

ANNEXURE 'A'
[See rule 9]

AGREEMENT FOR SALE (UNDER CONSTRUCTION)

THIS AGREEMENT FOR SALE made on this day of Two Thousand and
Twenty-Four

BETWEEN

(1) **Sri Partha Sarathi Das** (having PAN : ADRPD3158L,Aadhaar No.8496 2026 4760) son of Late Rabindranath Das, by faith : Hindu, by Occupation : Business, Nationality : Indian (2) **Smt. Aruna Das** (having PAN : AGTPD1564B,Aadhaar No.4707 6952 5325) wife of Sri Partha Sarathi Das, by faith : Hindu, by Occupation : House-wife, Nationality : Indian (3) **Sri Indranil Das** (having PAN : CJKPD5983J,Aadhaar No.6683 8347 7414) son of Sri Partha Sarathi Das, by faith : Hindu, by Occupation : Student, Nationality : Indian (4) **Sri Asutosh Das** (having PAN : AFYPD1472N,Aadhaar No.5943 3237 0692) son of Late Rabindranath Das, by faith : Hindu, by Occupation : Business, Nationality : Indian (5) **Smt. Swapna Das** (having PAN : AITPD1492J,Aadhaar No.7253 2548 6465) wife of Sri Asutosh Das, by faith : Hindu, by Occupation : House-wife, Nationality : Indian all 1 to 5 residing at 83, Rabindranagar, Laskarpur, P.O. Laskarpur, P.S. Narendrapur, Kolkata – 700153, District South 24 Parganas, (6) **Sri Sanjib Dey** (having PAN : BAVPD4231N,Aadhaar No.3429 8939 0227) son of Late Atul Dey, by faith : Hindu, by Occupation : Business, Nationality : Indian, residing at Rabindranagar, Laskarpur, P.O. Laskarpur, P.S. Narendrapur, Kolkata – 700153, District South 24 Parganas, being represented by/or acting through their Constituted Attorney, **M/S.PARADISE LAND & HOUSING CO**, having its principle place of business at 1D, Milan Park, P.O.Garia,P.S.Patuli,Kolkata-700084, represented by its sole proprietor, **SRI DIPAK KARMAKAR (PAN-AIEPK 9983A,Aadhar No. 2950 7807 3688, Phone-9331039680)** son of Late Gopal Chandra Karmakar, by faith Hindu, by Nationality Indian, by occupation Business, residing at A2/2, Baghajatin Pally, P.O. Regent Estate, P.S. Netaji Nagar, formerly Jadavpur, Kolkata-700092, at present residing at 1/11 A, EKTA HEIGHTS, 56 Raja S.C.Mallick Road, P.O. & P.S. - Jadavpur, Kolkata - 700 032, District South 24-Parganas, by a Development Power of attorney registered in Book No.1, Volume No.1608-2024, Pages from 25237 to 25253, Being No. 01387 for the year 2024, registered at A.D.S.R. Sonarpur ,hereinafter jointly and collectively called and referred to as the **OWNERS/VENDORS**, (which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to mean and include, their heirs, successors, executors, administrators legal representative and assigns) of the **FIRST PART**

AND

M/S. PARADISE LAND & HOUSING CO., having its principle place of business at 1D, Milan Park, P.O. Garia, P.S.Patuli, Kolkata-700084, a proprietorship business of **SRI DIPAK KARMAKAR**, (PAN- AIEPK 9983A, Aadhaar No. 2950 7807 3688, Phone-9831007742), son of Late Gopal Chandra Karmakar, by faith Hindu, Nationality Indian, by occupation Business, residing at A2/2, Baghajatin Pally, P.O. Regent-Estate, P.S. Netaji Nagar, formerly Jadavpur, Kolkata-700092, at present residing at 1/11 A, EKTA HEIGHTS, 56 Raja S.C. Mallick Road, P.O. & P.S. - Jadavpur, Kolkata - 700 032, District South 24-Parganas, hereinafter referred to as the

"**PROMOTER/ DEVELOPER**", (which expression shall, unless excluded by or repugnant to the context or meaning thereof be deemed to mean and include his heirs, successors, representatives, executors and administrators and assigns) of the **SECOND PART**.

AND

Mr....., (PAN :..... Aadhaar No....., Phone No.
son of by Occupation-....., by Religion- Hindu, Nationality- Indian,
Residing at P.O..... P.S....., District -..... Pin -
....., hereinafter referred to as the **ALLOTTEES/PURCHASERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, representatives administrators executors and assigns) of the **THIRD PART**.

The owners, the promoter and the allottees will hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

A. The Owners/Vendors are lawfully seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring more or less 20 Cottahs 12 Chattaks 14 Sq.ft, (the entire land has been converted into Bahutal Abasan), but as per L. R. Records and also Panchayet assessment records land measures more or less **34 decimals along with proposed (G+IV) storied building standing thereon** lying and situated at Mouza-Ramchandrapur, J.L.No.58, Pargana-Magura, R.S. No.196, Touzi No.110 comprising in R.S. Dag Nos. 706, 718 & 709, L.R. Dag No.797, 800 and 806, appertaining to C.S and R.S. Khatian Nos.86, 110 & 174, L.R. Khatian No.1865, 1866, 2241, 3140, 3141 and 3150, Holding No.2077 (formerly 2076), under Bonhooghly Gram Panchayat-1, A.D.S.R.office at Sonarpur, P.S. Narendrapur, District-South 24-Parganas, Kolkata-700103, hereinafter referred to and constituting the SAID PREMISES (as hereinafter defined), more fully described in **SCHEDULE-A** hereunder written.

A. The Title Documents of the Owners as follows:-

PART-I

WHEREAS one Atul Chandra Biswas was the sole and absolute owner of a plot of land measuring 33 Decimals lying and Situated at Mouza-Ramchandrapur, Pargana-Magura, J.L.No58, C.S and R.S. Khatian No. 86, R.S. Dag No.706 and thereafter the said Atul Chandra Biswas died intestate leaving behind his wife Anandamayee Biswas, two sons namely Satya kinkar Biswas and one other and two daughters namely Nirmala Naskar, wife of Jiban Krishna Naskar and Bimala Kayal, wife of Haru Kayal as his legal heirs and successors and claimants. The said One son died in a single state leaving behind him only mother, Anandamayee as his sole legal heir and successors.

AND WHEREAS the said Anandamayee Biswas gifted here entire share of land to her only son, Satya Kinkar Biswas on 23/11/1987 by a registered deed of gift registered at A.D.S.R. Sonarpur, South 24 Parganas, recorded in Book No. I, Volume No.68, Pages- 282 to 288, being No.5201 dated 25.11.1987.

AND WHEREAS the said Nirmala Naskar, gifted her entire share of land to her only brother, Satya Kinkar Biswas on 23/11/1987 by a registered deed of gift registered at Sonarpur A.D.S.R. office recorded in Book No.I, Volume No.68, Pages- 289 to 295 being No.5202 dated 25.11.1987.

AND WHEREAS the said Bimala Kayal gifted her entire share of land to her only brother Satya Kinkar Biswas on 23/11/1987 by a registered deed of gift registered at Sonarpur A.D.S.R. office recorded in Book No. I, Volume No.68, Pages- 296 to 302, being No.5203 dated 25.11.1987.

AND WHEREAS by virtue of claimants subsequently Satya Kinkar Biswas become the sole and absolute owner of the entire plot of land left by his father Atul Chandra Biswas, the land measuring 33 Decimal, lying and situated at Mouza Ramchandrapur, Pargana Magura, J.L.No.58, C.S and R.S. Khatian No.86 and R.S. Dag No.706.

ANDWHEREAS thereafter the said Satya Kinkar Biswas Gifted his entire plot of land lying and situated at Mouza Ramchandrapur, Pargana Magura, J.L.No.58, C.S and R.S. Khatian No.86 and R.S. Dag No.706 to his only son Biswajit Biswas by virtue of a Registered Deed of Gift. The said Deed of Gift was registered in the office of Sub- Registrar at Sonarpur and it was recorded in Book No.I, Volume No. 42, Pagesfrom277 to 281, BeingNo.2798 dated 01.06.1981.

ANDWHEREAS the said Biswajit Biswas being seized and possessed of aforesaid Plot of land divided the said entire plot of land into different plots and thereafter the said Biswajit Biswas sold conveyed and transferred a plot land measuring about 4 Katha 12 Chhatak 14 Sqft being Plot No.14, Mouza-Ramchandrapur, ParganaMagura, J.L.No.58, C.S and R.S. Khatian No.86 and R.S. Dag No.706 to one Sourav Mukhopadhyay and Kaustav Mukhopadhyay through a registered Deed of Sale on 29/06/1994. The said Deed of Sale was registered in the office of Addl. Dist. Sub-Registrar at Sonarpur and it was recorded in Book No.I, VolumeNo.57, Pages from 261 to 266, Being No.3904 for the year 1994.

ANDWHEREAS the said Biswajit Biswas further sold conveyed and transferred a plot of land measuring about 03Cottahs 07 Chattak 43 Sq.ft. being Plot No.15 lying and situated at Mouza Ramchandrapur, Pargana Magura, J.L.No.58, C.S and R.S. Khatian No.86 and R.S. Dag No.706 to one Arijit Mukherjee through a Registered Deed of Sale on 29/06/1994. The said

Deed of Sale was registered in the office of A.D.S.R. at Sonarpur and it was recorded in Book No.I, Volume No.57, Pages 268 to 274, Being No.3905 for the year 1994.

ANDWHEREAS the said Biswajit Biswas further sold conveyed and transferred a plot of land measuring about 03 Cottahs 03 Chattak 19 Sq.ft. being Plot No.16 lying and situated at Mouza Ramchandrapur, Pargana Magura, J.L.No.58, C.S and R.S. Khatian No.86 and R.S. Dag No.706 to one Surojit Mukherjee through a Registered Deed of Sale. The said Deed of Sale was registered in the office of A.D.S.R. at Sonarpur and it was recorded in Book No.I, Volume No.57, Pages 275 to 280, BeingNo.3906 for the year 1994 dated 29.6.1994.

ANDWHEREAS thereafter the said Surojit Mukherjee sold conveyed and transferred a plot of land measuring about 03 Cottahs 03 Chittaks 19 Sq.ft being Plot No.16 lying and situated at Mouza Ramchandrapur, Pargana Magura. J.L.No.58, C.S. and R.S. Khatian No.86 and R.S. Dag No706 to Major Soumen Adhikary through a Registered Deed of Sale. The said Deed of Sale was registered in the office of A.D.S.R at Sonarpur and it was recorded in Book No.I, Volume No. 39, Pages from 269 to 277, Being No.2245 for the year 2003 dated 07.03.2003.

AND WHEREAS thereafter the said Sourav Mukhopadhyay and Kaustav Mukhopadhyay sold conveyed and transferred a plot of land measuring about 04 Cottahs 12 Chattak 14 Sqft being Plot No. 14 lying and situated at Mouza Ramchandrapur, ParganaMagura, J.L.No.58, C.S and R.S. Khatian No.86 and R.S. Dag No.706 to **Partha Sarathi Das**, the Owner/Vendor no.1 through a Registered Deed of Sale. The said Deed of Sale was registered in the office of D.S.R-IV at Alipore and it was recorded in Book No.I, Volume No. 21, Pages 2160 to 2178, Being No.3506 for the year 2004 which was executed on 16.8.2004 and completion on 17/08/2004. After that the said Partha Sarathi Das the Owner/Vendor No.1 got his name mutated at the office of B.L.& L.R.O. vide L.R. Dag No.797 and L.R. Khatian No.1865 and Converted the aforesaid land from Danga to Bahutal Abasan vide Application date-16/08/2018, Conversion is allowed vide approval No.CN/2018/1615/158 dated 05.07.2019.

AND WHEREAS thereafter the said Arijit Mukherjee sold conveyed and transferred a plot of land measuring about 03Cottahs 07 Chittaks 43 Sq.ft. being PlotNo.15, lying and situated at Mouza :Ramchandrapur, Pargana :Magura, J.L.No. 58, C.S and R.S. Khatian No.86 and R.S. Dag No.706 to **Asutosh Das**, the Owner/Vendor No.4 througha Registered Deed of Sale. The said Deed of Sale was registered in the office of D.S.R-IV at Alipore and it was recorded in Book No.I, Volume No. 21, Pages 2135 to 2159 and Being No.3505 for the year 2004 which was executed on 16.8.2004 and completion on 17/08/2004. After that the said Asutosh Das got his name mutated at the office of B.L. & L.R.O. vide L.R. Dag No.797 and L.R. Khatian No.1866 and Converted the aforesaid land from Danga to **Bahutal Abasan** vide Application date-18/04/2019, Conversion has been allowed vide approval No.CN/2019/1615/276 dated 10.06.2019.

AND WHEREAS thereafter the said Major Soumen Adhikary sold conveyed and transferred a plot of land measuring about 03 Cottahs 03 Chittaks 19 Sq.ft. being PlotNo.16, lying and situated at Mouza -Ramchandrapur, Pargana-Magura, J.L.No.58, C.S and R.S. Khatian No.86 and R.S. Dag No.706 to **Sri Partha Sarathi Das**, the Owner/Vendor No.1 through a Registered Deed of Sale. The said Deed of Sale was registered in the office of Sub-Registrar at Sonarpur and it was recorded in Book No.I, C.D.Volume No. 12, Pages from 344 to 355, Being No. 3945 for the year 2010 dated 06.04.2010. After that the said Partha Sarathi Das got his name

mutated at the office of B.L. & L.R.O. vide L.R. Dag No.797 and L.R. Khatian No.1865 and Converted the aforesaid land from Danga to Bahutal Abasan, vide Application date-16/08/2018, Conversion is allowed vide approval No.CN/2018/1615/158 dated 05.07.2019.

ANDWHEREAS by virtue of aforesaid sale deeds, the said SRI PARTHA SARATHI DAS(Owner No.1 herein) and SRI ASUTOSH DAS(Owner No.4 herein) became the absolute separate owners of the land measuring more or less 11 Cottahs 7 Chattaks 31 Sq.ft. being plot Nos. 14,15 16 situated and lying at Mouza-Ramchandrapur, J.L.No.58 comprising in R.S. Dag No.706, L.R. Dag No.797, R.S. Khatian No.86, L.R. Khatian Nos. 1865 & 1866, under Bon Hooghly 1 No. Gram Panchayet, P.S. Narendrapur, District-South 24-Parganas, Kolkata-700103.

PART-II

AND WHEREAS one Krishnapada Sardar, Satish Chandra Sardar, Patitpaban Sardar and Nishikanta Naskar were seized and possessed of or otherwise well and sufficiently entitled to the land measuring 01 acre 49 decimals more or less lying and situated at Mouza-Ramchandrapur, J.L. No.58, comprised in Dag No. 718 appertaining to Khatian No. 174 under P.S. Sonarpur, District 24 Parganas(South) and the said property was recorded in finally published revisional settlement records of rights in the name of the said Krishnapada Sardar, Satish Chandra Sardar Patitpaban Sardar and Nishikanta Naskar each having 4 aanas share i.e. 37.25 decimals of land.

AND WHEREAS for better enjoyment and peaceful possession the said Krishnapada Sardar and others made an unregistered amicable partition between themselves according to a plan made by a surveyor and they seized and possessed of land without any interruption or hindrances from others.

ANDWHEREAS one of the co-sharer of the aforesaid land the said Krishnapada Sardar died intestate leaving his surviving legal heirs and successors as only wife Hasyamoni Sardar since deceased two sons namely Dharendra Nath Sardar and Rabindranath Sardar and four daughters namely Kanchan Gayen, Subala Biswas, Kajal Mondal and Laxmi Naskar to inherit his share of aforesaid land i.e. measuring 37.25 decimals left by him as per the Hindu Succession Act, 1956.

AHDWHEREAS after demise of Krishnapada Sardar, the said Hasyamoni Sardar and six others jointly seized and possessed 1/7th share each to the said land measuring 37.25 decimals by way of inheritance.

ANDWHEREAS the said Hasyamoni Sardar before her death executed and Registered a Deed of Gift in favour of her son Rabindranath Sardar in respect of her 1/7th share i.e. 12 decimal of land at Mouza – Ramchandrapur, J.L. No.58 (the split up of land being : 5 decimals in R.S. Dag No.736 and R.S. Khatian No.154; plus 2 decimals in R.S. Dag No.784, R.S. Khatian No.125; plus 5 decimals at R.S. Dag no.718, R.S. Khatian No.174 of the aforesaid land measuring about 37.25 decimal) and the said deed was registered in the office of A.D.S.R. Sonarpur vide Book No.I, VolumoNo.123, Pages from 224 to 227 and Being No. 5884 for the year1983.

AND WHEREAS Nishikanta Naskar, one of the co-sharer of the said land sold transferred and conveyed his aforesaid share of land measuring 37.25 decimal out of 1 acre 49 decimals unto and in favour of Dharendra Nath Sardar and Rabindra Nath Sardar, both sons of Krishnapada Sardar by a registered Deed of Sale which was duly registered in the office of A.D.S.R. Sonarpur entered in Book No. I, Volume No.19, Pages from 199 to 201 and Being No.1365 for the year 1972.

AND WHEREAS by the way of aforesaid manner, the said legal heirs and successors of the said Krishnapada Sardar were jointly seized and possessed of the total land measuring 74.5 decimals and enjoyed peaceful possession and ownership without any interruption or hindrances from others. Out of this 74.5 decimals of land Rabindranath Sardar owned 5 decimals of land in R.S. Dag No.718 which he got as a Gift from his mother and also owned 37.25 decimals of land jointly with Dhirendranath Sardar, Rabindranath Sardar, Kanchan Gayen, Subala Biswas, Kajal Mandal and Laxmi Naskar owned 32.25 decimals of the said land.

AND WHEREAS with a view to dispose of the said land measuring 74.5 decimals the legal heirs and successors of the said Krishnapada Sardar made a scheme plan dividing the said land into various small plots providing common paths and passages thereto.

AND WHEREAS Dhirendranath Sardar, Rabindranath Sardar, Kanchan Gayen, Subala Biswas, Kajal Mondal and Laxmi Naskar sold a piece and parcel of land measuring 02 Katha 03 Chhatak 33 Sq.ft.out of 74.5 decimals to one Smt Nandita Chowdhury wife of. Sri Subrata Chowdhury by way of a Registered Deed of Conveyance duly registered in the office of A.D.S.R. Sonarpur, vide Book No.1, VolumeNo.35, Pages from 80 to 90, Being No.2136 for the year 1999.

AND WHEREAS Dhirendranath Sardar, Rabindranath Sardar, Kanchan Gayen, Subala Biswas, Kajal Mondal and Laxmi Naskar further sold a piece and parcel of land measuring 02 Cottahs 10 Chhatak 40 Sq.ft out of 74½ decimals to one Sri Subrata Chowdhury son of Late Rabindra Nath Chowdhury by way of a Registered Deed of Conveyance duly registered in the office of .D.S.R. Sonarpur, vide Book No.1,VolumeNo.35, Pages from 151 to 161 and Being No.2142 for the year 1999.

AND WHEREAS Dhirendranath Sardar, Rabindranath Sardar, Kanchan Gayen, Subala Biswas, Kajal Mondal and Laxmi Naskar further sold a piece and parcel of land measuring 02 Cottahs 0 Chhatak 0 Sq.ft out of 74½ decimals to one Sri Debabrata Chowdhury son of Late Rabindra Nath Chowdhury and Swapna Chowdhury, wife of Sri Debabrata Chowdhury by way of a Registered Deed of Conveyance duly registered in the office of A.D.S.R. Sonarpur, vide Book No.1, VolumeNo.35 and Being No.2143 for the year 1999.

ANDWHEREAS the said Smt Nandita Chowdhury sold a piece or parcel of land measuring 02 Cottahs 3 Chittaks 33 Sq.ft. by way of a Registered Deed of Conveyance to **Sri Asutosh Das and Smt Swapna Das**, the **Owner No. 4 and 5** respectively duly registered in the office of D.S.R.IV, Alipore on 26/04/2017 vide Book No.1, Volume No.1604-2017, Pages from 53177 to 53201 and Being No.160401916 for the year 2017. After that the said Sri Asutosh Das and Smt. Swapna Das got their name mutated at the office of B.L. & L.R.O vide L.R. Dag No.806 and L.R. Khatian No.3141 and 1866 and converted the afore said land from Sali to Bahutal Abasan vide Application date-18/04/2019 and Conversion has been allowed vide approval No.CN/2019/1615/273 dated 10.06.2019.

ANDWHEREAS the said Subrata Chowdhury sold a piece and parcel of land measuring 02 Cattah 10 Chhatak 40 sqft by way of Registered Deed of Conveyance to **Smt Aruna Das and Sri Sanjib Dey** the **Owner No.2 and 6** respectively duly registered in the office of D.S.R.IV, Alipore on 26/04/2017 vide Book No.1, Volume No.1604-2017, Pages from 53150 to 53176 and Being No.160401917 for the year 2017. After that the said Smt. Aruna Das and Sri Sanjib Dey got their name mutated at the office of B.L. & L.R.O vide L.R. Dag No.806 and L.R. Khatian No.2241 and 3140 and converted the afore said land from Sali to Bahutal Abasan vide Application date-18/04/2019 and Conversion has been allowed vide approval No. CN/2019/1615/275 dated 10.06.2019. & vide Application date-18/04/2019, Conversion has been allowed vide approval No.CN/2019/1615/272 dated 10.06.2019.

ANDWHEREAS the said Sri Debabrata Chowdhury and Smt Swapna Chowdhury sold a piece and parcel of land measuring 02 Cattah 0 Chhatak 0 sqft by way of Registered Deed of Conveyance to **Smt Aruna Das and Sri Indranil Das**, the **Owner No.2 and 3** respectively duly registered in the office of D.S.R.IV Alipore on 26/04/2017 vide Book No.1, Volume No.1604-2017 Pages from 81557 to 81588 and Being No.160403101 for the year 2017. After that the said Smt. Aruna Das and Sri Indranil Das got their name mutated at the office of B.L. & L.R.O vide L.R. Dag No.806 and L.R. Khatian No.3150 and 2241 and converted the afore said land from Sali to **Bahutal Abasan** vide Application date-18/04/2019 and Conversion has been allowed vide approval No.CN/2019/1615/275 dated 10.06.2019 & vide Application date-18/04/2019 and Conversion has been allowed vide approval No.CN/2019/1615/274 dated 10.06.2019.

ANDWHEREAS by virtue of aforesaid sale deeds, the said SMT. ARUNA DAS(Owner No.2 herein), SRI INDRANIL DAS(Owner No.3 herein), SRI ASUTOSH DAS(Owner No.4 herein), SMT. SWAPNA DAS(Owner No.5 herein) and SRI SANJIB DEY(Owner No.6 herein) became the absolute separate owners of the land measuring more or less 6 Cottahs 14 Chattaks 28 Sq.ft. situated and lying at Mouza-Ramchandrapur, J.L.No.58 comprising in R.S.Dag No.718, L.R.Dag

No.806, R.S.Khatian No.174, L.R.Khatian Nos. 2241,3150, 3141, 1866 & 3140, under Bon Hooghly 1 No. Gram Panchayet, P.S. Narendrapur, District-South 24-Parganas, Kolkata-700103.

PART-III

AND WHEREAS one Panchanan Biswas, son of Ramani Mohan Biswas, seized and possessed of or otherwise well and sufficiently entitled to the land measuring 81 decimal more or less lying and situated at Mouza-Ramchandrapur, Pargana-Magura, J.L. No.58, Re Sa No.196, Touzi No110, C.S. and R.S. Khatian No.110 and R.S. Dag no.709 by way of law of inheritance from, the Late Ramani Mohan Biswas.

AND WHEREAS thereafter the said Panchanan Biswas, son of Ramani Mohan Biswas sold transferred and conveyed a plot of land measuring 4 decimals equivalent to more or less 2 Katha 6 Chhatak 0 Sqft lying and situated at Mouza-Ramchandrapur, Pargana-Magura, J.L. No.58, Re Sa No.196, Touzi No110, C.S.and R.S. Khatian No.110 and R.S. Dag No.709 under A.D.S.R. Sonarpur, P.S. Sonarpur, District South 24 Parganas to one Jiban Roy son of Jitendra Nath Roy through a registered Deed of Sale. The said Deed was registered in the office of A.D.S.R. Sonarpur and it was recorded in Book No.1, Volume No.65, Pages from 101 to 103 and Being No.4407 for the year 1975 dated 27.10.1975. Thereafter the said Jiban Roy mutated his name with the record of B.L. & L.R.O and paid taxes in respect of the aforesaid land to the concerned authority.

AND WHEREAS thereafter the said Jiban Roy son of Jitendra Nath Roy sold transferred and conveyed a plot of land measuring 4 decimls equivalent to more or less 2 katha 6 chhatak 0 sqft lying and situated at Mouza-Ramchandrapur, Pargana-Magura, J.L. No.58, ReSaNo.196, Touzi No.110, C. S.and R. S. Khatian No.110 and R.S. Dag no.709 under A.D.S.R. Sonarpur P.S. Sonarpur District 24 Pargana South to Smt. Aruna Das wife of Sri Partha Sarathi Das the owner No.2 herein through a registered Deed of Sale. The said Sale Deed was registered in the office of A.D.S.R. IV Alipore and it was recorded in Book No.1, C.D.Volume No.21 Pages from 1102 to 1115 and Being No.06010 for the year 2010 dated 4.8.2010. After that the said **Smt. Aruna Das** wife of Sri. Partha Sarathi Das got her name mutated at the office of B.L & L.R.O vide LR Dag no.800 and L.R Khatian No.2241 and converted the aforesaid land from Sali to Bahutal Abasan vide Application date-18/04/2019 and the Conversion has been allowed vide application No.CN/2019/1615/275 dated 10.06.2019.

ANDWHEREAS by virtue of aforesaid sale deed, the said ARUNA DAS (Owner No.2 herein), became the absolute separate owner of the land measuring 4 decimals equivalent to more or less 2 Cottahs 6 Chattaks situated and lying at Mouza-Ramchandrapur, J.L.No.58 comprising in R.S. Dag No.709, L.R. Dag No.800, R.S. Khatian No.110, L.R.Khatian No. 2241, under Bon Hooghly 1 No. Gram Panchayet, P.S. Narendrapur, District-South 24-Parganas, Kolkata-700103.

ANDWHEREAS thus the Owners became the absolute separate owners of the converted Bahutal Aabasan land measuring more or less 34 decimal equivalents to more or less 20 Cottahs 12 Chataks 14 sq.ft. situated and lying at Mouza-Ramchandrapur, J.L.No.58 comprising in R.S. Dag No.706, 709 & 718, L.R. Dag No.797, 800 & 806, R.S.Khatian No.86, 110 & 174, L.R.Khatian Nos.1865,2241,1866,3140,3141 & 3150 under Bon Hooghly 1 No. Gram Panchayet, P.S. Narendrapur, District-South 24-Parganas, Kolkata-700103.

ANDWHEREAS subsequently Sri. Partha Sarathi Das, Aruna Das, Indranil Das, Asutosh Das, Swapna Das and Sanjib Dey mutually amalgamated their aforesaid respective land through a declaration which was duly Notarised dated 8.1.2018 and thereafter submitted the same before the Bonhooghly-1 Gram Panchayat. The Bonhooghly-1 Gram Panchayat allowed the said declaration and mutated the aforesaid different plots of land into one plot of land measuring about 20 Katha 12 Chhatak 14 Sqft under Holding No.2076, (The Bonhooghly-1 Gram Panchayet, Receipt No.4072 dated 19.1.2018)

AND WHEREAS thus the said Owners became the absolute separate owners of the converted Bahutal Abasan land measuring more or less 34 decimal equivalent to more or less 20 Cottahs 12 Chataks 14 sq.ft. (the split up of the land being :- 7 Cottahs 15 Chattaks 33 sq.ft. of land of R.S.Dag no.706, L.R.Dag No.797, R.S.Khatian No.86, L.R.Khatian No.1865 plus 3 Cottahs 7 Chattaks 43 sq.ft. of land of R.S.Dag No.706, L.R.Dag No.797, R.S.Khatian No.86, L.R.Khatian No.1866 plus 2 Cottahs 6 Chattaks of R.S.Dag No.709, L.R.Dag No.800, R.S.Khatian No.110, L.R.Khatian No.2241 plus 1 Cottah 1 Chattak 39 sq.ft. of R.S.Dag No.718, L.R.Dag No.806, R.S.Khatian No.174, L.R.Khatian No.3141 plus 1 Cottah 1 Chattak 39 sq.ft. of R.S.Dag No.718, L.R.Dag No.806, R.S.Khatian No.174, L.R.Khatian No.1866 plus 1 Cottah 5 Chattaks 20 sq.ft. of R.S.Dag No.718, L.R.Dag No.806, R.S.Khatian No.174, L.R.Khatian No.3140 plus 1 Cottah of R.S.Dag No.718, L.R.Dag No.806, R.S.Khatian No.174, L.R.Khatian No.3150 plus 2 Cottah 5 Chattaks 20 sq.ft. of R.S.Dag No.718, L.R.Dag No.806, R.S.Khatian No.174, L.R.Khatian No.2241) situated and lying at Mouza-Ramchandrapur, J.L.No.58, Pargana-Mugura, A.D.S.R. office at Sonarpur, P.S. Narendrapur (previously at Sonarpur), R.S.No.196, Touzi No.110, comprising in R.S.Dag No.706, 709 & 718, L.R.Dag No.797, 800 & 806, R.S.Khatian No.86, 110 & 174, L.R.Khatian Nos.1865,2241,1866, 3140, 3141 & 3150, Holding No.2076 at present 2077 under Bon Hooghly 1 No. Gram Panchayet, P.S. Narendrapur, District-South 24-Parganas, Kolkata-700103 (hereinafter referred to and constituting the SAID PROPERTY and/or as the "SAID ENTIRE PROPERTY" as hereinafter defined) more fully described in the **Schedule-A** hereunder written and also shown in the map or plan annexed hereto by RED border line.

AND WHEREAS after purchasing and amalgamating the said properties in one Holding, the owners constructed boundary walls in respect of Holding No.2077 at their cost and they have been enjoying their purchased and amalgamated land without any interruption and hindrance.

AND WHEREAS there after the said owner entered into an agreement with M/S. Almour Construction having PAN-ABJFA2812L, a registered Partnership Firm, having its place of business at Russa Road (East), 2nd Lane, presently known as Chinmoy Chattopadhyay Sarani, 2nd Lane, First Floor, P.O. Tollygunge, P.S. Charumarket, Kolkata 700033, on 13-06-2018 for development of its property under specific terms and conditions and registered at D.S.R.-IV, Alipore office and recorded in Book No.I, Volume No.1604-2018,` Pages 105802 to 105866, being No.3720 for the year 2018 and also executed a Development Power of attorney in favour of the Developer therein on 20-06-2018 for development of its property under specific terms and conditions and registered at D.S.R-IV, Alipore and recorded in Book No.I, Volume No.1604-2018 Pages 112692 to 112737, being No.3909 for the year 2018.

AND WHEREAS due to some unavoidable circumstances the said M/S. Almour Construction could not perform its liabilities and obligations during the tenure of the said agreement and the said development agreement was terminated and cancelled by both the land owner and the M/S. Almour Construction on 21.02.2024 by virtue of a deed of Termination and Cancellation which was registered in A.D.S.R. Sonarpur on 21.02.2024 entered in Book No. I, Volume no.1608-2024 Pages from 25679 to 25696, Being No. 1351 for the year 2024 and also revoked the Develop Power of attorney on 21/02/2024 which was registered in A.D.S.R. Sonarpur on 21.02.2024 entered in Book No. IV, Volume no.1608-2024 Pages from 846 to 858 Being No.0076 for the year 2024

AND WHEREAS the said Owners/Vendors, herein for deriving optimum benefit and returns from their land entered into a joint venture agreement with M/S. PARADISE LAND & HOUSING CO. a proprietorship business of Dipak Karmakar, (Promoter/Developer herein) regarding their said Premises fully described in the **Schedule-A** hereunder on 20.02.2024 registered at A.D.S.R. Sonarpur and recorded in Book No. I, Volume No.1608-2024, Pages from 25195 to 25236, Being No.01358 of 2024 and also executed a Development Power of attorney in favour of Promoter/Developer herein on 21.02.2024, registered at A.D.S.R. Sonarpur and recorded in Book No. I, Volume No.1608-2024 Pages from 25237 to 25253, Being No.01383 for the year 2024.

AND WHEREAS as per Development Agreement and also Development Power of attorney, the said Promotor/Developer herein on behalf of the Owners obtained an approved building plan

of the Said Premises fully described in the **Schedule-A** hereunder written from Zilla Parisad, South 24-Pargannas through Bon Hooghly-1 No. Gram Panchayet vide **sanctioned building Plan No. 937/1067/KMDA for construction of (G+IV) storied building for residential purposes.**

AND WHEREAS the said Promoter has registered the Project under the provision of the Act with the West Bengal Real Estate Regulatory Authority at Calcutta Greens Commercial Complex, 1st floor, 1050/2, Survey Park, Kolkata-75 on under **Registration No.**

AND WHEREAS In pursuance of the provisions contained in the Development Agreement the Developer has been vested the power to nominate purchaser or purchasers to acquire different parts or portions out of the entire building together with equivalent portion of the common areas and facilities appurtenant thereto in the Developer's allocation (excepting the allocated portion of the owners) along with the power to enter into necessary agreements with such nominee/purchaser in concurrence with the Owners.

AND WHEREAS the said developer and the owners of the land offered to the purchaser herein to sale a flat identified by **flat no. on the floor, side** of the building (in approved building plan the flat is marked as) measuring carpet area of the flat Sft and area of Balcony measuring Sft i.e. total carpet area measuring more or less Sft covered area measuring Sft, and the area upon which maintenance charges will be calculated is sft super-built-up area and a Car Park of an area 135 sft known and numbered as (to be shared with Car Park No.....) of the building Block- of "Paradise Peony", constructed on the said property, more fully described in the **Schedule-A** hereunder written and the Purchaser/s herein accept the offer and agreed to purchase the said flat no. on the floor and a Car Park of an area 135 sft known and numbered as to be shared with Car Park No. at a price or consideration of **Rs. (Rupees only)**, free from all encumbrances.

AND WHEREAS the Purchaser/s, the Third party herein, has/have gone through the title deeds and inspected the building plan and other relevant papers and documents and being fully satisfied to the title of the property, building plan and clear marketability of the property and measurement of their allocated areas including their respective rights and interest to deal with their respective allocated areas and further that the said premises is freed and discharged of all encumbrances, liens, lispensens, charges and attachments and the Purchaser hath agreed to purchase and acquire and the Developer hath in concurrence with the owners/vendors agreed to sell and transfer **ALL THAT Flat/Unit No....., on the Floor side** of the building Block-

..... **‘Paradise Peony’** measuring carpet area of the flat.....Sft and area of Balcony measuring Sft, i.e. total Carpet area measuring more or less sq.ft. covered area measuring Sft, and the area upon which maintenance charges will be calculated is sft super-built-up area and a Car Park of an area 135 sft known and numbered as (to be shared with Car Park No..... of the building Block-..... of “Paradise Peony”, on the said premises, more fully and particularly described and mentioned in the **SCHEDULE-B** hereunder written (hereinafter referred to as the **‘SAID FLAT’**) **TOGETHER WITH** the undivided proportionate share or interest in the land attributable to the said flat or Unit and together also with common parts and facilities appertaining thereto more fully and particularly described and mentioned in **SCHEDULE-D** hereunder written as fully completed unit/flat in good and decent condition at or for the total consideration of **Rs..... (Rupees only)**.

B. Unless, in these presents, there be something contrary or repugnant to the subject or context, the terms/expressions mentioned in singular number shall include in plural number and/or mentioned in masculine gender shall include in feminine gender and vice versa.

C. The Said Land is earmarked for the purpose of building a residential project comprising a multistoried apartment building and the said project shall be known as **“Paradise Peony”**.

D. The Promoter is fully competent to enter into this Agreement and all the legal formalities in respect of the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed and to be completed.

E. The Promoter has obtained approved building plan being approval no. 937/1067/KMDA of the project consisting of G+4 storied buildings from the appropriate authority of Zilla Parisad, South 24-Parganas through Bon Hooghly 1 No. Gram Panchayet and the Zilla Parisad has granted the commencement certificate to develop the project.

F. The Promoter has obtained all necessary statutory approvals required and all relevant plans including the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be from Zilla Parisad, South 24-Parganas through Bon Hooghly 1 No. Gram Panchayet. The Promoter agreed and undertake that it shall not make any changes to these approved 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 provision of the provision of the Act with the West Bengal Real Estate Regulatory Authority at Calcutta Greens Commercial Complex, 1st floor, 1050/2, Survey Park, Kolkata-75 on under **Registration No.**

H. The Allottee/s has/have applied for an apartment in the Project and has been allotted apartment No..... **having carpet area measuring sqft, varanda area measuring sqft, i.e. total Carpet area measuring more or less sq.ft. Covered area measuring sqft, (area on which maintenance charges will be calculated is sqft Super-built-up area), on the floor,**

Side of the building Block-..... in approved building plan it is marked as ‘.....’ and a car park of an area 135 sft known and numbered as on the Ground Floor (to be shared with Car-park space no.....) as permissible under the applicable law and of pro rata share in the common areas (“common Areas”) as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the “Apartment” more particularly described in **Schedule-B** hereunder written and the floor plan or the Apartment is annexed hereto and marked in **RED** border line).

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. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the Project.

K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment/unit and the parking space as specified in **Para-H** herein above.

M. The Allottee has examined and got themselves fully satisfied about the title of the Owners to their respective premises and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.

The Allottee has also seen and inspected the Development Agreements and fully understood the contents purport scope and meaning thereof and the rights and powers of the Promoter thereunder, including as regards sale of the said Unit, and agrees and covenants not to raise any objection with regard thereto.

The Allottee has fully understood the scheme of development of the Housing Complex herein envisaged and are fully aware of the fact that the Promoter intends to undertake development to form a single Housing Complex and that all the Common Areas and Installations shall be for common use of all the allottees/unit-holders of the entire Housing Complex and that all allottees/unit-holders shall have the limited right of common use and enjoyment thereof subject to compliance of the rules and regulations applicable thereto and payment of common expenses pertaining thereto without having any share/ ownership therein.

NOW THEREFORE, in consideration of the mutual representation, covenants, assurances, promises and agreement contained herein and other good and valuable consideration, the parties agree as follows :

1. TERMS :

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Apartment as specified in **Para-H**.

1.2 The total Price for the Apartment/Flat based on carpet area is **Rs..... (Rupees only)**. **Apartment No..... on the floor, side of the building Block-..... in approved building plan the flat is marked as ‘.....’, Carpet Area measuring sqft, varanda area measuring sqft, Total Carpet area measuring more or less sq.ft. Covered area measuring sqft and (the area on which maintenance charges will be calculated is sqft super built-up area) and the price of the car park is Rs..... (Rupees only) of an area 135 sft on the ground floor, known and numbered as to be shared with car-park no.....). The total price of the Apartment including Car-park becoming **Rs..... (Rupees only) (“Total Price”)**.**

Extra Charges :-

- 1) Legal Charges – Rs.....
- 2) Fixed Miscellaneous for Registration – Rs.....
- 3) Maintenance deposit @10/- per sqft of the area upon which maintenance charges will be calculated.

The Allottee/Purchaser shall pay all the above extra charges to the Developer, within 15 days of notice of possession or at the time of handing over the possession, whichever is earlier.

Explanation :

- i) The total price above includes the booking amount paid by the Allottee to the Promoter.
- ii) The total price above excludes Taxes by way of GST which are presently levied in connection with the construction of the project.
- iii) The Allottees/Purchaser shall pay all the taxes consisting of tax by way of GST and Cess or any other similar taxes which are presently levied, in connection with the construction of the Project payable by the Allottees/Purchaser by whatever name called up to the date of the handing over the possession of the Apartment to the Allottees/Purchasers and the Project to the association of Allottees or the competent authority, as the case may be.

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/reduced based on such change/modification;

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee/s unless the increase is attributable to any act or omission of the Allottee/s.

iv) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in the Schedule of Process of Payment hereunder written and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein.

v) The Total Price of Apartment includes recovery of price of land, construction of, not only the Apartment but also the common areas, internal development charges, taxes, cost of providing electric wiring, electric connectivity to the Apartment, lift, water line and plumbing, finishing with POP, tiles, doors, windows, fire detection and firefighting equipment in the common areas and also includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project.

vi) **TDS** : If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee/s to the concerned authority within the time period stipulated under law and the Allottee will provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under this agreement and the amount thereof shall be treated as outstanding.

vii) That in addition to the Total Price and extra charges as aforesaid, the Allottee shall, before the Date of Possession/Date of Commencement of Liability or the date of demand by the Promoter, whichever be earlier, also pay the following amounts:

a) The Allottee shall be required to pay, on demand, to the Promoter or to the Concerned Authorities, as may be so decided by the Promoter, the applicable stamp fees and registration fees on execution and registration of this agreement and of the sale deed and other documents to be executed and/or registered in pursuance hereof **and** also all statutory charges payable therefor including the charges of the copywriter for copying of such documents and expenses incidental to registration.

b) The Allottee is aware that stamp duty on this agreement is payable on ad-valorem basis on the market value of the said Unit and the Allottee is bound to register this agreement, failure to do so will be construed as default on part of the Allottee.

c) The Allottee shall pay any taxes, duties, levy etc., by whatever name called, that may hereafter be imposed/made applicable by the government/ authorities, including Goods and Services Tax.

d) The Allottee shall pay the proportionate costs and charges for formation and/or registration of

Association plus GST as applicable as and when formed.

e) Proportionate share of costs, charges and expenses in respect of additional fire safety measures if required to be undertaken due to any subsequent legislation/government order or directives or guidelines or if deemed necessary by the Promoter beyond the present provision of providing electric wiring in each apartment and firefighting equipment in the common areas only as prescribed in the existing firefighting code/regulations, is payable by the Allottee on ad-valorem basis of area of the flat.

1.3 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/s, which shall only be applicable on subsequent payments.

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the authority, which shall include the extension of registration, if any, granted to the said project by the authority as per the Act, the same shall not be charges from the Allottee.

1.4. The Allottee(s) shall make the payment as per the payment plan set out in **Schedule-C**, the Process of Payment.

1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ 5% per annum for the period by which the respective instalment has been proposed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to any Allottee by the Promoter.

1.6. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule-E** (which shall be in conformity with the advertisement, prospectus etc. non the basis on which sale is effected) in respect of the apartment, plot or building, as the case may be, without the prior written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may make such minor additions or alteration as may be required by the Allottee, or such minor changes or alterations as per provisions of the Act.

1.7. The Promoter shall confirm to the final carpet area that has been allotted to the Allottee/s after the construction of the Building is completed 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

reduction in the carpet area then the promoter shall refund the excess money paid by the Allottee/s within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee/s as per the next milestone of the Payment Plan as provided in **Schedule-C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this agreement.

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

- (i) The Allottee/s shall have exclusive ownership of the Apartment.
- (ii) The Allottee/s shall also have undivided proportionate share in the Common Areas, Since the share interest of Allottee in the common Areas is undivided and can't be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff, Promoter and all persons permitted by the promoter etc. etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall handover the common areas to the association of Allottee after duly obtaining the completion certificate from the competent authority as provided in the Act. It is clarified that the right of the Allottee(s) to use the common facilities and amenities shall always be subject to the payment of the maintenance charges and other applicable charges from time to time.
- (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, electrical connectivity to the apartment, lift, water line and plumbing, finishing with POP, marble, tiles, doors, windows, fire detection and firefighting equipment in the common areas and also includes cost for providing all others facilities, amenities and specifications to be provided within the Apartment and the Project.
- (iv) The Allottee/s has/have the right to visit the project site to assess the extent of development of the project and his Apartment, as the case may be, with prior written intimation and appointment and subject to the safety conditions in force at the said premises.

1.9. It is made clear by the Promoter and the Allottee agrees that the Apartment along with parking rights, if any, Balcony/Varandah/Open Terrace etc. 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/s. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee/s of the Project.

1.10. The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee/s, which it has collected from the Allottee, for the payment of outgoings

(including land cost, ground rent, Panchayet 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 Allottee/s or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee/s, 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 there for by such authority or person.

1.11. The Allottee/s has/have paid a sum of **Rs..... (Rupees only) as booking money** and as well as an agreement money and that amount being part payment towards the Total Price of the Apartment the receipt whereof the Promoter hereby acknowledge and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as mentioned in **Schedule-C**, as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee/s delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rule, but if the delay continues for a period beyond 2(two) months from the date of receipt of the demand notice for payment, then the Promoter reserves the right to resigned or cancel this agreement.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee/s shall Make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment plan through **A/c. Payee cheque/demand draft/bankers cheque on online payment as applicable in favour of 'Paradise Land and Housing Co' payable at Kolkata.**

3. COMPLIANCE OF LAWS RELATING TO REMITTANCE:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made 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 fulfil 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/s 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 may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee/s 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/s 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/s 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/s only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him under any head of dues against lawful outstanding of the Allottee/s against the Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her/their payments in any manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the authority and towards handing over the Apartment to the Allottee/s and the common areas to the association of Allottee/s or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee/s has/have seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [more fully described in the Schedule hereunder] 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, amenities and facilities, 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 West Bengal Panchayet/Zilla Parisad Building Bye-Laws 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 material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT:

7.1. **Schedule for possession of the said Apartment** – The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee/s and the common areas to the association of Allottee or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place **on or before** **unless there** is delay or failure due to war, flood, draught, fire cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (“Force Majeure”). If, the completion of the project is delayed due to the Force Majeure conditions then the Allottee/s 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/s agree and confirm 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 Allottee/s within 45 days from that date. The Promoter shall intimate the Allottee/s about such termination at least 30 days prior to such termination. After refund of the money paid by the Allottee/s, the Allottee/s agrees that he/she/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.

7.2. **Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue occupancy certificate or within 15 days from the date of receipt of demand notice/intimation, whichever is earlier. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formations, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Association of Allottee, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the Apartment/Plot, as the case may be, to the Allottee/s at the time of conveyance of the same.

7.3. **Failure of Allottee/s to take Possession of Apartment** – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee/s shall take possession of the Apartment from the Promoter by executing necessary identities, 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 in pars 7.2, such Allottee/s shall continue to be liable to pay maintenance charges as specified in para 7.2.

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

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

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

Further provided that where the Allottee/s proposes to cancel/withdraw from the project without any fault of the promoter, the purchaser shall also be liable to pay all fees charges and expenses incurred to get the cancellation agreement registered.

7.6. **Compensation** – The Promoter shall compensate the Allottee/s in case of any loss caused to him due to defective title of the land, on which the project is being developed, in the manner as provided under the Act and the claim for interest and compensation under this provision 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 within the date specified in para 7.1. or (ii) due to discontinuation 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 Allottee, 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 prescribed in the Rules including compensation in the manner as provided under the Act within forty five days of it become due.

Provided that if the Allottee does not intended to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the promoter to the Allottee within forty-five days of it becoming due.

8. (A) REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/OWNER :

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

(i) The Promoter has absolute, clear and marketable title in respect of 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 or Authority with respect to the said Land, Project or the Apartment.
- (v) All approvals, licenses and permits issued by the competent authorities in 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 and 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 contemplates 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 Allottee or the competent authority, as the case may be.
- (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 Government 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 and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottee or competent authority, as the case may be.
- (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.

8. (B) REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE :

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

1. **THAT** the Allottee shall have no right, title or interest of any nature whatsoever on the land and on the construction by virtue of this agreement, such right will accrue only upon payment of total consideration including other charges and after registration of the said flat and car park space.
2. **THAT** the Allottee shall have no right to claim any partition and or separation of the land where on the building is erected as well as the building containing the flat and car park agreed to be purchased by this agreement and the interest in the land shall always remain undivided, indivisible and proportionate in terms of this agreement.
3. **THAT** the Allottee hereby irrevocably agrees specific condition that he/she shall not any time claim any right of pre-emption in respect of sale of any other flats or garage or any car-parking spaces and/or sale of any undivided proportionate impartible variable share in the land directly underneath the flats against any other purchase/purchases in the same building or other part of the land.
4. **THAT** the Allottee and other owners/occupiers of the said building shall form a society, association or company for maintaining the said building and the common areas of the said building and to be a member of Apartment owners' Association, society or company and shall abide by all laws, rules and regulations of such society or association and pay proportionately the necessary taxes revenue and maintenance charges of the said building and common parts thereof and shall observe and perform all rules and buy-laws of such association or society.
5. **THAT** no maintenance charges will be charged over the unsold flat or unit/apartment of the promoter for maintaining the said building and the common areas of the building by the Association, Society or any nominated agency.
6. **THAT** the Apartment Owners Association, as formed under the owners/occupiers of the building Block-1/Phase-1, shall by itself or through its nominated agency, maintain the common areas and facilities of the complex and the allottee shall pay at the rate the Association charged upon other flat owners/occupiers on the area on which maintenance charges will be calculated towards maintenance cost of the common areas and facilities serving 'Nirmala Breeze'.
7. **THAT** the Allottee shall have to deposit a sum of Rs.10/- per sqft of the area of the unit on which maintenance charges will be calculated towards Maintenance Corpus Deposit (Sinking Fund), before registration of the conveyance deed of the flat. The Developer will transfer the said Maintenance Corpus Deposit, only to the Apartment Owners Association, after it is formed, without interest. The Maintenance Corpus Deposit collected from each purchaser will remain credited to the account of such purchaser in the records of M/S Paradise Land & Housing Co and subsequently to the said Apartment Owners Association.
8. **THAT** the Deed of Conveyance of the flat shall be executed and registered in favour of the Allottee subject to clearance of the entire consideration along with other dues, charges and

deposit etc. receivable by M/S Paradise Land & Housing Co. and the possession of the flat/unit will be given to the Allottee only upon payment of all the amount due and fulfilment of all the terms and conditions in this agreement. The Allottee shall be given prior intimation of the date of registration and possession. The Deed of Conveyance will be drafted by M/S. Paradise Land and Housing Co in such form and containing such particulars as may be required. No request for changes, whatsoever in any of the conveyance deed will be entertained, the Allottee shall accept all such documents without any demur. The Allottee shall be wholly and exclusively required to pay stamp duty, registration charges, taxes and other cess or charges as may be levied by the Government from time to time for Registration of Deed of Transfer of immovable property. The Allottee shall pay M/S Paradise Land & Housing Co. the documentation charges as given in the schedule hereunder written and until possession and registration of the said unit be delivered to the Allottee, the developer/owner shall exclusively be entitled to use and possess the said unit and/or the premises and the building and every part thereof and after receiving possession in respect of the said flat the Allottee shall not be entitled to raise any question about the quality of materials and construction works and workmanship and any liability arise thereafter.

9. **THAT** after registration of the conveyance deed the Allottee/s shall have to apply for mutation of the said flat in his/her/their name/s to Bon Hooghly 1 No.Gram Panchayet and till the said flat is not separately assessed the Allottee/s shall have to deposit Panchayet taxes proportionately in respect of the said flat and car park space to the Developer. The Allottee shall have to apply to the authority, individually for electricity meter in his/her/their flat. The Allottee shall have to pay the applicable security deposit and other charges for the same to the authority.

10. **THAT** the Allottee agrees that no transfer alienation of interest of any nature will be permitted however upon full and final payment of dues, charges and upon payment of a transfer fee of 2% of the total price of the flat and parking space nomination/transfer of flat and car park space will be permitted.

11. **THAT** in addition to the said consideration mentioned hereinbefore the Allottee shall also pay to the Developer :-

a) Proportionate increase in consideration for the construction due to imposition of any Government Taxes, Levies and/or obstruction by the Allottee in delivery of possession of the said flat/unit.

b) Charges for providing any work in or relating to the said flat at the request of the Allottee and for providing any necessary facility or utility in the said flat, common portion and/or premises in excess of those which has already been done, provided that if the work of provision be for the Allottee in common with some or all the other co-owners, the Allottee and such co-owner shall share the charges therefore proportionately and the Allottee shall be liable to pay proportionate share of said charges and all betterment fees and if any other taxes and levies charges or to be

charged by the Government or Municipality relating to the building or any part thereof proportionately and the said flat wholly.

12. **THAT** save and except the said particular residential flat of the said building do hereby agreed to acquire by the Allottee, the Allottee shall have no claim or right of any nature or kind over or in respect of all open spaces, basements, parking places, in lobbies, staircases, terraces, roof, outside walls and other portion of the premises constructed except the right of use in common of all the common portions of the premises and the building with all other flats owners.

13. **THAT** the Allottee do hereby declare, confirm and assure the developer/owners that :-

a) If it is found that the developer, for any reason, obtained partial completion of the entire project and handed over that partially completed project to the Allottee, then at the time to completing the construction of incomplete portion some constructional hazard will arise and the Allottee agree to cooperate with the developer for peaceful execution and completion of the construction and other works of the complex in all respect.

b) Allottee shall not do any act, deed or thing whereby the Developer shall be prevented from construction and completion of the incomplete portion of the building and shall not to cause any interference or hindrance in the construction of the said building.

c) Allottee shall not do any deed or things whereby the Developer may be prevented from selling, assigning and/or disposing of any portion of the said building.

d) The developer shall not be prevented from making any additional construction and notwithstanding any temporary disruption in Allottee's enjoyment of the said flat with or without car-park.

e) Allottee shall have no objection, claim or demand in any manner or raise in future, if any car parking space except the car park space no be converted into the use of commercial and/or residential use and enjoyment and vice versa and be sold to any other person or persons, other than flat owners, in the form or nature of car parking space, two/Four wheeler space, commercial space or residential purposes by the developer and/or the car parking space/spaces be covered by walls to use the said spaces for any other purposes by the developer provided however the said act of use shall not cause any blockage of the common areas, common passages of the building and shall not use the said spaces in such manner or commit any such act as to cause nuisance or annoyances to the other flat owners.

f) Allottee shall allow the developer with or without workmen to enter into and to use entrances, lobbies, staircases, lifts, stair-lobbies, electricity, pump rooms, machine rooms, water tank, water reservoir, generator room whatsoever comprised in and required for constructional purposes and shall pay the expenses and charges incurred for his use.

g) That as a matter of necessity, the ownership and enjoyment of the said Unit by the Allottee shall be consistent with the rights and interest of all the Allottees and in using and enjoying the

said Unit and the Common Areas and Installations, the Allottee covenants with the developer which is annexed herewith along with this Agreement.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1. 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 in para 7.1 of this agreement or fails to complete the project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the 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.
- (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, the rules or regulations made there under.

9.2. 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 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 prescribed 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 prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the promoter to the Allottee within forty-five days of it becoming due.

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

- (i) In case the Allottee fails to make payments for two 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 prescribed in the Rules;

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2(two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per para-1.2 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 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee.

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT:

The Promoter shall be responsible to maintain common areas and facilities and to provide essential services in the Project by itself or through its nominated agency, for a maximum period of one year starting from the date of obtaining completion plan and certificate of the project and/or handing over the possession to the Allottee whichever is earlier. For this period of one year of maintenance, the purchaser is required to pay charges on the area on which maintenance charges will be calculated towards maintenance cost of the common areas and facilities serving if necessary. Such payments are non-refundable and will be made before possession is given. No account of the maintenance will be given by the Developer, M/S Paradise Land & Housing Co., as surplus/deficit arising on account of maintenance during the period of one year shall be on account of M/S. Paradise Land & Housing Co. After the completion of the one year of maintenance of the common areas the onus/responsibility of maintenance shall be handed over by the Developer to the Apartment Owners Association formed by the flat owners of the complex which shall thereafter be responsible for maintenance of the common areas and facilities of the complex. In the event of such body as aforesaid, not having been constituted by then, the responsibility of common area maintenance shall be handed over by the Developer to an interim body to be formed from amongst the resident flat owners or to a group of flat owners who would take over the possession and control of the common areas and facilities on behalf of themselves and also on behalf of other purchasers of flats. Even if the said interim body is also not formed, then the Developer reserves the right to terminate his maintenance service.

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 1 (one) years by the Allottee from the date of handing over possession, it shall be the duty of Promoter to rectify such defects without further charges, within 30 (thirty) days, and in the event of Promoter's failure or rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of Allottee shall have rights of unrestricted access of all common Areas, garage/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottee 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.

14. USAGE :

Use of Service Areas : The service areas, if any, as located within the complex, shall be earmarked for purposes such as parking spaces including but not limited to transformer, DG set, underground water tank, Pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottee formed by the Allottee for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT :

15.1. Subject to para 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, lift, 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.

15.2. 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 façade of the Building or anywhere on the exterior of the Project, buildings thereon or Common Areas.

The Allottee 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.

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

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES :

The Parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. 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, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority/authorities and disclosed, except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREAT A CHARGE :

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

19. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT) :

The Promoter has assured the Allottee that the project in its entirety is in accordance with the provision of the Apartment Ownership Act.

20. 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 A.D.S.R. Sonarpur, 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 A.D.S.R. Sonarpur 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 disposed by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. 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, as the case may be.

22. RIGHT TO AMEND :

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEE :

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 Allottee of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE :

24.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Schedule -C] 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 Allottee.

24.2. 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.

25. 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.

6. 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 in proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartment in the Project.

27. FURTHER ASSURANCE :

Both Parties agrees that they shall execute, acknowledge and deliver to the other such instruments and take such other actions in addition to the instruments and actions specifically provided for herein, as may 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.

28. PLACE OF EXECUTION :

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in 15 days 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 Addl. District Sub-Registrar at Garia. Hence this Agreement shall be deemed to have been executed at Garia, Kolkata.

29. NOTICE :

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 address specified below:

Name of Allottee ./s:

Address :

Promoter : **PARADISE LAND AND HOUSING CO**

Address : 1D Milan Park, P.O.Garia, P.S.Patuli, Kolkata-700084

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.

30. JOINT ALLOTTEES :

That in case there are Joint Allottees all communications shall be sent by the Promoter to this Allottees 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 Allotees.

31. SAVINGS

Any application letter, allotment Letter, agreement, or any other documents signed by the Allottee in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such Apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the Rules or the requisitions made thereunder.

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 act and the Rules and Regulations made thereunder including other 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 settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and conciliation Act, 1996.

34. The Allottee shall pay to the Promoter, within 15 days from date of receipt of notice, such amounts as demanded by the Promoter for payment of any instalment and/or other charges or expenses and/or deposits as mentioned in Schedule-C hereinafter.

35. In the event of any default on the part of Allottee in making payment of the consideration amount or any part thereof or any instalment or any other amount as demanded, to the Promoter, then in such case the Allottee shall be liable to pay interest as provided in the Act **PROVIDED HOWEVER** if such default shall continue for a period of 2(two) months from date of any instalment or amount becoming due and not paid by the Allottee to the Promoter, then in that event and without prejudice to other rights the Promoter shall be entitled to resigned or cancel this agreement and in that event the Promoter shall forfeit the booking amount and refund the balance to the Allottee within 45 days of such cancellation.

36. The Allottee shall bear and pay all amounts on account of Stamp Duty, Registration Fees and other incidental expenses and charges for registration of Conveyance Deed of the said apartment.

37. That From the date of possession of the Apartment or 2 (two) months from the date of issue of the demand letter, asking the allottee to take possession of the apartment, the allottee shall bear and pay all Panchayet Taxes and rates for the said apartment and common areas. And also on and from such date until formation of the Association of all Apartment Owners the allottee shall bear and pay to the Promoter monthly maintenance charges, within 7 (seven) days from the date of the bill, for the maintenance and management of the complex, at such rates to be decided by the Promoter.

SCHEDULE-A ABOVE REFERRED TO

(Description of the Entire Premises)

ALL THAT piece and parcel of converted Bahutalabasanland measuring more or less 20 Cottahs 12 Chattaks 14 Sq.ft but as per L. R. Records and also Panchayet assessment records land measures more or less **34 decimals along with proposed (G+IV) storied building standing thereon** lying and situated at Mouza-Ramchandrapur,Pargana-Magura,J,L.No.58, comprising in R.S. Dag No.706, 709 & 718, L.R. Dag No.797, 800 and 806 , appartaining to C.S and R.S. Khatian No.86, 110 & 174, L.R. Khatian No.1865, 1866, 2241, 3140, 3141 and 3150, Holding No.2077 (previously it was 2076), under Bonhooghly Gram Panchayat-1, A.D.S.R.office at Sonarpur, P.S. Narendrapur, District-South 24-Parganas, Kolkata-700103 which shown in the map or plan annexed hereto by

Butted and bounded as follows:-

ON THE NORTH :- Land of Samir Roy and Prabhat Nandi

ON THE SOUTH:-16' wide common road and land of Ashok biswas

ON THE EAST :- Land of Amiya Raj

ON THE WEST :- Land of Basudev Nandi

SCHEDULE-B ABOVE REFERRED TO

(Description of the SAID FLAT and CAR PARK transferred by this deed)

ALL THAT the Flat or Unit No..... on the.....floor,..... side of the building namely 'Paradise Peony', Block-..... having carpet area of the flat..... Sft and area of Balcony measuring Sft , i.e total Carpert area measuring more or lessSq.ft. covered area measuring Sft, and the area upon which maintenance charges will be calculated is..... sft super-built-up area of the building Block-..... consisting of Two Bed Rooms, one Drawing/Dining Room, one Kitchen, two toilets, and a Veranda and a Car-Park space known and numbered as to be shared with car-park no. of an area 135 sft on the Ground Floor along with impartible undivided proportionate share of land and premises as described in the **Schedule-A** herein above stated along with common rights of the common parts and common facilities as described in the **Schedule-D** herein below and common expenses as described in the **Schedule-E** herein below of the said buildings known as "Paradise Peony" at Holding No.2077, under Bon Hooghly 1 No. Gram Panchayet, P.O. & P.S. Narendrapur, Kolkata-700103 **OR HOWSOEVER OTHERWISE** and more particularly delineated in the map or plan annexed hereto by **RED** border. The said map or plan is part and parcel of this document.

THE SCHEDULE-C ABOVE REFERRED TO

(Process of Payment)

Total Price of the Flat and the car park space : **Rs..... (Rupees only)** which is excluding of Taxes by way of GST which are presently levied in connection with the construction of the project.

Total consideration of the said Flat and Car-Park	Rs.
On execution of this agreement	10%
On Completion of Foundation of the concerned Block	10%
On Completion of Gr. Floor slab Casting of the concerned Block	10%
On Completion of 1 st Floor slab Casting of the concerned Block	10%
On Completion of 2 nd Floor slab Casting of the concerned Block	10%
On Completion of 3 rd Floor slab Casting of the concerned Block	10%
On Completion of 4 th Floor slab Casting of the concerned Block	10%

On Completion of Roof Casting of the concerned Block	10%
On Brickwork of the concerned Unit	10%
On Flooring of the concerned unit	5%
On Possession of the Unit (within 15days of notice of possession)	5%

Other Charges :-

- Legal/Documentation charges - Rs. /-
- Fixed Miscellaneous Charges for Registration – Rs /-

Deposits:- (On possession)

- Individual WBSEB electricity meter charges to be paid directly by the Allottee

Cancellation :

Before Agreement : Rs.

- After Agreement : 10% of total value of flat
- Nomination : 2% of total value of flat.

Note:-

Cheque will be payable in the name of “Paradise Land & Housing Co.”

SCHEDULE-D ABOVE REFERRED TO
(Common parts and facilities of the complex)

1. Common path, passage, entrance lobby on the ground floor excepting car parking space and main structures to the building.
2. Common boundary wall and main gate together with land appurtenant to the building within the boundary walls.
3. The foundation, columns, girders, beams, support main walls, corridors, lobbies, stair, stair-ways, landings, lift with its accessories, iron removal plant, STP, firefighting system, C. C. Camera, community hall, stair room on the roof, ultimate roof, guards rooms and toilets, meter rooms and facilities on the ground floor.
4. Concealed electrical wiring, fittings and fixtures for lighting in the staircase, landing, common passages and other common areas in the building.
5. Drains and sewers from the building to Municipal drain.
6. Water pump and meter together with the space required therefore, over-head water tank, underground water reservoirs and distribution pipes from the tank to different units.

7. Water and sewerage evacuation pipes from the unit to drains.
8. The roof along with parapet walls of the building for installation of antenna, wiring and for all other common purposes. It is clarified that the common portions shall include the open space, which is kept reserved in the said land surrounding the building.
9. Generator and all other amenities which is for common use of all the flat owners.

SCHEDULE-E ABOVE REFERRED TO

(Common expenses)

1. The expenses for maintenance, operating pump, white washing, cleaning, lightning the main entrance, passages, landing, stair cases and other part of the common portion and outer walls. The Purchaser shall pay maintenance cost of the common areas and facilities of the complex 'Nirmala Breeze' as to be charged by the flat owner's association for maintaining the same.
2. The maintenance corpus deposit as paid by the purchaser to the developer to be refunded on formation of the apartment owners association of the complex, the said amount without any interest, will be transferred to the account of the Apartment Owners Association for credit in the names of the Purchaser.
3. The salaries and other expenses of all persons employed for common purposes.
4. The cost of working and maintenance, renewal of license of lift fire generator and other services and such other expenses as are deemed to be necessary by the flat owner's association and incidental expenses for the maintenance and up keeping of the said building.
5. Cost of replacement of equipment/facilities and expenses and deposits for supplies of common facilities.
6. Proportionate portion of principal and other taxes levies and outgoings of the common areas save those separately assessed or incurred in respect of any unit.

All other expenses/outgoings, which may deem to be necessary or incidental for the common purposes.

SCHEDULE-F ABOVE REFERRED TO

(Common rights, easements and quasi-easement privileges and appurtenances shall be enjoyed jointly with other owners)

1. The purchaser shall be entitled to all rights, privileges vertical and lateral easement, quasi-easement, appendages whatsoever belonging or enjoyed or reputed or known as part and parcel thereof or appertaining thereto.
2. The right of access is common with the Owners and other occupiers of the said building at all times for all normal business with the use and enjoyment of the staircase and electrical installations etc.

3. The right of way is common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said flat with or without vehicles over and along with driving ways and path ways comprised with the said building provided always and it is hereby declared that nothing herein contained will permit the purchaser or any person deriving the title under the purchaser or the servants, agents, employees and invitees of the purchaser to obstruct in any way by vehicle, deposit of materials, rubbish or otherwise the free passage or other person or persons including the owner entitled to such way as aforesaid along such driveways and path-ways.
4. The rights of protection of the said flat from all parts of the building so far they now protect the same.
5. The purchaser shall be entitled to all rights privileges whatsoever belonging to use and enjoying of all facilities and amenities provided by the developer within the said premises of housing complex e.g. open space within the premises, intercom, cctv facilities, gymnasium, iron removal plant, common roof top, STP, community hall, association room, fire-fighting system etc.
6. The right with or without workman and necessary materials for the Purchaser to enter from time to time upon the other common parts of the said building and premises for the purpose of repairing so far as may be necessary for the pipes, drains, wires and conduits aforesaid and for the purpose of re-building or repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving 8 hours previous notice in writing of its intention so to enter into the owners and/or other persons' property entitled to the same.

SCHEDULE-G ABOVE REFERRED TO

(Particulars and Specifications for construction and installations)

Superstructure	RCC framed structure
Wall	AAC Block masonry
<i>Floor</i>	
<ul style="list-style-type: none"> • Living-cum-dining • Bedroom/Study • Bathroom • Kitchen and Balcony • Parking area and passage 	<ul style="list-style-type: none"> • Vitrified tiles • Vitrified tiles • Anti-skid ceramic tiles • Vitrified tiles • Paver tiles
<i>Interior Wall</i>	Putty finish
<i>External walls</i>	Water proof cement base paint over a coat of primer

<p><i>Kitchen</i></p> <ul style="list-style-type: none"> • Counter • Dado • Sink 	<ul style="list-style-type: none"> • Marble cooking shelf • Ceramic glazed tiles up to 3 ft. height over cooking shelf • Stainless steel sink
<p><i>Toilet</i></p> <ul style="list-style-type: none"> • Dado • WC • Wash Basin • Fittings 	<ul style="list-style-type: none"> • Ceramic glazed tiles up to 6 ft. height • European type white commode with pvc lowdown cistern and seat cover • White porcelain basin • ISI marked High end Chromium plated fittings
<p><i>Door</i></p> <ul style="list-style-type: none"> • Frame • Shutter <p><i>Main door</i></p> <ul style="list-style-type: none"> • Frame • Shutter <p><i>Toilet door</i></p> <ul style="list-style-type: none"> • Frame • Shutter 	<ul style="list-style-type: none"> • Wooden frame • Solid Flush Door • Wooden frame • 35 mm Solid Flush Door • P.V.C. frame • P.V.C. shutter
<p><i>Windows</i></p> <p><i>Toilet windows</i></p>	<ul style="list-style-type: none"> • Anodized Aluminum channel window with glass • Aluminum louver
<p><i>Water Tank</i></p>	<ul style="list-style-type: none"> • As per design
<p>Electricals</p>	<ul style="list-style-type: none"> • Concealed copper wiring of any ISI marked fire proof wiring with PVC conduit. • Modular switches of any ISI marked switch • Cable TV points (in living room) • Intercome points (in living room) • AC connection in one bed room

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

**Signed sealed and delivered
at Kolkata in presence of :-**

1.

(Dipak Karmakar)
(Signature of the Vendors)

2.

(Signature of the Promoter/Developer)

(Signature of the Purchaser/s)

MEMO OF CONSIDERATION

RECEIVED from within-named Purchaser/s the within-mentioned sum of **Rs. /- (Rupees**
only) on account of full and final settlement price or Consideration
money of the flat and car-park, by several cheques of different denomination drawn in favour of
the PROMOTER/DEVELOPER.

WITNESSES :-

1.

2.

(Signature of the Promoter/Developer)

Prepared and Drafted by me

(TARUN KANTI CHAKRABARTI)

Advocate(F.No.853/95)

Baruipur Civil Court.

Kolkata-700144,

Typed by me :