

**AGREEMENT FOR SALE**

This AGREEMENT FOR SALE ("Agreement") executed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,

**By and Between**

**1. MRS. PRAMILA JANA [PAN NO. AOEPJ9132Q] [AADHAR NO. 9280 5263 1793]**, wife of Mr. Goutam Jana, by Faith- Hindu, by Occupation- Housewife, by Nationality- Indian and residing at Dashadrone, Manik Tala Khelar Math, P.O.- Rajarhat-Gopalpur, P.S.- Baguiati, Kolkata- 700136, in the District of North-24 Parganas, West Bengal, **2. MR. PARTHA JANA [PAN NO. AMWPJ4537B] [AADHAR NO. 4593 7272 7705]**, son of Mr. Goutam Jana, by Faith- Hindu, by Occupation- Business, by Nationality- Indian and residing at Dashadrone, Manik Tala Khelar Math, P.O.- Rajarhat-Gopalpur, P.S.- Baguiati, Kolkata- 700136, in the District of North-24 Parganas, West Bengal, **3. MRS. MOUSUMI CHAKRABORTY [PAN NO. AJOPC0937B] [AADHAR NO. 8355 4579 9996]**, daughter of Mr. Goutam Jana and wife of Mr. Ashim Chakraborty, by Faith- Hindu, by Occupation- Housewife, by Nationality- Indian and residing at 30A, Nabanagar, P.O.+P.S.- Jadavpur, Kolkata- 700032, **4. MR. PRAITOSH GAIN [PAN NO. AHUPG3938Q] [AADHAR NO. 3146 2268 9131]**, son of Late Manindranath Gain, by Faith- Hindu, by Occupation- Business, by Nationality- Indian and residing at BA- 14/2, Deshbandhunagar, Baguiati, P.O.- Deshbandhunagar, P.S.- Baguiati, Kolkata- 700059, in the District of North-24 Parganas, West Bengal, **5. MRS. TANUJA JANA [PAN NO. AOEPJ96133R] [AADHAAR NO. 3643 5088 1412]**, Wife of Mr. Uttam Jana, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at Dashadrone, Manik Tala Khelar Math, P.O.- Rajarhat Gopalpur, P.S. Baguiati, Pin- 700136, District- North 24 Parganas, West Bengal, **6. MR. UTTAM JANA [PAN NO. ANOPJ2679P] [AADHAAR NO. 4779 8020 7585]**, Son of Late Nandalal Jana and Late Purnima Jana, by faith- Hindu, by Nationality- Indian, by occupation-

Retired, residing at Dashadrone, Manik Tala Khelar Math, P.O.- Rajarhat Gopalpur, P.S. Baguiati, Pin- 700136, District- North 24 Parganas, West Bengal. **7. MRS. RIYA MAITY [PAN NO. CVGPM6662P] [AADHAAR NO. 4855 7425 4533]**, Daughter of Mr. Uttam Jana and Wife of Mr. Debasis Maity, by faith- Hindu, by Nationality- Indian, by occupation- Housewife, residing at Dashadrone, Manik Tala Khelar Math, P.O.- Rajarhat Gopalpur, P.S. Baguiati, Pin- 700136, District- North 24 Parganas, West Bengal. **8. MS. RITUPARNA JANA [PAN NO. BCIPJ0191C] [AADHAAR NO. 5024 8032 5920]**, Daughter of Mr. Uttam Jana, by faith- Hindu, by Nationality- Indian, by occupation- Service, residing at Dashadrone, Manik Tala Khelar Math, P.O.- Rajarhat Gopalpur, P.S. Baguiati, Pin- 700136, District- North 24 Parganas, West Bengal, **9. “NIRMAN REALTY” [PAN NO. AAFTN7500R]**, a partnership firm having registered office located at AB-421, Suchetana Apartment, Flat No. G/A, Ground Floor, Samarpally, Krishnapur, P.O.- Krishnapur, P.S.- Baguiati, Kolkata- 700102, in the District of North 24 Parganas with the provisions to change or shift the same to more convenient and better place or places or to open such other branch office/offices, City office/offices, as may be thought expedient within the territory of India, represented by its Partners namely **(a) MR. BIKASH MONDAL [PAN NO. AIJPM7198J] [AADHAR NO. 8875 8893 2256]**, son of Sri. Sarat Kumar Mondal, by Faith- Hindu, by Occupation- Business, by Nationality- Indian and residing at BJ-402, Salt Lake City, Sector-II, P.O.- Sech Bhaban, P.S.- Bidhannagar East, Kolkata- 700091, in the District of North-24 Parganas, West Bengal, **(b) MRS. SATHI MONDAL [PAN NO. AYJPM5732G] [AADHAAR NO. 6531 9467 2851]**, wife of Sri. Bikash Mondal, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at BJ-402, Salt Lake City, Sector-II, P.O.- Sech Bhaban, P.S.- Bidhannagar East, Kolkata- 700091, in the District of North-24 Parganas, West Bengal. **(c) MR. SARAT KUMAR MONDAL [PAN NO. AENPM2492P] [AADHAR NO. 8622 9101 1539]**, son of Late Abinash Chandra Mondal, by Faith- Hindu, by Occupation- Business, by Nationality- Indian and residing at Krishnapur,

Purbapara, P.O.- Krishnapur, P.S.- Baguiati, Kolkata- 700102, in the District of North-24 Parganas, West Bengal, **(d) M/s. SOMENATH NIRMAN PRIVATE LIMITED [PAN NO. AATCS4119C]** a company duly incorporated under the relevant provisions of the Companies Act, 1956, having its registered office at Krishnapur, Purbapara, P.O.- Krishnapur, P.S.- Baguiati, Kolkata- 700102, represented by its director namely **MR. BIKASH MONDAL [PAN NO. AIJPM7198J] [AADHAR NO. 8875 8893 2256]**, son of Sri. Sarat Kumar Mondal, by Faith- Hindu, by Occupation- Business, by Nationality- Indian and residing at BJ-402, Salt Lake City, Sector-II, P.O.- Sech Bhaban, P.S.- Bidhannagar East, Kolkata- 700091, in the District of North-24 Parganas, West Bengal, **(e) KEDARNATH NIRMAN PRIVATE LIMITED [PAN NO. AAFCK2477H]** a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at Krishnapur, Purbapara, P.O.- Krishnapur, P.S.- Baguiati, Kolkata- 700102, represented by its director namely **MRS. SATHI MONDAL [PAN NO. AYJPM5732G] [AADHAAR NO. 6531 9467 2851]**, wife of Sri. Bikash Mondal, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at BJ-402, Salt Lake City, Sector-II, P.O.- Sech Bhaban, P.S.- Bidhannagar East, Kolkata- 700091, in the District of North-24 Parganas, West Bengal, **(f) CHANDRA SEKHAR NIRMAN PRIVATE LIMITED, [PAN NO. AAFCC3453R]**, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at Krishnapur, Purbapara, P.O.- Krishnapur, P.S.- Baguiati, Kolkata- 700102, represented by its director namely **MR. SARAT KUMAR MONDAL [PAN NO. AENPM2492P] [AADHAR NO. 8622 9101 1539]**, son of Late Abinash Chandra Mondal, by Faith- Hindu, by Occupation- Business, by Nationality- Indian and residing at Krishnapur, Purbapara, P.O.- Krishnapur, P.S.- Baguiati, Kolkata- 700102, hereinafter jointly referred to and collectively called as **‘VENDORS/OWNERS’** (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include their successor, successors-in-interest and assigns) of the **FIRST PART**.

The VENDORS/OWNERS Nos. 1 to 8 are represented by their **Constituted Attorney- 1. “NIRMAN REALTY” [PAN NO. AAFTN7500R]**, a partnership firm having registered office located at AB-421, Suchetana Apartment, Flat No. G/A, Ground Floor, Samarpally, Krishnapur, P.O.- Krishnapur, P.S.- Baguiati, Kolkata- 700102, in the District of North 24 Parganas with the provisions to change or shift the same to more convenient and better place or places or to open such other branch office/offices, City office/offices, as may be thought expedient within the territory of India, represented by its Partners namely **(a) MR. BIKASH MONDAL [PAN NO. AIJPM7198J] [AADHAR NO. 8875 8893 2256]**, son of Sri. Sarat Kumar Mondal, by Faith- Hindu, by Occupation- Business, by Nationality- Indian and residing at BJ-402, Salt Lake City, Sector-II, P.O.- Sech Bhaban, P.S.- Bidhannagar East, Kolkata- 700091, in the District of North-24 Parganas, West Bengal, **(b) MRS. SATHI MONDAL [PAN NO. AYJPM5732G] [AADHAAR NO. 6531 9467 2851]**, wife of Sri. Bikash Mondal, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at BJ-402, Salt Lake City, Sector-II, P.O.- Sech Bhaban, P.S.- Bidhannagar East, Kolkata- 700091, in the District of North-24 Parganas, West Bengal. **(c) MR. SARAT KUMAR MONDAL [PAN NO. AENPM2492P] [AADHAR NO. 8622 9101 1539]**, son of Late Abinash Chandra Mondal, by Faith- Hindu, by Occupation- Business, by Nationality- Indian and residing at Krishnapur, Purbapara, P.O.- Kishnapur, P.S.- Baguiati, Kolkata- 700102, in the District of North-24 Parganas, West Bengal, **(d) M/s. SOMENATH NIRMAN PRIVATE LIMITED [PAN NO. AATCS4119C]** a company duly incorporated under the relevant provisions of the Companies Act, 1956, having its registered office at Krishnapur, Purbapara, P.O.- Kishnapur, P.S.- Baguiati, Kolkata- 700102, represented by its director namely **MR. BIKASH MONDAL [PAN NO. AIJPM7198J] [AADHAR NO. 8875 8893 2256]**, son of Sri. Sarat Kumar Mondal, by Faith- Hindu, by Occupation- Business, by Nationality- Indian and residing at BJ-402, Salt Lake City, Sector-II, P.O.- Sech Bhaban, P.S.- Bidhannagar East,

Kolkata- 700091, in the District of North-24 Parganas, West Bengal, **(e) KEDARNATH NIRMAN PRIVATE LIMITED** [PAN NO. AAFCK2477H] a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at Krishnapur, Purbapara, P.O.- Kishnapur, P.S.- Baguiati, Kolkata- 700102, represented by its director namely **MRS. SATHI MONDAL** [PAN NO. AYJPM5732G] [AADHAAR NO. 6531 9467 2851], wife of Sri. Bikash Mondal, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at BJ-402, Salt Lake City, Sector-II, P.O.- Sech Bhaban, P.S.- Bidhannagar East, Kolkata- 700091, in the District of North-24 Parganas, West Bengal and **(f) CHANDRA SEKHAR NIRMAN PRIVATE LIMITED, [PAN NO. AAFCC3453R]**, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at Krishnapur, Purbapara, P.O.- Kishnapur, P.S.- Baguiati, Kolkata- 700102, represented by its director namely **MR. SARAT KUMAR MONDAL [PAN NO. AENPM2492P] [AADHAR NO. 8622 9101 1539]**, son of Late Abinash Chandra Mondal, by Faith- Hindu, by Occupation- Business, by Nationality- Indian and residing at Krishnapur, Purbapara, P.O.- Kishnapur, P.S.- Baguiati, Kolkata- 700102, in the District of North-24 Parganas, West Bengal, the Owners Nos. 1 to 3 by virtue of Development Power of Attorney after registered Development Agreement dated 23<sup>rd</sup> day of May, 2022, which was duly registered in the office of the Additional Registrar of Assurances-II, Kolkata, and recorded in Book No. I, Volume No. 1902-2022, from pages 229805 to 229841, being No. 190205562 for the year 2022, the Owner Nos. 4, by virtue of Development Power of Attorney after registered Development Agreement dated 23<sup>rd</sup> day of May, 2022, which was duly registered in the office of the Additional Registrar of Assurances-II, Kolkata, and recorded in Book No. I, Volume No. 1902-2022, from pages 229842 to 229873, being No. 190205563 for the year 2022 and the Owners Nos. 5 to 8 by virtue of Development Power of Attorney after registered Development Agreement dated 29<sup>th</sup> day of June, 2022, which was duly registered in the office of the Additional Registrar of Assurances-II, Kolkata, and recorded in Book No. I,

Volume No. 1902-2022, from pages 278547 to 278566, being No. 190207235 for the year 2022.

**AND**

**“NIRMAN REALTY” [PAN NO. AAFTN7500R]**, a partnership firm having registered office located at AB-421, Suchetana Apartment, Flat No. G/A, Ground Floor, Samarpally, Krishnapur, P.O.- Krishnapur, P.S.- Baguiati, Kolkata- 700102, in the District of North 24 Parganas with the provisions to change or shift the same to more convenient and better place or places or to open such other branch office/offices, City office/offices, as may be thought expedient within the territory of India, represented by its Partners namely **(a) MR. BIKASH MONDAL [PAN NO. AIJPM7198J] [AADHAR NO. 8875 8893 2256]**, son of Sri. Sarat Kumar Mondal, by Faith- Hindu, by Occupation- Business, by Nationality- Indian and residing at BJ-402, Salt Lake City, Sector-II, P.O.- Sech Bhaban, P.S.- Bidhannagar East, Kolkata- 700091, in the District of North-24 Parganas, West Bengal, **(b) MRS. SATHI MONDAL [PAN NO. AYJPM5732G] [AADHAAR NO. 6531 9467 2851]**, wife of Sri. Bikash Mondal, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at BJ-402, Salt Lake City, Sector-II, P.O.- Sech Bhaban, P.S.- Bidhannagar East, Kolkata- 700091, in the District of North-24 Parganas, West Bengal. **(c) MR. SARAT KUMAR MONDAL [PAN NO. AENPM2492P] [AADHAR NO. 8622 9101 1539]**, son of Late Abinash Chandra Mondal, by Faith- Hindu, by Occupation- Business, by Nationality- Indian and residing at Krishnapur, Purbapara, P.O.- Kishnapur, P.S.- Baguiati, Kolkata- 700102, in the District of North-24 Parganas, West Bengal, **(d) M/s. SOMENATH NIRMAN PRIVATE LIMITED [PAN NO. AATCS4119C]** a company duly incorporated under the relevant provisions of the Companies Act, 1956, having its registered office at Krishnapur, Purbapara, P.O.- Kishnapur, P.S.- Baguiati, Kolkata- 700102, represented by its director namely **MR. BIKASH MONDAL [PAN NO. AIJPM7198J] [AADHAR NO. 8875 8893 2256]**, son of Sri. Sarat Kumar Mondal, by

Faith- Hindu, by Occupation- Business, by Nationality- Indian and residing at BJ-402, Salt Lake City, Sector-II, P.O.- Sech Bhaban, P.S.- Bidhannagar East, Kolkata- 700091, in the District of North-24 Parganas, West Bengal, **(e) KEDARNATH NIRMAN PRIVATE LIMITED** [PAN NO. AAFCK2477H] a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at Krishnapur, Purbapara, P.O.- Kishnapur, P.S.- Baguiati, Kolkata- 700102, represented by its director namely **MRS. SATHI MONDAL** [PAN NO. AYJPM5732G] [AADHAAR NO. 6531 9467 2851], wife of Sri. Bikash Mondal, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at BJ-402, Salt Lake City, Sector-II, P.O.- Sech Bhaban, P.S.- Bidhannagar East, Kolkata- 700091, in the District of North-24 Parganas, West Bengal and **(f) CHANDRA SEKHAR NIRMAN PRIVATE LIMITED, [PAN NO. AAFCC3453R]**, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at Krishnapur, Purbapara, P.O.- Kishnapur, P.S.- Baguiati, Kolkata- 700102, represented by its director namely **MR. SARAT KUMAR MONDAL** [PAN NO. AENPM2492P] [AADHAR NO. 8622 9101 1539], son of Late Abinash Chandra Mondal, by Faith- Hindu, by Occupation- Business, by Nationality- Indian and residing at Krishnapur, Purbapara, P.O.- Kishnapur, P.S.- Baguiati, Kolkata- 700102, in the District of North-24 Parganas, West Bengal, hereinafter called and referred to as **'THE PROMOTER/DEVELOPER'** (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successor-or-successors in office, administrators, legal representatives and assigns) of the **SECOND PART**.

**AND**

[If the Allottee is a company]

\_\_\_\_\_, (CIN no. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the

case may be ], having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

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

[OR]

[If the Allottee is an Individual]

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

[OR]

[ If the Allottee is a HUF]

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

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

The Promoter and allottee shall hereinafter collectively by referred to as the  
 “parties” and individually as a “Party”.

**WHEREAS:**

A. The above mentioned Owners Nos. 1 to 12 are the joint owners and are jointly seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land admeasuring **40 (Forty) Cottahs 5(Five) Chittacks and 19(Nineteen) Square Feet**, (BASTU Land Measuring 38Kata - 08 Chittacks – 18 Sq.ft. & Doba land Measuring 1Kata 13 Chittacks – 1 Sq. Ft.) a little more or less, lying and situate under Mouza- Dashdrone, J.L. No. 04, R. S. No. 150, Touzi No. 2998, comprised under R.S. & L.R. Dag Nos. 214, 217, 218 & 2224, under L.R. Khatian Nos. 1117, 1118, 1126, 3708, 3712, 3715, 3716, 3728 & 3730 respectively, P.S. Baguiati (Formerly Rajarhat), in the District- North 24 Parganas, under Ward No. 5, within the limit of the Bidhannagar Municipal Corporation, Kolkata - 700136, West Bengal, (more fully and particularly mentioned, described, explained, enumerated, provided and

given in the **SCHEDULE A (PART-I)** hereunder written and/or given and hereinafter referred to as the **PREMISES**).

B. The Owners and the Promoter herein have entered into several development agreements which are as follows:

- i. Development Agreement dated 23<sup>rd</sup> May, 2022, executed and registered before the office of the Additional Registrar of Assurances-II, Kolkata, and recorded in Book No. I, Volume No. 1902-2022, from pages 228972 to 228972, being No. 190205535 for the year 2022.
- ii. Development Agreement dated 23<sup>rd</sup> May, 2022, executed and registered before the office of the Additional Registrar of Assurances-II, Kolkata, and recorded in Book No. I, Volume No. 1902-2022, from pages 229033 to 229086, being No. 190205536 for the year 2022.
- iii. Development Agreement dated 29<sup>th</sup> June, 2022, executed and registered before the office of the Additional Registrar of Assurances-II, Kolkata, and recorded in Book No. I, Volume No. 1902-2022, from pages 278421 to 278468, being No. 190207230 for the year 2022.

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

D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;

E. The Bidhannagar Municipal Corporation has granted the commencement certificate to develop the Project vide approval dated bearing no. 10/03/2023;

F. The Promoter has obtained the final layout plan approvals for the Project from the Bidhannagar Municipal Corporation vide **Sanction Building Plan No. BMC/BPN/RG/887/96/21-22, dated 23/02/2023**. The promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ no \_\_\_\_\_ ;

H. The Allottee had applied for an apartment in the Project vide application no \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment no \_\_\_\_\_ having carpet area of \_\_\_\_\_ Square feet, type \_\_\_\_\_, no \_\_\_\_\_ floor in [ tower / block / building ] no. (“Building”) along with garage / closed parking no. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet in the \_\_\_\_\_ [Please insert the location of the garage / closed parking], as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “Apartment” more particularly described in Schedule B and the floor plan of the apartment is annexed hereto and marked with red border);

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;

1. the Allottees have independently examined and verified or caused to be examined and verified, inter alia, the following and have fully satisfied themselves about the same:

1.1 The Title of the Promoter in respect of the Premises along with Development Agreement as well as the Development Power of Attorney (if any);

1.2 The Sanctioned Plans of the Buildings and further revised Sanctioned Plan if any;

1.3 The Carpet Area of the Said Apartment;

1.4 The Specifications and common Portions of the Project; and

1.5 The respective rights interest and entitlements of the Promoter and the Allottees under this Agreement for Sale.

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

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

M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by an between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [ Apartment / Plot] and the garage / closed parking (if applicable) as specified in paragraph H;

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

**1. TERMS:**

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

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

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

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

[AND] [if/as applicable]

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

## Explanation:

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

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

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 15 (fifteen) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of [Apartment] includes: 1) pro rata share in the Common Areas; and 2) \_\_\_\_\_ garages(s)/closed parking(s) as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in

charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclosed the said notification/order/rule/regulation to the effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

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

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

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

within the defined limit then promoter shall refund the excess money paid by Allottee within forty-five days without any interest, If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as per Schedule "C"s. All these monetary adjustments shall be made at the same rate per square feet as agreed in clause 1.2 of this Agreement.

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

- (i) The allottee shall have exclusive ownership of the Apartment.
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
- (iii) That the computation of the price of the [Apartment] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear that the promoter herein reserves its rights to acquire further land adjacent / adjoining / contiguous of the project and / or enter into suitable arrangements with the owner of such further land adjacent / adjoining / contiguous and to make further construction in the said plot of land. The purchasers / allottee/s shall have no objection in the ingress and egress of the workman or any agent of the promoter and / or in respect of any goods or materials related thereto during the construction work of new flat or buildings in the said adjacent plot of land which the promoter herein has already acquired and / or in any adjacent plot of land which the promoter may acquire in future. And the new proposed building/s in the adjacent plot of land shall be treated as a part of the existing complex and all the flat owners shall have the liberty to enjoy common facilities and amenities which will be available in the said complex under due process of rules and regulations.

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

The Promoter agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoing collected by it from the Allottee or any liability, mortgage loan

and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

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

Provided that if the allottee delays in payment towards any amount for which is payable, he/she/they shall be liable to pay interest at the rate of SBI Prime Lending Rate plus two (2%) per cent per annum.

## 2. **MODE OF PAYMENT**

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

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

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made hereof

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

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

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

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

## 5. **TIME IS ESSENCE**

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

## 6. **CONSTRUCTION OF THE PROJECT / APARTMENT**

The Allottee has seen the specifications of the [Apartment] and accepted the Payment Plan, floor plans, layout plans, sanction plans [annexed along with the Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter Shall develop the Project in accordance with the said layout plans, sanction plans, floor plans and specifications. Subject to the terms in the 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 Bidhannagar Municipal Corporation / competent authority [ Please insert the relevant laws in force ] and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

## 7. POSSESSION OF THE APARTMENT

**Schedule for possession of the said [Apartment]:** The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment within \_\_\_\_\_, with an additional period of 6 (Six) months, Unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time of delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure Conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date without any interest and after deduction of Tax which was already paid to the government. After refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**Procedure for taking possession** - The Promoter, after application of the occupancy certificate to the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this agreement to be taken within 1 (one) month from the date of issue of such notice and the

Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter / association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within \_\_\_\_\_ days of receiving the occupancy certificate\* of the Project.

In case, the allottee express his /her/their view to take physical possession of the under constructed apartment and gives a written application for handover of physical possession in such case the completion certificate shall be handed over only after obtaining the same from the competent authority.

**Failure of allottee to take Possession of [ Apartment / Plot ] :** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [ Apartment / Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [ Apartment / Plot ] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

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

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

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

### **Compensation –**

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [ Apartment / Plot ] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of their business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by them in respect of the Apartment, without any interest within 45 days in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project.

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

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provided details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [ Apartment/Plot];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment / Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [ Apartment/Plot] and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [ Apartment/Plot] which will, in any manner, affect the rights of allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [ Apartment / Plot] to the Allottee and the common areas to the Association of the Allottees;

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

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

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

- (i) If the Promoter fails to provide ready to move in possession of the Apartment/unit to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respect;

- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee after deducting the tax which was already paid to the government under any head whatsoever towards the purchase of the apartment 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 can do so.

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

- (i) In case the Allottee fails to make payments for Three consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in the regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.

- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive month after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/ Plot] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and tax which was already paid to the government and this Agreement shall thereupon stand terminated.

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

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

#### 11. **MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT**

- i) Maintenance Deposit cost to be paid per month per Sq. ft @ \_\_\_\_\_/- from the date of possession for 24 months out of which 12 months deposits amount is adjustable and another 12 months deposited amount shall remain as security money which shall be refunded by the promoter after hand over the

project by the promoter to the Owners Association / Syndicate/ Maintenance committee after adjusting there from all dues if there would be any on account of such purposes which will bear no interest and will be adjusted to the credit of or refunded to the purchaser on the determination of agreement, if so by any reason whatsoever.

ii) The actual amount of security deposit & all other charges by the WBSEDCL authority is payable by the purchaser for his/her/their personal electric meter for their unit(s)/flat(s)/car-parking space(s).

## **12. DEFECT LIABILITY**

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

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

The Allottee hereby agrees to purchase the [Apartment / Plot] on the specific understanding that his/ her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottee (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions

specified by the maintenance agency or the association of allottees from time to time.

**14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS**

The Promoter / maintenance agency / association of allottees shall have rights of unrestricted access of all Common Areas, garages / closed parking's and parking Spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**15. USAGE**

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

**16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT :**

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [ Apartment / Plot ], or the staircases, lifts, common passages, corridors,

circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or changes or alter or make additions to the [ Apartment / Plot ] and keep the [ Apartment/Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, window grills, publicity material or advertisement material etc. on the face / faced of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side or the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store and hazardous or combustible goods in the [ Apartment / Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and / or maintenance agency appointed by association of allottees. The Allottees shall be responsible for any loss or damages arising out of breach of any or the aforesaid conditions.

#### **17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE**

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

**18. ADDITIONAL CONSTRUCTIONS**

The Promoter undertakes that it has no right to make additions or to put-up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for any addition construction as may be permitted by the Competent Authority as provided and/or permitted under the Act.

**19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE**

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

**20. APARTMENT OWNERSHIP ACT**

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

**21. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when

intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 7 (Seven) days for the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar /registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

## **22. ENTIRE AGREEMENT**

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

## **23. RIGHT TO AMEND**

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

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

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

**25. WAIVER NOT ALIMITATION TO ENFORCE**

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

**26. SEVERABILITY**

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

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

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

## 28. **FURTHER ASSURANCES**

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

## 29. **PLACE OF EXECUTION**

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

## 30. **NOTICES**

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

\_\_\_\_\_ Name of Allottee

\_\_\_\_\_ (Allottee Address)

M/s \_\_\_\_\_ Promoter Name

\_\_\_\_\_ (Promoter Address)

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

### 31. **JOINT ALLOTTEES**

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

### 32. **GOVERNING LAW**

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

### 33. **DISPUTE RESOLUTION**

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

**SCHEDULE A**

**PART - I**

**WHEREAS :-**

**PART - A**

1. One Nandalal Jana, son of Late Hazari Lal, purchased a land measuring 51 Satak more or less comprised in R.S. / L.R. Dag No. 217, lying and situated at Mouza- Dhasadrone, J.L. No. 4, R.S. No. 150, Touzi No. 2998, P.S. Previously Rajarhat, Presently Baguiati, in the District of North 24 Pargnanas, from Mrs. Niroda Bala Jana wife of Late Tarini Jana, by virtue of a Sale Deed (Bengali Kobala) dated 9<sup>th</sup> day of November, 1960, registered in the office of the Sub-Registrar, Cossipore, Dum Dum in the District of 24 Parganas, presently North 24 Parganas and recorded in Book No. I, Volume No. 119, Page from 165 to 169, being No. 8456 for the year 1960 and this is to record that at the time of purchase of the aforesaid land the classification of the land was 'Bagan' thereafter converted to 'Bastu' and after having lawful physical possession of the said land, Nandalal Jana recorded his name at BL & LRO, Rajarhat, vide L.R. Khatian No. 199 as sole owner free from all encumbrances.
2. Nandalal Jana hereby sold 'Bastu' land measuring 13 Satak equivalent to 07 Cottahs 13 Chittacks 38 Sq. Ft. comprised in R.S. Dag No. 217 under L.R. Khatian No. 199, lying and situated at Mouza- Dhasadrone, J.L. No.

- 4, R.S. No. 150, Touzi No. 2998, P.S. Previously Rajarhat, Presently Baguiati, in the District of North 24-Pargnanas to **MRS. PRAMILA JANA, LAND OWNER NO. 1 HEREIN**, wife of Sri. Goutam Jana, by virtue of a Sale Deed (Bengali Kobala) dated 9<sup>th</sup> day of June, 1993, registered in the office of the A.D.S.R. Bidhannagar in the District of North 24 Parganas and recorded in Book No. I, Volume No. 96, Page from 383 to 388, being No. 14429 for the year 1993, free from all encumbrances and after having the lawful physical possession, Mrs. Pramila Jana also recorded her name in the office of the BL & LRO, Rajarhat vide L.R. Khatian No. 1117.
3. Nandalal Jana hereby sold another 'Bastu' land measuring 13 Satak equivalent to 07 Cottahs 13 Chittacks 38 Sq. Ft. comprised in R.S. Dag No. 217 under L.R. Khatian No. 199, lying and situated at Mouza-Dhasadrone, J.L. No. 4, R.S. No. 150, Touzi No. 2998, P.S. Previously Rajarhat, Presently Baguiati, in the District of North 24-Pargnanas to **TANUJA JANA, LAND OWNER NO. 5 HEREIN**, wife of Sri. Uttam Jana by virtue of a Sale Deed (Bengali Kobala) dated 9<sup>th</sup> day of June, 1993, registered in the office of the A.D.S.R. Bidhannagar, in the District of North 24 Parganas and recorded in Book No. I, Volume No. 96, pages from 179 to 184, being No. 4403 for the year 1993, free from all encumbrances and after having the lawful physical possession Mrs. Tanuja Jana also recorded her name in the office of the BL & LRO, Rajarhat vide L.R. Khatian No. 1118.
4. Nandalal Jana also sold another 'Bastu' land measuring 3 Chittacks 10 Sq. Ft. comprised in R.S. Dag No. 217 under L.R. Khatian No. 199, lying and situated at Mouza- Dhasadrone, J.L. No. 4, R.S. No. 150, Touzi No. 2998, P.S. Previously Rajarhat, Presently Baguiati, in the District of North 24-Pargnanas to Mrs. Meena Keshari, wife of Sri. Om Prakash Keshari by virtue of a Sale Deed dated 2<sup>nd</sup> day of June, 2003, registered

in the office of the A.D.S.R. Bidhannagar (Salt Lake City) in the District of North 24 Parganas and recorded in Book No. I, Volume No. 468, Page from 244 to 266, being No. 08311 for the year 2003, free from all encumbrances, after having the lawful physical possession Mrs. Meena Keshari also recorded her name in the office of the BL & LRO, Rajarhat vide L.R. Khatian No. 2863.

5. Now Nandalal Jana became the sole owner of the remaining Bastu land measuring 25 Satak comprised in R.S. Dag No. 217 under L.R. Khatian No. 199, lying and situated at Mouza- Dhasadrone, J.L. No. 4, R.S. No. 150, Touzi No. 2998, P.S. Previously Rajarhat, Presently Baguiati, in the District of North 24-Pargnanas.
6. Nandalal Jana, son of Late Hazari Lal Jana, purchased Sali Land measuring 06 Satak more or less comprised in R.S. / L.R. Dag No. 214, lying and situated at Mouza - Dhasadrone, J.L. No. 4, R.S. No. 150, Touzi No. 2998, P.S. Previously Rajarhat, Presently Baguiati, in the District of North 24 Pargnanas from Mrs. Niroda Bala Jana, wife of Late Tarini Jana, by virtue of a Sale Deed (Bengali Kobala) dated 9<sup>th</sup> day of November, 1960, registered in the office of the Sub-Registrar, Cossipore, Dum Dum in the District of 24- Parganas, presently North 24 Parganas and recorded in Book No. I, Volume No. 119, Page from 165 to 169, being No. 8456 for the year 1960 and after having lawful physical possession of the said land, Nandalal Jana recorded his name at BL & LRO, Rajarhat, vide L.R. Khatian No. 199 as sole owner free from all encumbrances.
7. Nandalal Jana sold the Sali land measuring 01 Cottah 04 Chittacks 35 Sq. Ft. comprised in R.S. Dag No. 214, L.R. Khatian No. 199, lying and situated at Mouza- Dhasadrone, J.L. No. 4, R.S. No. 150, Touzi No. 2998, P.S. Previously Rajarhat, Presently Baguiati, in the District of North 24-Pargnanas to Mrs. Meena Keshari, wife of Sri. Om Prakash Keshari, by

virtue of a Sale Deed dated 2<sup>nd</sup> day of June, 2003, registered in the office of the A.D.S.R. Bidhannagar (Salt Lake City) in the District of North 24 Parganas and recorded in Book No. I, Volume No. 468, Page from 244 to 266, being No. 08311 for the year 2003, free from all encumbrances. After having the lawful physical possession, Mrs. Meena Keshari also recorded her name in the office of the BL & LRO, Rajarhat vide L.R. Khatian No. 2863.

8. Nandalal Jana also sold the Sali land measuring sold 01 Cottah 08 Chittacks comprised in R.S. Dag No. 214 under L.R. Khatian No. 199, lying and situated at Mouza- Dhasadrone, J.L. No. 4, R.S. No. 150, Touzi No. 2998, P.S. Previously Rajarhat, Presently Baguiati, in the District of North 24-Pargnanas to **MR. PARITOSH GAYEN (HEREIN REFERRED AS LAND OWNER NO. 4)**, son of Late Manindranath Gayen, by virtue of a Sale Deed dated 2<sup>nd</sup> day of June, 2003, registered in the office of the A.D.S.R. Bidhannagar (Salt Lake City) in the District of North 24 Parganas and recorded in Book No. I, Volume No. 378, Page from 256 to 273, being No. 06715 for the year 2003, free from all encumbrances and after having the lawful physical possession, Mr. Paritosh Gayen also recorded his name in the office of the BL & LRO, Rajarhat vide L.R. Khatian No. 1126.
9. Now, the said Nandalal Jana became the absolute owner of remaining ALL THAT piece and parcel of Sali land measuring 2 Satak equivalent to 13 Chittacks and 41 Sq. Ft. comprised in R.S./L.R. Dag No. 214, L.R. Khatian No. 199, appertaining to Mouza- Dhasadrone, J.L. No. 4, R.S. No. 150, Touzi No. 2998, P.S. Previously Rajarhat, Presently Baguiati, in the District of North 24 Pargnanas free for all encumbrances.
10. Nandalal Jana, son of Late Hazari Lal Jana, purchased ALL THAT piece and parcel of 'Doba' land measuring an area of 3 Satak equivalent to 1

Cottah 13 chittacks 1 sq. ft. comprised in R.S. / L.R. Dag No. 218, lying and situated at Mouza- Dhasadrone, J.L. No. 4, R.S. No. 150, Touzi No. 2998, P.S. Previously Rajarhat, Presently Baguiati, in the District of North 24-Pargnanas from Mrs. Niroda Bala Jana, wife of Late Tarini Jana, by virtue of a Sale Deed (Bengali Kobala) dated 9<sup>th</sup> day of November, 1960, registered in the office of the Sub-Registrar, Cossipore, Dum Dum in the District of 24- Parganas, presently North 24 Parganas and recorded in Book No. I, Volume No. 119, Page from 165 to 169, Being Deed No. 8456 for the year 1960 and while in lawful possession of the entire land, the said Nandalal Jana recorded his name at BL & LRO, Rajarhat, vide L.R. Khatian No. 199 as sole owner.

11. One Purnima Jana, wife of Nandalal Jana, purchased ALL THAT piece and parcel of "Danga" land measuring an area of 4 Cottahs 00 Chittacks comprised in R.S. / L.R. Dag No. 224, appertaining to Mouza- Dasadrone, J. L. No. 4, R.S. No.150, Touzi No. 2998 from Sri Biharilal Sardar son of Late Nabin Chandra Sardar, by virtue of a Sale Deed (Bengali Kobala) in the year 1979, registered in the office of the Additional District Registrar Barasat, in the District of 24 Parganas, presently North 24 Parganas, and recorded in Book No. I, Volume No. 6 Page from 282 to 287, being No. 496 for the year 1979, and while in lawful possession of the entire land, the said Purnima Jana recorded her name in the office of BL & LRO, Rajarhat vide L.R. Khatian No.248, as sole owner.
12. While in lawful possession of the aforesaid properties, the said Nandalal Jana died intestate on 20-01-2018, leaving behind his wife namely Purnima Jana and two sons namely Goutam Jana and Uttam Jana as his legal heirs and successors and each of them are entitled to one-third share therein.

13. Thereafter, Purnima Jana died intestate on 20-05-2021, leaving behind her two sons namely Goutam Jana and Uttam Jana as his legal heirs and successors and each of them are entitled to undivided one-half share therein.
14. By virtue of law of inheritance and devolution of property, the said Mr. Goutam Jana & Mr. Uttam Jana inherited all the afore mentioned land situated at Mouza- Dasadrone, J. L. No. 4, R.S. No.150, Touzi No. 2998, P.S. Previously Rajarhat, Presently Baguiati, in the District of North 24-Pargnanas, free from all encumbrances, equally as follows:-

Name	R.S. Dag No.	L.R. Khatian No.	Area of Land	Nature of Land	Inherited from
Goutam Jana	217	199	07 Cottahs 07 Chittacks 18 Sq. Ft.	Bastu	Nandalal Jana
Goutam Jana	214	199	6 Chittacks 43 Sq. Ft.	Shali	Nandalal Jana
Goutam Jana	218	199	14 Chittacks 23 Sq. Ft.	Doba	Nandalal Jana
Goutam Jana	224	248	2 Cottahs	Danga	Purnima Jana
Uttam Jana	217	199	07 Cottahs 07 Chittacks 18 Sq. Ft.	Bastu	Nandalal Jana
Uttam Jana	214	199	6 Chittacks 43 Sq. Ft.	Shali	Nandalal Jana
Uttam Jana	218	199	14 Chittacks 23 Sq. Ft.	Doba	Nandalal Jana

Uttam Jana	224	248	2 Cottahs	Danga	Purnima Jana
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15. Thereafter, Mr. Goutam Jana gifted and transferred Bastu land measuring 01 cottah 8 chittacks out of 7 cottah 7 chittack 18 sq. ft. comprised in R.S. Dag No. 217 under L.R. Khatian No. 199, situated and lying at Mouza - Dhasadrone, J.L. No. 4, R.S. No. 150, Touzi No. 2998, P.S. Previously Rajarhat, Presently Baguiati, in the District of North 24-Pargnanas, to his brother **MR. UTTAM JANA, LAND OWNER NO. 6 HEREIN**, by executing a Deed of Gift dated 22-04-2022, duly registered at ADSR Rajarhat, New Town, in the District of North 24 Parganas and recorded in Book No. I, Volume No. 1523-2022, Page from 358759 to 358782, being No. 152308537 for the year 2022, and rest of the land measuring 05 Cottahs 15 Chittacks 18 sq. Ft. comprised in R.S. Dag No. 217 was solely enjoyed by him.

16. Mr. Uttam Jana, the Land Owner No. 6 herein, became the lawful and absolute owner by law of inheritance and by Deed of Gift of the following area of land lying and situated at Mouza- Dhasadrone, J.L. No. 4, R.S. No. 150, Touzi No. 2998, P.S. Previously Rajarhat, Presently Baguiati, in the District of North 24-Pargnanas, free from all encumbrances:

Name	R.S./L.R. Dag No.	L.R. Khatian No.	Area of Land	Nature of Land
Uttam Jana	217	199	8 Cottah 15 Chittacks 18 Sq. Ft.	Bastu
Uttam Jana	214	199	6 Chittacks 43 Sq. Ft.	Shali
Uttam Jana	218	199	14 Chittacks 23 Sq. Ft.	Doba

Uttam Jana	224	248	2 Cottah 00 Chittacks 00 Sq. Ft.	Danga
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17. By virtue of a Deed of Gift dated 22<sup>nd</sup> April, 2022, registered in the office of Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, Volume No. 1523-2022, Page from 358706 to 358738, being No. 152308535 for the year, 2022, said Mr. Goutam Jana, son of Late Nandalal Jana, gifted and transferred the following land lying and situated at Mouza- Dhasadrone, J.L. No. 4, R.S. No. 150, Touzi No. 2998, P.S. Previously Rajarhat, Presently Baguiati, in the District of North 24-Pargnanas, to his son Mr. Partha Jana, the Land Owner No. 2 herein and to his daughter Mrs. Mousumi Chakraborty the Land Owner No. 3 and the land is free from all encumbrances and the distribution of Gift as follows:-

Name	R.S. Dag No.	L.R. Khatian No.	Area of Land	Nature of Land
Partha Jana	217	199	2 Cottahs 15 Chittacks 32 Sq. Ft.	Bastu
Mousumi Chakraborty	217	199	2 Cottahs 15 Chittacks 31 Sq. Ft.	Bastu
Partha Jana	214	199	3 Chittacks 22 Sq. Ft.	Shali
Mousumi Chakraborty	214	199	3 Chittacks 21 Sq. Ft.	Shali
Partha Jana	218	199	7 Chittacks 12 Sq. Ft.	Doba
Mousumi Chakraborty	218	199	7 Chittacks 11 Sq. Ft.	Doba
Partha Jana	224	248	1 Cottah	Danga
Mousumi	224	248	1 Cottah	Danga

Chakraborty				
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18. Mr. Partha Jana, the Landowner No. 2 herein, is absolutely seized and possessed of or otherwise well and sufficiently entitled to the following area of land lying and situates Mouza- Dhasadrone, J.L. No. 4, R.S. No. 150, Touzi No. 2998, P.S.- Previously Rajarhat, Presently Baguiati, in the District of North 24-Pargnanas:

L. R. Khatian No.	R.S. Dag No.	Area	Classification
199	217	2 Cottahs 15 Chittacks 32 Sq. Ft.	Bastu
199	214	3 Chittacks 22 Sq. Ft.	Shali
199	218	7 Chittacks 12 Sq. Ft.	Doba
248	224	1 Cottahs 00 Chittacks 00 Sq. Ft.	Danga

19. Hence, **MR. PARTHA JANA, THE LAND OWNER NO. 2 HEREIN**, is the absolute and lawful owner of total area of land measuring 4 Cottahs 10 Chittacks 21 sq. ft. comprised in R.S. / L.R. Dag No. 217, 214, 218, 224, L.R. Khatian No. 199 and 248, lying and situates at Mouza- Dhasadrone, J.L. No. 4, R.S. No. 150, Touzi No. 2998, P.S.- Previously Rajarhat, Presently Baguiati, in the District of North 24-Pargnanas, having free from all encumbrances.
20. Mrs. Mousumi Chakraborty, the Landowner No. 3, is absolutely seized and possessed of or otherwise well and sufficiently entitled to the following area of land lying and situates Mouza- Dhasadrone, J.L. No. 4, R.S. No. 150, Touzi No. 2998, P.S.- Previously Rajarhat, Presently Baguiati, in the District of North 24-Pargnanas:

L. R. Khatian No.	R.S. Dag No.	Area	Classification
199	217	02 Cottahs 15 Chittacks 32 Sq. Ft.	Bastu
199	214	03 Chittacks 21 Sq. Ft.	Shali
199	218	07 Chittacks 11 Sq. Ft.	Doba
248	224	1 Cottahs 00 Chittacks 00 Sq. Ft.	Danga

21. Hence, **MRS. MOUSUMI CHAKRABORTY, THE LANDOWNER NO. 3 HEREIN**, is the absolute and lawful owner of total area of land measuring 4 Cottahs 10 Chittacks 18 sq. ft. comprised in R.S. / L.R. Dag No. 217, 214, 218, 224, L.R. Khatian No. 199 and 248, lying and situated at Mouza- Dhasadrone, J.L. No. 4, R.S. No. 150, Touzi No. 2998, P.S.- Previously Rajarhat, Presently Baguiati, in the District of North 24- Pargnanas, having free from all encumbrances.
22. By virtue of a Deed of Gift dated 22<sup>nd</sup> April, 2022, registered in the office of Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, Volume No. 1523-2022, Page from 358783 to 358814, being No. 152308538 for the year 2022, said Mr. Uttam Jana, son of Late Nandalal Jana, gifted and transferred the following land lying and situated at Mouza- Dhasadrone, J.L. No. 4, R.S. No. 150, Touzi No. 2998, P.S. Previously Rajarhat, Presently Baguiati, in the District of North 24- Pargnanas, to his two daughters namely **Mrs. Riya Maity, the Land Owner No. 7 herein and Mrs. Rituparna Maity, the Land Owner No. 8 herein** and the land is free from all encumbrances and the distribution of Gift as follows:-

Name	R.S./ .L .R. Dag	L.R. Khatian	Area of Land	Nature of Land
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	No.	No.		
Riya Maity	217	199	12 Chittacks 23 Sq. Ft.	Bastu
Rituparna Jana	217	199	12 Chittacks 23 Sq. Ft.	Bastu
Riya Maity	214	199	03 Chittacks 21 Sq. Ft.	Shali
Rituparna Jana	214	199	03 Chittacks 22 Sq. Ft.	Shali
Riya Maity	224	248	1 Cottah	Danga
Rituparna Jana	224	248	1 Cottah	Danga

23. Mrs. Riya Maity, the Landowner No. 7 herein, is absolutely seized and possessed of or otherwise well and sufficiently entitled to the following area of land lying and situates Mouza- Dhasadrone, J.L. No. 4, R.S. No. 150, Touzi No. 2998, P.S.- Previously Rajarhat, Presently Baguiati, in the District of North 24-Pargnanas:

L. R. Khatian No.	R.S./L.R. Dag No.	Area	Classification
199	217	12 Chittacks 23 Sq. Ft.	Bastu
199	214	03 Chittacks 21 Sq. Ft.	Shali
248	224	01 Cottah 00 Chittack 00 Sq. Ft.	Danga

24. Hence, **MRS. RIYA MAITY, THE LAND OWNER NO. 7 HEREIN**, is the absolute and lawful owner of total area of land measuring 1 Cottahs 15 Chittacks 44 sq. ft. comprised in R.S. / L.R. Dag No. 217, 214 and 224, L.R. Khatian No. 199 and 248, lying and situates at Mouza- Dhasadrone, J.L. No. 4, R.S. No. 150, Touzi No. 2998, P.S.- Previously Rajarhat, Presently Baguiati, in the District of North 24-Pargnanas, having free from all encumbrances.

25. Mrs. Rituparna Maity, the Landowner No. 8 herein, is absolutely seized and possessed of or otherwise well and sufficiently entitled to the following area of land lying and situated Mouza- Dhasadrone, J.L. No. 4, R.S. No. 150, Touzi No. 2998, P.S.- Previously Rajarhat, Presently Baguiati, in the District of North 24-Pargnanas:

L. R. Khatian No.	R.S./L.R. Dag No.	Area	Classification
199	217	12 Chittacks 23 Sq. Ft.	Bastu
199	214	03 Chittacks 21 Sq. Ft.	Shali
248	224	01 Cottah 00 Chittack 00 Sq. Ft.	Danga

26. Hence, **MRS. RITUPARNA MAITY, THE LAND OWNER NO. 8 HEREIN**, is the absolute and lawful owner of total area of land measuring 1 Cottahs 15 Chittacks 44 sq. ft. comprised in R.S. / L.R. Dag No. 217, 214 and 224, L.R. Khatian No. 199 and 248, lying and situated at Mouza- Dhasadrone, J.L. No. 4, R.S. No. 150, Touzi No. 2998, P.S.- Previously Rajarhat, Presently Baguiati, in the District of North 24-Pargnanas, having free from all encumbrances.

27. Now, **MR. UTTAM JANA, LANDOWNER NO. 6 HEREIN**, is absolutely seized and possessed of or otherwise well and sufficiently entitled to the following area of land lying and situated Mouza- Dhasadrone, J.L. No. 4, R.S. No. 150, Touzi No. 2998, P.S.- Previously Rajarhat, Presently Baguiati, in the District of North 24-Pargnanas:

L. R. Khatian No.	R.S./L.R. Dag No.	Area	Classification
199	217	7 Cottah 06 Chittacks 18 Sq.	Bastu

		Ft.	
199	218	14 Chittacks 23 Sq. Ft.	Doba

28. Being the absolute and lawful joint owners of the land admeasuring an area of 17 Cottahs 02 Chittacks 11 Sq.Ft. more or less, lying and situate under Mouza- Dasadrone, J. L. No. 04, R.S. No. 150, Touzi No. 2998, comprised under R.S. / L.R. Dag No. 217, 214, 218, 224, under L.R. Khatian 199, 1117, 248, P.S.- Previously Rajarhat, Presently Baguiati, within the local limits of the Bidhannagar Municipal Corporation, Ward No. 5, said **MRS. PRAMILA JANA, MR. PARTHA JANA and MRS. MOUSUMI CHAKRABORTY, BEING LAND OWNER NOS. 1, 2 & 3 HEREIN** along with the Developer herein entered into a registered Development Agreement dated 23<sup>rd</sup> May, 2022, executed and registered before the office of the Additional Registrar of Assurances-II, Kolkata, and recorded in Book No. I, Volume No. 1902-2022, from pages 228972 to 228972, being No. 190205535 for the year 2022.
29. Thereafter a by virtue of a registered Development Power of Attorney after registered Development Agreement dated 23<sup>rd</sup> day of May, 2022, **MRS. PRAMILA JANA, MR. PARTHA JANA and MRS. MOUSUMI CHAKRABORTY, BEING LAND OWNERS NO. 1, 2 & 3 HEREIN** appointed and nominated **1. "NIRMAN REALTY" [PAN NO. AAFTN7500R]**, a partnership firm having registered office located at AB-421, Suchetana Apartment, Flat No. G/A, Ground Floor, Samarpally, Krishnapur, P.O.- Krishnapur, P.S.- Baguiati, Kolkata- 700102, in the District of North 24 Parganas with the provisions to change or shift the same to more convenient and better place or places or to open such other branch office/offices, City office/offices, as may be thought expedient within the territory of India, represented by its Partners namely **(a) MR. BIKASH MONDAL [PAN NO. AIJPM7198J] [AADHAR NO. 8875 8893**

**2256]**, son of Sri. Sarat Kumar Mondal, by Faith- Hindu, by Occupation- Business, by Nationality- Indian and residing at BJ-402, Salt Lake City, Sector-II, P.O.- Sech Bhaban, P.S.- Bidhannagar East, Kolkata- 700091, in the District of North-24 Parganas, West Bengal, **(b) MRS. SATHI MONDAL [PAN NO. AYJPM5732G] [AADHAAR NO. 6531 9467 2851]**, wife of Sri. Bikash Mondal, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at BJ-402, Salt Lake City, Sector-II, P.O.- Sech Bhaban, P.S.- Bidhannagar East, Kolkata- 700091, in the District of North-24 Parganas, West Bengal. **(c) MR. SARAT KUMAR MONDAL [PAN NO. AENPM2492P] [AADHAR NO. 8622 9101 1539]**, son of Late Abinash Chandra Mondal, by Faith- Hindu, by Occupation- Business, by Nationality- Indian and residing at Krishnapur, Purbapara, P.O.- Kishnapur, P.S.- Baguiati, Kolkata- 700102, in the District of North-24 Parganas, West Bengal, **2. M/s. SOMENATH NIRMAN PRIVATE LIMITED [PAN NO. AATCS4119C]** a company duly incorporated under the relevant provisions of the Companies Act, 1956, having its registered office at Krishnapur, Purbapara, P.O.- Kishnapur, P.S.- Baguiati, Kolkata- 700102, represented by its director namely **MR. BIKASH MONDAL [PAN NO. AIJPM7198J] [AADHAR NO. 8875 8893 2256]**, son of Sri. Sarat Kumar Mondal, by Faith- Hindu, by Occupation- Business, by Nationality- Indian and residing at BJ-402, Salt Lake City, Sector-II, P.O.- Sech Bhaban, P.S.- Bidhannagar East, Kolkata- 700091, in the District of North-24 Parganas, West Bengal, **3. KEDARNATH NIRMAN PRIVATE LIMITED [PAN NO. AAFCK2477H]** a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at Krishnapur, Purbapara, P.O.- Kishnapur, P.S.- Baguiati, Kolkata- 700102, represented by its director namely **MRS. SATHI MONDAL [PAN NO. AYJPM5732G] [AADHAAR NO. 6531 9467 2851]**, wife of Sri. Bikash Mondal, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at BJ-402, Salt Lake City, Sector-II, P.O.- Sech Bhaban, P.S.- Bidhannagar East, Kolkata- 700091, in the District of

- North-24 Parganas, West Bengal and **4. CHANDRA SEKHAR NIRMAN PRIVATE LIMITED, [PAN NO. AAFCC3453R]**, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at Krishnapur, Purbapara, P.O.- Kishnapur, P.S.- Baguiati, Kolkata- 700102, represented by its director namely **MR. SARAT KUMAR MONDAL [PAN NO. AENPM2492P] [AADHAR NO. 8622 9101 1539]**, son of Late Abinash Chandra Mondal, by Faith- Hindu, by Occupation- Business, by Nationality- Indian and residing at Krishnapur, Purbapara, P.O.- Kishnapur, P.S.- Baguiati, Kolkata- 700102, in the District of North-24 Parganas, West Bengal, as their constituted power of attorney which was duly executed and registered in the office of the Additional Registrar of Assurances-II, Kolkata, and recorded in Book No. I, Volume No. 1902-2022, from pages 229805 to 229841, being No. 190205562 for the year 2022.
30. Being the absolute and lawful joint owners of the land admeasuring an area of 20 Cottahs 02 Chittacks 32 Sq.Ft. more or less, lying and situate under Mouza- Dasadrone, J. L. No. 04, R.S. No. 150, Touzi No. 2998, comprised under R.S. / L.R. Dag No. 217, 214, 218 and 224, under L.R. Khatian 199, 1118, 248, P.S.- Previously Rajarhat, Presently Baguiati, within the local limits of the Bidhannagar Municipal Corporation, Ward No. 5, said **MRS. TANUJA JANA, MR. UTTAM JANA, MRS. RIYA MAITY and MS. RITUPARNA JANA, BEING LAND OWNERS NO. 5, 6, 7 & 8 HEREIN** along with the promoter herein entered into a registered Development Agreement dated 29<sup>th</sup> June, 2022, executed and registered before the office of the Additional Registrar of Assurances-II, Kolkata, and recorded in Book No. I, Volume No. 1902-2022, from pages 278421 to 278468, being No. 190207230 for the year 2022.
31. Thereafter a by virtue of a registered Development Power of Attorney after registered Development Agreement dated 29<sup>th</sup> day of June, 2022, **MRS.**

**TANUJA JANA, MR. UTTAM JANA, MRS. RIYA MAITY and MS. RITUPARNA JANA, BEING LAND OWNERS NO. 5, 6, 7 & 8 HEREIN** appointed and nominated **1. “NIRMAN REALTY” [PAN NO. AAFTN7500R]**, a partnership firm having registered office located at AB-421, Suchetana Apartment, Flat No. G/A, Ground Floor, Samarpally, Krishnapur, P.O.- Krishnapur, P.S.- Baguiati, Kolkata- 700102, in the District of North 24 Parganas with the provisions to change or shift the same to more convenient and better place or places or to open such other branch office/offices, City office/offices, as may be thought expedient within the territory of India, represented by its Partners namely **(a) MR. BIKASH MONDAL [PAN NO. AIJPM7198J] [AADHAR NO. 8875 8893 2256]**, son of Sri. Sarat Kumar Mondal, by Faith- Hindu, by Occupation- Business, by Nationality- Indian and residing at BJ-402, Salt Lake City, Sector-II, P.O.- Sech Bhaban, P.S.- Bidhannagar East, Kolkata- 700091, in the District of North-24 Parganas, West Bengal, **(b) MRS. SATHI MONDAL [PAN NO. AYJPM5732G] [AADHAAR NO. 6531 9467 2851]**, wife of Sri. Bikash Mondal, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at BJ-402, Salt Lake City, Sector-II, P.O.- Sech Bhaban, P.S.- Bidhannagar East, Kolkata- 700091, in the District of North-24 Parganas, West Bengal. **(c) MR. SARAT KUMAR MONDAL [PAN NO. AENPM2492P] [AADHAR NO. 8622 9101 1539]**, son of Late Abinash Chandra Mondal, by Faith- Hindu, by Occupation- Business, by Nationality- Indian and residing at Krishnapur, Purbapara, P.O.- Kishnapur, P.S.- Baguiati, Kolkata- 700102, in the District of North-24 Parganas, West Bengal, **2. M/s. SOMENATH NIRMAN PRIVATE LIMITED [PAN NO. AATCS4119C]** a company duly incorporated under the relevant provisions of the Companies Act, 1956, having its registered office at Krishnapur, Purbapara, P.O.- Kishnapur, P.S.- Baguiati, Kolkata- 700102, represented by its director namely **MR. BIKASH MONDAL [PAN NO. AIJPM7198J] [AADHAR NO. 8875 8893 2256]**, son of Sri. Sarat Kumar Mondal, by Faith- Hindu, by Occupation- Business,

by Nationality- Indian and residing at BJ-402, Salt Lake City, Sector-II, P.O.- Sech Bhaban, P.S.- Bidhannagar East, Kolkata- 700091, in the District of North-24 Parganas, West Bengal, **3. KEDARNATH NIRMAN PRIVATE LIMITED** [PAN NO. AAFCK2477H] a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at Krishnapur, Purbapara, P.O.- Kishnapur, P.S.- Baguiati, Kolkata- 700102, represented by its director namely **MRS. SATHI MONDAL [PAN NO. AYJPM5732G] [AADHAAR NO. 6531 9467 2851]**, wife of Sri. Bikash Mondal, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at BJ-402, Salt Lake City, Sector-II, P.O.- Sech Bhaban, P.S.- Bidhannagar East, Kolkata- 700091, in the District of North-24 Parganas, West Bengal and **4. CHANDRA SEKHAR NIRMAN PRIVATE LIMITED, [PAN NO. AAFCC3453R]**, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at Krishnapur, Purbapara, P.O.- Kishnapur, P.S.- Baguiati, Kolkata- 700102, represented by its director namely **MR. SARAT KUMAR MONDAL [PAN NO. AENPM2492P] [AADHAR NO. 8622 9101 1539]**, son of Late Abinash Chandra Mondal, by Faith- Hindu, by Occupation- Business, by Nationality- Indian and residing at Krishnapur, Purbapara, P.O.- Kishnapur, P.S.- Baguiati, Kolkata- 700102, in the District of North-24 Parganas, West Bengal, as their constituted power of attorney which was duly executed and registered in the office of the Additional Registrar of Assurances-II, Kolkata, and recorded in Book No. I, Volume No. 1902-2022, from pages 278547 to 278566, being No. 190207235 for the year 2022.

#### **PART – B**

32. One Nandalal Jana, son of Late Hazari Lal Jana, purchased a land measuring 60 Satak land more or less comprised in R.S./L.R. Dag No. 217, 218, 214, lying and situated at Mouza- Dhasadrone, J.L. No. 4, R.S. No. 150, Touzi No. 2998, P.S. Previously Rajarhat, Presently Baguiati, in

the District of North 24 Parganas from Mrs. Niroda Bala Jana, wife of Late Tarini Jana, by virtue of a Sale Deed (Bengali Kobala) dated 9<sup>th</sup> Day of November, 1960, registered in the office of the Sub-Registrar, Cossipore Dum Dum, in the District of 24-Parganas, presently North 24 Parganas and recorded in Book No. I, Volume No. 119, Page from 165 to 169, being No. 8456 for the year 1960 and after having lawful physical possession of the said, land Nandalal Jana recorded his name B.L. & L.R.O., Rajarhat, vide L.R. Khatian No. 199 as sole owner free from all encumbrances.

33. Nandalal Jana sold the "Sali" land measuring 01 Kata 08 Chittacks comprised in R.S. Dag No. 214 under L.R. Khatian No. 199, lying and situated at Mouza- Dhasadrone, J.L. No. 4, R.S. No. 150, Touzi No. 2998, P.S. Previously Rajarhat, Presently Baguiati, in the District of North 24 Parganas, within the local limits of (formerly Bidhannagar Municipal Corporation) presently Bidhannagar Municipal Corporation Wad No. 5 to Mr. Paritosh Gain, son of Late Manindra Nath Gain, the Landowner No. 4 herein, by virtue of a Sale Deed dated 2<sup>nd</sup> day of June, 2003, registered in the office of the A.D.S.R. Bidhannagar (Salt Lake City) in the District of North 24 Parganas and recorded in Book No. I, Volume No. 378, Page from 256 to 273, being No. 06715 for the year 2003, free from all encumbrances and after having the lawful possession Mr. Paritosh Gain also mutata his name in the office of the B.L. & L.R.O. Rajarhat vide L.R. Khatian No. 1126.
34. Nandalal Jana sold the Sali land measuring 01 Cottah 04 Chittacks 35 Sq. Ft. comprised in R.S. Dag No. 214, L.R. Khatian No. 199, lying and situated at Mouza- Dhasadrone, J.L. No. 4, R.S. No. 150, Touzi No. 2998, P.S. Previously Rajarhat, Presently Baguiati, in the District of North 24-Parganas to Mrs. Meena Keshari, wife of Sri. Om Prakash Keshari, by virtue of a Sale Deed dated 2<sup>nd</sup> day of June, 2003, registered in the office

of the A.D.S.R. Bidhannagar (Salt Lake City) in the District of North 24 Parganas and recorded in Book No. I, Volume No. 468, Page from 244 to 266, being No. 08311 for the year 2003, free from all encumbrances. After having the lawful physical possession, Mrs. Meena Keshari also recorded her name in the office of the BL & LRO, Rajarhat vide L.R. Khatian No. 2863.

35. Being the absolute and lawful owners of the Sali land admeasuring an area of 1 Cottahs 08 Chittacks more or less, comprised in R.S. / L.R. Dag No. 214, under old L.R. Khatian 199, new Khatian No. 1126, lying and situate at Mouza- Dasadrone, J. L. No. 04, R.S. No. 150, Touzi No. 2998, P.S.- Previously Rajarhat, Presently Baguiati, within the local limits of the Bidhannagar Municipal Corporation, Ward No. 5, said **MR. PARITOSH GAIN, BEING THE LANDOWNER NO. 4 HEREIN** along with the Promoter herein entered into a registered Development Agreement dated 23<sup>rd</sup> May, 2022, executed and registered before the office of the Additional Registrar of Assurances-II, Kolkata, and recorded in Book No. I, Volume No. 1902-2022, from pages 229033 to 229086, being No. 190205536 for the year 2022.
36. Thereafter a by virtue of a registered Development Power of Attorney after registered Development Agreement dated 23<sup>rd</sup> day of May, 2022, **MR. PARITOSH GAIN, BEING THE LANDOWNER NO. 4 HEREIN** appointed and nominated **1. "NIRMAN REALTY" [PAN NO. AAFTN7500R]**, a partnership firm having registered office located at AB-421, Suchetana Apartment, Flat No. G/A, Ground Floor, Samarpally, Krishnapur, P.O.- Krishnapur, P.S.- Baguiati, Kolkata- 700102, in the District of North 24 Parganas with the provisions to change or shift the same to more convenient and better place or places or to open such other branch office/offices, City office/offices, as may be thought expedient within the territory of India, represented by its Partners namely **(a) MR. BIKASH**

**MONDAL [PAN NO. AIJPM7198J] [AADHAR NO. 8875 8893 2256]**, son of Sri. Sarat Kumar Mondal, by Faith- Hindu, by Occupation- Business, by Nationality- Indian and residing at BJ-402, Salt Lake City, Sector-II, P.O.- Sech Bhaban, P.S.- Bidhannagar East, Kolkata- 700091, in the District of North-24 Parganas, West Bengal, **(b) MRS. SATHI MONDAL [PAN NO. AYJPM5732G] [AADHAAR NO. 6531 9467 2851]**, wife of Sri. Bikash Mondal, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at BJ-402, Salt Lake City, Sector-II, P.O.- Sech Bhaban, P.S.- Bidhannagar East, Kolkata- 700091, in the District of North-24 Parganas, West Bengal. **(c) MR. SARAT KUMAR MONDAL [PAN NO. AENPM2492P] [AADHAR NO. 8622 9101 1539]**, son of Late Abinash Chandra Mondal, by Faith- Hindu, by Occupation- Business, by Nationality- Indian and residing at Krishnapur, Purbapara, P.O.- Kishnapur, P.S.- Baguiati, Kolkata- 700102, in the District of North-24 Parganas, West Bengal, **2. M/s. SOMENATH NIRMAN PRIVATE LIMITED [PAN NO. AATCS4119C]** a company duly incorporated under the relevant provisions of the Companies Act, 1956, having its registered office at Krishnapur, Purbapara, P.O.- Kishnapur, P.S.- Baguiati, Kolkata- 700102, represented by its director namely **MR. BIKASH MONDAL [PAN NO. AIJPM7198J] [AADHAR NO. 8875 8893 2256]**, son of Sri. Sarat Kumar Mondal, by Faith- Hindu, by Occupation- Business, by Nationality- Indian and residing at BJ-402, Salt Lake City, Sector-II, P.O.- Sech Bhaban, P.S.- Bidhannagar East, Kolkata- 700091, in the District of North-24 Parganas, West Bengal, **3. KEDARNATH NIRMAN PRIVATE LIMITED [PAN NO. AAFCK2477H]** a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at Krishnapur, Purbapara, P.O.- Kishnapur, P.S.- Baguiati, Kolkata- 700102, represented by its director namely **MRS. SATHI MONDAL [PAN NO. AYJPM5732G] [AADHAAR NO. 6531 9467 2851]**, wife of Sri. Bikash Mondal, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at BJ-402, Salt Lake City, Sector-II, P.O.- Sech

Bhaban, P.S.- Bidhannagar East, Kolkata- 700091, in the District of North-24 Parganas, West Bengal and **4. CHANDRA SEKHAR NIRMAN PRIVATE LIMITED, [PAN NO. AAFCC3453R]**, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at Krishnapur, Purbapara, P.O.- Kishnapur, P.S.- Baguiati, Kolkata- 700102, represented by its director namely **MR. SARAT KUMAR MONDAL [PAN NO. AENPM2492P] [AADHAR NO. 8622 9101 1539]**, son of Late Abinash Chandra Mondal, by Faith- Hindu, by Occupation- Business, by Nationality- Indian and residing at Krishnapur, Purbapara, P.O.- Kishnapur, P.S.- Baguiati, Kolkata- 700102, in the District of North-24 Parganas, West Bengal, as his constituted power of attorney which was duly executed and registered in the office of the Additional Registrar of Assurances-II, Kolkata, and recorded in Book No. I, Volume No. 1902-2022, from pages 229842 to 229873, being No. 190205563 for the year 2022.

37. By a Sale Deed dated 8<sup>th</sup> July, 2022, registered in the office of the A.D.S.R. Rajarhat and recorded in Book No. I, Volume No. 1523-2022, Pages 453012 to 453046, being No. 152311136 for the year 2022, **Mrs. Mina Keshri**, wife of Om Prakash Keshri, sold, transferred and conveyed **ALL THAT** Land measuring 01 Kata 08 Chittacks 00 Sq. Ft. [SALI land measuring 1 cottah 04 Chittacks 35 Sq. Ft. from R.S. Dag No. 214 & BASTU Land measuring 3 Chittacks 10 Sq. Ft. from R.S. Dag No. 217] comprised in R.S. Dag No. 214 and 217 under old L.R. Khatian No. 199, New L.R. Khatian No. 2863, lying and situated at Mouza- Dasadrone, J.L No.4, R.S. No. 150, Touzi No. 2998, P.S. Previously Rajarhat, Presently Baguiati, in the District of North 24 Parganas, within the local limits of (formerly Rajarhat Gopalpur Municipality) presently Bidhannagar Municipal Corporation Ward No. 5, in favour of **THE LAND OWNER NO. 9 HEREIN AND THE PROMOTER/DEVELOPER HEREIN, "NIRMAN**

**REALTY” JANA (HEREIN REFERRED AS LAND OWNER NO. 9), [PAN NO. AAFTN7500R]**, a partnership firm having registered office located at AB-421, Suchetana Apartment, Flat No. G/A, Ground Floor, Samarpally, Krishnapur, P.O.- Krishnapur, P.S.- Baguiati, Kolkata- 700102, in the District of North 24 Parganas with the provisions to change or shift the same to more convenient and better place or places or to open such other branch office/offices, City office/offices, as may be thought expedient within the territory of India, represented by its Partners namely **(a) MR. BIKASH MONDAL [PAN NO. AIJPM7198J] [AADHAR NO. 8875 8893 2256]**, son of Sri. Sarat Kumar Mondal, by Faith- Hindu, by Occupation- Business, by Nationality- Indian and residing at BJ-402, Salt Lake City, Sector-II, P.O.- Sech Bhaban, P.S.- Bidhannagar East, Kolkata- 700091, in the District of North-24 Parganas, West Bengal, **(b) MRS. SATHI MONDAL [PAN NO. AYJPM5732G] [AADHAAR NO. 6531 9467 2851]**, wife of Sri. Bikash Mondal, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at BJ-402, Salt Lake City, Sector-II, P.O.- Sech Bhaban, P.S.- Bidhannagar East, Kolkata- 700091, in the District of North-24 Parganas, West Bengal. **(c) MR. SARAT KUMAR MONDAL [PAN NO. AENPM2492P] [AADHAR NO. 8622 9101 1539]**, son of Late Abinash Chandra Mondal, by Faith- Hindu, by Occupation- Business, by Nationality- Indian and residing at Krishnapur, Purbapara, P.O.- Kishnapur, P.S.- Baguiati, Kolkata- 700102, in the District of North-24 Parganas, West Bengal, **2. M/s. SOMENATH NIRMAN PRIVATE LIMITED [PAN NO. AATCS4119C]** a company duly incorporated under the relevant provisions of the Companies Act, 1956, having its registered office at Krishnapur, Purbapara, P.O.- Kishnapur, P.S.- Baguiati, Kolkata- 700102, represented by its director namely **MR. BIKASH MONDAL [PAN NO. AIJPM7198J] [AADHAR NO. 8875 8893 2256]**, son of Sri. Sarat Kumar Mondal, by Faith- Hindu, by Occupation- Business, by Nationality- Indian and residing at BJ-402, Salt Lake City, Sector-II, P.O.- Sech Bhaban, P.S.- Bidhannagar East, Kolkata- 700091, in the District of North-24 Parganas,

West Bengal, **3. KEDARNATH NIRMAN PRIVATE LIMITED** [PAN NO. AAFCK2477H] a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at Krishnapur, Purbapara, P.O.- Kishnapur, P.S.- Baguiati, Kolkata- 700102, represented by its director namely **MRS. SATHI MONDAL [PAN NO. AYJPM5732G] [AADHAAR NO. 6531 9467 2851]**, wife of Sri. Bikash Mondal, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at BJ-402, Salt Lake City, Sector-II, P.O.- Sech Bhaban, P.S.- Bidhannagar East, Kolkata- 700091, in the District of North-24 Parganas, West Bengal and **4. CHANDRA SEK HAR NIRMAN PRIVATE LIMITED, [PAN NO. AAFCC3453R]**, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at Krishnapur, Purbapara, P.O.- Kishnapur, P.S.- Baguiati, Kolkata- 700102, represented by its director namely **MR. SARAT KUMAR MONDAL [PAN NO. AENPM2492P] [AADHAR NO. 8622 9101 1539]**, son of Late Abinash Chandra Mondal, by Faith- Hindu, by Occupation- Business, by Nationality- Indian and residing at Krishnapur, Purbapara, P.O.- Kishnapur, P.S.- Baguiati, Kolkata- 700102, in the District of North-24 Parganas, West Bengal, free from all encumbrances and charges whatsoever.

38. **THE LAND OWNER NO. 9 HEREIN AND THE PROMOTER/DEVELOPER HEREIN, "NIRMAN REALTY" [PAN NO. AAFTN7500R]**, a partnership firm having registered office located at AB-421, Suchetana Apartment, Flat No. G/A, Ground Floor, Samarpally, Krishnapur, P.O.- Krishnapur, P.S.- Baguiati, Kolkata- 700102, in the District of North 24 Parganas with the provisions to change or shift the same to more convenient and better place or places or to open such other branch office/offices, City office/offices, as may be thought expedient within the territory of India, represented by its Partners namely **(a) MR. BIKASH MONDAL [PAN NO. AIJPM7198J] [AADHAR NO. 8875 8893 2256]**, son of Sri. Sarat Kumar Mondal, by

Faith- Hindu, by Occupation- Business, by Nationality- Indian and residing at BJ-402, Salt Lake City, Sector-II, P.O.- Sech Bhaban, P.S.- Bidhannagar East, Kolkata- 700091, in the District of North-24 Parganas, West Bengal, **(b) MRS. SATHI MONDAL [PAN NO. AYJPM5732G] [AADHAAR NO. 6531 9467 2851]**, wife of Sri. Bikash Mondal, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at BJ-402, Salt Lake City, Sector-II, P.O.- Sech Bhaban, P.S.- Bidhannagar East, Kolkata- 700091, in the District of North-24 Parganas, West Bengal. **(c) MR. SARAT KUMAR MONDAL [PAN NO. AENPM2492P] [AADHAR NO. 8622 9101 1539]**, son of Late Abinash Chandra Mondal, by Faith- Hindu, by Occupation- Business, by Nationality- Indian and residing at Krishnapur, Purbapara, P.O.- Kishnapur, P.S.- Baguiati, Kolkata- 700102, in the District of North-24 Parganas, West Bengal, **2. M/s. SOMENATH NIRMAN PRIVATE LIMITED [PAN NO. AATCS4119C]** a company duly incorporated under the relevant provisions of the Companies Act, 1956, having its registered office at Krishnapur, Purbapara, P.O.- Kishnapur, P.S.- Baguiati, Kolkata- 700102, represented by its director namely **MR. BIKASH MONDAL [PAN NO. AIJPM7198J] [AADHAR NO. 8875 8893 2256]**, son of Sri. Sarat Kumar Mondal, by Faith- Hindu, by Occupation- Business, by Nationality- Indian and residing at BJ-402, Salt Lake City, Sector-II, P.O.- Sech Bhaban, P.S.- Bidhannagar East, Kolkata- 700091, in the District of North-24 Parganas, West Bengal, **3. KEDARNATH NIRMAN PRIVATE LIMITED [PAN NO. AAFCK2477H]** a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at Krishnapur, Purbapara, P.O.- Kishnapur, P.S.- Baguiati, Kolkata- 700102, represented by its director namely **MRS. SATHI MONDAL [PAN NO. AYJPM5732G] [AADHAAR NO. 6531 9467 2851]**, wife of Sri. Bikash Mondal, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at BJ-402, Salt Lake City, Sector-II, P.O.- Sech Bhaban, P.S.- Bidhannagar East, Kolkata- 700091, in the District of North-24 Parganas, West Bengal and **4. CHANDRA SEKHAR**

**NIRMAN PRIVATE LIMITED, [PAN NO. AAFCC3453R]**, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at Krishnapur, Purbapara, P.O.- Kishnapur, P.S.- Baguiati, Kolkata- 700102, represented by its director namely **MR. SARAT KUMAR MONDAL [PAN NO. AENPM2492P] [AADHAR NO. 8622 9101 1539]**, son of Late Abinash Chandra Mondal, by Faith- Hindu, by Occupation- Business, by Nationality- Indian and residing at Krishnapur, Purbapara, P.O.- Kishnapur, P.S.- Baguiati, Kolkata- 700102, in the District of North-24 Parganas, West Bengal, has become the lawful and absolute owner of the land being **ALL THAT** Land measuring 01 Kata 08 Chittacks 00 Sq. Ft. [SALI land measuring 1Kata 04 Chittacks 35 Sq. Ft. from R.S. Dag No. 214 & BASTU Land measuring 3 Chittacks 10 Sq. Ft. from R.S Dag No. 217] land from R.S. Dag No. 214, 217 old L.R. Khatian No. 199, New L.R. Khatian No. 2863, lying and situated at Mouza- Dasadrone, J.L No.4, R.S. No. 150, Touzi No. 2998, P.S. Previously Rajarhat, Presently Baguiati, in the District of North 24 Parganas, within the local limits of (formerly Rajarhat Gopalpur Municipality) presently Bidhannagar Municipal Corporation Ward No. 5, morefully and particularly described in the Schedule-A (Part-II) hereunder written.

39. The Owners herein have mutated their names in the records of the concerned authorities and has been paying the applicable rates and taxes without any default.
40. Subsequently the Promoter herein has started construction work of a multi-storied building consisting of several residential flats/apartments, garage space/s, car parking space/s under the terms of the Development Agreements and in accordance with the building Sanction Plan No. **BMC/BPN/RG/887/96/21-22, dated 23/02/2023**, which is under progress.

**SCHEDULE A****PART II****DESCRIPTION OF THE PREMISES**

**ALL THAT** piece and parcel of land admeasuring **40 (Forty) Cottahs 5(Five) Chittacks and 19(Nineteen) Square Feet**, (BASTU Land Measuring 38Kata - 08 Chittacks – 18 Sq.ft. & Doba land Measuring 1Kata 13 Chittacks – 1 Sq. Ft.) a little more or less, lying and situate under Mouza- Dashdrone, J.L. No. 04, R. S. No. 150, Touzi No. 2998, comprised under R.S. & L.R. Dag Nos. 214, 217, 218 & 2224, under L.R. Khatian Nos. 1117, 1118, 1126, 3708, 3712, 3715, 3716, 3728 & 3730 respectively, P.S. Baguiati (Formerly Rajarhat), in the District- North 24 Parganas, under Ward No. 5, within the limit of the Bidhannagar Municipal Corporation, Kolkata - 700136, West Bengal, and the same is Butted and Bounded as follows:

On the North: By R.S/L.R. Dag No. 200, 200, 221, 223

On the South: By R.S/L.R. Dag No. 206, 211, 212, 215, and 50ft.  
Wide Rajarhat Main Road (Road Zone Athgara crossing  
To Dashdrone),

On the East: By R.S/L.R. Dag No. 204, 205

On the West: By R.S/L.R. Dag No. 225.

**SCHEDULE-B****DESCRIPTION OF THE APARTMENT AND COVERED PARKING****PART- I**

**ALL THAT** the Apartment No.\_\_\_\_ with on the \_\_\_\_\_ **Floor** of **Block-**\_\_\_\_\_, having carpet area of \_\_\_\_\_ **square feet**, excluding of balcony area of \_\_\_\_\_ square feet (Super Built Up area \_\_\_\_\_ **Sq. Ft.**), more or less, flooring \_\_\_\_\_, at the Project known as “**NIRMAN**

**VISTAA**", constructed on the premises stated in the Schedule-A(Part-II) hereinabove written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building.

**PART- II**

**ALL THAT** Parking space purchased with the right to park for \_\_\_\_ (\_\_\_) medium sized car in the \_\_\_\_\_ car parking space, admeasuring \_\_\_\_\_ (\_\_\_\_\_) **Sq. Ft** more or less Super Build Up Area, flooring \_\_\_\_\_, situate at the \_\_\_\_\_ of the building, situate in the complex namely **"NIRMAN VISTAA"**.

**SCHEDULE- 'C'**

**PAYMENT PLAN**

**PART- I**

**"AGREED CONSIDERATION"**

- (a) Consideration for the Undivided Share and for  
Construction and completion of the said Apartment  
Rs...../-  
No.\_\_\_\_\_ on \_\_\_\_ floor admeasuring \_\_\_\_ sq.ft.  
Approx Carpet Area. (Super Built up area\_\_\_\_\_ Sq. ft.)
- (b) Consideration for the right to park a car  
in the said parking space Rs...../-

**AGREED CONSIDERATION**

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

**[Rupees .....only]**

Goods & Service Tax as applicable extra on total value at current rates and/or as applicable at the time of payment.

Goods & Service Tax Registration Number \_\_\_\_\_

**Any other Rates & Taxes as per W.B Government/ Central Government shall be payable wherever applicable.**

## PART – II

### Payment Terms

..... at the time of Agreement plus GST.

..... at the time of roof casting of proposed flat plus GST.

..... at the time of brick work and plastering plus GST.

..... at the time of flooring plus GST.

..... at the time of finishing work plus GST.

..... at the time of Possession or Registration which is early plus GST.

## PART – III

All payments under Installment Payment Plan [IPP] shall be made within a maximum period of 10 [Ten] days of issue of demand letter otherwise interest applicable as per Rules shall be charged. In case payments is not made for two months from the demand date then the booking shall be cancelled at the sole discretion of **“Promoter”** i.e. **“NIRMAN REALTY”** and the \_\_\_\_\_ shall deduct applicable Goods & Service Tax on the amount so received till such time and refund the balance payment without any interest thereon.

All payments received after due date will be first applied towards applicable interest and other sums, if any due and thereafter towards the installments. No

payment will be received after due date without the payment of the applicable interest, if any.

#### **PART – IV**

The “**Promoter**” shall endeavor to construct the said Apartment and make the same ready for delivering the possession thereof not later than \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_ with an additional period of \_\_\_\_\_ (\_\_\_\_\_) months, from the date of booking subject to force majeure as mention in Application of Booking Form and/or reasons beyond the control of the “**Promoter**” in which circumstances Clause No. 7.6 shall be applicable. Further Clause No. 7.1 to 7.5 shall also be applicable with regards to the possession of the Said Apartment.

#### **PART – V**

##### **Section A: Additional Payments payable wholly by the Allottees**

- (a) All Statutory Rates and taxes, betterment and/or development charges and any other tax, duty, levy or charge that may be applicable, imposed or charged etc by the State/Central Government, if any, in connection with construction or transfer of the said Apartment in favour of the Allottees.
- (b) Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to this Agreement for Sale, the Deed of Conveyance and all other papers and documents that may be executed and/or registered relating to the Said Apartment as also the additional stamp duty, additional registration fee, Lawyer fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time.

- (c) Charges levied by the **“Promoter”** for any additional or extra work done or any additional amenity or facility provided or any changes, additions, alterations or variation made in the Said Apartment including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.
- (d) Formation of the Association for the common purposes.
- (e) Betterment and/or development charges or other levies that may be charged regarding the Premises or the Buildings or the construction in terms hereof.
- (f) Making any changes, additions, alterations or variation in the Buildings and/or providing any additional or special provision, facility, fitting or amenity in the Buildings and/or the Premises, including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.

**Section B: Additional Payments payable proportionately by the Allottees to the Promoter are all additional / inclusive of the chargeable area:**

**Proportionate share of costs charges and expenses as detailed as under are all proportionately additional / inclusive of the chargeable area:**

- (a) Obtaining and providing electricity supply and including those on account of or relating to transformer and electrical sub-station

other equipment and installations, cabling, wiring, are all inclusive of the Chargeable area.

- (b) Installation of generator for the Common Portions and for providing minimum reasonable power to the said Apartment is all inclusive of the chargeable area.
- (c) Installation of security system for the common portions is all inclusive of the chargeable area.
- (d) Legal fee payable to Promoter is all exclusive in the agreed consideration.

#### **PART – VI**

Additional consideration payable to the **“Promoter”** in case there be any increase in Carpet Area of the said Apartment upon construction being made and the measurement being certified by the **“Promoter”**. Such additional consideration shall be calculated at the same rate at which the Agreed Consideration has been computed.

#### **PART – VII**

#### **“DEPOSITS”**

- (a) Corpus Maintenance Deposit equivalent to 1 year Maintenance Fund @ Rs. \_\_\_\_\_/= [Rupees \_\_\_\_\_] per carpet area sq. ft for \_\_\_\_ [\_\_\_\_\_] months.
- (b) Deposit for Corporation/Zila Parishad/Panchayet/Local Authority Taxes.
- (c) Deposit for electric supply including transformer and electrical sub-station and meters
- (d) Deposit for any other item in respect of which payment is to be made by the Allottees under Part-I of this Schedule.

The amounts of the aforesaid Deposits [b] [c] and [d] shall be quantified by the **“Promoter”** at the appropriate time. The Allottees agrees and

undertakes to pay all the aforesaid Deposits within seven days of demand or before the Date of Possession, whichever is earlier, without raising any objection whatsoever regarding the same.

**SCHEDULE 'D'**

**SPECIFICATIONS, AMENITIES, FACILITIES**

**(WHICH ARE PART OF THE APARTMENT)**

**(SPECIFICATIONS)**

- 1. Foundation:** Resting on RCC Pile foundation
- 2. Superstructure:** RCC Frame Structure using minimum M20 grade concrete, Fe 500 steel reinforcement of Durgapur TMT / reputed make,
- 3. Walls:** (a) **External Walls:** Autoclaved aerated concrete (**AAC**) block or Fly ash Bricks or Traditional Bricks walls 200 mm thk.  
(b) **Internal Walls:** Autoclaved aerated concrete (**AAC**) block or Fly ash Bricks or Traditional Bricks walls 75mm / 100 mm thk.
- 4. Roof:** Reinforced concrete roof with appropriate water proofing.
- 5. Ceiling:** (a) **APARTMENT:** living & dining, Bedroom, Kitchen, Bathroom, cement & sand plaster with neat putty punning.  
(b) **COMMON AREAS:** cement & sand plaster with neat putty punning.  
(i) **Lift Lobby:** Marble / Tiles  
(ii) **Car-parking:** cement & sand plaster finished with cement Primer / paints.  
(iii) **Stair case/ Services rooms /Shaft & utilities:** cement and sand plaster with neat putty punning, Stair case shall be finished with 2 coats of cement/distemper paints
- 6. Finishes:**
  - (a) **Wall for Apartment Unit:** living & dining, Bedroom, Store & Other areas cement & sand plaster wit neat putty punning.
  - (b) **Kitchen:** Wall of Kitchen will be cladded with ceramic tiles of approved make upto a height of 2 (two) feet above the counter, balance wall shall be finished with putty punning
  - (c) **Bath room, W/C:** Walls will be cladded with ceramic tiles up to door height,

**(d) Wall External:** Cement and sand plaster and weather coat colour of Berger / reputed make.

**(e) Wall Internal:**

**(i) Corridors, stair cases, landing and other areas:** Cement and sand plaster finished with neat putty punning finished in two coats of cement / distemper paints.

**(ii) Car-parking Area:** Cement & sand plaster finished in cement paint

**(iii) Ground floor entrance lobby:** Cement & sand plaster finished in combination of neat putty punning.

**(f) Floor:**

**(i) Apartment Units:**

**(i)(a) Entrance, foyer, Living and Dining:** Vitrified tiles flooring of RAK Make

**(i)(b) Bedrooms:** Vitrified tiles flooring of reputed make.

**(i) (c) Kitchen:** Vitrified tiles flooring of reputed make.

**(i)(d) Toilet:** Anti Skid tiles. of reputed make.

**(ii) Floor in Common Areas:**

**(ii)(a) Stair Case:** Finished in Tiles of reputed make.

**(ii) (b) Lift Lobby:** Finished in Tiles of reputed make.

**(g) Windows:**

**(i) Living, Dining, Bed rooms, Bath room, Utility And Kitchen:** Standard alluminium section sliding windows with glass.

**(ii) Balcony:** MS Balcony Railing of Iron shall be provided by the developer.

**(h) Door:(i) Main Entrance:** Designed Flush Door.

**(ii) Liv./Din., bedroom:** Wooden door frame with 32 mm thk. Flush door,

**(iii) Bathroom, W/C:** PVC Doors

**7. Sanitary fitting:**

Standard wash basin, European type water closet with cistern of / reputed Make, all cp fittings of reputed make,

**8. KITCHEN:** Granite counter top, stainless steel sink (17" X 20") of reputed make, and One Sink Cock and Bibcock of reputed make,.

**9. ELECTRIFICATION:**

- a. Concealed wiring in all flats Copper electrical Wire of Havells/reputed make.
- b. **For 2 BHK Flats** : 40 Nos. of Electrical points shall be provided.
- c. **For 2 BHK Flats** : 50 Nos. of Electrical points shall be provided.
- d. **AC points For 2&3 BHK:** 1 (One) A/C points shall be provided by the Promoter in the master bedroom of the above mentioned flat.

For extra Electric point purchasers shall have to pay Rs. 1,500/- + GST per point payable to the Promoter/Developer.

For extra A/C point purchaser shall have to pay Rs.15,000/- + GST per A/C point payable to the promoter/Developer.

#### **10. WATER:**

Underground water tank and overhead water tank is to be constructed for supply of water tank is to be constructed for supply of water (24 Hours)

**11. RAILING OF STAIR CASE:** Railing of Iron

**12. STAIR CASE PAINTING:** Putty on inside Wall & Colour.

**13. LIFT** : 1 Nos. for Each Block of Reputed make.

**14. LOBBY** : Well Decorated.

**15. CC TV** : CC TV surveillance in the ground floor lobby.

**16. POWER BACK-UP** : 24 hours power backup, 150W load is to be given in each flat.

**17. Extra Work** : Any work other than specified above will be treated as extra work and will be carried on only upon prior payment of cost and expenses to be incurred therein.

### **THE SCHEDULE "E" ABOVE REFERRED TO** **(COMMON AREAS & COMMON FACILITIES)**

1. Staircase of all the floors of the said multi storied building.
2. Common landings with Lift, Common passage including main entrance leading to the ground floor.
3. Water tank, overhead tank and water supply line from Deep Tube-well with 440 volts Motor and Water pump.

4. Common toilet on the ground floor.
5. Caretaker's room.
6. Meter space.
7. External electrical installations switch boards and all electrical wiring and other electrical fittings installed in the said building.
8. Drainages, sewerage, septic tank and all pipes and other installations for the same.
9. Boundary walls and Main gate.
10. Other areas and installations and /or equipments if so provided by the Developer in the Building and/or the Premises, at extra cost, for common use and enjoyment such as CC TV, EPABX, Intercom, Cable TV connection, Internet Connection, Telephone lines, Gas lines etc. and other common amenities and facilities for common uses.
11. Such other common parts areas equipments installations fittings fixtures and common and common passages as shall be provided by the Developer at its sole discretion and as shall be available in future in or about the said land and the said building and or in amalgamated land and buildings as are necessary for passage and /or use of the unit in common by the co-owner with the Developer and/or its respective nominees appertaining to proportionate cost in terms of Sq. Ft. It is expressly mentioned hereby that the Developer shall be exclusively entitled to provide the common passages at its sole choice and desecration leading from Main Road through another adjacent properties to the said property hereunder the First Schedule and reaching to others property surrounding and adjacent herewith and amalgamated with each others in future by the Developer for the free ingress and agrees of the prospective buyers / residents of proposed buildings in this premises and or in the said amalgamated premises.

**RECEIPT**

**RECEIVED** a sum of **Rs. ....**/- (**Rupees .....**) only from the above named Purchasers as advance amount against the full and final amount of **Rs. ....**/- (**Rupees .....**) only.

**MEMO OF CONSIDERATION**

<b>Sl.No.</b>	<b>Cheque No./DD No.</b>	<b>Date</b>	<b>Drawn on Bank &amp; Branch</b>	<b>In favour of</b>	<b>Amount (Rs,)</b>
1.					...../-
<b>TOTAL</b>					...../-

(Rupees \_\_\_\_\_) only.

**WITNESSES**

1.

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**SIGNATURE OF PROMOTER**

2.

**Drafted and prepared by me:**