MITA KAYAL**, wife of late Santiram Kayal, by faith Hindu, by occupation Business having **PAN: EFYPK2462F**

6. **SRI DIBYENDU KAYAL**, son of late Santiram Kayal, by faith Hindu, by occupation: Service having PAN:
7. **SRI HIMADRI SEKHAR KAYAL**, son of late Subodh Gopal Kayal, by faith: Hindu, by occupation: Business having **PAN:ANPPk0745C**
8. **SMT DASABHUJA KAYAL**, wife of late Subodh Gopal Kayal, by faith Hindu, by occupation Business having **PAN: ANPPK0745C**, all residing at Sonarpur Station Road, Sahebpara, PO & P.S-Sonarpur, Kolkata-700150,
9. **SMT. RAKTIMA BARAI**, daughter of late Subodh Gopal Kayal, wife of Sri Prabir Kumar Baroi, by faith Hindu, by occupation PAN:_____ Residing at 1635, Madurdaha, Business having PAN:_____, flat No. A3, 3rd Floor, Kolkata 700107, and
10. **SMT. MADHURIMA MAITY**, daughter of late Subodh Gopal Kayal, wife of Sri Dibyendu Maity, by faith. Hindu, by occupation Housewife having **PAN: ALYPM4461A**, residing at 257 Hossainpur (Madurdaha), Ekata Apartment, 1st Floor, Kolkata -700107,
11. **SRI SUMAN KALYAN ROY, PAN-AGWPR1171R**, Son of Late Sudhanya Kumar Roy, by faith Hindu, by occupation - Service, all Residing at-Sonarpur Sahebpara, P.O. & P.S.-Sonarpur, District - South 24 Parganas, Kolkata - 700150
12. **SMT. KRISHNA ROY, PAN- AIMP8138A**, Wife of Late Badal Kanti Roy, by faith Hindu, by occupation Housewife, Residing at Sonarpur Sahebpara, P.O. & P.S.-Sonarpur, District-South 24 Parganas, Kolkata-700150,
13. **SMT. PARAMITA BARDHAN, PAN AWHPB9532D**, Daughter of Late Badal Kanti Roy, Wife of Sri Rajit Bardhan, by faith- Hindu, by occupation Housewife, Residing at AT/136, Housing Co, Operative Society. Narendrapur Station Road, PO & P8 Sonarpur, Kolkata-700150,
14. **SMT. LOPAMUDRA ROY ALIAS LOPAMUDRA BASU ROY, PAN BHWPR6416B**, Daughter of Late Badal Kanti Roy, Wife of Molay Basu, by faith Hindu, by occupation-Service, Residing at Sonarpur Sahebpara, P.O. & P.S. Sonarpur, District South 24 Parganas, Kolkata-700150, (Hereinafter collectively referred to as the **Owners**, which term shall unless repugnant to the context mean and include his respective heirs, executors, assigns)

AND

15. A.S. CONSTRUCTION, a Partnership Firm duly registered under the Indian Partnership Act, 1932 having its office at Khiristala, PO & P.S. Sonarpur, having PAN: ABEFA8697G, represented by its partners (1) Shri Arindam Chowdhury, PAN AHHPC3223B, Son of Shri Snatak Ranjan Chowdhury, by faith Hindu, by occupation: Business, residing at Village Hasanpur, PO Champahati, P.S. Sonarpur, District: South 24-Parganas, Pin - 743330, and (2) Shri Suman Dasgupta, PAN AHJPD7715K, Son of Himangshu Dasgupta, by faith: Hindu, by occupation Business, residing at Village & P.O. Champahati, P.S. Baruipur, District: South 24 Parganas, Pin-743330, hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in- interest and permitted assignees);

AND

[If the Allottee is a company]

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

[OR]

[If the Allottee is a Partnership]

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

executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at

_____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

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

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

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

WHEREAS:

A. DEVOLUTION OF TITLE

LAND I

(i) WHEREAS Sri Jiten Naskar, Sri Jatin Naskar, Sri Dhiren Naskar alias Dharendra Nath Naskar were the original owners of the land of RS Dag No 29, under RS, Khatian No. 132 and while in peacefull possession said Dhiren Naskar alias

Dhirendra Nath Naskar died leaving behind his four sons namely Khagen Naskar, Nirab Naskar, Nagen Naskar, Haran Naskar and Wife Smt Subarna Bala Dast as his sole legal heirs and successors:

AND WHEREAS said Nagen Naskar died leaving behind his wife Smt Indu Bala Dasi as his sole legal heirs and successors: By the way of inheritance said Jiten Naskar, Jatin Naskar, Khagen Naskar, Indu Baln Dasi, Haran Naskar and Nirab Naskar became the absolute owner of the said land and recorded their names in Revisional Settlement Record and while in peaceful possession said Jiten Naskar died leaving behind his two sons namely Sayambar Naskar, Kartick Naskar and wife Mangala Bala Dasi as his sole legal heirs and successors Thereafter said Kartick Naskar died leaving behind his wife Smt. Kucho Bala Dasi and daughters Rani Bala Naskar as his sole legal heirs and successors

AND WHEREAS said Jatin Naskar died leaving behind his four sons namely Becharam Naskar Bholanath Naskar, Rabindra Nath Naskar, Sath Naskar and four daughters namely Pratima Mandal, Ostamani Mondal, Sukkuli Naskar and Mona Naskar as his sole legal heirs and successors

AND WHEREAS said Haran Naskar died leaving behind his four sons namely Gobinda Naskar, Gopal Naskar, Bibhuti Naskar and Shiburam Naskar as his sole legal heirs and successors

AND WHEREAS for their better enjoyment all the legal heirs of said Jiten Naskar, Jatin Naskar and Dhiren Naskar alias Dhirendra Nath Naskar registered at Deed of Partition in the year 1975 at Sonarpur Sub Registry Office and recorded therein its Book No 1, Volume No 72, Pages 112 to 115, being Partition Deed No. 4917, for the year 1975

AND WHEREAS said Sayambar Naskar Mangala Bala Das, Kucho Bala Dasi and Rani Bala Dasi Naskar became the 2nd Party at the said Deed of Partition and they jointly obtained 10 Decimals of land out of 20 Decimal land in RS. Dag No. 29 and while in peaceful possession in their urgent need of money they jointly sold, conveyed and transferred 2 Cottahs 10 Chittaks 10 Sq Ft land in favour of Sri

Hiralal Kayal, Sr Shanty Ram Kayal and Sri Shankar Narayan Kayal in the year 1975 by a Registered Sale Deed which was registered at Sonarpur Sub Registry Office and recorded in Book No. 1 Volume No. 69. Pages 131 to 135, Being Deed No. 4925, for the year 1975.

AND WHEREAS said Soyambar Naskar and others further jointly sold, conveyed and transferred 2 Cottahs 10 Chittaks 11 Sq Ft land in favour of Sri Subodh Gopal Kayal Sri Kanai Lal Kayal and Sn Ratneswar Kayal in the year 1975 by a Registered Sale Deed which was registered at Salarpur Sub Registri Office, Being Deed No. 4926, for the year 1975 and they further jointly sold, conveyed and transferred 13 Chittaks 12 Sq Ft land in favour of Sri Subodh Gopal Kayal in the year 1981 by a Registered Sale Deed which was registered at Sonarpur Sub Registrt Office, Being Deed No. 2654, for the year 1981.

AND WHEREAS one Bhunju Naskar son of Late Jaggeshwar Naskar was the owner of the land of CS Dag No. 26, R.S. Dag No. 37 under CS. Khatian No 612 RS Khatian No. 510 and while in peacefull possession said Bhunju Naskar died leaving behind his son Kartick Chandra Naskar as his sole legal heirs and successors.

AND WHEREAS by the way of inheritence of his father said Kartick Chandra Naskar became the absolute owner of the said land and in Revisional Settlement Record the said land was recorded in the name of Kartick Chandra Naskar.

AND WHEREAS by a false document executed by said Kartick Chandra Naskar the said land was recorded in R.S. Khatian No. 510, through the name of Kartick Chandra Naskar 8 Annas Share, through the name of Biswanath Mondal 4 Annas share, through the name of Gopal Mondal 2 Annas share and through the name of Nepal Mondal 2 Annas share and the said record was finally published.

AND WHEREAS thereafter said Kartick Chandra Naskar died leaving behind his four sons namely Lalit Mohan Naskar, Sailen Naskar Sunil Naskar, Sushil Naskar Wife Sarojini Naskar, three leaving daughters namely Amita Sardar Anila Naskar and Pramila Naskar and two sons à one daughters of one deceased daughter namely Ratikanta Naskar, Narendra Nath Naskar, Sandhya Mondal and son &

daughter of another deceased daughter namely Shankar Naskar and Bebi Rani Mondal as his sole legal heirs and successors

AND WHEREAS the said Lalit Mohan Naskar and others, the legal heirs of Kartick Chandra Naskar became the absolute owner of the said land but due to the said wrong record of Revisional Settlement said Biswanath Mondal, Gopal Mondal and Nepal Mondal executed a Nadabi Deed on 24.08.1973 which was registered at Sonarpur Sub Registry Office and recorded therein its Book No. 1. Volume No: 46, Pages 249 to 251, Being Deed No. 3127, for the year 1973

AND WHEREAS said Lalit Mondal Naskar and others became the absolute owner of the said land and while in peaceful possession said Amita Sardar, Anila Naskar, Pramila Naskar, Ratikanta Naskar, Narendra Nath Naskar, Nirapada Naskar and Sandhya Mondal sold, conveyed and transferred their share of land in favour of Sn Lalit Mohan Naskar, Sailen Kumar Naskar, Sunil Kumar Naskar, Sushil Kumar Naskar in the year 1974 by a Registered Deed of Sale, which was registered at Sonarpur Sub Registry Office and recorded therein its Book No 1, Volume No. 57 Pages 89 to 92, Being Deed No. 3524, for the year 1974.

AND WHEREAS said Sri Lalit Mohan Naskar, Sailen Kumar Naskar, Sunil Kumar Naskar. Sushil Kumar Naskar became the absolute owner of the said land by the way of inheritance of father and by the way of purchase and wild Smt Sarojini Naskar became the absolute owner of the said land by the way of inheritance of her husband and said Shankar Naskar. Bebirani. Naskar and Dipin Bihari Naskar became the absolute owner of the said land by the way of inheritance of their mother and wife and while in peaceful possession they sold, conveyed and transferred 17 Decimals of land in favour of Sri Hiralal Kayal, Sri Shanty Ram Kayal and Sri Shankar Narayan Kaya on 09.01.1976 by a Registered Deed of Sale. Which was registered at Sonarpur Sub Registry Office and recorded therein its Book No 1, Volume No. 1, Page No 246 to 251, Being Deed No. 62, for the year 1976

AND WHEREAS they further sold, conveyed and transferred 17 Decimals of land in favour of Sn Subodh Gopal Kayal, Bri Kanal Lal Kayal and Sri Ratneshwar Kayal

09.01 1976 by a Registered Deed of Bale, which was registered at Sonarpur Sub Registry Office and recorded therein its Book No 1 Volume No. 6, Page No 95 to 100, Being Deed No. 63, for the your 1976.

AND WHEREAS they further sold, conveyed and transferred 5.5 Decimals of land in favour of Sri Hiralal Kayal, Sri Bhanty Ram Kayal and Sri Shankar Narayan Kayal 16.07 1977 by a Registered Deed of Sale, which was registered at Sonarpur Sub Registry Office and recorded therein its Book No 1 Volume No 28, Page No 96 to 99. Being Deed No. 1437) for the year 1977

AND WHEREAS they further sold, conveyed and transferred 5.5 Decimals of land in favour of Sri Subodh Gopal Kayal, Sri Kanai Lal Kayat and Sn Ratneshwar Kaval 16 07 1977 by a Registered Deed of Sale, which was registered at Sonarpur Sub Registry Office. Being Deed No. 1436, for the year 1977.

AND WHEREAS by the way of purchase said Sri Hiralal Kayal, Sri Shanty Rain Kayal, Sri Shankar Narayan Kayal, Sri Subodh Gopal Kayal, Sri Kanai Lal Kayal and Sri Ratneshwar Kayal became the absolute owner of 45 Decimals of land in RS Dng No 37

AND WHEREAS Sri Ramkrishna Naskar and Sridhar Naskar was the original owner of the land of RS. Dag No. 30, under RS. Khatian No. 301 and others land and they recorded their names in Revisional Settlement Record and while in peacefull possession they amicably partitioned the said land and others land and by the way of said amicable Partition said Ramkrishna Naskar became the absolute owner of the said entire 9 decimals of land in RS Dag No. 30 and while in peacefull possession said Ramkrishna Naskar sold, conveyed and transferred the said land in favour of Sri Nani Gopal Mukherjee on 24.04.1963 by a Registered Deed of Sale which was registered at Baruipur Sub Registry Office and recorded therein its Book No. 1, Volume No 69, Pages 29 to 32, being Deed No. 4620, for the year 1963

AND WHEREAS by the purchase said Nani Gopal Mukerjee became the absolute owner of the said land but if any litigation arise in future in respect of the said amicable partition said Sridhar Naskar registered a Nadabi Deed in favour of Nani

Gopal Mukherjee on 08.06.1965 at Baruipur Sub Registry Office and recorded therein its Book No. 1, Volume No 79, Pages 295 to 297, being Deed No. 5851, for the year 1965

AND WHEREAS said Nani Gopal Mukherjee sold 1 decimals of land out of said 9 decimals of land and while he enjoying the rest 8 decimals land in his urgent need of money Nani Gopal Mukherjee sold. conveyed and transferred 2 Cottahs 8 Chittaks of land in favour of Smt. Anima Sarkar on 30.08 1065 by a Registered Deed of Sale, which was registered at Baruipur Registry Office and recorded therein its Book No 1. Volume No. 108, Pages 280 to 284, being Deed No 8909, for the year 1965.

AND WHEREAS by the way of purchase said Smt Anima Sarkar became the absolute owner of the said 2 Cottahs 8 Chittaks land and while in peacefull possession in her urgent need of money she sold conveyed and transferred 1 Cottah 4 Chittaks of land in favour of Sr Subodh Gopal Kayal: Sri Kanai Lal Kayal and Sri Ratneshwar Kayal on 18 08. 1976 by a Registered Deed of Sale, which was registered al Sonarpur Sub Registry Office and recorded therein its Book No 1. Volume No. 46 Pages 25 to 29 Being Deed No. 2801, for the year 1976 and sud Smt Anima Sarkar sold conveyed and transferred rest 1 Coitah 4 Chittaks of land in favour of Sri Hiralal Kayal: Sri Shanty Ram Kayal and Sri Shankar Narayan Kayal on 18.08.1976 by a Registered Deed of Sale, which was registered at Sonarpur Sub Registry Office and recorded therein its Book No 1, Volume No 47, Pages year 1976 to Being Deed No 2802, for the year 1976.

AND WHEREAS one Ramkrishna Naskar was the original owner of land of R.S. Dag No. 43, under RS. Khatian No. 301 and recorded his name in Revisional Settlement Record and while in peacefull possession said Ramkrishna Naskar died leaving behind his son Panchu Gopal Naskaz as his sole, legal heirs and successors.

AND WHEREAS by the way of inheritance of his father said Panchu Gopal Naskar became the absolute owner of the said land and while in peacefull possession he sold, conveyed and transferred the said land in favour of Indo Chemflux Private Limited represented by its Directors Sri Subodh Oupal Kayal, Bei Kara Lal Kayal,

Set Ratneshwar Kayal, Bes Hiraint. Kaval. Sri Shanty Ram Kayal and Sri Shankar Narayan Kayal on 10/10.2001 by a Registered Deed of Sale, which was registered at Sonarpur Sub Registry Office, being Deed No. 7892, for the year 2001.

AND WHEREAS Ramkrishna Naskar and Sridhar Naskar was the original owner of the land of RS. Dag No 44 and recorded their names in Revisional Settlement Record and they mutually demarcated the said land and while in peacefull possession said Sridhar Naskar died leaving behind his two sons namely Anil Naskar, Subal Nasker and three daughters namely Pratima Naskar, Lakshmi Naskar, Ranu Bala Sanfu and wife Sm Astam Naskar us his sele, legal heirs and successors.

AND WHEREAS by the way of inheritance of their father and husband said Anil Naskar, Subal Naskar, Pratima Naskar, Lakshmi Naskar Ranu Bala Sanfui and Smt. Astami Naskar became the absolute owner of the 15 decimals out of 18 decimals of land and while in peacefull possession in their urgent need of money they sold, conveyed and transferred 3 decimals of land in favour of Smt Urmila Bhandari on 02.06. 1977 by a Registered Deed of Bale, which was registered at Sonarpur Sub Registry Office and recorded therein its Book No 1, Volume No. 21, Pages 103 to 106, being Deed No. 1118, for the year 1977.

AND WHEREAS by the way of purchase said Smt. Urmila Bhandari became the absolute owner of the said land and while in peacefull possession said Smt Urmila Bhandari gifted 3 Decimals of land in favour of Sri Kanai Lal Kayal, Sri Ratneshwar Kayal, Sri Shanty Ram Kayal and Sri Shankar Narayan Kayal by a Registered Deed of Gift, which was executed on 13.12.2004 and registered on 29.03.2006 at Sonarpur Sub. Registry Office and recorded therein its Book No. 1. Volume No. 59, Pages 382 to 389, Being Deed No. 2931, for the year 2006.

AND WHEREAS by the way of Gift said Sri Kanal Lal Kayal, Sri Ratneshwar Kayal, Sri Shanty Ram Kayal and Sri Shankar Narayan Kayal became the absolute owner of the 3 Decimals of land and said Anil Naskar Subal Naskar, Pratima Naskar, Lakshmi Naskar and Smit. Astumi Naskar sold, conveyed and transferred 12 Decimals of land in R.B. Dag No. 44 in favour of Sri Mani Mohan Kayal on

02:06:1977 by a Registered Deed of Sale, which was registered at Sonarpur Sub Registry Office and recorded therein its Book No. 1, Volume No. 21, Pages 99 to 102, Being Deed No. 1117, for the year 1977.

AND WHEREAS by the way of purchase said Mani Mohan Kayal me the absolute owner of the said land and while in peacefull ession he gifted the said land in favour of his six sons namely Sri Sodh Gopal Kayal, Sri Kanal Lal Kayal, Sri Ratneshwar Kayal. Sri Hiralal Keyal, Sri Shanty Ram Kayal Sri Shankar Narayan Kayal on 09.01 1984 by a Registered Deed of Gift, which was registered at Sonarpur Sub Registry Office, being Deed No. 72, for the year 1984.

AND WHEREAS said Ranu Bala Sanful became the abslute owner of 3 Decimals of land in RS. Dag No 44 and while in peacefull possession said Ranu Bala Sanfui died leaving behind his three sons namely Sri Bharat Sanful, Sri Biswanath Sanfui, Sri Jagannath Sanful and twe daughters namely Gouri Sanfui and Mira Singha as her sole legal heirs and successors.

AND WHEREAS by the way of inheritence of their mother said Sri Bharat Sanfui and others sold, conveyed and transferred the said land in favour of Indo Industrial Chemicals represented by Subodh Gopal Kayal on 20,08 1980 by a Registered Deed of Sale, which was registered at Sonarpur Sub Registry Office and recorded therein its Book No. 1, Volume No. 56, Pages 241 to 245 Being Deed No. 3940, for the year 1980.

AND WHEREAS by the way of above mentioned recital said Sri Subodh Gopal Kayal, Kanai Lal Kayal, Ratneshwar Kayal, Hiralal Kayal. Shanty Ram Kayal and Shankar Narayan Kayal became the absolute owner of the said land and while in peacefull possession said Shanty Ram Kayal died leaving behind his wife Smt Mita-Kayal and Son Sri Dibyendu Kayal as his sole legal heirs and successors And said Subodh Gopal Kayal died leaving behind his wife Smt. Dasabhuja Kayal, son Sn Himadri Sekhar Kayal and two daughters pameley Smt Raktimas Barai (Kayal), Smt Madhunma Maity (Kayal) as his sole legal heirs and successors.

AND WHEREAS by virtue of purchase and by virtue of Hindu Law of Inheritance the said Hiralal Kayal, Sankar Narayan Kayal, Kanni Lal Kayal and Ratneswar Kayal, Mita Kayal. Dibyendu Kayal, Smt Dasabhujaya Kayal, Himadri Sekhar Kayal Smt. Raktima Barai and Smt Madhurima Maity became absolute joint Owners ALL THOSE pieces and parcels of shall land measuring about 18 cottahs 4 chittack 33 sq.ft. (equivalent to 30.22 satak) more or less, comprised in R.S. Dag No 29, RS Khatian No 132 And danga land measuring about 45 satak more or less comprised in R.S. Dag No.37, R.S Khatian No 510 and shali land measuring about 5 cottah (equivalent to 8 satak) more or less, comprised in R.S. Dag No.30, RS Khatian No 301 and danga land measuring about 18 satak more or less out of 36 satak comprised in R.S. Dag No 44 And danga land measuring about 3 cottah 8 chittack (equivalent to 5.78 satak) more or less, comprised in R.S. Dag No.43, totalling to 107 satak more or less lying and situate at Mouza Sonarpur, Pargana: Medanmalla, within the local limits of Rajpur Sonarpur Municipality, PS Sonarpur, District: South 24 Parganas as morefully and particularly described in the Part-1 of the FIRST SCHEDULE hereunder written, hereinafter referred to as the said property.

LAND II

WHEREAS one Sri Kartick Chandra Naskar was the owner of 27 Decimal land out of 31 Decimal out of 81 Decimals land R.S. Dag No. 40, under R.S. Khatian No. 502, at Mouza Sonarpur, J. L. No. 39, within the limits of Rajpur Sonarpur Municipality, and while in peaceful possession said Kartick Chandra Naskar sold, conveyed and transferred the said 27 Decimals land in favour of Sri Narendra Nath Naskar on 04.02.1953 by a Registered Deed of Sale.

AND WHEREAS by the way of purchase said Sri Narendra Nath Naskar became the absolute owner of the said land and mutated his name in respect of 1/3 rd share in Revisional Settlement Record and while in peaceful possessin in his urgent need of money he sold, conveyed and transferred 27 Decimals of land in favour of Sri Badal Kanti Roy, Sri Swapan Kumar Roy, Smt. Pabitra Roy and Smt. Mira Roy by a registered Deed of Sale, which was executed on 03.10.1977 and registered on 08.10.1977 at Sonarpur Sub Registry Office and recorded therein its Book No 1, Volume No. 31, Pages 25 to 28, being Deed No. 1893, for the year 1977.

AND WHEREAS said Kartick Chandra Naskar was the owner of rest 4 decimals land of R.S. Dag No. 40 and while in peaceful possession said Kartick Chandra

Naskar died leaving behind his four sons namely Lalit Mohan Naskar, Sailen Kumar Naskar, Sunil Kumar Naskar, Sushil Kumar Naskar and wife Sorojini Naskar as his sole legal heirs and successors.

AND WHEREAS said Lalit Mohan Naskar and others became the absolute owner of 4 Decimals of land by the way of inheritance of father and husband and while in peaceful possession said Lalit Mohan Naskar and others sold, conveyed and transferred the said land in favour of Sri Badal Kanti Roy, Sri Swapan Kumar Roy, Smt. Pabitra Roy and Smt. Mira Roy by a registered Deed of Sale, which was registered on 04.08.1978 at Sonarpur Sub Registry Office, being Deed No. 2089, for the year 1978.

AND WHEREAS by the way of above mentioned two Deed of Sale Sri Badal Kanti Roy, Sri Swapan Kumar Roy, Smt. Pabitra Roy and Smt. Mira Roy became the absolute owner of the said land and after survey they constructed road on 14 Chittaks land and divided the entire land into four plots marked with A, B, C & D and duly registered a Deed of Partition on 20.3.1982 which was registered at Sonarpur Sub Registry Office, being Partition Deed No. 1467, for the year 1982,

AND WHEREAS as per the said Deed of Partition Smt. Mira Roy became the absolute owner of 4 Cottahs 7 Chittaks land marked as Plot No. C and delineated by Brown Colour in the annexed Site Plan with said Deed of Partition and also get 3.5 Chittaks land in 1/4th share of 14 Chittaks land of road and while in peaceful possession said Smt. Mira Roy gifted total 4 Cottahs 10.5 Chittaks land in favour of her son Sri Suman Kalyan Roy by a Registered Deed of Gift, which was registered on 10/5/2017 at Sonarpur Sub Registry Office and recorded therein its Book No. 1, Volume No. 1608, Pages 75005 to 75024 Being Deed No. 3645 , for the year 2018.

AND WHEREAS by the way of said Deed of Gift Sri Suman Kalyan Roy, the Owner herein became the absolute owners of the said land and has been peacefully possessing the same by paying rent and taxes to the proper authorities.

LAND III

AND WHEREAS as per the said Deed of Partition Sri Badal Kanti Roy became the absolute owner of 4 Cottahs 7 Chittaks land marked as Plot No. 'D' and delineated by Red Colour in the annexed Site Plan with said Deed of Partition and also get 3.5 Chittaks land in 1/4th share of 14 Chittaks land of road and while in peaceful possession in the view to develop the said property Sri Badal Kanti Roy entered into a Development Agreement with the Developer herein which was registered on 04.02.2019 at Sonarpur Sub Registry Office and recorded therein its Book No. 1, Volume No. 1608-2019, Pages 13531 to 13579, being Deed No. 559, for the year 2019.

AND WHEREAS said Sri Badal Kanti Roy died intestate on 18.06.2020 and leaving behind his wife Smt. Krishna Roy and two daughters namely Smt. Paramita Bardhan and Smt. Lopamudra Roy as his sole legal heirs and successors.

AND WHEREAS they duly mutated their names in LR Settlement Record vide L.R. Khatian Nos. 4161, 4163 & 4162 and has been peacefully possessing the same.

AND WHEREAS the said **Land I, II & III** is morefully reflected in the Schedule A hereunder written and hereafter referred as the Said Land.

- B. (i) The Owners of Land I and the Promoter have entered into a Development Agreement dated 4th April, 2016 registered at the office of the Additional District Sub-Registrar at Sonarpur and recorded in Book No I, Volume No. 1608-2016, Page nos. 80647 to 80719, Being No 160802970 of the year 2016.
- (ii) The Owner of Land II and the Promoter have entered into a Development Agreement dated 31st January, 2019 registered at the office of the Additional District Sub-Registrar at Sonarpur and recorded in Book No I, Volume No. 1608-2019, Page nos. 13580 to 13629, Being No 160800560 of the year 2016.
- (iii) The Owners of Land III and the Promoter have entered into a Development Agreement dated 17th December, 2021 registered at the office of the Additional District Sub-Registrar at Sonarpur and recorded in Book No I, Volume No. 1608-2022, Page nos. 2681 to 2637, Being No 160800021 of the year 2022.

- C. The Said Land is earmarked for the purpose of building a Residential & Commercial Project, comprising multi storied apartment building(s) and the said project shall be known as '**SARVAYONI PARADISE**' ("Project");
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;
- E. The concerned competent authority has granted the commencement certificate to develop the Project vide approval dated _____ Sanctioned Plan no. _____;
- F. The Promoter has obtained the final layout plan approvals for the Project from the concerned competent authority. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata and has been granted registration no. _____.
- H. The Allottee had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, more or less, type _____, on the _____ floor in [tower/block/building] no. _____ ("Building") along with garage/closed parking no. _____ admeasuring 135 square feet, more or less, on the ground floor, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act, hereinafter referred to as the "Apartment" more particularly described in Schedule B and the floor plan of the apartment is annexed hereto and marked in colour _____;
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J. At or before the execution of this Agreement, the Allottee confirm(s) that after having conducted and completed to his/her/their/its complete satisfaction independent due diligence and title verification of the Said Land as also the compliance and/or non-compliance, if any, by the Promoter of all/any applicable law(s) and after having carried out a physical inspection of the Land, and further

after inspecting including but not limited to amongst others, the Specifications morefully mentioned in Schedule D hereunder written, approvals etc. for the Project, and the Allottee having understood and/or having complete and due notice and knowledge of, and after fully satisfying himself/herself/themselves/itself, has/have accepted, without any reservation, each of the aforesaid including the right of the Promoter as stipulated in this Agreement;

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

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

1. TERMS:

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

The Total Price for the Apartment based on the carpet area is Rs. _____ (Rupees _____ only ("**Total Price**")):

Description	Amount in Rupees
Block/Building/Tower no. _____ Apartment no. _____ Type _____	Rs. _____/- (Along with necessary

Floor _____	tax as applicably, under the law in force).
Car Parking No. _____	Rs. _____/- (Along with necessary tax as applicably, under the law in force).

The amounts to be paid by the Allottee towards Extra Charges are enumerated hereunder;

Extra Charges	Amount in Rupees
Transformer Charges & Electricity Charges & Generator Charges NB: the amount to be incurred towards individual electric meter is to be paid directly by the Allottee to the Competent Electric supply corporation.	Rs _____ Per KVA
Legal and Documentation Charges	Rs _____/-
Association Formation Charges	Rs. _____/-
Advance Maintenance Charges	Rs. _____/-
Total Extras Charges	Rs. _____ (Along with necessary tax as applicably, under the law in force).

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the 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 Apartment

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

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

(iv) The Total Price of Apartment includes:

1) Pro rata share in the Common Areas; and

2) _____ garage(s)/closed parking(s) as provided in the Agreement.

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

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

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the

case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act and as approved by the Competent Authority.

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/completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

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

- (i) The Allottee shall have exclusive ownership of the 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 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 fire fighting equipment in the

common areas etc. and includes cost for providing all other facilities as provided within the Project.

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

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

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

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

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

2.MODE OF PAYMENT

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

3.COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

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

for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4.ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5.TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment 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 instalments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

6.CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans annexed herewith 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 Competent 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.

7.POSSESSION OF THE APARTMENT/PLOT

Schedule for possession of the said Apartment: The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of

the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on 31.12.2027, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/she/it/they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. It is clarified herein that all the amounts collected as GST and deposited with the appropriate authorities concerned, shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate/completion certificate from the competent authority shall offer in writing the possession of the Apartment (provided the Allottee is not in breach of any term or condition mentioned herein) to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within _____ days of receiving the occupancy certificate/completion certificate of the Project.

Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities,

undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall however, be liable to pay maintenance charges as applicable from the date of issue of Completion Certificate/occupancy certificate..

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

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

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (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 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 as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and 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, Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project;
- (xiii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

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

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by

completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or

- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

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

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

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

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate/completion certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee

authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11.MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoter or its nominees shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the Apartment. It is being clarified that the promoter shall on completion of the project demarcate and declare the common areas pertaining to the Project.

12.DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her/it/their 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 or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

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

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT: Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment 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 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 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. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17.COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a Apartment 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, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment/at his/her own cost.

18.ADDITIONAL CONSTRUCTIONS

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

19.PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

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

20.APARTMENT OWNERSHIP ACT

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

21. BINDING EFFECT

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

22. ENTIRE AGREEMENT

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

23. RIGHT TO AMEND

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

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE

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

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

26. SEVERABILITY

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

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

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

28. FURTHER ASSURANCES

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

herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION

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

30. NOTICES

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

_____ Name of Allottee

_____ (Allottee Address)

M/s _____ Promoter name

_____ (Promoter Address)

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

31. JOINT ALLOTTEES

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

32.GOVERNING LAW

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

33.DISPUTE RESOLUTION

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

Notwithstanding the statements hereinbefore contained, and subject to the Acts and Rules, the following provisions shall be read in conjunction to the same.

34. NOMINATION

If the allottee prior to execution and registration of Deed of Conveyance wishes, the Allottee is entitled to nominate, assign and/or transfer the Allottee right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

(a) Allottee to Make Due Payments:

The Allottee shall make payment of all dues, including any interest for delay, to the Developers in terms of this Agreement, up to the time of nomination.

(b) The Allottee cannot nominate in favour of any third party before the expiry of a period of 12 (Twelve) months from the date of this Agreement.

(c) Prior Written Permission and Tripartite Agreement:

In respect of any nomination, the Allottee shall obtain prior permission of the Developer and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Developer and the Allottee.

(d) Nomination Fees:

The Allottee shall pay a sum calculated as a percentage of 2% (Two Percent) of the Total Price plus applicable taxes, as and by way of nomination fees to the Developer. It is clarified that inclusion of a new

joint Allottee or change of a joint Allottee shall be treated as a nomination. However nomination fees shall not be payable in case of nomination in favour of parents, spouse or children of the Allottee. The Allottee admits and accepts that he shall not be entitled to nominate or assign his rights under this Agreement save in the manner indicated above.

IN WITNESS WHEREOF parties herein above named have set their respective hands and signed this Agreement for Sale in the presence of attesting witness, signing as such on the day, month and year first above written.

**SIGNED SEALED AND
DELIVERED BY THE WITHIN
NAMED ALLOTTEE IN THE
PRESENCE OF:**

**SIGNED SEALED AND DELIVERED BY
THE WITHIN NAMED PROMOTER IN
THE PRESENCE OF:**

THE SCHEDULE A

ABOVE REFERRED TO:

(Land)

ALL THAT the piece and parcel of land admeasuring an area of 59 Cottahs 7 Chittaks and 43 sq. ft. (more or less), at Mouza- Sonarpur, J.L No - 39, P.S.- Sonarpur, within Ward 13 of Rajpur Sonarpur Municipality, Dist:- South 24 Parganas, as reflected in the tabular representation hereunder written, TOGETHER WITH all easement rights and all other rights appurtenances attached therewith;

RS DAG NO.	RS KHATIAN No.	LR KHATIAN No.	PROJECT LAND AREA
29	132		6 Cottahs 1 Chittaks & 43 sq. ft.
37	510		27 Cottahs 3 chittaks
43	301		3 Cottahs 8 Chittaks
44	301		10 Cottahs 14 Chittaks
30	301		2 Cottahs 8 Chittaks
40	502		4 Cottahs 10.5 Chittaks
40	502	4161, 4163 & 4162	4 Cottahs 10.5 Chittaks

which is butted and bounded as follows;

ON THE NORTH: Land RS & LR Dag No. ____

ON THE SOUTH: _____.

ON THE EAST: Land RS & LR Dag No. ____

ON THE WEST: Land RS & LR Dag No. ____

THE SCHEDULE B ABOVE REFERRED TO:

(SAID APARTMENT)

ALL THAT the said ____ self-contained Residential Flat, admeasuring _____ square feet, more or less Carpet Area _____ square feet, more or less Balcony Area and _____ square feet, more or less Open Terrace Area cumulatively admeasuring an area of _____ square feet, more or less. More fully reflected and attached in the plan attached herewith.

ALL THAT ____ no. Covered/Closed/Garage Parking admeasuring _____ square feet, more or less.

THE SCHEDULE C ABOVE REFERRED TO:

(Payment Plan)

Description	Percentage of Total Price Payable
On Booking	1,00,000/-
On Agreement to Sale	10% of Unit Cost along with necessary taxes (Less Booking)
On Piling of the Said Block	10% of Unit Cost along with necessary taxes
On Ground Floor Roof Casting of the Said Block	10% of Unit Cost along with necessary taxes
On First Floor Roof Casting of the Said Block	10% of Unit Cost along with necessary taxes
On Second Floor Roof Casting of the Said Block	10% of Unit Cost along with necessary taxes
On Third Floor Roof Casting of the Said Block	10% of Unit Cost along with necessary taxes
On Fourth Floor Roof Casting of the Said Block	10% of Unit Cost along with necessary taxes
On Fifth Floor Roof Casting of the Said Block	10% of Unit Cost along with necessary taxes
On Seventh Floor Roof Casting of the Said Block	10% of Unit Cost along with necessary taxes

On Brickwork of the Said Flat	5% of Unit Cost along with necessary taxes
On Flooring of the Said Flat	5% of Unit Cost along with necessary taxes

SCHEDULE D

SPECIFICATIONS

Structure: R.C.C. framed structure

Doorframes: Salwood

Doors: Flush Doors of Century Ply water proof

Main Door: Flush Door of Segun/Bhola/Teak

Windows: Aluminium sliding windows with iron grills Shyam acuate

CP Fitting: Reputed make

Sanitary Ware: Standard Sanitary fittings of reputed make

Plumbing: All Materials of ISI Mark

Electrical Fittings: Copper wire MCB and DB of reputed make

Switches: Modular of reputed make

Kitchen: Granite counter & steel sink with 2" high glaze tiles over the kitchen platform

Toilet: Glazed tiles of 1st quality with border upto 7" height/anti skid flooring

Elevator : Standard of reputed make

Floor: Vitrified tiles of reputed make

Walls: Brick built walls with both inside plaster all inside walls finished with Birla putty or equivalent.

Roof: Ceramic tiles after proper water treatment

Water: 24/7 supply from Municipality

Stairs: Marble/Granite

Lawn/Barandah: White Marble

Car Parking Area: Kota Stone

Power Back Up: Silent Generator