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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE executed on this day of, 2023 (Two Thousand Twenty Three) **BETWEEN** (1) **SRI SASWATA BASU (PAN - AGIPB8925H)**, son of Late Samir Kumar Basu, by faith - Hindu, by occupation - Service, Citizen of India, of 'Nirjhar' 3G, Hind Road, P.O. - Santoshpur, P.S. - Survey Park, Kolkata - 700075, District - South 24 Parganas, (2) **SMT. SONALI BASU (PAN - AVJPB3150E)**, Wife of Sri Saswata Basu, by faith - Hindu, by occupation - Housewife, Citizen of India, of 'Nirjhar' 3G, Hind Road, P.O. -

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Santoshpur, P.S. – Survey Park, Kolkata – 700075, District – South 24 Parganas, (3) **SRI SOURAV PAUL (PAN – AIQPP3520Q)**, Son of Sri Prabir Kumar Paul, by faith – Hindu, by occupation – Service, Citizen of India, of ‘Shobhantari’ Balia, Madhyapara Model Town Road, P.O. – Garia, P.S. – Narendrapur (previously Sonarpur), Kolkata – 700084, District – South 24 Parganas, (4) **SMT. ROUKMA PAUL (PAN – BNFPP8426E)**, Wife of Sri Sourav Paul, by faith – Hindu, by occupation – Housewife, Citizen of India, of ‘Shobhantari’ Balia, Madhyapara Model Town Road, P.O. – Garia, P.S. – Narendrapur (previously Sonarpur), Kolkata – 700084, District – South 24 Parganas, (5) **SRI UMASADHAN MUDLY (PAN – AHSPM8551F)**, Son of Sri Mukti Sadhan Mudly, by faith – Hindu, by occupation – Service, Citizen of India, of ‘Ashirbad’, Panchaneer, Nabapally, P.O. – Dhalua, P.S. – Narendrapur (previously Sonarpur), Kolkata – 700152, District – South 24 Parganas, (6) **SMT. SRABANI MAHAPATRA (MUDLY) (PAN – ALXPM8679H)**, wife of Sri Umasadhan Mudly, by faith – Hindu, by occupation – Service, Citizen of India, of ‘Ashirbad’, Panchaneer, Nabapally, P.O. – Dhalua, P.S. – Narendrapur (previously Sonarpur), Kolkata – 700152, District – South 24 Parganas, (7) **SRI MOTAMARRI APPANNA VEERRAJU nee M.A.V. RAJU (PAN – ADEPR1711Q)**, Son of Late Motamarri Nagabhushanam, by faith – Hindu, by occupation – Service, Citizen of India, of 26-D, Durga Prasanna Paramhansa Road, P.O. – Naktala, P.S. – Netaji Nagar, Kolkata – 700047, District – South 24 Parganas, (8) **SRI ATANU ROY (PAN – AJKPR2120H)**, Son of Ajoy Kumar Roy, by faith – Hindu, by occupation – Service, Citizen of India, of Biva Apartment, Flat No. B, 3rd Floor, 364/20, Netaji Subhas Chandra Bose Road, P.O. – Naktala, P.S. – Netaji Nagar, Kolkata – 700047, represented by their lawful constituted Attorney **GANGULY HOME SEARCH PRIVATE LIMITED** (PAN NO-AADCG2860J) a Company incorporated under the Companies Act, 1956, and having its registered Office at- 167, Garia Station Road, P.O.- Garia, P.S.- Sonarpur, Kolkata- 700084 represented by its authorized signatory **SRI SANDIP PRAMANICK (PAN - APCPP5996B)** son of Sri Biswanath Pramanick, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- 14, Garia Place North, P.O.- Garia, P.S.- Narendrapur (Sonarpur), Kolkata- 700084,(which expression shall unless excluded by or repugnant to the

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context be deemed to mean and include their legal representative, heirs, successors, executors and/or assigns) of the **FIRST PART**;

AND

GANGULY HOME SEARCH PRIVATE LIMITED (PAN-AADCG2860J) a company incorporated under the provisions of Companies Act, 1956 having its registered office at 167, Garia Station Road, P.O- Garia, P.S.- Narendrapur, Kolkata- 700084 and represented by its authorized signatory **SRI SANDIP PRAMANICK (PAN - APCPP5996B)** son of Sri Biswanath Pramanick, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- 14, Garia Place North, P.O.- Garia, P.S.- Narendrapur (Sonarpur), Kolkata- 700084, hereinafter referred to as the "**DEVELOPER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor or successors in office nominee or nominees and/or assigns) of the **SECOND PART**;

AND

..... (PAN) (Aadhaar No.) son/daughter/wife of, by faith- Hindu, by nationality - Indian, by occupation, residing at, India, hereinafter called the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**;

The Developer and Purchaser/s shall hereinafter collectively be referred to as the "Parties" and individually as a "Party"

WHEREAS:

- A. The Landowners/Vendors are the co-owners of the above mentioned **ALL THAT** piece and parcel of Sali Land measuring an area of about **16 Katha 05 Chittak 24 Sq. Ft.** be the same a little more or less within District - South 24 Parganas, P.S. - Narendrapur (previously Sonarpur), ADSR - Garia (previously Sonarpur), DR - Alipore, R.S. No.11, District Collector's

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Touzi No. 109, Pargana- Medanmalla, Mouza – Panchpota, J.L. No. 42, within RS Dag No. 3, L.R. Dag No. 3, 3/649 under R.S. Khatian No. 421 and 435 present LR Khatian Nos. 4191, 4192, 4195, 4193, 4196, 4194, 3081, 3082, presently within Rajpur-Sonarpur Municipality, portion of Holding No. 2271 Panchpota, Ward No. 3, PIN - 700152, together with all easement, quasi-easement right and appurtenance thereto;

- B.** That, out of Total land measuring 85 decimal within Dag No. 3 of Mouza – Panchpota a specific demarcated land measuring 42 decimal was recorded and finally published in the name of Saudamini Chakraborty and Bireshwar Chakraborty having equal share under Khatian No. 421 and a specific demarcated land measuring 43 decimal under Khatian No. 435 in the name of Debendra Nath Mondal, son of Ramdas Mondal as Rayat having all transferable share over the same;
- C.** That, the said Soudamini Chakraborty and Bireshwar Chakraborty while owning and possessing their said property against valuable consideration price by executing a Deed of Sale dated 26-07-1974 sold the same unto and in favour of Sri Kalyan Kumar Roy and the said Deed was registered in the office of the SR Baruipur and recorded in Book No. 1, Volume No. 46, Pages 227 to 321 being No. 3205 for the year 1974;
- D.** That, after purchase, the said Kalyan Kumar Roy duly mutated his name in the BL & LRO and his name was duly recorded and finally published in respect of his said property in R.S. Dag no. 3, corresponding to L.R. Dag No. 3/649 under LR Khatian No. 59 of Mouza- Panchpota;
- E.** That, while possessing his said specific demarcated land, the said Kalyan Kumar Roy against valuable consideration price, by executing a Deed of Sale dated 29-12-2010 sold, transferred and conveyed specific demarcated land measuring 3 Katha unto and in favour of Rajat Panja and the said Deed was registered in the office of the SR Baruipur and recorded in Book No. 1, Volume No. 33, Pages 1473 to 1489 being No. 09662 for the year 2010;
- F.** That, after the purchase, the said Rajat Panja duly mutated his name in the ROR under L.R. Khatian No. 2325 and the property was distinguished as Holding No. 2271 Panchpota within Rajpur-Sonarpur Municipality;

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- G.** That, the said Kalyan Kumar Roy against valuable consideration price, executed a Deed of Sale dated 29-12-2010 and sold, transferred and conveyed specific demarcated land measuring 8 Katha 8 Chittak unto and in favour of Sri Shyamal Halder and the said Deed was registered in the office of the SR Baruipur and recorded in Book No. 1, Volume No. 33, Pages 1490 to 1507 being No. 09663 for the year 2010;
- H.** That, after the purchase, the said Sri Shyamal Halder duly mutated his name in the ROR under L.R. Khatian No. 2326 and the property was distinguished as Holding No. 2272 Panchpota within Rajpur-Sonarpur Municipality;
- I.** That, the said Rajat Panja and Sri Shyamal Halder while owning possessing their respective lands as aforesaid against valuable consideration price, by executing a Deed of Sale dated 17-07-2015 also sold, transferred and conveyed said specific demarcated land measuring 11 Katha 8 Chittak unto and in favour of Sri Bibhas Naskar and M/S Fashar Housing and Construction Pvt. Limited and the said Deed was registered in the office of the DSR-IV, South 24 Parganas and recorded in Book No. 1, Volume No. 1604-2015, Pages 40870 to 40896 being No. 05509 for the year 2015;
- J.** That, the said Sri Bibhas Naskar and M/S Fashar Housing and Construction Pvt. Limited while owning possessing the said specific demarcated plot of land measuring 11 Katha 8 Chittak, against valuable consideration price, by executing a Deed of Sale dated 04-11-2016 also sold, transferred and conveyed the same unto and in favour of Sri Saswata Basu, Smt. Sonali Basu, Sri Sourav Paul, Smt. Roukma Paul, Sri Umasadhan Mudly and Smt. Srabani Mahapatra (Mudly), the Landowner No. 1 to 6 herein and the said Deed was registered in the office of the DSR-IV, South 24 Parganas and recorded in Book No. 1, Volume No. 1604-2016, Pages 201037 to 201073 being No. 07360 for the year 2016;
- K.** That, the said Sri Saswata Basu, Smt. Sonali Basu, Sri Sourav Paul, Smt. Roukma Paul, Sri Umasadhan Mudly and Smt. Srabani Mahapatra (Mudly), the Landowner No. 1 to 6 herein after purchasing the said land measuring 11 Katha 8 Chittak duly mutated their names in L.R. Dag No. 3/649 under L.R. Khatian No.

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4191, 4192, 4193, 4194, 4195 & 4196 as Holding No. 2271, Panchpota, within the Rajpur-Sonarpur Municipality Ward No. 3, but presently after widening and building the adjacent Road by the Government, the Landowner No. 1 to 6 herein are now actually possessing land measuring 8 Katha 3 Chittak 43 Sq. Ft.;

- L.** That, the said Debendra Nath Mondal while owning and possessing his specific demarcated plot of land measuring 43 decimal out of total land measuring 85 decimal of R.S. Dag No. 3 recorded under R.S. Khatian No.435 of Mouza - Panchpota as aforesaid, died intestate leaving behind his one son Bijoy Kumar Mondal and one daughter Umasashi Mondal (Roy), they each inherited $\frac{1}{2}$ share i.e. 21.5 decimal of land and for proper and better use and enjoyment separated their land mutually by metes and bounds. Thereafter said Umasashi Mondal (Roy) got a specific demarcated plot of land measuring 21.5 decimal and while possessing the same, she died intestate on 08.11.1982 leaving behind 4 (four) sons namely Sri Arabinda Roy Sarkar, Barindra Kumar Roy, Barid Baran Roy Sarkar and Amalendu Roy Sarkar and 4 (four) daughters namely Smt. Ashalata Mondal w/o Chittaranjan Mondal, Smt. Latika Naskar w/o Sri Anil Naskar, Smt. Tripti Rani Biswas, w/o Lt. Bhabendra Nath Biswas and Smt. Bimala Hazra w/o, Amulya Hazra as her only legal heirs and successors who jointly inherited the $\frac{1}{2}$ share of Late Umasashi Mondal (Roy) i.e. 21.5 decimal of land;
- M.** That, the said Amalendu Roy Sarkar, while possessing his $\frac{1}{8}$ th share in the said 21.5 decimal of land died intestate on 14.04.2006 leaving behind his wife Smt. Moitri Roy Sarkar and his only son Biplab Roy and meanwhile said Biplab Roy also died on 29.05.2010 leaving behind his wife Smt. Ashima Roy Sarkar as his legal heirs and thus said Moitri Roy Sarkar and Ashima Roy Sarkar jointly inherited the $\frac{1}{8}$ th share of Late Amalendu Roy Sarkar;
- N.** That said Bimala Hazra, daughter of Late Umasashi Mondal (Roy), while owning and possessing her $\frac{1}{8}$ th share in the said 21.5 decimal of land, died intestate on 03.11.2010 leaving behind 5 (five) sons namely Parimal Hazra, Pijush Kanti Hazra, Sisir Kanti Hazra, Ramprasad Hazra and Kishalay Hazra and 3 (three) daughters namely Alta Mondal, Abha Halder and Saiba Naskar who inherited

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the 1/8th share of said Late Bimala Hazra;

- O.** That, the said Barindra Kumar Roy, Barid Baran Roy Sarkar, Moitri Roy Sarkar, w/o Late Amalendu Roy Sarkar, Ashima Roy Sarkar, w/o Late Biplab Roy Sarkar, Smt. Ashalata Mondal w/o Chittaranjan Mondal, Smt. Latika Naskar w/o Sri Anil Naskar, Smt. Tripti Rani Biswas, w/o Lt. Bhabendra Nath Biswas, Parimal Hazra, Pijush Kanti Hazra, Sisir Kanti Hazra, Ramprasad Hazra, Kishalay Hazra jointly against valuable consideration price, by executing a Deed of Sale dated 25-01-2012 sold, transferred and conveyed specific demarcated land measuring 09 Katha 12 Chittak out of 21.5 decimal of land out of Total 85 decimal of land of RS Dag No. 3 of Mouza – Panchpota, unto and in favour of Sri Tapas Ganguly, Smt. Gopa Ganguly and Sri Nitya Ghosh and the said Deed was registered in the office of the ADSR-Sonarpur, and recorded in Book No. 1, CD Volume No. 3, Pages 1176 to 1197 being No. 00915 for the year 2012;
- P.** That, the said Sri Tapas Ganguly, Smt. Gopa Ganguly and Sri Nitya Ghosh while owning possessing the said specific demarcated plot of land measuring 09 Katha 12 Chittak, in R.S. and L.R. Dag No. 3, duly mutated their names in the BL&LRO and their names were recorded and finally publishes under LR Khatian No. 2814, 2815 and 2816 and then due to their need of money, against valuable consideration price, by executing a Deed of Sale dated 07-09-2013 also sold, transferred and conveyed the same unto and in favour of Sri Motamarri Appanna Veerraju nee M.A.V. Raju Son of Late Motamarri Nagabhushanam, and Sri Atanu Roy, Son of Ajoy Kumar Roy the Landowner No. 7 and 8 herein and the said Deed was registered in the office of the ARA-I Kolkata, and recorded in Book No. 1, CD Volume No. 17, Pages 94 to 118 being No. 08687 for the year 2013 ; It may be mentioned here that to effect the demarcation and extinguishing their right over the said demarcated land measuring 9 Katha 12 Chittak, Arabinda Roy Sarkar, son of Late Umasashi Mondal (Roy) and Alta Mondal, Abha Halder and Saiba Naskar, the daughters of Late Bimala Hazra, since deceased also joined in the said Deed as Confirming party;

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- Q.** That, the said Motamarri Appanna Veerraju nee M.A.V. Raju Son of Late Motamarri Nagabhushanam, and Sri Atanu Roy, Son of Ajoy Kumar Roy after purchasing the said land measuring 9 Katha 12 Chittak duly mutated and recorded their names under L.R. Khatian No. 3081 and 3082 in the Rajpur-Sonarpur Municipality as Holding No. 2571, Panchpota, Ward No. 3, but presently after widening and building the adjacent Road by the Government, the Landowner No. 7 and 8 herein are now actually possessing land measuring 8 Katha 1 Chittak 26 Sq. Ft.;
- R.** Thereafter, the Landowners jointly executed a Registered Boundary Declaration dated 12.02.2021, duly registered in the Office of A.D.S.R Garia, and recorded in Book No. I, Volume No. 1629-2021, Page from 46927 to 46951, being No. 162901027 for the year 2021 in respect of total land measuring 21 Cottah 04 Chittack 00 sq. ft. out of which 09 Cottah 12 Chittack 00 sq. ft. in R.S. and L.R. Dag No. 3, under L.R. Khatian No. 3081 and 3082 and land measuring 11 Cottah 08 Chittack 00 sq. ft. in R.S. Dag No. 3, L.R. Dag No. 3/649 under L.R. Khatian No. 4191, 4192, 4193, 4194, 4195 and 4196 and it was stated in the said Registered Boundary Declaration that the physical measurement of the said total land is 16 Cottah 5 Chittack 24 sq. ft. out of which land measuring 08 Cottah 01 Chittak 26 sq.ft. in R.S. and L.R. Dag No. 3, under L.R. Khatian No. 3081 and 3082 and land measuring 08 Cottah 03 Chittack 43 sq. ft. in R.S. Dag No. 3, L.R. Dag No. 3/649 under L.R. Khatian No. 4191, 4192, 4193, 4194, 4195 and 4196 due to widening the adjacent road by the Government;
- S.** Thereafter, the Landowners executed a Registered Deed of Exchange dated 28.10.2021, duly registered in the Office of D.S.R. III, Alipore, and recorded in Book No. I, Volume No. 1603-2021, Page from 273046 to 273074, being No. 160310514 for the year 2021 with regards to their respective lands in R.S. Dag No. 3 and L.R. Dag No. 3 and 3/649 under R.S. Khatian No. 421 and 435, corresponding to L.R. Khatian No. 4191, 4192, 4193, 4194, 4195, 4196 3081 and 3082, presently within Rajpur-Sonarpur Municipality Ward No. 3, having Holding No. 2271 and 2571 Panchpota, PIN 700 152;

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- T.** Thus, by virtue of the afore-stated Deed of Exchange being No. 160310514 for the year 2021, the Landowners herein became the absolute owners, title holders and are possessing the said Land measuring an area of about **16 Katha 05 Chittak 24 Sq. Ft.** be the same a little more or less within District – South 24 Parganas, P.S. – Narendrapur (previously Sonarpur), ADSR – Garia (previously Sonarpur), DR - Alipore, R.S. No.11, District Collector's Touzi No. 109, Pargana- Medanmalla, Mouza – Panchpota, J.L. No. 42, within RS Dag No. 3, L.R. Dag No. 3, 3/649 under R.S. Khatian No. 421 and 435 present LR Khatian Nos. 4191, 4192, 4195, 4193, 4196, 4194, 3081, 3082, presently within Rajpur-Sonarpur Municipality, Holding No. 2271, Panchpota, Ward No. 3, PIN – 700152;
- U.** That, thereafter the Landowners entered into separate Development Agreement with **GANGULY HOME SEARCH PRIVATE LIMITED** duly registered in the Office of ADSR Garia, and recorded in Book No. I, Volume No. 1629-2020, Page from 162598 to 162672 being No. 162904377 for the year 2020 and thereafter obtained sanctioned building Plan bearing No. **1254/CB/30/54 dated 19.11.2013** issued by Rajpur Sonarpur Municipality in respect of the said land;
- V.** The said Land is earmarked for the purpose of building a residential cum commercial building project comprising multi-storied Flat and the said project shall be known as **"4-Sight Desire"**;
- W.** Thereafter the Developer herein started construction of a G+7 storied building on the said land consisting of several flats, car-parking spaces etc. at its own costs and expenses in respect of the land as mentioned in the Schedule- A;
- X.** The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the Said Land on which Project is to be constructed have been completed;
- Y.** The Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project from Rajpur-Sonarpur Municipality. The Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with the concerning laws as applicable;

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Z. The Developer has registered the Project under the provisions of the West Bengal Real Estate Regulatory Authority being Registration No.

AA. The Purchaser/s has/have applied for purchasing a Flat in the Project vide Application no. dated and has been allotted Flat No. '.....' situated on the **Floor**, measuring more or less sq. ft. carpet area which is equivalent to sq. ft. super built up area along with car parking space measuring about sq. ft. in the basement of the said building, 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 RERA (hereinafter referred to as the "Flat" more particularly described in Schedule A);

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

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

DD. 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;

EE. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Purchaser/s hereby agree/s to purchase the Flat and car parking space as specified in paragraph "AA".

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:

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1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Purchaser/s and the Purchasers hereby agree to purchase, the Flat as specified in paragraph no. AA.
- 1.2 The Total Price for the Flat based on the carpet/Super built-up area is **Rs.-----/- (Rupees -----) only** ("Total Price"):

Flat No- ----	Rate of Flat per square feet :- -----sq.ft. x Rs./- = Rs.--- -----/- + applicable taxes
Type - -	Extra Cost - Rs./- + applicable taxes
Floor - ----	Club Membership - Rs./- + applicable taxes
	Maintenance Deposit - Rs./-
	Association Formation Charges- Rs./- + applicable taxes
	Maintenance corpus fund @Rs./- per sqft.
Total price (in rupees)---- only	Rs./-

[AND]

	Price for 1 = Rs./- + applicable taxes
-----car parking-1	
Total price (in rupees)	Rupees only

Explanation:

- (i) The Total Price above includes the booking amount paid by the

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- Purchasers to the Developer towards the Flat;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Developer by way of 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 Developer) up to the date of handing over the possession of the Flat; Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Purchasers to the Developer shall be increased/reduced based on such change / modification;
- (iii) The Developer shall periodically intimate to the Purchasers, the amount payable as stated in (i) above and the Purchasers shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Developer shall provide to the Purchasers 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 Flat includes: 1) pro rata share in the Common Areas; and 2) one car parking space as provided in this Agreement. The Total Price is escalation-free, save and except increases which the Purchasers 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 Developer undertakes and agrees that while raising a demand on the Purchasers for increase in development charges, cost/charges imposed by the competent authorities, the Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser(s), which shall only be applicable on subsequent payments.

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

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The Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchaser(s) by discounting such early payments @ BPLR or as mutually agreed between the parties for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to any Purchaser(s) by the Developer.

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

The Developer shall confirm the final carpet area that has been allotted to the Purchaser(s) 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 Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Purchasers within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser(s). If there is any increase in the carpet area allotted to Purchaser(s), the Developer shall demand that from the Purchasers as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

Subject to Clause 9.3 the Developer agrees and acknowledges, the Purchasers shall have the right to the Flat as mentioned below:

(i) The Purchaser(s) shall have exclusive ownership of the Flat;

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(ii) The Purchaser(s) shall also have undivided proportionate share in the Common Areas. Since the share / interest of Purchaser(s) in the Common Areas is undivided and cannot be divided or separated, the Purchasers 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 Purchaser(s) 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 Developer shall convey undivided proportionate title in the common areas to the association of Purchaser(s) as provided in the Act;

- (i) That the computation of the price of the Flat includes recovery of price of land, construction of [not only the Flat but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

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

It is understood by the Purchasers that all other areas and i.e. areas and facilities falling outside the Project, namely **4Sight- Desire** 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 Developer agrees to pay all outgoings before transferring the physical possession of the Flat to the Purchaser(s), which it has collected from the Purchasers, for the payment of outgoings (including land cost, ground

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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 Developer fails to pay all or any of the outgoings collected by it from the Purchasers or any liability, mortgage loan and interest thereon before transferring the Flat to the Purchasers, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Purchaser(s) has/have paid a sum of **Rs. only** plus applicable tax as booking amount being part payment towards the Total Price of the Flat at the time of application the receipt of which the Developer hereby acknowledges and the Purchaser(s) hereby agree/s to pay the remaining price of the Flat as prescribed in the Payment Plan as may be demanded by the Developer within the time and in the manner specified therein:

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

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Purchaser/s shall make all payments, on demand by the Developer, 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 "**GANGULY HOME SEARCH PVT. LTD**" payable at ICICI BANK, Branch-GARIA, KOLKATA- 47, A/C no.- 034905003772, IFS Code- ICIC0000349.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Purchasers, 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

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and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchasers 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 Developer accepts no responsibility in this regard. The Purchasers shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchasers subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchasers to intimate the same in writing to the Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser/s and such third party shall not have any right in the application/allotment of the said Flat applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Purchasers only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

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Time is of essence for the Developer as well as the Purchaser/s. The Developer shall abide by the time schedule for completing the project and handing over the Flat to the Purchaser/s and the common areas to the association of the Purchaser/s after receiving the completion certificate or both, as the case may be. Similarly, the Purchaser/s 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 Developer as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/ FLAT

The Purchasers has seen the specifications of the Flat and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Developer 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 relevant Acts and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under such Acts, and breach of this term by the Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE FLAT

Schedule for possession of the said Flat: The Developer agrees and understands that timely delivery of possession of the Flat is the essence of the Agreement. The Developer, based on the approved plans and specifications, assures to hand over possession of the Flat by 30.06.2025 unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser/s agree/s that the Developer shall be entitled to the extension of time for delivery of possession of the Flat, provided that such Force Majeure conditions are not of a nature which make it impossible for

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the contract to be implemented. The Purchaser/s agree/s and confirms that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Purchaser/s the entire amount received by the Developer from the allotment within 45 days from that date. After refund of the money paid by the Purchaser/s, Purchaser/s agrees that he/ she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession – The Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Flat, to the Purchaser/s in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Developer shall give possession of the Flat to the Purchaser/s. The Developer agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Developer/association of Purchaser/s, as the case may be. The Developer on its behalf shall offer the possession to the Purchaser/s in writing within 30 days of receiving the completion certificate of the Project.

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

Possession by the Purchaser/s – After obtaining the occupancy certificate and handing over physical possession of the Flat to the Purchaser/s, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the

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association of the Purchaser/s or the competent authority, as the case may be, as per the local laws.

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

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


Compensation –

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

Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Flat (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Developer shall be liable, on demand to the Purchasers, in case the Purchaser/s wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Flat, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Purchaser/s do/does not intend to withdraw from the Project, the Developer shall pay the Purchaser/s interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Flat.

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer hereby represents and warrants to the Purchasers as follows:

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- (i) The [Developer] 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 Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Flat;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Flats are valid and subsisting and have been obtained by following due process of law. Further, the Developer 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 Flat and common areas;
- (vi) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any actor thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- (vii) The Developer 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 Flat which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Flat to the Purchasers in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Flat to the Purchaser/s and the common areas to the Association of the Purchaser/s;
- (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 Developer has duly paid and shall continue to pay and

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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 Developer 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 Developer shall be considered under a condition of Default, in the following events:

- (i) Developer fails to provide ready to move in possession of the Flat to the Purchasers within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Flat shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Developer'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 Developer under the conditions listed above, Purchasers is entitled to the following:

- (i) Stop making further payments to Developer as demanded by the Developer. If the Purchasers stops making payments, the Developer shall correct the situation by completing the construction milestones and only there after the Purchaser/s be required to make the next payment without any penal interest; or
- (ii) The Purchasers shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Purchasers under any head whatsoever towards the purchase of the Flat, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice: Provided that where an

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Purchasers does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Flat.

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

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

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

10. CONVEYANCE OF THE SAID FLAT

The Developer, on receipt of complete amount of the Price of the Flat under the Agreement from the Purchasers, shall execute a conveyance deed and convey the title of the Flat together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate.

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

11. MAINTENANCE OF THE SAID PROJECT

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The Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Purchasers. The cost of such maintenance has been included in the Total Price of the Flat.

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 Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Purchasers from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Purchaser/s shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Purchasers hereby agrees to purchase the Flat 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 Purchasers (or the maintenance agency appointed by it and performance by the Purchasers of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Purchasers from time to time.

14. RIGHT TO ENTER THE FLAT FOR REPAIRS

The Developer / maintenance agency / association of Purchasers shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Purchasers agrees to permit the association of Purchaser/s and/or maintenance agency to enter into the [Flat/Plot] or any part thereof, after due notice and during the normal working hours,

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unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire- fighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Purchasers 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 Purchasers formed by the Purchasers for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE FLAT: Subject to Clause 12 above, the Purchasers shall, after taking possession, be solely responsible to maintain the Flat 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 Flat, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Flat and keep the Flat, 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 Purchasers further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchasers shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchasers shall not store any hazardous or combustible goods in the Flat or place any heavy material in the common passages or staircase of the

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Building. The Purchasers shall also not remove any wall, including the outer and load bearing wall of the Flat. The Purchasers shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Purchasers and/or maintenance agency appointed by association of Purchasers. The Purchasers shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PURCHASERS

The Purchasers is entering into this Agreement for the allotment of a Flat with the full knowledge of all laws, rules, regulations, notification applicable to the Project in general and this project in particular. That the Purchasers 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 Flat, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Flat at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS

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

19. DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Developer executes this Agreement he shall not mortgage or create a charge on the Flat 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 Purchaser/s who has taken or agreed to take such Flat.

20. APARTMENT OWNERSHIP ACT

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

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21. BINDING EFFECT

Forwarding this Agreement to the Purchasers by the Developer does not create a binding obligation on the part of the Developer or the Purchaser/s until, firstly, the Purchasers 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 Purchaser/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Purchasers(s) fails to execute and deliver to the Developer this Agreement within 30(thirty) days from the date of its receipt by the Purchasers and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Purchaser/s, application of the Purchasers shall be treated as cancelled and all sums deposited by the Purchasers in connection therewith including the booking amount shall be returned to the Purchasers 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 Flat, 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 PURCHASER(S) / SUBSEQUENT PURCHASER(S)

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

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enforceable against any subsequent Purchasers of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchasers 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 Purchasers that exercise of discretion by the Developer in the case of one Purchasers shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Purchaser/s. Failure on the part of the Developer to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case maybe, 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 Purchasers has to make any payment, in common with other Purchaser(s) in Project, the same shall be the proportion which the carpet area of the Flat bears to the total carpet area of all the Flats in the Project.

28. FURTHER ASSURANCES

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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 Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Purchasers, after the Agreement is duly executed by the Purchasers and the Developer 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 Kolkata.

30. NOTICES

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

(Name of Purchasers)

(Purchaser/s' Address)

GANGULY HOME SEARCH PRIVATE LIMITED

(Developer's name)

167, Garia Station Road, P.O- Garia, P.S.-Narendrapur, Kolkata- 700084

(Developer's Address)

It shall be the duty of the Purchasers and the Developer 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

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to have been received by the Developer or the Purchasers, as the case maybe.

31. JOINT PURCHASERS

That in case there are Joint Purchasers all communications shall be sent by the Developer to the Purchasers 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 Purchaser/s.

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

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

SCHEDULE- "A" ABOVE REFERRED TO

(Description of Land)

ALL THAT piece and parcel of Sali Land measuring an area of about 16 Katha 05 Chittak 24 Sq. Ft. be the same a little more or less within District – South 24 Parganas, P.S. – Narendrapur (previously Sonarpur), ADSR – Garia (previously Sonarpur), DR - Alipore, R.S. No.11, District Collector's Touzi No. 109, Pargana-Medanmalla, Mouza – Panchpota, J.L. No. 42, within RS Dag No. 3, L.R. Dag No. 3, 3/649 under R.S. Khatian No. 421 and 435 present LR Khatian Nos. 4191, 4192, 4195, 4193, 4196, 4194, 3081, 3082, presently within Rajpur-Sonarpur Municipality, portion of Holding No. 2271 Panchpota, Ward No. 3, PIN - 700152, together with all easement, quasi-easement right and appurtenance thereto, and the entire land is butted and bounded as follows :-

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ON THE NORTH : By R.S. dag no. 3(P) ;
 ON THE SOUTH : By R.S. dag no. 3(P);
 ON THE EAST : By R.S. dag no. 8(P);
 ON THE WEST : By 30 ft. wide Panchpota Road

SCHEDULE -"B" ABOVE REFERRED TO

(Description of the Flat and car parking space)

ALL THAT the Flat No., at the Floor of Block-
 measuring about sq. ft. super built-up area and
 along with one covered car parking space measuring about
 sq. ft. useable area at the of the said G+7 storied building
 complex named as "**4-Sight Desire**" together with the undivided
 proportionate share of land in the Holding No.- 2271 Panchpota,
 Kolkata - 700152, which is more fully and particularly described in
 the First Schedule written hereinabove

SCHEDULE-"C" ABOVE REFERRED TO

(PAYMENT SCHEDULE)

On the date of signing of this Agreement for sale-10%	Rs.-----/-+ Applicable Taxes
On or before completion of Piling work -15%	Rs.-----/-+ Applicable Taxes
On or before completion of Foundation work-10%	Rs.-----/-+ Applicable Taxes
On or before completion of 1st floor casting-10%	Rs.-----/- + Applicable Taxes
On or before completion of 3 rd floor casting-5%	Rs.-----/- + Applicable Taxes
On or before completion of 5 th floor casting-5%	Rs.-----/- + Applicable Taxes

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(100% to be paid before possession)

5. Interest free maintenance deposit Rs./-
(100% to be paid before possession)

6. Interest free corpus fund towards maintenance @ Rs.25/- per sq. ft. (to be transferred to the Association after or at the time of handover of the building & its maintenance) (100% to be paid before possession)

SCHEDULE- "D" ABOVE REFERRED TO

(Common Areas and Facilities)

1. Entrance and exit gates of the building.
2. Paths passages and open spaces in the building other than those reserved by the Developer for its own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or marked by the Developer for use of any Co-owner.
3. Entrance lobby in the ground floors of the building.
4. Driveway in the ground floor of the building.
5. Staircases of the building along with their full and half landings with both stair cover on the ultimate roof.
6. Lift with lift shaft and the lobby in front of it on typical floors and Lift machine room and the stair leading to the roof thereof.
7. Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of pump and lift and for supply of power in the said Unit to the extent of 500 W and/or in the other Units during power failure and generator space in the ground floor of the building.
8. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s and meter room in the ground floor of the building.
9. Water pump with motor and with water supply pipes to overhead/underground water tank and with distribution pipes there from connecting to different units of the building.

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10. Underground water reservoir for municipal water with a pull on pumps installed thereat for the building.
11. Water waste and sewerage evacuation pipes from the Units to drains and sewers common to the building and from the building to the municipal.
12. Common bathroom with W.C. in ground floor of the building.
13. Room for darwan/security guard in the ground floor of the building.
14. CCTV and Visitors lounge Area.
15. Requisite arrangement of Intercom/EPABX with connections to each individual flat from the reception in the ground floor.
16. Boundary walls.
18. Car parking assistance.

SCHEDULE- "E" ABOVE REFERRED TO

(Specification)

1. **NO. OF FLOORS** : G+VII
2. **STEEL**: Steel used in the building to be of "ISI" mark reputed.
3. **CEMENT**: Cement used in the building to be premium quality.
4. **STRUCTURE**: RCC Frame structure.
5. **WALLS**: Conventional Brick/fly ash bricks/AAC Blocks
6. **Finish Interior**- Wall putty.
Exterior- High quality water proof acrylic paint
7. **Flooring**
Bedroom and Living Dining – vitrified tiles
Kitchen –ceramic/ vitrified tiles
Toilet - ceramic/ vitrified tiles
Toilet walls – Glaze tiles up to lintel level.
8. **Kitchen**
Granite platform
Stainless still sink
Dado tiles up to lintel level from cooking platform
Electrical point for refrigerator, Aqua guard and Exhaust Fan
Plumbing provision for cold water line
9. **Toilet**
Sanitary ware of reputed brand

GANGULY HOME SEARCH PRIVATE LIMITED

Sonali Prasad
Authorised Signatory

- CP fittings of standard make
 Electrical point for Geyser and Exhaust fan (in both bathrooms)
 Plumbing provision for Hot & Cold water line
10. **Doors & Windows**
 Decorative Main Door / Decorative flush door.
 Internal Door – Solid core flushed door / MDF Door
 Windows – anodized aluminum / UPVC sliding or open able window with no grills.
11. **Water Supply:** Water supply from KMC.
12. **Electrical**
 2 KW load.
 AC points in all bedrooms
 Cable TV and telephone points in Living/Dining and Master Bedroom
 Ample necessary electrical points with central MCB
 Door- bell point at the main entrance door
 Concealed copper wiring with modular switches
13. **Common Lighting**
 Overhead illumination for compound and street lighting
 Necessary illumination in all lobbies, staircases and common areas
14. **Common Facilities**
 Adequate capacity standby generator for common areas for services
 Standby generator with adequate load to apartments (at extra cost)
 Closed circuit TV at the ground floor level
 Intercom connectivity with security and flats security surveillance room
 One lift in each Block
15. **INTERCOM** : Intercom connection for each flat will be provided.
16. **TELEPHONE & T.V.:** Concealed connection to be provided in every flat.
17. **LIFT:** Lift of reputed make.
18. **OUTSIDE LIGHTING:** Adequate lighting arrangements with decorative fittings to be provided at the gate, pathway and around the building for security.

GANGULY HOME SEARCH PRIVATE LIMITED

Sandip Prantik

Authorised Signatory

Signature

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Purchasers: (including joint buyers)

(1) Signature _____

Name: _____

Address: _____,

Please affix
Photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Developer:

(1) Signature _____

Name **SRI AMIT GANGULY**

Address 174, Garia Station Road, P.O. Garia,

P.S. Sonarpur, Kolkata- 700084

Please affix
Photograph

WITNESSES:

1. Signature _____

Address _____

2. Signature _____

Address _____

GANGULY HOME SEARCH PRIVATE LIMITED
Sandip Banerjee
Authorised Signatory